

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

INDIA

पश्चिमबङ्ग पश्चिमबङ्गाल WEST BENGAL

P 503055

RN  
1573/18  
1-30

B-0-390262/18

Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

RN

Addl. District Sub-Registrar  
Behala, South 24 Parganas

15 MAR 2018

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made this the 15<sup>th</sup> day of March, 2018 (Two Thousand Eighteen) BETWEEN;

Serial No. 36179  
Name: Mayhemdet  
Address: 79 S  
Value Rs. P  
**BIDYUT KR. SAHA**  
Licence Stamp Vendor  
Alipore Judges' Court, 24 Pgs (S)

Construction  
B. Park. Kef. 63

Licence Stamp      Vendor Signature



A.D.S.R: Behala  
15 MAR 2018  
Dist.- South 24 Pgs.

Samar Kumar Das  
510245 K. K. Das  
54C B. K. T. Road,  
Kef. - 700060 Parnassia  
Professional



### Major Information of the Deed

Deed No :	I-1607-02490/2018	Date of Registration	15/03/2018
Query No / Year	1607-0000390262/2018	Office where deed is registered	
Query Date	09/03/2018 2:11:45 PM	A.D.S.R. BEHALA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Sanjoy Majumdar 79 State Bank Park, Thana : Thakurpukur, District : South 24-Parganas, WEST BENGAL, PIN - 700063, Mobile No. : 9433050645, Status : Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4310] Other than Immovable Property, Security Bond [Rs : 1,00,000/-], [4311] Other than Immovable Property, Receipt [Rs : 6,00,000/-]		
Set Forth value	Market Value		
Rs. 10,00,000/-	Rs. 75,29,895/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 10,071/- (Article:48(g))	Rs. 6,028/- (Article:E, E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chandri Charan Ghosh Road, Road Zone : (D H Road -- J L Sarani (Ward 123,124)) . , Premises No. 3, Ward No: 124



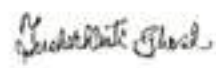
Sch No	Plot Number	Khatian Number	Land Use		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1			Bastu		8 Katha 4 Chatak 24 Sq Ft	5,50,000/-	70,79,895/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					13.6675Dec	5,50,000 /-	70,79,895 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	4,50,000/-	4,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		500 sq ft	4,50,000 /-	4,50,000 /-	

Major Information of the Deed :- I-1607-02490/2018-15/03/2018



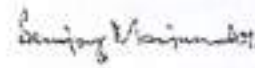
16070000390262 / 2018 Deed No : I - 160702490 / 2018, Document is digitally signed.

Name,Address,Photo,Finger print and Signature				
SI No	Name	Photo	Signature	
1	<b>Mr Tushar Kanti Ghosh</b> Son of Late J. K. Ghosh Executed by: Self, Date of Execution: 15/03/2018 , Admitted by: Self, Date of Admission: 15/03/2018 ,Place : Office	 <small>15/03/2018</small>	 <small>LTI 15/03/2018</small>	 <small>15/03/2018</small>
4 C.C. Ghosh Road, P.O:- Barisha, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700008 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ACWPG0551A, Status :Individual, Executed by: Self, Date of Execution: 15/03/2018 , Admitted by: Self, Date of Admission: 15/03/2018 ,Place : Office				

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>Majumder Construction</b> 79State Bank Park, P.O:- Thakur Pukur, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700063 , PAN No.:: ADTPM8539Q, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
1	<b>Mr Sanjoy Majumdar (Presentant)</b> Son of Late Prasanta Kumar Majumdar Date of Execution - 15/03/2018, , Admitted by: Self, Date of Admission: 15/03/2018, Place of Admission of Execution: Office	 <small>Mar 15 2018 2:31PM</small>	 <small>LTI 15/03/2018</small>	 <small>15/03/2018</small>
79 State Bank Park Road, P.O:- Thakur Pukur, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700063, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADTPM8539Q Status : Representative, Representative of : Majumder Construction (as )				

**Identifier Details :**

Name & address
Mr Samar Kr Das Son of Late K.N. Das 54C B.L.T. Road Parnasree, P.O:- Parnasree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060, Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, , Identifier Of Mr Tushar Kanti Ghosh, Mr Sanjoy Majumdar

Major Information of the Deed :- I-1607-02490/2018-15/03/2018

19/03/2018 Query No:-16070000390262 / 2018 Deed No :- 160702490 / 2018, Document is digitally signed.



