

1000 F03/2019

T-648/19

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AB 548609

28.2.19
aw 12.08.19
S-1-49146/19

P.V: R 69,95,255

Certified that the document is admitted to registration. The signature sheet/s and the encourment sheets attached with this document are the part of this document

District Sub-Registrar
West Bengal South 24 Pargan

28 FEB 2019

DEVELOPMENT AGREEMENT

THIS INDENTURE is made on this the 28th day of February Two Thousand Nineteen (2019) A.D.

Sourajit Mitra

25 FEB 2019

31487

No. Rs. **100/-** Date.....

Name: *Soumya Bandhary*

Address: *T. D. I. Subhankar Patta*

Vendor:

Alipur Collectorate, 24 Pgs. (S)
SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol-27

Bandhary
Kol-84.

[Handwritten signature]



7

District Sub-Registrar-I
Alipore, South 24 Parganas

28 FEB 2019

Sudip Saha

Sou et Krishna Saha

S-3. Kamdahari Purba Para, Taltala

Garia - P.S. Bardhamani

Kol-84 .

Business

BETWEEN SRI NARAYAN CHANDRA SAHA, PAN -
AMAPS2255H, Mobile No. 98.30462737, son of Late Nakul
Chandra Saha, by Nationality - Indian, by faith - Hindu, by
occupation - Business, residing at Q-31, Kamdahari
Purbapara, Post Office - **Garia**, Police Station - formerly
Regent Park presently **Bansdroni**, Kolkata - 700084,
hereinafter shall be called, mentioned and referred to as
the "**OWNER**" (which expression shall unless excluded by
or repugnant to the context be deemed to mean and include
his heirs, executors, administrators, successors, legal
representatives and/ or assigns) of the **ONE PART.**

AND

"SOUMYA CONSTRUCTION" a Proprietorship Firm,
having its registered office at T-21, Subhas Pally, Post Office
- **Garia**, Police Station - **Bansdroni**, Kolkata - 700084, is
being represented by its Proprietor namely **SRI SOUMYAJIT**
MAITI, PAN - AYNPM6694H, Mobile No. 8240428927, son of

Registrar and Additional District Sub-Registrar at Alipore,
District South 24 Parganas.

AND WHEREAS after demise of said PURNAMOYEE
DASI @ PURNA SHASHI DASI, her three daughters namely
SURABALA DASI, NANIBALA DASI & ANILA BALADASI sold
the said land to one ROHINI KARMAKAR @ ROHINI KANTA
KARMAKAR @ MOHINI KANTA KARMAKAR by virtue of a Deed
of Conveyance which was duly registered on 01.11.1939 and
the said Deed was recorded in Book No. I, Volume No. 21,
Pages from 191 to 195, being No. 1236, for the year 1939.

AND WHEREAS the said ROHINI KARMAKAR @
ROHINI KANTA KARMAKAR @ MOHINI KANTA KARMAKAR
was died on 5th Ashar, 1348 leaving behind his one and
only son namely MADHUSUDHAN KARMAKAR as his only
legal heirs and successors.

AND WHEREAS the said MADHUSUDHAN KARMAKAR
sold 02 Cottahs 08 Chittaks 00 Sq.ft. of Danga land, lying
and situated at Mouza - Kamdahari, J.L. No. 49, District

Soumyajit Hiti

Collectorate Touzi No. 14, R.S. No. 200, appertaining to R.S. Dag No. 8371571, comprised in R.S. Khatian No. 291, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, Police Station - formerly Tollygunge then Regent Park now Bansdroni, District Sub-Registrar and Additional District Sub-Registrar at Alipore, District South 24 Parganas to one BRAJABALA BHOWMICK wife of Ramanath Bhowmick of 7, Zarip Lane, Bidon Street by virtue of a Deed of Conveyance which was recorded in Book No. I, Volume No. 35, Pages from 254 to 257, being No. 2000.

AND WHEREAS after purchasing the said plot of land said BRAJABALA BHOWMICK assessed her property and mutated her name in the record of Kolkata Municipal Corporation and her property was known and numbered as **93, Kamdahari Purbapara** and Assessee No. 31-111-12-0093-6 and also constructed structure in her premises.

AND WHEREAS as while being enjoyment her property said BRAJABALA BHOWMICK gifted/bequeathed her

Soumyajit Hiti

property to her five sons namely RAGHUNATH BHOWMIK, BAIDYANATH BHOWMICK, DEBNATH BHOWMICK, SURYANATH BHOWMICK (being deceased) and BASUDEB BHOWMICK by virtue of a Deed of Gift which was recorded in Book No. I, Volume No. 16, Pages from 3465 to 3492, being No. 5338 for the year 2008 and the said one son namely SURYANATH BHOWMICK was died intestate leaving behind his wife of namely CHAYA BHOWMICK one son namely SUDIP BHOWMICK and one daughter namely SUDIPTA BHOWMICK and they inherited the 1/5th share of the total property of BARJABALA BHOWMICK.

