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**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** made this the day of 27th Nov Two Thousand and Nineteen (2019),

**BETWEEN**

Witnessed that the document is authentic in registration. The signatures and seal endorsement shown affixed to the document are the part of the document.

*[Signature]*  
Additional District Sub-Registrar  
Suburban, 24 Nov 19

27 NOV 2019

JBS DEVELOPERS  
*[Signature]*  
Partner



**SMT. SIKHA CHOUDHURY (PAN NO.:- AVYPN1123A)**, daughter of Sri Dharendra Kumar Choudhury, by faith-Hindu, by occupation-Housewife, residing at 61, PriyaNathMidya Road, Post Office and Police Station- Belghoria, District- North 24 Parganas, Kolkata- 700056, hereinafter called and referred to as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

**AND**

**JBS DEVELOPERS (PAN No.: AAOFJ1911D)**, a partnership firm, having its office at D/3, Lake View Park, Kolkata- 700108, having and represented by one of the partner namely **L.SRI. SAMIR KR. ROY (PAN No.: AGJPR8408C)** son of Sri Sunil Kumar Roy, by faith- Hindu, by occupation-business, Nationality-Indian, of D/3 Lake View Park, P.S. Baranagar, P.O. I.S.I, Bonhoogly, Kolkata- **700108** hereinafter called and referred to as the "**DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

**WHEREAS** by a Bengali Deed of Sale dated 6<sup>th</sup> March, 1940 made between Sri NaniGopalGanguly described therein as Vendor and Debendra Chandra Roy, described therein as the Purchaser and registered at the office of the Cossipore Dum-, pages Dum Sub-Registrar recorded in Book No.- I, Volume No.- 17, Pages 207 to 209, being No. 615 for the year 1940 the said Debendra Chandra Roy purchased for valuable consideration a plot of land measuring 0.81 decimal being Khatian No. 208, Dag No. 3272 and 3275 of Mouza- Belghoria and Police Station- Baranagore at present- Belghoria in the District of North 24 Parganas free from all encumbrances.

**AND WHEREAS** by a Bengali Deed of Mortgage dated 04<sup>th</sup> August, 1941 made between said Debendra Chandra Roy and another therein described as the

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Mortgagers and Calcutta Commercial Bank Ltd., a Banking Company incorporated under the Indian Companies Act and then having its registered office at No. 15, Clive Street (now NetajiSubhas Road), Calcutta now Kolkata therein described as the Mortgagee and registered at the office of the Cossipore, Dum-Dum Sub-Registrar, in Book No. I, Volume No. 35 from pages 248 to 252, being No. 1990 for the year 1941 the said Debendra Chandra Roy and Another at or for the consideration mentioned therein Mortgaged the said piece and parcel of land measuring 0.81 decimal in favour of the said Bank subject to such terms and conditions as therein mentioned.

**AND WHEREAS** the said Bank after it went into Liquidation by its Official Liquidator filed a suit being Suit No. 1357 of 1950 against the said Debendra Chandra Roy and InduBhusan Roy in the High Court at Calcutta in its ordinary Original Civil Jurisdiction for realization of its dues under the said Mortgage dated the 04<sup>th</sup> Day of August, 1941.

**AND WHEREAS** on the 16<sup>th</sup> day of May, 1950 the said Debendra Chandra Roy died intestate leaving behind his widow Smt. SarajuBala Roy and four sons namely SantiBhusanRoy, Sri InduBhusan Roy, Sri Haridas Roy and Sri Narayan Chandra Roy as his heirs and legal representatives under the Dayabhaga School of Hindu Law by which he was governed at the times of his death.

**AND WHEREAS** on or about the 6<sup>th</sup> day of September, 1956 a preliminary decree was passed in the said suit by consent whereby the Court Liquidator being the Official Liquidator of the said Bank was appointed Special Referee and he was directed to take accounts of the monies and owing to the said Bank under the said Mortgage.

**AND WHEREAS** on the 23<sup>rd</sup> day of July, 1962 the said Smt. SarajuBalaRoy died intestate leaving her surviving four sons namely SantiBhusan Roy, Sri InduBhusan Roy, Sri Haridas Roy and Sri Narayan Chandra Roy and only daughter Smt. Sadhana Roy Chowdhury as her heirs and legal representatives.

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**AND WHEREAS** by an order dated the 10<sup>th</sup> day of May, 1965 and made in the said Suit and said Special Referee was discharged and Dr. T.K. Banerjee, Barrister-at-Law was appointed Special Referee in his place and stead.

**AND WHEREAS** pursuant to the said order the said Dr. T.K. Banerjee as the Special Referee took accounts of the money due owing to the said Bank under the said Mortgage.

**AND WHEREAS** a final decree was passed in the said suit on or about the 9<sup>th</sup> day of January, 1967 for sale of the mortgaged property.

**AND WHEREAS** by the said final decree Sri. Ajoy Kumar Mitra, Bar-at-Law, was appointed as the Receiver of the mortgaged property and he was directed to sell in the first instance subject to reserve price such portion or portions of the vacant land comprised in the mortgage property as would be sufficiently to pay off the decretal amount to the said Bank.

**AND WHEREAS** the said Ajoy Kumar Mitra, Bar-at-Law by an order dated 21<sup>st</sup> day of December, 1972 was discharged and Mr. Prasanta Kumar Basu the Court Liquidator was appointed as receiver of the Mortgaged Property.

**AND WHEREAS** on the 07<sup>th</sup> day of January, 1976 InduBhusan Roy died intestate leaving behind him one son Sri Debabrata Roy and four daughter namely Smt. Sovana Majumder, Santana Chakraborty, Smt. Chhanda Dutta Majumder and Smt. Jolly Karmakara heirs and legal representatives and under the Hindu Succession Act.

**AND WHEREAS** Mr. Prasanta Kumar Basu the Court Liquidator and the Receiver called a meeting of the parties at his office on 3<sup>rd</sup> day of May, 1977 and the proceedings of which being recorded in the minute in the same date to the heirs of Late Debendra Chandra Roy and others confirmed to sale the property which is mortgaged in favour of Calcutta Commercial Bank Ltd. (In Liquidation) part of premises No. 22, Priya Nath Middy Road and in respect of Dag No. 3272 and 3275 and other Dags of Mouza and Police Station- Belghoria within the District of North 24 Parganas, measuring an area 27 Cottah 2 Chittacks and 11

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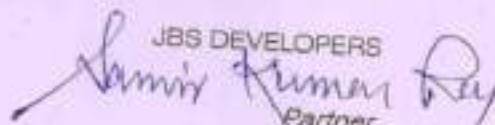
Sq. Ft. at the price of the property stated therein to Smt. BaniRoy or to her nominee or nominees.