**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr Tushar Kanti Ghosh	Majumder Construction-13.6675 Dec

**Transfer of property for S1**

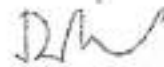
Sl.No	From	To. with area (Name-Area)
1	Mr Tushar Kanti Ghosh	Majumder Construction-500.00000000 Sq Ft

**Endorsement For Deed Number : I - 160702490 / 2018**

On 09-03-2018

**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 75,29,895/-



**Biswarup Goswami**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BEHALA**  
**South 24-Parganas, West Bengal**

On 15-03-2018

**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 : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:30 hrs on 15-03-2018, at the Office of the A.D.S.R. BEHALA by Mr Sanjoy Majumdar

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

Execution is admitted on 15/03/2018 by Mr Tushar Kanti Ghosh, Son of Late J. K. Ghosh, 4 C.C. Ghosh Road, P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession Retired Person

Indetified by Mr Samar Kr Das, , Son of Late K.N. Das, 54C B.L.T. Road Parnasree, P.O: Parnasree, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Professionals

Major Information of the Deed :- I-1607-02490/2018-15/03/2018

Identified by Mr Samar Kr Das, . . Son of Late K.N. Das, 54C B.L.T. Road Parnasree, P.O: Parnasree, Thana: Behala, South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Professionals

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 6,028/- ( B = Rs 6,000/- ,E = Rs 28/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 6,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/03/2018 12:00AM with Govt. Ref. No: 192017180194648111 on 13-03-2018, Amount Rs: 6,028/-, Bank: United Bank ( UTBI00CH175), Ref. No. 10039521 on 13-03-2018, Head of Account 0030-03-104-001-16

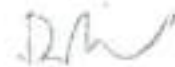
**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,071/- and Stamp Duty paid by Stamp Rs 1,000/-, by online = Rs 9,071/-

Description of Stamp

1 Stamp Type Impressed, Serial no 503055, Amount. Rs.1,000/-, Date of Purchase: 05/03/2018, Vendor name: Bidyut Kr Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/03/2018 12:00AM with Govt. Ref. No: 192017180194648111 on 13-03-2018, Amount Rs: 9,071/-, Bank: United Bank ( UTBI00CH175), Ref. No. 10039521 on 13-03-2018, Head of Account 0030-02-103-003-02



**Biswarup Goswami**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BEHALA**  
**South 24-Parganas, West Bengal**

Registered in Book - I  
Volume number 1607-2018, Page from 82082 to 82164  
being No 160702490 for the year 2018.



*DM*

Digitally signed by BISWARUP  
GOSWAMI  
Date: 2018.03.19 15:47:38 +05:30  
Reason: Digital Signing of Deed.

(Biswarup Goswami) 3/19/2018 3:47:32 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BEHALA  
West Bengal.

(This document is digitally signed.)



**SRI TUSHAR KANTI GHOSH**, son of Late Jatindra Krishna Ghosh, having PAN : ACWPG0551A, by creed : Hindu, Indian by National, by occupation : Retired, residing at 4, Chandi Charan Ghosh Road, Post Office : Barisha, Police Station : Thakurpukur, Kolkata : 700008, hereinafter called and referred to "the **OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

**AND**

**"M/S. MAJUMDER CONSTRUCTION"**, a Proprietorship Firm, having its Registered Office at 79, State Bank Park, Post Office & Police Station : Thakurpukur, Kolkata : 700063, District : 24 Parganas (South), having represented by its Proprietor **SRI SANJOY MAJUMDAR**, son of Late Prasanta Kumar Majumdar, having PAN : ADTPM8539Q, by creed : Hindu, Indian by National, by occupation : Business, residing at 79, State Bank Park, Post Office & Police Station : Thakurpukur, Kolkata : 700063, District : 24 Parganas (South), hereinafter called "the **DEVELOPER**" (which term or expression shall unless excluded