AND WHEREAS the said RAGHUNATH BHOWMIK, BAIDYANATH BHOWMICK, DEBNATH BHOWMICK,, BASUDEB BHOWMICK, CHAYA BHOWMICK, SUDIP BHOWMICK, SUDIPTA BHOWMICK, sold 02 Cottahs 08 Chittaks 00 Sq.ft. of Danga land, lying and situated at Mouza - Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, R.S. No. 200, appertaining to R.S. Dag No. 837/1571, comprised in R.S. Khatian No. 291, under the jurisdiction of

Soumyajit Hriti

Kolkata Municipal Corporation, Ward No. 111, being K.M.C. Premises No. 93, Kamdahari Purbapara, Police Station - formerly Tollygunge then Regent Park now Bansdronei, District Sub-Registrar and Additonal District Sub-Registrar at Alipore, District South 24 Parganas to NARAYAN CHANDRA SAHA, KRISHNA SAHA, GOBINDA SAHA, SUBHASH SAHA, TAPAS SAHA and PRADIP SAHA by virtue of a Deed of Conveyance which was duly registered in the office of D.S.R. - I at Alipore on 06.12.2017, and recorded in Book No. I, Volume No . 1601, being 3636, for the year 2017.

AND WHEREAS *while possessing the said plot of land KRISHNA SAHA, GOBINDA SAHA, SUBHASH SAHA, TAPAS SAHA and PRADIP SAHA gifted bequeathed their 5/6 share of total land and structure standing thereon to NARAYAN CHANDRA SAHA by virtue of a Deed of Gift which was duly registered in the office of A.D.S.R. at Alipore, recorded in Book No. I, being 0873, for*

Soumyajit Haire

the year 2018 and the said NARAYAN CHANDRA SAHA became the absolute owner of 02 Cottahs 08 Chittaks 00 Sq.ft. of Danga land, lying and situated at Mouza - Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, R.S. No. 200, appertaining to R.S. Dag No. 837/1571, comprised in R.S. Khatian No. 291, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, being K.M.C. Premises No. 93, Kamdahari Purbapara, Police Station - formerly Tollygunge then Regent Park now Bansdroni, District Sub-Registrar and Additonal District Sub-Registrar at Alipore, District South 24 Parganas.

AND WHEREAS *the said MADHUSUDHAN KARMAKAR was died intestate leaving behind his wife CHARU BALA DASI and five sons namely ANANTALA KARMAKAR, HARIPADA KARMAKAR, BISHNUPADA KARMAKAR, KRISHNAPADA KARMAKAR and BHAKANATH KARMAKAR as his only legal heirs and successors who sold 02 Cottahs 00 Chittak 00 Sq.ft. of Danga land, lying and situated at Mouza - Kamdahari, J.L. No. 49, District Collectorate Touzi*

Saumyajit Hait

No. 14, R.S. No. 200, appertaining to R.S. Dag No. 837/1571, comprised in R.S. Khatian No. 291, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, Police Station - formerly Tollygunge then Regent Park now Bansdrani, District Sub-Registrar and Additonal District Sub-Registrar at Alipore, District South 24 Parganas TO one DURGA RANI ROY by virtue of a Deed of Conveyance which was duly registered in the Office of the S.R. Alipore on 19.01.1950 and recorded in Book No. I, Volume No. 91, Pages from 170 to 173, being No. 5391/1950.

AND WHEREAS after purchasing the said plot of land said DURGA RANI ROY assessed her property and mutated her name in the record of Kolkata Municipal Corporation and her property was known and numbered as **91, Kamdahari Purbapara** and Assessee No. 31-111-12-0013-2 and also constructed 1300 Sq.ft. pucca structure in her Premises.

AND WHEREAS after that said DURGA RANI ROY sold, conveyed, transferred 02 Cottahs 00 Chittak 00 Sq.ft. of

Soumyajit Hathi

Danga land, lying and situated at Mouza - Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, R.S. No. 200, appertaining to R.S. Dag No. 837/1571, comprised in R.S. Khatian No. 291, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, being K.M.C. Premises No. 91, Kamdahari Purbapara, Police Station - formerly Tollygunge then Regent Park now Bansdronei, District Sub-Registrar and Additonal District Sub-Registrar at Alipore, District South 24 Parganas to NARAYAN CHANDRA SAHA by virtue of a Deed of Conveyance which was duly registered in the office of the A.D.S.R. Alipore on 13.06.2008, and recorded in Book No. I, C.D. Volume No. 22, Pages from 225 to 239, being No. 4901/2009.