**AND WHEREAS** one SriKshitish Chandra Sen the proposed to purchase a plot of Land measuring an area 05 Cottah 10 Chittacks be the same little more or less being Plot No. 5 of the revised Scheme Plan which is made by the said Liquidator and Receiver and in respect of Dag No. 3272 and 3275 of Mouza and Police Station- Belghoria, and being portion of premises no. 22, PriyaNathMiddyya Road, within the District of North 24 Parganas and the said Smt. Bani Roy has nominated the said SriKshitish Chandra Sen for purchase of the said land and by virtue of a Deed of Conveyance dated the 13<sup>th</sup> day of August, 1977 by and between Calcutta Commercial Bank Ltd. (In Liquidation) represented by Mr. Prasanta Kumar Basu as Court Liquidator and receiver, being the Vendor therein and the said SriKshitish Chandra Senas purchaser therein vide registered Deed of Conveyance dated 13<sup>th</sup> day of August, 1977 being Deed No. 3749 for the year 1977 registered in the Office of the Registrar of Assurances at Calcutta.

**AND WHEREAS** the said Mr. P.K Basu (the Court Liquidator) has executed a registered Deed of Rectification on the 10<sup>th</sup> day of May, 1978 before the Office of the Registrar of Assurances at Calcutta in favour of the said SriKshitish Chandra Sen due to some mistakes has been discovered in the said registered Deed of Conveyance dated 13<sup>th</sup> day of August, 1977.

**AND WHEREAS** after the aforesaid purchase the said SriKshitish Chandra Sen became in absolute owner and thus seized and possessed of or otherwise well sufficiently entitled to ALL THAT piece and parcel of land measuring an area 05 Cottah 10 Chittacks be the same little more or less being Plot No. 5 of the revised Scheme Plan made by the said Liquidator and Receiver and in respect of Dag No. 3272 and 3275 of Mouza and Police Station- Belghoria, and being portion of premises no. 22, PriyaNathMiddyya Road, within the District of North 24 Parganas.

**AND WHEREAS** the said SriKshitish Chandra Sen sold, delineate and/or transferred the entire plot of land measuring an area 05 Cottah 10 Chittacks be

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the same little more or less being Plot No. 5 of the revised Scheme Plan made by the said Liquidator and Receiver and in respect of Dag No. 3272 and 3275 of Mouza and Police Station- Belghoria, and being portion of premises no. 22, PriyaNathMiddyya Road, within the District of North 24 Parganas unto and in favour of Smt. Sikha Choudhury, daughter of Sri Dharendra Kumar Choudhury, the owner herein for a consideration amount vide a registered Deed of Sale dated 12<sup>th</sup> day of May, 1978 before the Office of the Registrar at Alipore, District- 24 Parganas recorded in Book No. 1, Volume No. 73 from Pages 243 to 253 being Deed no. 2514 for the year 1978.

**AND WHEREAS** after the aforesaid purchase the said Smt. Sikha Choudhury, daughter of Sri Dharendra Kumar Choudhury, the OWNER of the FIRST PART herein, became in absolute owner and thus seized and possessed of or otherwise well sufficiently entitled to ALL THAT piece and parcel of land measuring an area 05 Cottah 10 Chittacks be the same little more or less being Plot No. 5 of the revised Scheme Plan made by the said Liquidator and Receiver and in respect of Dag No. 3272 and 3275 of Mouza and Police Station- Belghoria, and being portion of premises no. 22, PriyaNathMiddyya Road, within the District of North 24 Parganas, free from all encumbrances which include all that piece and parcel of land morefully and particularly described in the schedule hereunder written.

The property owned by the Owner is specifically described in **SCHEDULE "A"** hereunder and "hereinafter referred to as the **"Said Premises"**.

**AND WHEREAS** the said Owner are now desirous of developing the said premises by constructing thereupon a new multistoried building after demolishing the existing structure, if any, in accordance with the sanctioned building plan to be approved by the competent authority. But due to financial stringency and/or paucity of funds the Owner are unable to start the construction of the said building and had been in search of Promoter and/or Developer, who can undertake the responsibility of construction of such building of the said premises of his/her own arrangement and expenses.

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**AND WHEREAS** being aware of such intention of the Owner, the Developer contacted the Owner and requested them to allow and develop the said premises as desired by the Owner by constructing the proposed building in accordance with the sanction plan to be sanctioned by the competent authority at the arrangement, cost and expenses of the Developer.

**AND WHEREAS** on negotiation between the parties, the Owner to allow the Developer to develop the said land measuring an area 05 Cottah 7 Chittacks be the same little more or less being Plot No. 5 of the revised Scheme Plan made by the said Liquidator and Receiver and in respect of Dag No. 3272 and 3275 of Mouza and Police Station- Belghoria, and being portion of premises no. 22, PriyaNathMidyya Road, within the District of North 24 Parganas, on the terms and conditions hereinafter contained.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES HERETO** the following terms and conditions.

#### **ARTICLE-I: DEFINITIONS**

1.1 **OWNER:-** Shall mean the said **SMT. SIKHA CHOUDHURY**, daughter of Sri Dhirendra Kumar Choudhury, by faith-Hindu, by occupation- Housewife, residing at 61, PriyaNathMidya Road, Post Office and Police Station- Belghoria, District- North 24 Parganas, Kolkata- 700056, and her heirs, executors, administrators, legal representatives and assigns.

1.2 **DEVELOPER:-** Shall mean **JBS DEVELOPERS (PAN No.: AAOFJ1911D)**, a partnership firm, having its office at D/3, Lake View Park, Kolkata- 700108, having and represented by one of the partner namely **1.SRI. SAMIR KR. ROY (PAN No.: AGJPR8408C)** son of Sri Sunil Kumar Roy, by faith- Hindu, by occupation- business, Nationality-Indian, of D/3 Lake View Park, P.S. Baranagar, P.O. I.S.I, Bonhoogly, Kolkata- 700108, and include their heirs, executors, administrators, legal representatives and assigns.

1.3. **TITLE DEEDS:-** Shall mean all the documents of Title relating to the said premises shall be handed over in attested copies to the Developer at the time of

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execution of this Agreement. The Owner are bound to produce all documents as and when necessary from time to time having acknowledgement/receipt from concerned authority and/or Developer.