**A.D.S.R: Behala**

**15 MAR '2018**

**Dist.- South 24 Pgs.**

by or repugnant to the subject or context be deemed to mean and include its successor-in-office and assigns) of the **OTHER PART.**

**WHEREAS** originally one Jatindra Krishna Ghosh had purchased in his name **ALL THAT** piece and parcel of land measuring more or less 14 (Fourteen) Sataks, situate and lying at Mouza : Purba Barisha, J.L. No.23, R.S. No.43, Touzi Nos.1-6, 8-10 & 12-16, under C.S. & R.S. Khatian No.936, appertaining to Dag No.1505, under Police Station : previously Behala at present Thakurpukur, District : previously 24 Parganas at present 24 Parganas (South) together with the part of Doba from the then Owner Tarangini Dasi by virtue of a registered Deed of Conveyance for the valuable consideration mentioned therein. The aforesaid Deed was duly registered on 12<sup>th</sup> August, 1915 in the Office of the Sub-Registrar at Behala and recorded in Book No.I, Volume No.31, Pages 20 to 23, Being No.2931 for the year 1915.

**AND WHEREAS** after such purchase, the name of said Jatindra Krishna Ghosh duly recorded in the Record of Right and she used to pay khajnas to the concerned Authority.



**AND WHEREAS** thereafter said Jatindra Krishna Ghosh had also purchased in the name of his wife Smt. Panchu Bala Ghosh **ALL THAT** piece and parcel of land measuring more or less 22 (Twenty-Two) Sataks, situate and lying at Mouza : Purba Barisha, J.L. No.23, R.S. No.43, Touzi Nos.1-6, 8-10 & 12-16, under C.S. & R.S. Khatian No.217, appertaining to Dag No.1504, under Police Station : previously Behala at present Thakurpukur, District : previously 24 Parganas at present 24 Parganas (South) from the then Owner Bibhuti Bhusan Dutta Chowdhury by virtue of a registered Deed of Conveyance for the valuable consideration mentioned therein. The aforesaid Deed was duly registered on 20<sup>th</sup> January, 1922 in the Office of the Sub-Registrar at Behala and recorded in Book No.I, Volume No.8, Pages 38 to 40, Being No.217 for the year 1922.

**AND WHEREAS** after such purchase, the name of said Smt. Panchu Bala Ghosh duly recorded in the Record of Right and he used to pay khajnas to the concerned Authority.

**AND WHEREAS** while absolutely seized and possessed the aforesaid properties, said Jatindra Krishna Ghosh sold, transferred and conveyed some portions of his aforesaid

purchased property and thereafter constructed structure upon a portion of his remaining property and absolutely seized and possessed the same as Owner thereof.

**AND WHEREAS** while absolutely seized and possessed the aforesaid property as Owner thereof, said Jatindra Krishna Ghosh died intestate prior to inception of Hindu Succession Act, 1956, leaving behind him surviving his wife Smt. Panchu Bala Ghosh and three sons viz. Nanda Dulal Ghosh, Mrinal Kanti Ghosh and Tushar Kanti Ghosh, as his only legal heirs and successors.

**AND WHEREAS** the said Smt. Panchu Bala Ghosh executed and registered one Nadabi Patra in favour of her aforesaid three sons in respect of the property purchased by said Jatindra Krishna Ghosh in her name. The aforesaid Deed was duly registered on 13<sup>th</sup> December, 1967 in the Office of the Sub-Registrar at Behala and recorded in Book No.1, Being No.7113 for the year 1967.

**AND WHEREAS** thereafter while absolutely seized and possessed the aforesaid property jointly, the said Smt. Panchu Bala Ghosh also executed and registered one Deed of Settlement



in respect of her share in the aforesaid property in favour of her aforesaid three sons viz. Nanda Dulal Ghosh, Mrinal Kanti Ghosh and Tushar Kanti Ghosh subject to her life interest in the aforesaid property. The said Deed was duly registered on 21<sup>st</sup> April, 1974 in the Office of the Sub-Registrar at Alipore and recorded in Book No.1, Being No.3770 for the year 1974.