AND WHEREAS *the said MADHUSUDHAN KARMAKAR sold 02 Cottahs 08 Chittaks 00 Sq.ft. of Danga land, lying and situated at Mouza - Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, R.S. No. 200, appertaining to R.S. Dag No. 837/1571, comprised in R.S. Khatian No. 291, under the jurisdiction of Kolkata Municipal Corporation, Ward No.*

Soumyajit-Haiti

111, Police Station - formerly Tollygunge then Regent Park now Bansdroni, District Sub-Registrar and Additonal District Sub-Registrar at Alipore, District South 24 Parganas to KAMALA BALA ROY wife of Nripendra Nath Roy by virtue of a Deed of Conveyance which was duly registered in the office of D.R. Alipore on 17.05.1949 and recorded in Book No. I, Volume No. 31, Pages from 251 to 254, being No. 1999/1949.

AND WHEREAS after demise of said MADHUSUDHAN KARMAKAR his five sons namely ANANTALA KARMAKAR, HARIPADA KARMAKAR, BISHNUPADA KARMAKAR, KRISHNAPADA KARMAKAR and BHAKANATH KARMAKAR, as his legal heirs and successors sold 00 Cottah 08 Chittaks 00 Sq.ft. of Danga land, lying and situated at Mouza - Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, R.S. No. 200, appertaining to R.S. Dag No. 837/1571, comprised in R.S. Khatian No. 291, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, Police Station - formerly Tollygunge then Regent Park now Bansdroni,

Soumyajit Hathi

District Sub-Registrar and Additonal District Sub-Registrar at Alipore, District South 24 Parganas to the said KAMALA BALA ROY by virtue of a Deed of Conveyance which was duly registered in the Office of D.R. Alipore on 13.05.1950 and recorded in Book No. I, Volume No. 91, Pages from 174 to 177, being No. 4892/1950 and the said KAMALA BALA ROY become the absolute owner of 03 Cottahs 00 Chittaks 00 Sq.ft. of Danga land, lying and situated at Mouza - Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, R.S. No. 200, appertaining to R.S. Dag No. 837/1571, comprised in R.S. Khatian No. 291, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, Police Station - formerly Tollygunge then Regent Park now Bansdroni, District Sub-Registrar and Additonal District Sub-Registrar at Alipore, District South 24 Parganas.

AND WHEREAS *after purchasing the said two plots of land measuring more or less 03 Cottahs 00 Chittaks 00 Sq.ft. of Danga land, lying and situated at Mouza - Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, R.S. No. 200,*

Somyajit Hathi

appertaining to R.S. Dag No. 837/1571, comprised in R.S. Khatian No. 291, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, Police Station - formerly Tollygunge then Regent Park now Bansdrani, District Sub-Registrar and Additonal District Sub-Registrar at Alipore, District South 24 Parganas the said KAMALA BALA ROY sold to one KANAILAL RANA son of Achintya Kumar Rana by virtue of a Sale Deed registered in the office of the R.A. Calcutta on 31.07.1992 and recorded in Book No. I, being No. 14749 for the year 1992.

AND WHEREAS the said KANAILAL RANA sold the said plot of land to SMT. BITHI SAHA and PRABIR KUMAR SAHA on 12.06.1995 in the Office of the A.D.S.R. Alipore and recorded in Book No. I, Volume No. 26, being No. 1106 for the year 1995.

AND WHEREAS after purchasing the said plot of land said SMT. BITHI SAHA and PRABIR KUMAR SAHA assessed their property and mutated their names in the record of the

Sourmyjit Maiti

Kolkata Municipal Corporation and their property was known and numbered as **92, Kamdahari Purbapara** and K.M.C. Assessee No. 31-111-12-0092-4 and also constructed 1300 Sq.ft. pucca structure in her premises.

AND WHEREAS the said SMT. BITHI SAHA (being the wife) and PRABIR KUMAR SAHA (brother) gifted/ bequeathed their said plot of land measuring more or less 03 Cottahs 00 Chittaks 00 Sq.ft. of Danga land, lying and situated at Mouza - Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, R.S. No. 200, appertaining to R.S. Dag No. 8371571, comprised in R.S. Khatian No. 291, under the jurisdiction of Kolkata Municipal Corporation, Ward No. 111, being K.M.C. Premises No. 92, Kamdahari Purbapara, Police Station - formerly Tollygunge then Regent Park now Bansdroni, District Sub-Registrar and Additonal District Sub-Registrar at Alipore, District South 24 Parganas by virtue of a registered Deed of Gift registered in the office of the D.S.R. - I at Alipore on 28.02.2013 recorded in Book No. I, C.D. Volume No. 4, Pages from 2784 to 2802, being No. 00772, for the year 2013.