1.4. **PREMISES:** Shall mean to ALL THAT piece or parcel of land measuring about 05 (Five) Cottah 7 (Chittacks), be the same a little more or less, being Plot No. 5, lying and situated at Mouza and Police Station- Belghoria, J.L. No. 3, R.S. No. 17, C.S. Khatian No. 308 comprised in Dag No. 3272 and 3275 being Holding No. 391, Ward No. 19 in respect of premises no. 22, PriyaNathMiddya Road, within Kamarhati Municipality and Sub Registry Office- Cossipore, Dum-Dum within the District of North 24 Parganas, together with all rights of easements facilities and amenities annexed thereto more fully and particularly mentioned and described in the SCHEDULE-"A" hereunder written.

1.5. **BUILDING:-** Shall mean a ground plus two (2) storied building to be constructed on the said premises as per sanction plan to be sanctioned by the competent authority and any further floors to be sanctioned by the said authority.

1.6. **OWNER'S ALLOCATION:-** Shall mean and has been mentioned in the SCHEDULE- "B" hereunder.

1.7 **DEVELOPER'S ALLOCATION:-** Shall mean and has been mentioned in the SCHEDULE "C".

1.8 **COMMON FACILITIES &AMENITIES:** Shall include roof, corridors, hall ways, stair ways, lift facility, passage way, drive ways, common lavatories, pump space, underground, water reservoir, overhead water tank, stair and stair landing on all floors, water pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance, management of the building and land there under or mutually agreed upon by the Owner of units/ floors/ flats/spaces which

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is mentioned in the **SCHEDULE "D"** hereunder.

1.9 **SALEABLE SPACE:** Shall mean units/floors/flats/garages/commercial spaces in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.

1.10 **COMMON EXPENSES:** Shall mean and include expenses incurred for the purpose of maintaining the said premises and the proposed building in particular the common parts as also meeting of the common expenses and matters relating to mutual right and obligations of the Developer, the Owner and their nominees including the intending Purchasers/ s and the common use and enjoyment thereof, which is mentioned in the **SCHEDULE-"E"** hereunder.

1.11 **ARCHITECT:** Shall mean shall mean such person or persons who may be entrusted and/ or appointed by the Developer for both designing and sanction of the building plan(s) on the said land and aforesaid.

1.12. **BUILDING PLAN:** Shall mean such plan to be prepared by the Architect for the construction of the building and to be sanctioned by the competent authorities as the case may be.

1.13. **BUILT UP AREA:** Shall mean and include the covered area of the flat, external and internal walls, stairs and stairs landing and columns, as specified in the Plan Sanctioned by the competent authority.

1.14. **SUPER BUILT UP AREA:-** Shall mean and include the built up area of the particular flat also include the proportionate share of each flat in the common spaces, common areas, underground water tanks, overhead water tanks, stair cases, walls, store room, tube wells, lobbies, corridors, darwan's room, and in all areas which is used for locating common services e.g., meter room etc. for eliminating of any disputes in the measurement of the proportionate share of each flat in the common areas.

1.15. **TRANSFEROR:** Shall mean the Owner and the Developer who intends to sell the flats and the Car Parking Space allotted to them respectively, to the

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intending buyer /buyers together with undivided proportionate share of the land and right to use the common space in multistoried building.

1.16. **TRANSFeree**: Shall mean the person, firm, limited company or an Association or persons to whom units / floors / flats / spaces / shops spaces in the building has been transferred.

1.17. **TRANSFER**: Shall mean with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is legally a transfer of multistoried building to Purchasers thereof.

1.18. **NOTICE**:- Shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto.

2. **SINGULAR**: Shall mean plural and vice versa, masculine shall include feminine and vice versa.

#### **ARTICLE-II; COMMENCEMENT.**

2.1 This Agreement shall be deemed to have commenced with effect from the date of execution thereof.

#### **ARTICLE-III; OWNER'S RIGHT REPRESENTATION**

3. 1. The Owner hereto absolutely seized and possessed of and/or well and sufficiently entitled to ALL THAT piece or parcel of land measuring about 05 (Five) Cottah 7 (Chittacks), be the same a little more or less, being Plot No. 5, lying and situated at Mouza and Police Station- Belghoria, J.L. No. 3, R.S. No. 17, C.S. Khatian No. 308 comprised in Dag No. 3272 and 3275 being Holding No. 391, Ward No. 19 in respect of premises no. 22, PriyaNathMiddya Road, within Kamarhati Municipality and Sub Registry Office- Cossipore, Dum-Dum within the District of North 24 Parganas.

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 Partner



3.2. Save and except the Owner nobody else have any right, title, interest, claim and demand whatsoever or howsoever and in respect of the said premises.

3.3. That the said premises is free from all encumbrances, charges, liens, attachments, mortgage, power of attorney, trusts whatsoever or howsoever.

3.4. That the Owner have not entered into any agreement for sale and/or development or any other agreement whatsoever or however in respect of the said premises prior to this agreement. This agreement is irrevocable.

3.5. That the said premises are not subject to any notice or acquisition or requisition.

#### **ARTICLE-IV: DEVELOPER'S RIGHTS**

4.1. The Owner hereby grant exclusive right to the Developer to develop the said premises by way of constructing a new ground plus two (2) storied building thereon in accordance with the building plan to be sanctioned by the competent authority with or without any amendment and/or modification thereto made or caused to be made by the parties thereto.

4.2. That the Developer shall pay a sum of Rs. 1,00,000/- (Rupees One Lac) only to the Owner herein at the time of execution of the Agreement, which is an interest free security deposit amount at the time of handing over the possession by the Owner to the Developer.

4.3. That the Developer shall pay and bear all expenses towards sanction plan, building material, lawyer, fees and all construction chargers of the new building and to complete it in all respectat its own costs or at the cost, Purchaser or Purchasers including architect fees charges expenses required to be paid or deposited for the purpose of development of the said premises and the Owner shall not have any responsibility in these respects.

4.4. It is made clear that save and except the share of the Owner in the proposed building as mentioned in **SCHEDULE-"B"**, hereunder all other units/floors/flats/spaces/shops/car parking spaces will be the property of the



Developer herein and if the Developer so desires, it could be disposed of by himself to the prospective buyers at any consideration or price at the sole discretion of the Developer.

4.5. The Developer herein shall have every right to sell, transfer and/or alienate all that flats to the intending purchasers from the said G+2 storied building to be constructed over the said premises as per sanctioned plan to be sanctioned by the competent authority, excluding the flats/premises which are morefully and particularly mentioned in the SCHEDULE-B hereinbelow, from the Owners Allocation.