**AND WHEREAS** after passage of time, the said Smt. Panchu Bala Ghosh passed away and after her demise as per terms of the said Deed of Settlement dated 21<sup>st</sup> April, 1974, her aforesaid three sons viz. Nanda Dulal Ghosh, Mrinal Kanti Ghosh and Tushar Kanti Ghosh became the joint Owners of the aforesaid property containing land measuring more or less 14 (Fourteen) Cottahs 9 (Nine) Chittacks 21 (Twenty-One) Square Feet and seized and possessed the same as joint Owners thereof.

**AND WHEREAS** while absolutely seized and possessed the aforesaid property jointly, the aforesaid three brothers felt difficulties to enjoy and possess their aforesaid property jointly and/or ejmali and for that they have duly partitioned their aforesaid property by metes and bounds amongst by way of execution and registration of a Deed of Partition, which was

duly registered on 30<sup>th</sup> April, 1974 in the Office of the Additional District Sub-Registrar at Behala and recorded in Book No.I, Volume No.68, Pages 12 to 22, Being No.3771 for the year 1974.

**AND WHEREAS** in terms of the said Deed of Partition, the said Tushar Kanti Ghosh being the Third Party absolutely got and allotted **ALL THAT** piece and parcel of land measuring about 8 (Eight) Cottahs 4 (Four) Chittacks 24 (Twenty-Four) Square Feet more or less, morefully and particularly described in the **SCHEDULE - "GHA"**, marked as **LOC : "C"** delineated with **"GREEN"** Border in the **MAP** or **PLAN** annexed to the said Deed of Partition.

**AND WHEREAS** in the manner stated above, the said Tushar Kanti Ghosh, the Party hereto of the One Part herein, became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 8 (Eight) Cottahs 4 (Four) Chittacks 24 (Twenty-Four) Square Feet more or less, situate and lying at Mouza : Purba Barisha, J.L. No.23, R.S. No.43, Touzi Nos.1-6, 8-10 & 12-16, under C.S. & R.S. Khatian Nos.217 & 936, appertaining to C.S. & R.S. Dag Nos.1504 & 1505 and duly mutated his name with the Office of the Kolkata Municipal Corporation and the property known and



numbered as Municipal Premises No.3, Chandi Charan Ghosh Road (mailing address 4, Chandi Charan Ghosh Road), Police Station : Thakurpukur, Kolkata : 700008, under Ward No.124, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South), hereinafter called "the **SAID PROPERTY**", morefully described in the **SCHEDULE - "A"** hereunder written.

**AND WHEREAS** thereafter the Owner herein constructed pucca structure having an area of 500 (Five Hundred) Square Feet upon the said property and started living therein with the members of his family.

**AND WHEREAS** the Owner has declared and represented as under :-

1. The property of the Owner is absolutely free from all encumbrances, mortgages, attachments, lien and lispendences whatsoever and howsoever.
2. That the said property does not attract the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 or any other enactment at present in vogue.

3. That the Owner is not defaulter in payment of tax or any other statutory liability leading to first charge or to attachment and/or sale of the said property under Public Demands Recovery Act.
4. That the Owner has not heretofore entered into any Agreement for Sale of the said property or any portion thereof nor has he bounds himself by any such condition as would lead to a proceeding under Specific Relief Act in relation to the said property or any portion thereof.
5. That he has absolute right and indivisible title and absolute power and authority to deal his said property and every part thereof in any manner he may prefer.

**AND WHEREAS** the structure, which stands on the said property is in a dilapidated condition not fit for habitation and not proper for reasonable safe and suitable accommodation of the present Owner and the members of his family.

**AND WHEREAS** the Owner is desirous to have his said property developed for better utilization of the space available therein.

**AND WHEREAS** the Owner is not in a position to develop the said property on his own having lack of knowledge in the matter of construction of Building.

**AND WHEREAS** the Owner was in search of a Developer who has sufficient funds and due experience and having necessary infrastructure and interest to promote and develop the said property by constructing a proposed Building/s by investing necessary funds required for the purpose of construction and other incidentals thereof.