Soumyajit Haldar

AND WHEREAS thus said **SRI NARAYAN CHANDRA SAHA** (the Owner/First Party herein) became the rightful owner of ALL THAT piece and parcel of Danga land measuring about **07 Cottahs 08 Chittaks 00 Sq.ft.** more or less, lying and situated at Mouza - **Kamdahari**, J.L. No. 49, District Collectorate Touzi No. 14, R.S. No. 200, appertaining to R.S. Dag No. 837/1571, comprised in R.S. Khatian No. 291, presently within the limits of the Kolkata Municipal Corporation, Ward No. 111, K.M.C. Premises No. **91, Kamdahari Purbapara**, being K.M.C. Assessee No. 31111120092 , Police Station - formerly Tollygunge then Regent Park now **Bansdroni**, District Sub-Registrar and Additonal District Sub-Registrar at Alipore, District South 24 Parganas BY virtue of three separate Deeds.

AND WHEREAS the Owner/First Party herein has desired to construct a Multi-Storeyed Building upon **his** said land through a Builder/Developer as the "Joint Venture Basis" and coming to know such desire of the Owner/First Party, the Builder/Second Party herein approached the

Soumyajit Hathi

Owner/ First Party herein for the said development purpose and after discussion, both the parties herein entered into this AGREEMENT on the basis of Joint Venture subject to certain terms and conditions contained herein.

NOW THIS AGREEMENT WITNESSETH and is hereby agreed by and between the parties hereto as follows :-

1. **DEFINITION** : In this agreement, unless the context otherwise requires.

a) **OWNER** - shall mean **SRI NARAYAN CHANDRA SAHA** which include **his** heir/ heirs, executors, administrators, successors, legal representatives and/or permitted assigns.

b) **BUILDER** - shall mean "**SOUMYA CONSTRUCTION**" a Proprietorship Firm, having its registered office at T-21, Subhas Pally, Post Office - **Garla**, Police Station - **Bansdroni**, Kolkata - 700084, is being represented by its Proprietor namely **SRI SOUMYAJIT MAITI**, PAN -

Soumyajit Maiti

AYNPM6694H, son of Sri Ranjit Kumar Maity, residing at T-21, Subhas Pally, Post Office - **Garia**, Police Station - **Bansdroni**, Kolkata - 700084, which include its executors, administrators, legal representatives and/or permitted assigns.

c) **PREMISES/PROPERTY** - shall mean entirely the land measuring **07 Cottahs 08 Chittaks 00 Sq.ft.** more or less, lying and situated at Mouza - **Kamdahari**, J.L. No. 49, District Collectorate Touzi No. 14, R.S. No. 200, appertaining to R.S. Dag No. 837/1571, comprised in R.S. Khatian No. 291, presently within the limits of the Kolkata Municipal Corporation, Ward No. 111, K.M.C. Premises No. **91, Kamdahari Purbapara**, Police Station - formerly Regent Park now **Bansdroni**, District Sub-Registrar and Additonal District Sub-Registrar at Alipore, District South 24 Parganas morefully described in the Schedule 'A' hereunder written.

d) **BUILDING** - shall mean building/project/Ownership

Sanyogit Halder

housing Abasan and Housing to be constructed on the aforesaid Premises including all sorts of constructions in accordance with the Building Plan as sanctioned by the **Kolkata Municipal Corporation** and/or appropriate authority as described in Schedule- "B".

e) **COMMON FACILITIES AND AMENITIES** - shall include corridors, stair-ways, passage way, drive-ways, electricity, pump room, roof and overhead and underground water reservoir, water pump and motor and other facilities and proportionate share of land which will be required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building or the buildings, which remain exclusive property of the Building and the Owner in proportionate share as stated hereunder.

f) **SALEABLE SPACE** - shall mean the built up space in the **G+IV Storeyed Building** available for independent use and occupation after making the due provisions for

Soumyajit Mahi

common facilities and the space required thereof save and except the Owner' Allocation.

g) OWNERS' ALLOCATION -

shall mean **50% (fifty percent)** of total F.A.R. i.e. entire **3rd & 4th floor** including proportionate share in the common facilities and amenities of the total constructed area in the building to be constructed on the said premises and **50% (fifty percent)** of total **ground floor** area.

Further, be it mentioned here that land owner's allocation shall be provided together with undivided proportionate share of land along with every right, title, interest and lawful possession thereof and the developer shall issue possession letter to the land owner against their allocated portion.

h) DEVELOPER'S ALLOCATION -

shall mean save and except the Owner's Allocation

Somyojit Hathi

mentioned hereinabove remaining **50% (fifty percent)** of total F.A.R. i.e. **entire 1st & 2nd floor** and remaining **50% (fifty percent)** of **ground floor covered/open car parking spaces** of each owners land share of the project of the Developer and the Developer will be entitled to deal with his allocation as he likes to which the Owner shall have no right title interest or claim in any way whatsoever. In brief aforesaid allocation discussed above shall be treated as Developer's Allocation and the said Allocated portions could be sold, transferred and disposed of by the Developer firm or the Developer personally on the strength of Registered Development/ General Power of Attorney to be executed by the Land-Owner in favour of the Developer.