#### **ARTICLE-V: CONSIDERATION**

5.1. In consideration of the Agreement along with an advance amount of Rs. 1,00,000/- (Rupees One Lakh) only, an interest free security deposit amount at the time of handing over the possession, which is to be paid by the Developer to the Owner at the time of execution of this agreement, the Owner has agreed to grant exclusive right of development of the said premises to Developer and the Developer agrees and/or undertakes to the Owner to hand over the share of 44% (forty four percent) of the entire complex under the said structure to be constructed as per sanctioned plan to be sanctioned by the Authority Concerned in the said premises morefully and particularly described in the Schedule-A given herein together with all easements rights, facilities and amenities annexed to the proposed building along with undivided impartiable proportionate share of the land underneath which is morefully and particularly mentioned in the **SCHEDULE "B"** hereunder written. Save and except the Owner's allocation the Developer is entitled to get the remaining portion of the building to be constructed as per sanction plan to be sanctioned by the competent authority upon the said premises together with undivided impartiable proportionate share of the land including common facilities and amenities available to the said building which is morefully and particularly mentioned in the **SCHEDULE "C"** hereinbelow.

5.2. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said plot or any part thereof to the Developer or in creating any right, title or interest in respect thereof to the



Developer save and except to commercially explore the same in terms hereof be construction the building on the said plot and to deal with Developer's Allocation/Saleable area in the building in the manner herein stated.

#### **ARTICLE-VI: POSSESSION**

6.1. The Owner has make over possession of the said premises simultaneously with the execution of this agreement.

#### **ARTICLE-VII: PROCEDURE**

7.1 The Owner shall grant and/or execute and register a General Power of Attorney in favour of the Developer for the purpose of for obtaining sanction plan from the competent authority to execute necessary documents, affidavits and Agreement for Sale and Deed of Conveyance/s in respect of undivided share of the land and other related works in favour of the intending Purchaser(s) etc of the said premises.

7.2 The Owner shall also grant proper authority to the Developer and/or their nominee or nominees by giving a Notarized General Power of Attorney as may be required by the Developer for the construction of the proposed building as per sanction plan to be sanctioned by the competent authority and for development of the said premises and represent the Owner for all purpose in connection with appropriate works before the appropriate authorities provided however the same shall not create financial liabilities upon the Owner

7.3 Apart from the registered and Notarized General Power of Attorney, the Owner do hereby undertake that they shall execute as and when necessary all papers, deeds, documents, plans etc. for the purpose of development of the said premises, if necessary.

#### **ARTICLE-VIII; DEALINGS OF SPACES IN THE BUILDING**

8.1. The Developer shall on completion of the building, put the Owner undisputed possession of the Owner's allocation TOGETHER WITH the rights, in common to the common facilities and amenities to be enjoyed proportionately with



other Owner of units/ floors/ flats/ spaces. The Developer also shall hand over possession to buyers from his allocation before handing over possession of the Owner's allocation.

8.2. The Owner will be entitled to transfer or otherwise the Owner's allocation in the building.

8.3. The Developer shall be exclusively entitled to her allocation with the right to transfer, or otherwise deal with or dispose of the same and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation provided the Developer complies with all the terms and conditions to be observed and performed by the Developer under these presents.

8.4. The Developer being the party of the Second Part shall be at liberty with exclusive right and authority to negotiate for sale of units/floor/flats/spaces/shops/car parking space/s together with proportionate share of land excluding the space of abided under Owner's allocation, as mentioned herein before of the said proposed building on the said premises with any prospective buyer/s on or before or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer/s as aforesaid, including earnest money or initial payments or part payment thereof shall be received by the Developer and the Owner's herein will have no right and share and will not be entitled to any portion thereof.

8.5. The Developer shall be entitled to enter into agreement for sale in respect of Developer's allocation on the basis of the registered General Power of Attorney and shall be entitled to sign all necessary documents on behalf of the Owner by virtue of the registered Power of Attorney however that such dealings shall not in any manner fasten or create any financial and legal liability upon the Owner.

8.6 On the strength of the registered General Power Attorney the Developer on behalf of the Owner shall execute and registered the Deed of Conveyance or Conveyances in favour of the intending Purchaser or Purchasers of the Developer's



allocation of the building only to convey the undivided proportionate share of the land of the said premises, save and except the Owner's allocation and the costs of conveyance or conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Purchaser or Purchasers thereof.

#### **ARTICLE-IX; BUILDINGS**

- 9.1 The Developer shall at its own costs construct erect and complete the building at the said premises in accordance with sanctioned plan with such materials and with such specification as are mentioned in the **SCHEDULE-"F"** hereunder written and as may be recommended by the Architect from time to time.
- 9.2 Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided which are into inferior to the standard as mentioned in the Building Laws.
- 9.3 The Developer shall install erect in the said building at the Developer's own costs standard new pump set, water storage tanks, overhead reservoirs, electric wiring fittings and other facilities as are required to be provided in a building having self contained units/floors/flats/spaces/shops/car parking space /s constructed for sale of flats herein on Ownership basis and as mutually agreed.
- 9.4 The Developer shall be authorized in the name of the Owner in so far as in necessary to apply for and entitlements and other allocations of or for cement, all types of steels, bricks other building materials and accessories allocable to the Owner for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, drainage sewerage and/or other facilities, if any available to the new building and other inputs and facilities required for the construction of enjoyment of the building.
- 9.5 The Developer shall at its own costs and expenses and without creating any financial or other liability to the Owner, construct and complete the said proposed building in it various units/floors/flats/spaces/shops/ car parking space/s



therein in accordance with the sanctioned building plan.

9.5 All costs, charges and expenses including architect's fees be discharged and paid by the Developer and the Owner will have no responsibility and/or liability in this Aspect to the Architect.

#### **ARTICLE-X: COMMON FACILITIES**

10.1 The Developer shall pay and bear all property taxes and other dues and out goings in respect of the building accruing due and as and from the date of this agreement till handover of the entire building to i.e. Owner's and purchaser's allocation.

10.2 As soon as the building is completed, the Developer shall after obtaining completion certificate from the competent authority and drainage connection, give written notice to the Owner requiring the Owner to take possession of the Owner' allocation in the building. Then after 30 (thirty) days from the date of service of such notice and at all times there after the Owner shall be exclusively responsible for payment of taxes, rates, duties dues and other public out goings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owner' allocations, the said rates to be apportioned pro-rata with reference to the saleable space in the building if any are levied on the building as a whole.

10.3. The Owner and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owner and the Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses, and proceedings, whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by Owner or the Developer in this behalf.

10.4. Any transfer or any part of the Owner's Allocation of the new building shall be subject to the other provisions hereof and the respective transferee shall have to be responsible in respect of the space transferred, to pay the said rates and



service charges for the common facilities in accordance with law.