**AND WHEREAS** the Developer approached the Owner with the proposal that he would be able to construct a proposed Building/s upon the said property consisting of several Flat/s, Car Parking Space/s and other space/s as per Building Rules & Regulations of the Kolkata Municipal Corporation after obtaining necessary Plan sanctioned from the Kolkata Municipal Corporation with his own funds and resources.

**AND WHEREAS** to avoid ambiguity and future disputes as to the meaning of repeated use of some words, phrases and/or expression in these presents, the Parties hereto have agreed to define the said words, phrases and/or expressions as follows :-



**ARTICLE : "I"**  
(DEFINITIONS)

1. **OWNER :-**

Shall mean **SRI TUSHAR KANTI GHOSH**, son of Late Jatindra Krishna Ghosh of 4, Chandi Charan Ghosh Road, Post Office : Barisha, Police Station : Thakurpukur, Kolkata : 700008 and his heirs, executors, administrators, legal representatives and assigns.

2. **DEVELOPER :-**

Shall mean "**M/S. MAJUMDER CONSTRUCTION**", a Proprietorship Firm, having its Registered Office at 79, State Bank Park, Post Office & Police Station : Thakurpukur, Kolkata : 700063, having represented by its Proprietor **SRI SANJOY MAJUMDAR**, son of Late Prasanta Kumar Majumdar of 79, State Bank Park, Post Office & Police Station : Thakurpukur, Kolkata : 700063 and its successors-in-office and assigns.

3. **THE SAID PROPERTY :-**

Shall mean **ALL THAT** piece and parcel of land measuring about 8 (Eight) Cottahs 4 (Four) Chittacks 24 (Twenty-

Four) Square Feet more or less together with pucca structure having an area of 500 (Five Hundred) Square Feet standing thereon, situate and lying at Mouza : Purba Barisha, J.L. No.23, R.S. No.43, Touzi Nos.1-6, 8-10 & 12-16, under C.S. & R.S. Khatian Nos.217 & 936, appertaining to C.S. & R.S. Dag Nos.1504 & 1505, being known and numbered as Municipal Premises No.3, Chandi Charan Ghosh Road (mailing address 4, Chandi Charan Ghosh Road), Police Station : Thakurpukur, Kolkata : 700008, within the limits of the Kolkata Municipal Corporation, under Ward No.124, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South).

4. **BUILDING PLAN** :-

Shall mean and include all the drawings, specifications for construction, maps or Plan as shall be sanctioned in the name of the Owner by the Kolkata Municipal Corporation and/or other relevant Authority for the purpose of development of the land and construction of multistoried Building/s thereon consisting of several residential Flats and commercial space/s, Car Parking

Space/s and other space/s etc. on the said property and/or modification thereof made or caused by the Developer in the name of the Owner duly signed by the Owner or his duly authorized agents or Attorney and approved.

5. **ARCHITECT/L.B.S.** :-

Shall mean a qualified Architect/L.B.S. who will be appointed by the Developer for the purpose or preparation of Plan and for development of the said property or any other Architects as may be appointed from time to time by the Developer and the Developer shall inform the Owner of such appointment.

6. **BUILDING** :-

Shall mean the proposed multistoried Building/s to be constructed on the said property as per sanctioned Plan, drawings and specifications of constructions, morefully described in the **FOURTH SCHEDULE** hereunder written.

7. **OWNER'S ALLOCATION** :-

Shall mean that in this project the Owner shall be given at the first instance free of cost 45% of the total F.A.R. out



of 100% of the total F.A.R. of the proposed Building/s in finished, complete and in habitable condition, which consists of several Flat/s, Car Parking Space/s, according to the sanctioned Building Plan together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein provided morefully described in the **SECOND SCHEDULE** hereunder written. The Owner shall be given the aforesaid allocation in lieu of his said property being allowed for development by the Developer. The aforesaid Owner's allocation will be demarcated after getting Plan sanction from the Kolkata Municipal Corporation by correspondences, in zigzag manner and fashion from every floor.