- i) **ARCHITECT/ENGINEER** - shall mean ARCHITECT/ENGINEER **Civil Engineer**, who have been appointed by the Builder for designing and planning of the building.
- j) **TRANSFER** - with its grammatical variations shall

Sanyajit Moh

include transfer by possession or by any other means adopted for effecting what is understood as a transfer of space in residential multi-storied building to Purchasers thereof although the same may not amount to a transfer in law.

k) **TRANSFeree** - shall mean a person, firm, limited company Association of person to whom, any space in the Multi Storied Building has been transferred for residence only.

l) **UNIT OR SPACE FOR OCCUPATION AND SALE** - shall mean the Super Built up space in the **Multi Storeyed Building** available for occupation by the transferees/ Purchasers.

m) **SUPER BUILT UP AREA** - shall mean and include for the determination of the payable area for the intending purchaser only. The Owner/ Builder shall take into account the total plinth area of the building, stair-cases,

Soumyajit Hatai

corridors, lobbies and other areas which may be suggested by the Architect of the Builder time to time and in the regard of the decision of the intending Architect. However in no case the Super build up area of the building will not be less than 25% of the total covered or plinth area of the building. It is also noted herein that Super Built-up area is not applicable for the Owner' share.

n) **WORD** - shall mean importing Singular shall include Plural and vice-versa.

o) **WORDS** - shall mean importing Masculine Gender shall include Feminine and Neuter Genders, like wise Words importing feminine genders include masculine and neuter genders and similar word importing genders shall includes masculine and feminine genders.

2. **TERMS AND CONDITIONS :**

a) The Owner shall deliver vacant possession of the

Soumyojit Khaiti

Schedule-A Land (hereinafter referred to and called as the Land) to the Builder and the Builder shall construct a **Multi Storeyed Building/ownership Housing Complex** thereon as per the Building Plan which will be sanctioned from the **Kolkata Municipal Corporation**.

b) The Owner shall have no responsibilities for the proposed Project/Construct except to deliver vacant possession of land and sign on relevant papers and documents as and when required by the Builder.

b.i) Time is essence of contract/agreement.

c) The Owner before execution of this Agreement handed over to the Builder Xerox Copies and original Partition Deed of documents relating to the land and construction of the **Multi Storeyed Building** also show the original documents personally as were necessary and required by the Builder.

d) The Builder/Second Party herein will prepare and

Soumyajit Hati

sanction the Building Plan of the said proposed Multi Storeyed Building from the competent authority and shall construct, erect and complete the Owner allocation in building first of all with common facilities, amenities on the land and building in accordance with the sanctioned plan with good and standard materials as specified in Schedule- "E" at their own costs within **30 (thirty) months from the date of registration of Development Agreement and Development Power after Registration of Development Agreement** unless prevented by natural calamities like National Holiday, flood, earthquake, riot and legal rules and dispute.

If the Builder herein fails to hand over the Owner's Allocation within that period, then the Builder herein shall be liable/bound to pay the Owner / First party herein @ **Rs. 25,000/- (Rupees Twenty Five Thousand)** only per month from the date of expiry of the said period till the hand over the Owner's Allocation.

Soumyajit Maiti

- e) *The Builder shall have the right to display sign board on the land inviting the intending or prospective buyers of flats.*
- f) *The Builder only shall have rights to receive sum of money from the intending buyers as advance against the First floor flats as chosen by them for the construction or for the constructed building in respect of the Builder's share and price of any flat shall be fixed or settled by the Builder only in super session of the monetary clause in the registered Power of Attorney mentioned hereinafter. The Owner of the land will have nothing to do in the matter. The Builder or their men/ agents shall not receive any money from the intending purchaser/purchasers of flats in the name or on behalf of the Owner of land.*
- g) *The Builder after completion of construction of the Owner allocation at first of all providing with all the amenities such as water supply, electricity, sewerage, Completion Certificate etc. which are essential for comfortable living*

Soumyajit Hathi

and without doing so the Builder shall neither handover possession of the flats to the buyers or intending Purchasers nor execute and register Sale Deed in their favour. The Builder before putting the Owner in possession of their flats must obtain fitness/completion certificate as the case may be from the **Kolkata Municipal Corporation** and handover the same to the Owner along with notice of giving delivery of possession.