10.5. If anyone fails to pay maintenance charges in respect of his particular area in that event they/he should pay interest as would be mutually determined between the Owner and buyers of other flats.

10.6. The Owner shall not do any acts deeds Developer shall be prevented from completion of the said building, as per approved plan.

10.7. Both the Developer and Owner herein shall enjoy their respective allocations/portions in the said building under their respective allocations/portions in the said building under their occupation forever and after registration of conveyance shall hold with absolute right of alienation, transfer, gift etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

#### **ARTICLE-XI: COMMON RESTRICTION**

11.0 The Owner's allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the Developer's allocation in the building intended for common benefits of all occupiers of the building which shall include the follows:-

11.1 Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

11.2. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.

11.3. Neither party shall transfer or permit to transfer of their respective allocations or any portion thereof unless :-



a. Such party shall have observed and performed all terms and conditions on their respective part to be observed and/or performed.

b. The proposed transferee shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area of each of their respective possession.

11.4 Both parties shall abide by all law, bye-laws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, bye laws, rules and regulations.

11.5 The respective allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particularly so as not to cause any damage the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from the against the consequence of any breach.

11.6 Neither party shall do or cause or permit to be done any act or thing which may render void and viable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any reach.

11.7 No goods or other items shall be kept by the either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.

11.8. Neither party shall throw or accumulate any dirt, rubbish, waster or refuse or permit the same to the thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.



12.8. Either of the parties shall permit other's agents with or without workmen and others at all reasonable times to enter into any upon the each party's allocation and each party thereof for the purpose of maintenance or repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/ or for the purpose of pulling down maintaining repairing and testing drains gas and water pipes and electric wires and for any similar purpose.

#### **ARTICLE-XII: OWNER' OBLIGATIONS**

12.1 The Owner doth hereby agree and covenant with the Developer not to cause any interference or hindrance in the lawful construction of the said building at the said premises by the Developer. If any unreasonable interference or hindrance is caused by the Owner or his agents servants representatives causing hindrance or impediment to such construction the Owner will be liable for damages.

12.2 The Owner doth hereby covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building at the said premises in favour of the intending buyers of units/ floors/flats/spaces/shops/car parking spaces in the said building. The Owner further gives undertaking for and on behalf of their agents, servants, representatives for similar act at their own liability and responsibility subject to fulfillment of the Developer's obligation to the Owner as agreed upon herein.

12.3. The Owner doth hereby agreed and covenant with the Developer not to let out, grant, lease mortgage and/or charge or part with possession of the said premises or any portion thereof before the construction is completed without the consent in writing of the Developer on and from the date of execution of this Deed/Agreement.

12.4. The Owner herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction and sale of the said building save and except in case of any illegal acts and default of the Developer. It is recorded herein that the completion period of the proposed



building shall be only 18 months from the date of sanction of the building plan. If the Developer fails to complete of the said proposed building within 18 months in that event the grace period of completing the construction is 6 months more. No further extension of time shall be allowed and time of completion shall be the essence of the contract.

12.5. The Owner herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said premises/lands or any portion thereof at any time during the subsistence of this agreements.

12.6. The Owner hereto without being influenced or provoked by anybody to hereby categorically avoid that as the Developer starts the construction of the said proposed building exclusively at his own cost arrangement and risk in as much as without having an financial participation and/or involvement on the part of the Owner hereto, the Owner henceforth for all times to come shall not raise any claim and/or press for any extra benefits and/or amount in terms of the General Power of Attorney although otherwise mentioned in thereof and the Developer shall be at liberty to receive any amount from any Purchaser/Purchasers in their own name and to appropriate the said sale proceeds of the units/floors/flats/spaces /shops/car parking of the said building with regard to its allocation at its sole discretion without having any attachment and/or share thereon of the Owner hereto. Be it recorded that the money collected by the Developer from the purchaser/purchasers shall not in any way fasten the Owner with any liability nor shall it create charge upon the said property or any part thereof.

#### **ARTICLE-XIII: DEVELOPER'S OBLIGATIONS**

13.1. The Developer doth hereby agrees and covenants with the Owner to complete the construction of the building within 18<sup>th</sup> months from the date of sanction of the building plan and the grace period of completing the construction is 6 months more. No extension of time shall be allowed under any circumstances whatsoever.

13.2. The Developer hereby agrees and covenants with the Owner not do any act



... or things whereby the Owner is prevented from enjoying selling assigning and/or disposing of any of the Owner' allocations in the building at the said premises.

13.3. The Developer doth hereby agree and covenant with the Owner not to transfer and/or assign the benefits of this agreement or any portion thereof to any party or parties without the consent in writing of the Owner.

13.4. The Developer hereby agrees covenants with the Owner not to violet or contravenes any of the provisions of rules applicable to the construction of the said building.

13.5. The Developer hereby agrees and covenants with the Owner not to part with possession of the Owner' Allocation or any portion thereof to any third party as agreed upon but the developer may deliver or part with possession of its allocated portion to any one, may enter into agreement with party or parties for sale of any part of its allocated portion in the building to be erected upon the said premises.

13.6 The Developer hereby agrees and covenants with the Owner of the Developer shall procure the completion certificate from concerned authority being New Town before delivery of Owner's Allocation.

#### **ARTICLE-XIV: OWNERINDEMNITY**

14.1. The Owner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances on the part of the Owner provided the Developer performs and fulfills all the terms and conditions herein contained and/or in its part to be observed and performed.

#### **ARTICLE-XV: DEVELOPER'S INDEMNITY**

15.1. The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising of any sort of act of accident or omission or commission of the Developer in relation to the making of construction of the said building and the Developer also fully responsible if the construction fails down due



liability of the materials and other patent defects thereto.

15.2. The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the developer's action with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect there in.

#### **ARTICLE-XVI; MISCELLANEOUS**

16.1. The Owner and the Developer have entered into the Agreement purely as a contract on basis of this joint venture agreement and under any circumstances this shall not be stated as partnership and/or Associations or persons in between the Owner and the Developer.

16.2 Immediately after possession of premises, be given by the Owner, the Developer shall be entitled to start construction of the said building at the said premises in accordance with the sanctioned building plan.

16.3. The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions suits proceedings cots charges and expenses in respect thereof.

16.4. The Developer and/or his nominees and the Owner shall mutually frame scheme for the management and administration of the said building and/or common parts hereof the Owner hereby agree to abide by all the rules and regulations to be framed by any society/association/ holding/ organization and/or any other organization who will be in charge of such management of the affairs of the building and/or common parts thereof and hereby give their consent to abide by such rules and regulations it is made clear that the Owner of the respective units shall maintain the said building, after the handover possession to the prospective buyers by the Developer.

16.5. As and from the date of completion of the building the Developer and/or its transferees and the Owner and/or their transferees shall each be liable to pay and



their proportionate charges on account of ground rent and wealth taxes and other taxes and maintenance charges payable in respect of their respective spaces.

16.6. The proposed building to be constructed by the Developer shall be made in accordance with the specifications morefully particularly mentioned and described in the **SCHEDULE "E"** hereunder written.

#### **ARTICLE-XVII: FORCE MAJEURE**

17.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative objections prevented by the existence of the "**Force Majeure**" and shall be suspended from the obligation during the duration of the "**Force Majeure**".

17.2. "**Force Majeure**" shall mean, flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act or commission beyond the control of the parties hereto.

#### **ARTICLE - XVIII: PENAL CLAUSE**

18.1 If the Developer fails and /or neglect to complete the construction of the said building within the time period stipulated herein (Time being considered as the essence of this contract) then the Developer or their nominee or nominees shall forthwith lose all the rights under this Agreement that is to say all such rights will be forfeited and this Agreement shall stand ipso facto cancelled and determined subject to the right of the Owner by reasons of the breach of the contract on the part of the Developer. In case of cancellation of this Agreement the nominee of the Developer with whom the Developer might have in the meantime entered into agreement for transfer of the Developer's Allocation in the building and might have received advanced/earnest money/ consideration money, shall have no right or cause of action against the Owner. Neither the nominee or nominees shall have any right over the area booked by them in the said premises and further that in such cases all the moneys paid by such nominees to the Developer shall be forfeited so far as the Owner are concerned and that the Owner be absolutely free from all nominee or nominees and the Owner shall have every right to enter into



... contract with any other Developer or Developers or others for completion of the building **NOT WITHSTANDING** anything contained hereinabove the nominee or nominees of the Developer shall not lose entitlement to contain the areas booked by such nominee or nominees on conditions that further payment of the said building is made by such nominees or nominees proportionately either direct to the Owner or to the new Developer to be appointed by the Owner in place and stead of the present Developer.

18.2 Similarly, for any act, commissions on the part of the Owner, if the Developer is prevented from completing and/or unable to complete the construction of the said building in all respect within the stipulated period then and in that event the Developer shall have the right to claim damages and the Owner shall also remain bound to pay damages to the Developer as will be sustained by the Developer without raising any objection thereof **PROVIDED HOWEVER** this claim will not applicable to the Owner if they are constrained to take such actions for the lapse or acts of the Developer.

#### **ARTICLE-XIX; JURISDICTION**

19.1. The Courts (Civil & Criminal) shall have the jurisdiction to entertain and determine all actions suits and proceedings out of these presents between the parties hereto.

#### **THE SCHEDULE "A" ABOVE REFERRED TO** (Description of the said premises)

**ALL THAT** piece and parcel of land measuring about 05 (Five) Cottah 7 (Chittacks), be the same a little more or less, being Plot No. 5, lying and situated at Mouzā and Police Station- Belghoria, J.L. No. 3, R.S. No. 17, C.S. Khatian No. 308 comprised in Dag No. 3272 and 3275 being Holding No. 391, Ward No. 19 in respect of premises no. 22, PriyaNathMiddya Road, within Kamarhati Municipality and Sub Registry Office- Cossiporē, Dum-Dum, <sup>Previously Belghoria</sup> within the District of North 24 Parganas, together with rights of easements facilities and amenities annexed thereto, which is butted and bounded as follows:



- ON THE NORTH** :- by the Plot No. 7 owner Sri D.P. Banerjee.
- ON THE SOUTH** :- 6' Ft. wide common passage and C.S. Dag No. 3274.
- ON THE EAST** :- by the Plot No. 3 owner Sri Sunil Bhattacharyya and 6' Ft. wide common passage
- ON THE WEST** :- 10' Ft. wide common passage

**THE SCHEDULE "B" ABOVE REFERRED TO**  
(Owner's Allocation)

That the Present Owner will be entitled to get a share of 44% (forty four percent) of the entire complex to be constructed on the said property, which is morefully and particularly described in the SCHEDULE-A given herein together with all easements rights, facilities and amenities annexed to the proposed building along with undivided impartible proportionate share of the land, including common area, stair and lobby lying underneath, which includes as follows:

**a) On the Ground Floor:-**

- i) A residential flat measuring about 582 Sq. Ft., more or less, covered area on the south-east-west side, consisting of two (2) bedrooms, one (1) dining-cum-drawing room, a kitchen, one (1) bath-cum toilet and one (1) toilet and a balcony of the proposed G + 2 storied building to be constructed.
- ii) One parking space being no 1, measuring about 182 Sq. Ft., on the southwest corner of the proposed G + 2 storied building to be constructed.
- iii) One parking space being no 2, measuring about 174 Sq. Ft., on the southern side of the proposed G + 2 storied building to be constructed.

**b) On the First Floor:-**

- i) A residential flat measuring about 631 Sq. Ft., more or less, covered area on the south-west corner, consisting of two (2) bedrooms, one (1) dining-cum-drawing room, a kitchen, one (1) bath-cum toilet and one (1) toilet and a balcony of the proposed G + 2 storied building to be constructed.

**c) On the Second Floor:-**



- i) A residential flat measuring about 581 Sq. Ft., more or less, covered area on the south-west corner, consisting of two (2) bedrooms, one (1) dining-cum-drawing room, a kitchen, one toilet and a balcony of the proposed G + 2 storied building to be constructed.
- ii) A residential flat measuring about 631 Sq. Ft., more or less, covered area on the south-east corner, consisting of two (2) bedrooms, one (1) dining-cum-drawing room, a kitchen, one (1) toilet and a balcony of the proposed G + 2 storied building to be constructed.
- d) After adjusting the areas of the aforesaid flats from the total share of 44% the owner shall entitle to receive the remaining balance share from ground floor.

**THE SCHEDULE "C" ABOVE REFERRED TO**  
(Developer's Allocation)

Excluding the Owner's Allocation, the Developer is entitled to get the remaining portion of the building to be constructed as per sanction plan which is to be sanctioned by the competent authority upon the land mentioned in the SCHEDULE "A" premises as hereinabove mentioned together with undivided impartible proportionate share of the land including common facilities and amenities available to the said premises.

**THE SCHEDULE "D" ABOVE REFERRED TO**  
(Common Areas/Portions)

1. Entrance and exits to the said premises and the proposed building.
2. Boundary walls and main gate of the said premises and proposed building.
3. Ultimate Roof Top of the proposed building.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use).