- h) The Builder shall pay all taxes from construction period to C.C. only in respect of the land and Building standing thereon. From the date of possession, the Owner and the Purchasers of Flats shall pay taxes before the **Kolkata Municipal Corporation** proportionately and all other taxes/service taxes which will be imposed by the Govt. or any other competent authorities, the entire liabilities will be borne by the land-Owner and the purchasers proportionately.
- i) The Owner of the flats shall not use vacant common space

Soumyajit Haider

of the **Multi Storeyed Building** for the purpose of dustbin. The Builder in variable state in the transfer deed of the flats that the Purchasers shall not utilise under any circumstances vacant common space of the **Multi Storeyed Building**.

- j) The Owner shall have the right to verify or get verified by his men/agents (authorised Technical Person) if construction is carried on as per the **SPECIFICATION** as mentioned hereinafter with good and standard materials. In case it is found that there is deviation in respect of the specification and objection being raised further construction shall not be carried without resolving the dispute failing which the Owner shall be entitled to take action for stopping construction works.
- k) The Builder shall construct the **Multi Storeyed Building** in accordance with Building Sanctioned Plan and terms of the agreement. The Owner if desire in respect of their flats any change, addition, alteration and renovation

Somyajit Haini

may get it done on payment of different costs of price of materials required for this purpose, provided such changes not legally bared by the competent authority which may be demand by the Builder. The cost of materials shall be given in cash to the Builder by the Owner either in advance or after completion of such work as settled by the Parties.

- l) In case the Builder at first complete construction of the portion of allocation of the Owner and put him in possession at first thereof as per terms and conditions mentioned earlier the Owner shall not prevent the Builder from carrying out construction of their portion of allotment unless noise and pollution become extremely unbearable.
- m) The roof of the construction of the Multi Storeyed Building shall remain for common use of the Owner and flat Purchasers.
- n) The Builder shall execute Sale Deed in respect of their flats and the Owner shall also be Vendor Party to the

Soumyajit & Co

*Sale Deed at the time of registration provided the construction of the Multi Storied Building is made legally and terms and conditions of this agreement are complied with. The Owner shall not remain liable to the Purchasers in any matters mentioned in the Sale Deed excepting saleable title of the land of the **Multi Storeyed Building.***

- o) All Owner of the Multi Storied Building shall enjoy common right of pumping water, sewerage, electricity, passage, stair-case, overhead tank and for enjoyment of common services and amenities, they shall form the multi Storied Building's Owners' Association or Body or in any other name for maintenance and cost of maintenance will be borne by the Owner proportionately. This provision shall contain in the Deed of Sale of the Purchasers of the Flats.*
- p) The layout/construction/materials of the building may be altered if required for cause of betterment and/or*

Soumyajit Halit

statutory obligation with the prior permission of the Owner in writing and the Owner shall bound to do that.

q) *If for any reason whatsoever the Builder cannot carry out execution of this agreement, they may appoint another Builder for the propose of discharge of their obligation with prior written permission of the Owner entering into an Agreement. The Owner will also have the right to change the Builder if they are found to neglect or causing unnecessary delay for construction of the Multi Storied Building with prior notice and in that case the Builder will be entitled compensation.*

r) *The Owner will execute a General Power of Attorney in favour of the Builder for the purpose of Building construction of the **Multi Storeyed Building** in Schedule land. The clause relating to sell and sale proceeds in the said Power of Attorney shall not be operative after execution of this agreement and if the Builder miss-use the Power, then the Owner shall cancel*

Soumyajit Mohr

the said registered Power of Attorney.

s) *The dispute between the Owner of the land and the Builder if arises for any matter shall be resolved amicably by biparietal negotiation and if necessary help of a common well wisher may be availed of before going to the Court of Law.*

t) *In case of violation of terms and conditions of this agreement either of the parties shall have the right to rescind this agreement and claim/compensation and remedy against other.*

u) *The Builder shall obtain no Objection Certificate from CMDA/PWD or other Authorities if required regarding requisition or acquisition at their own costs and the Owner shall co-operative with the Builder in the matters (original papers).*

v) *The Builder shall have the right to sell their allocation i.e. Builder' Allocation of the said Building in favour of*

Soumyajit Hain

the any intending purchaser or purchasers and in that case the said intending purchaser or purchasers shall have every liberty to take financial help from any Govt./ Non-Govt./ Semi-Govt., any nationalised or private bank or any other financial institution. In this regard the Owner herein shall be agreed to co-operate in any manner for getting such financial help by providing the necessary paper (xerox copy) only.

w) The decision of the Builder on Planning, Design, Interior and Exterior Decoration and other things relating to the construction of the Building shall be final subject to suggestion, if not impartible at all of the Owner. So in that case Builder must shown his outer/ external design/ elevation to the Owner for mutual and final.

x) The Deed of Conveyance to be executed in favour of the Purchasers of the flats shall contain provision of payment of House Tax rigidly so that the Owner are not in any way face problems in any manner as indicated in above clause.