5. Space underneath the stairs of the ground floor where meters will be installed and electrical wiring and other fittings (excluding only those as are to be installed within the exclusive area of any flat and / or exclusively for its use).
6. Staircase and staircase landings, lobbies on all the floors, entrance lobby, darwan's room.
7. Lift facility on the entire complex for all floors.
8. Water supply system water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Building.
9. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said premises and the said Building as are necessary for passage and user of the flats / units in common by the co-Owner.
10. Land underneath of the proposed building.
11. Common bath cum privy in the ground floor of the proposed building.

**THE SCHEDULE "E" ABOVE REFERRED TO**  
(Common expenses)

On completion of the building, the Owner, the Developer and their nominees including the intending Purchasers shall regularly and punctually pay proportionate share of the common expenses as fully described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said Building including the outer and external walls of the said Building;
- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.;
- c) All charges and deposits for supplies of common utilities to the Co-owner in common;



- d) Municipal Tax, water tax and other levies in respect of the said Premises and the proposed Building save those separately assessed on the Purchasers;
- e) Costs of formation and operating the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) Electricity charges for the electricity the operation of common services;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the Co-owner in common;

**THE SCHEDULE "F" ABOVE REFERRED TO WORK  
SCHEDULE/SPECIFICATION**

Sl.No.	Item	Description
1.	R.C.C. FRAME WORK STRUCTURE	Concrete Mix (1: 2: 4) cement, sand & stone chips.
2.	BRICK WORK	All exterior brickwork and walls shall be 8" thick 85 all internal walls shall be 3" thick erected in Cement Mortar Ratio of (1: 5) except the staircase interior walls and separating walls between tenements will be 5" thick. Bricks shall be of 1st class grade
3.	FLOOR: SKIRTING & DADO	(a) Vitrified tiles flooring to be laid on all rooms and to skirting 4' high.  (b) Kitchen to have marble flooring (as per discretion of the Developer) and ceramic

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*Vamin Kumar Ray*  
Partner



(b) Stair room shall be provided with light and ventilation.

(c) M.S. Grill stair railing to be provided with wooden hand rail.

(d) Flooring of Staircase: Marble flooring to be laid and to skirting 6" high.

9. LIFT

One four (4) passenger lift will be provided.

10. SANITARY  
PLUMBING

& All plumbing lines shall be concealed

11. TOILETS

(a) One shower.

(b) One No. of Tap with Hot & Cold Mixture in the main toilet.

(c) One water closet of white colour)

(d) One washbasin of white colour with taps (One toilet)

(e) Geiser Point.

12. KITCHEN

(a) One sink with tap.

(b) 2 ft. wide marble working top as in layout.

13. WATER SUPPLY

(a) Water Reservoir will be provided at the Roof top.

(b) Suitable electric pump will be installed at the G.F. to deliver water to overhead



water reservoir from G.F. water reservoir.

14. ELECTRICAL  
INSTALLATION

- (a) One suitable electrical connection and meter from concerned electricity company For the entire building. Separate meter for individual flat at purchaser cost and persuasion.
- (b) One fan point, Two light points, and one Samp plug point in bed rooms.
- (c) Only one air condition point at the master-bedroom
- (d) Three light points, Two fan points, Two 5 Amp plug points in the living and dining room.
- (e) One light point and one exhaust fan point and one 5 Amp point in kitchen.
- (f) One light point and one exhaust fan point in each toilet.
- (g) All electrical lines will be as per existing regulation shall be concealed.
- (h) MCB/MCCB will be provided adequately depending on the electrical distribution system. (i) A.C. Point (Extra charges).

15. ROOF

- (a) A 3'-0" high parapet wall shall be erected as per elevation all round the roof slab.

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(b) Suitable 4" dia. PVC pipes shall be provided for proper drainage of rain water.

16. COMPOUND

(a) Compound will be paved where required.

(b) 5'-0" high boundary wall will be erected all round.

(c) One M.S. Grill gate shall be provided.

(d) Garage Floor is to be provided with light points.

**MAKE OF MATERIALS**

**Flooring:**

- Vitrified tiles flooring to be laid on all rooms and to skirting 4" high.

**Electrical**

- All switches and sockets of standard quality and wire will be of ISI standard.

**Doors**

- All doors finished will be of primer.

**Windows**

- Aluminum frame of suitable section and glass fitted in pallas which are suitable.

**Bathrooms**

- Sanitary Fittings ..... Hind Ware / Parry Ware
- Plumbing Fittings.....Essco / Jaquar or same
- Floring ..... Vitrified Tiles
- Tiles.....Standard Quality

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*Samin Kumar Roy*  
 Partner

**Kitchen**

- Steel Sink..... Standard Quality
- Flooring.....Marble
- Tiles..... Standard Quality
- Topping.....Marble

**IN WITNESS WHEREOF** the **PARTIES** have put their respective signature on the day, month and year first above written.

**SIGNED SEALED & DELIVERED** by the **PARTIES** at Kolkata in the Presence of:-

**WITNESSES:**

1. *Bhadra Kishor Choudhury*  
61, Pooja Nalla Mukherjee Rd.  
Belghata, Cal-700056.

*Sikha Choudhury*  
Signature of the **OWNER**

2. *Pranay Kumar Das*  
Machhat Bhatt  
Kst. 87

*Samir Kumar Ray*  
Signature of the **DEVELOPER**

**Drafted by and Prepared**  
**in the Office of:-**

*Pranay Kumar Das*

ADVOCATE.  
HIGH COURT CALCUTTA  
WB/1941/2011

JBS DEVELOPERS  
*Samir Kumar Ray*  
Partner



**MEMO OF CONSIDERATION**

**Received** from the within-named DEVELOPER the within-mentioned sum of Rs. 1,00,000/- (Rupees Five Lacs) only, an interest free refundable security deposit, under the particulars given herein below, for the above scheduled property.