Soumyajit Nath

- y) *The Deed of Conveyance shall also contain that the Purchaser of the flats shall not throw, accumulate any dirt, rubbish, waste on the ground floor under any circumstances.*
- z) *The above conditions if found wanting in the Deed of Conveyance, the Owner shall refuse to sign on the Deed of Conveyance.*
- z1) *The Owner shall not be liable for any acts, obligations and misconduct of the Builder towards their intending Purchaser/ Purchasers of the flats.*
- z2) *If any deception is transpired from the side of the Owner or the Builder affecting interest any of the parties such party shall be at liberty to protect their interest in the manner as deems fit and necessary.*
- z3) *That the Common rights and facilities are enjoyable by the Owner and Builder or their Purchaser of the Flat. None will be entitled to sell common rights and facilities.*

Soumyajit Hait'

24) **Main Meter** Connection will be taken from the **W.B.S.E.D.C.L** and water connection will be taken from the **Kolkata Municipal Corporation** and the total expenses for the said purposes will be borne by the Builder herein.

25) That the Builder/ Second Party herein will demolish the existing structure of the said premises at their own cost and expenses and they will take all the building materials, the Owner/ First Party herein will not demand the same.

THE SCHEDULE OF LAND 'A' ABOVE REFERRED TO :

(Description of the entire premises)

ALL THAT piece and parcel of **bastu** land measuring **07 Cottahs 08 Chittaks 00 Sq.ft.** more or less together with 400 Sft. R.T. Shed structure standing thereon, lying and situated at Mouza - **Kamdahari**, J.L. No. 49, District Collectorate Touzi No. 14, R.S. No. 200, appertaining to R.S. Dag No. 837/1571, comprised in R.S. Khatian No. 291,

Soumyajit Maiti

Z4) **Main Meter** Connection will be taken from the **W.B.S.E.D.C.L** and water connection will be taken from the **Kolkata Municipal Corporation** and the total expenses for the said purposes will be borne by the Builder herein.

Z5) That the Builder/ Second Party herein will demolish the existing structure of the said premises at their own cost and expenses and they will take all the building materials, the Owner/ First Party herein will not demand the same.

THE SCHEDULE OF LAND 'A' ABOVE REFERRED TO :

(Description of the entire premises)

ALL THAT piece and parcel of **bastu** land measuring **07 Cottahs 08 Chittaks 00 Sq.ft.** more or less together with **400 Sft. R.T. Shed** structure standing thereon, lying and situated at Mouza - **Kamdahari**, J.L. No. 49, District Collectorate Touzi No. 14, R.S. No. 200, appertaining to R.S. Dag No. 837/1571, comprised in R.S. Khatian No. 291,

Sourajyoti Maib'

presently within the limits of the Kolkata Municipal Corporation, Ward No. 111, K.M.C. Premises No. **91, Kamdahari Purbapara**, Assessee No. 311111200912, Police Station - formerly Regent Park now **Bansdroni**, District Sub-Registrar and Additonal District Sub-Registrar at Alipore, District South 24 Parganas. It is butted and bounded as follows :-

On the **North** :- 16'-0" ft. wide Road.

On the **South** :- Land of Plot No. 836.

On the **East** :- Land of Plot No. 838.

On the **West** :- Others Land.

THE SCHEDULE 'B' ABOVE REFERRED TO :

ALL THAT the residential a **G+IV Storeyed Building** having different flats/units together with other construction such as passage, stair-case, overhead tank, motor and pumpset, electric wiring, vacant space and any other construction for common use and rights of the occupants of the flats as described in the Sanctioned Plan.

Samyajit Halder

THE SCHEDULE 'C' ABOVE REFERRED TO :

(Allocation of the Owner of the Land)

shall mean **50% (fifty percent)** of total F.A.R. i.e. entire **3rd & 4th floor** including proportionate share in the common facilities and amenities of the total constructed area in the building to be constructed on the said premises and **50% (fifty percent)** of total **ground floor** area.

Further, be it mentioned here that land owner's allocation shall be provided together with undivided proportionate share of land along with every right, title, interest and lawful possession thereof and the developer shall issue possession letter to the land owner against their allocated portion.

THE SCHEDULE 'D' ABOVE REFERRED TO :

(Allocation of the Developer)

shall mean shall mean save and except the Owner's Allocation mentioned hereinabove remaining **50% (fifty percent)** of total F.A.R. i.e. **entire 1st & 2nd floor** and

Soumyajit Naiti

remaining **50% (fifty percent)** of **ground floor covered/ open car parking spaces** of each owners land share of the project together with proportionate impartible undivided share in the land underneath will be in the exclusive share of the Developer .

THE SCHEDULE 'E' ABOVE REFERRED TO :

SPECIFICATION OF CONSTRUCTION

Structure & Walls :

R.C.C. framed super structure with isolated column footing foundation or as per the design requirement using standard quality steel, sand, and cement of I.S.I. standard, stone-chips, mortar-casting in accordance with specified building rules 10", 8" or 5" outer walls as per requirement of the elevation and all 3" brick work will be with the wire reinforcement in every 3rd layer.

Plaster :

All walls shall be plastered with 1:6 cement mortar ceiling with 1:4 cement

Flooring :

Soumyajit Hait

Marble Flooring in Dig/ Din in all bed rooms, skirting up to 0.1 mt height. In toilet anti-skid tiles and glazed tile dado 6' feet height.

Kitchen :

Cooking platform granite stone with stainless sink 3 feet above from kitchen counter top level white wall glazed tiles over kitchen counter all along.

Doors :

All doors opening will be made as per sanction plan and frame of any wood, section will be 4"X2.5" for main door 4"X2.5" for other doors. All shutters will be made good quality water proof commercial ply flush door pressed of 35/ 32 mm thickness with enamel point.

- i) Main Door will be flush door with teak ply pasting and will be polished.*

Windows :

Still glazed/Aluminium channel sliding window with grill designed by building with galyanized iron handle and stay.

Wall Finishing :

Soumyajit Hathi

- i) *Internal walls plaster of paris in Bed rooms and Drawing cum dining room, kitchen and toilet plaster of paris.*
- ii) *External walls of the entire building shall be painted with weather coat.*

Electrical :

Concealed wiring (copper wire) with circuit breakers/MCBS.

Bed Rooms :

3 light points, 1 fan point, one 5 amp, plug point one A.C. point.

Drawing cum Dining Room :

Three light, one fan points, two 5 amp, plug point, one calling bell point and one 15 amp plug point.

Kitchen :

One light point, one chimney point, one 15 amp, plug point one.

Toilet :

Two light points, one exhaust fan point.

W.C. :

One light point.

Soumyajit Maiti

Balcony :

One light point.

Sanitary & Plumbing :

All outer soil lines shall be provided with Supreme quality PVC pipes, outer water lines be provided with PVC pipes, inside pipelines shall be concealed, well planned and equipped with S.W. outer lines to be provided and installation for underground water to be carried from the underground water reservoir to the overhead reservoir through a pump as per the specifications of the Architect.

Toilet :

One Commode, one PVC cistern, two bib-cock one shower and one wash basin in dining.

Kitchen :

One stainless still sink in kitchen.

W.C. :

One commode with PVC cistern, one bib cock, one direct line of supply of water.

Water Supply :

Soumyajit Maiti

Overhead reservoir will be provided at top as per design, suitable electric pump will be installed for round the clock water supply. In connection with the quality and quantity of water supply the Developer shall not be responsible.

Roof :

Over the R.C.C. roof only net cement finish.

0.9 mt height parapet wall plastered and painted on both sides shall provided all around net cement finish.

Lift.

EXTRA WORK : *In addition the above items if in landowner wants in provide additional items or wants to change the specification of may item be allowed after getting the permission from the consulting engineer an estimate for additional work or the estimate of change item shall be supplied by the Developer and the land OWNER have to pay the total amount in advance to carry out these additional/ changed items.*

Soumyajit H. H.

IN WITNESS WHEREOF the parties hereto do hereby set and subscribed their respective hands and seals to these presents the day, month and year first above written.

**SIGNED, SEALED &
DELIVERED** at Kolkata
in the presence of
WITNESSES :-

1) Sulip Saha
Q-31, Kamdahari Purba Para,
Taltala - Kolkata - 84.

2) Gopal Dutta
Aripurba Police est.
10/27

HARAJAN CHA Saha,
HARAJAN CHA Saha.
**SIGNATURE OF THE OWNER
FIRST PARTY HEREIN**

SOUMYA CONSTRUCTION
Soumyajit Hathi
Proprietor

**SIGNATURE OF THE BUILDER/
SECOND PARTY HEREIN**

Drafted by me,

Dipankar Chakraborty
(DIPANKAR CHAKRABORTY)
Advocate
Allpore Police Court,
Kolkata - 700027.
Enrollment No. 108/1991/02

Computer printed at :-
Panchanantala Lane,
Kolkata - 700034.
By :-
(S. S. Sarkar)

PHOTO		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
	left hand					
right hand						

Name

Signature



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature *Harshvardhan Singh*



Soumyajit-Haiti

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature *Soumyajit-Haiti*

PHOTO		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
	left hand					
right hand						

Name

Signature