SL. NO.	MODE OF PAYMENT	AMOUNT
1.	By Cheque No. <u>6-3-2019</u> , Dated <u>088022</u> , Drawn On Bank, Branch, <u>A D F C</u>	Rs. 1,00,000/-
<b>TOTAL</b>		Rs. 1,00,000/-
<b>(RUPEES ONE LACS ONLY)</b>		

**WITNESSES:**

1. *Bishnu, Bala Choudhary*  
*6, High Milk Milkland*  
*Belgachia, Kat - 700056*
2. *Pranay Kumar Das*

*Sivka Choudhary*  
Signature of the  
Representative of the **OWNER**

JBS DEVELOPERS  
*Samir Kumar Roy*  
Partner

## Major Information of the Deed

Deed No :	I-1526-04819/2019	Date of Registration	27/11/2019
Query No / Year	1526-1000233974/2019	Office where deed is registered	
Query Date	11/11/2019 1:06:38 PM	A.D.S.R. Belghoria, District North 24-Parganas	
Applicant Name, Address & Other Details	Pranay Kumar Das Nimta Birati, Thana : Nimta, District : North 24-Parganas, WEST BENGAL, PIN - 700051 Mobile No. : 9330161092, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 66,45,002/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 1,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip. (Urban area)		

### Land Details :

District: North 24-Parganas, P.S:- Belgharia, Municipality: ARIADHA KAMARHATI, Road: Priyanath Midya street, Mouza: Belghoria, Premises No: 22, Ward No: 19, Holding No:391 JI No: 3, Pin Code : 700056

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-3272	LR-308	Bastu	Bastu	3 Katha	1/-	36,00,001/-	Width of Approach Road: 10 Ft.,
L2	LR-3275	LR-308	Bastu	Bastu	2 Katha 7 Chatak	1/-	29,25,001/-	Width of Approach Road: 10 Ft.,
<b>TOTAL :</b>					<b>8.9719Dec</b>	<b>2 /-</b>	<b>65,25,002 /-</b>	
<b>Grand Total :</b>					<b>8.9719Dec</b>	<b>2 /-</b>	<b>65,25,002 /-</b>	



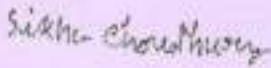
### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	400 Sq Ft	1/-	1,20,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 400 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tile Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>400 sq ft</b>	<b>1 /-</b>	<b>1,20,000 /-</b>	

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 Partner






**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Smt Sikha Choudhury</b> Daugther of Mr Dharendra Kumar Choudhury Executed by: Self, Date of Execution: 27/11/2019 , Admitted by: Self, Date of Admission: 27/11/2019 ,Place : Office	 <small>27/11/2019</small>	 <small>LTI 27/11/2019</small>	 <small>27/11/2019</small>
61 Priya Nath Midya Road, P.O:- Belgharia, P.S:- Belgharia, District:-North 24-Parganas, West Bengal, India, PIN - 700056 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AVYPN1123A,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by Self, Date of Execution: 27/11/2019 , Admitted by: Self, Date of Admission: 27/11/2019 ,Place : Office				

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Jbs Developers</b> D/3 Lake View Park, P.O:- I S I, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700108 PAN No.:: AAOFJ1911D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Shri Samir Kumar Roy (Presentant)</b> Son of Shri Sunil Kumar Roy Date of Execution - 27/11/2019, , Admitted by: Seif, Date of Admission: 27/11/2019, Place of Admission of Execution: Office	 <small>Nov 27 2019 1:02PM</small>	 <small>LTI 27/11/2019</small>	 <small>27/11/2019</small>
D/3 Lake View Park, P.O:- I S I, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN 700108, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGJPR8408C,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Jbs Developers (as partner)				

  
**JBS DEVELOPERS**  
 Samir Kumar Roy  
 Partner



**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Pranay Kumar Das</b> Son of Late Girendar Das Nimta Birati, P.O.- Birati, P.S.- Nimta, District-North 24-Parganas, West Bengal, India, PIN - 700051			
	27/11/2019	27/11/2019	27/11/2019

Identifier Of Smt Sikha Choudhury, Shri Samir Kumar Roy.

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Smt Sikha Choudhury	Jbs Developers-4.95 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Smt Sikha Choudhury	Jbs Developers-4.02187 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Smt Sikha Choudhury	Jbs Developers-400.00000000 Sq Ft

**Endorsement For Deed Number : I - 152604819 / 2019**

**On 11-11-2019**

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 66,45,002/-



**Saikat Patra**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. Belghoria**  
**North 24-Parganas, West Bengal**

**On 27-11-2019**

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : (g) of Indian Stamp Act 1899.

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 12:50 hrs on 27-11-2019, at the Office of the A.D.S.R. Belghoria by Shri Samir Kumar Roy .

  
**JBS DEVELOPERS**  
**Samir Kumar Roy**  
**Partner**



**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 )**

Execution is admitted on 27/11/2019 by Smt Sikha Choudhury, Daughter of Mr Dharendra Kumar Choudhury, 61 Priya Nath Midya Road, P.O. Belghoria, Thana: Belghoria, North 24-Parganas, WEST BENGAL, India, PIN - 700056, by caste Hindu, by Profession House wife

Identified by Mr Pranay Kumar Das, Son of Late Girendar Das, Nimta Birati, P.O: Birati, Thana: Nimta, North 24-Parganas, WEST BENGAL, India, PIN - 700051, by caste Hindu, by profession Business

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]**

Execution is admitted on 27-11-2019 by Shri Samir Kumar Roy, partner, Jbs Developers (Partnership Firm), D/3 Lake View Park, P.O.-I.S.I, P.S - Baranagar, District-North 24-Parganas, West Bengal, India, PIN - 700108

Identified by Mr Pranay Kumar Das, Son of Late Girendar Das, Nimta Birati, P.O: Birati, Thana: Nimta, North 24-Parganas, WEST BENGAL, India, PIN - 700051, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,021/- ( B = Rs 1,000/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/11/2019 5:18PM with Govt. Ref. No: 192019200099082871 on 26-11-2019, Amount Rs: 1,021/-, Bank State Bank of India ( SBIN0000001), Ref. No. CKL3979500 on 26-11-2019, Head of Account 0030-03-104-001-16

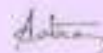
**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 9,921/-

**Description of Stamp**

1 Stamp: Type: Impressed, Serial no 188635, Amount: Rs.100/-, Date of Purchase: 11/01/2019, Vendor name: S Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/11/2019 5:18PM with Govt. Ref. No: 192019200099082871 on 26-11-2019, Amount Rs: 9,921/-, Bank State Bank of India ( SBIN0000001), Ref. No. CKL3979500 on 26-11-2019, Head of Account 0030-02-103-003-02



**Saikat Patra**

**ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. Belghoria  
North 24-Parganas, West Bengal**

JBS DEVELOPERS  
  
Partner

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1526-2019, Page from 159169 to 159216  
being No 152604819 for the year 2019.



Digitally signed by SAIKAT PATRA  
Date: 2019.11.27 17:37:26 +05:30  
Reason: Digital Signing of Deed.

*Saikat Patra*

(Saikat Patra) 27-11-2019 17:37:12  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. Belghoria  
West Bengal.

(This document is digitally signed.)