8. **DEVELOPER'S ALLOCATION :-**

Shall mean the rests and remaining portions of 55% F.A.R. of the proposed Building/s in the said property save and except the Owner's allocation. The said rests and remaining areas means several Flat/s, Car Parking Space/s and other space/s and proportionate undivided share in the land and common areas, spaces, amenities and facilities provided therein staircases and the Developer shall have the right to sell, lease out and/or

rent out the same in whole or in part together with proportionate undivided share in the of land of the said property, morefully described in the **THIRD SCHEDULE** hereunder written, with right to enter into Agreement for Sale of Flat/s, Car Parking Space/s and other space/s with right on common areas and spaces to the intending Flat Buyers and to take advances and total consideration from him without any objection or interruption from the Owner.

9. **SALEABLE AREA :-**

Shall mean the Flat/s, Car Parking Space/s and other space/s in the proposed Building/s, which are available for independent use and occupation of the Transferees and/or Purchaser/s together with the undivided proportionate share in the land areas of the Building/s and the common areas provisions utilities and facilities attached therein required for such independent user.

10. **COMMON AREAS AND FACILITIES :-**

Shall mean unless the context otherwise require, entrance, corridors all ways paths, stair ways, staircase and its landing, lift, driveways, common lavatories, pump

rooms, overhead and underground water tank, septic tank, boundary wall, water pump motors and other facilities, which may be used and enjoyed in common by all the occupants or Flat/s, Car Parking Space/s and other space/s of the Building/s as required for the maintenance and/or management of facilities of the Building/s and also the items specified in Section 3(d) of the West Bengal Apartment Ownership Act, 1972.

11. **COMMON EXPENSES :-**

Shall mean unless the context otherwise require all the expenses, ground rents, property maintenance charges dues and outgoings and all other common expenses within the meaning of the West Bengal Apartment Ownership Act, 1972 in respect of the Flats as may be determined jointly by the Owner and the Developer until an Association is formed by the Transferees and/or Purchasers of the said Flats in the Building/s to be constructed thereon.

12. **SUPER BUILT UP AREA :-**

Shall mean the built up area of a Flat together with its proportionate share in the staircase, lift, landing, passage



- B. Words imparting masculine gender shall include feminine and neuter gender and similarly words imparting neuter gender shall include masculine and feminine genders.

**ARTICLE : "II"**

(TITLE AND DECLARATION)

1. The Owner hereby declares that he has good and absolute right, title and interest in the said property as mentioned in the **FIRST SCHEDULE** hereunder written without any claim of any right, title or interest of any person/s adversely against them. The Developer is free and at liberty to make such investigations with regard to the title of the Owner and have satisfied itself with the right, title and interest of the Owner.
2. The Owner hereby undertakes and assures that the Developer will be entitled to construct and complete the entire proposed Building/s after demolition of the whole existing structure with all responsibilities and benefits as agreed by and between the parties and the Developer will be further entitled to transfer by way of sale, lease out

and rent out without having any liability of the Owner of the Developer's allocation in one lot or in several lots with proportionate undivided share in the land of the said property without any interference of or from the Owner or any other person/s claiming through under or in trust for the Owner. The sale proceeds of the salvage of the existing structure shall be credited to the Developer and the Owner shall have no claim to the said sale proceeds.

**ARTICLE : "III"**

(EXPLORATION AND DEVELOPMENT RIGHTS)

The Owner hereby grants exclusive right to the Developer to build up and accept the said property for the construction of the proposed Building/s and the Developer shall be entitle to enter into Contract or Agreement with any person/s, Company/ies or Concern/s at his own risk and responsibility without encumbering the said property of the Owner in any manner whatsoever.

**ARTICLE : "IV"**

(POWER OF ATTORNEY)

The Owner shall grant to the Developer or its Proprietor such irrevocable registered General Power of Attorney in favour of the

Developer or its Proprietor as may be required for the purpose of obtaining sanctioned Building Plan and all necessary permissions and approvals from the relevant Authorities in connection with construction of the proposed Building/s and electricity and water supply connections and for the purpose of to execute Deed of Conveyance for sale, transfer of the Flats, commercial space/s, Car Parking Spaces and other spaces of the proposed Building/s including undivided proportionate share of land except the Owner's allocation of the proposed Building/s to any intending Purchaser/s on settled terms for sale at any price and be taking earnest money or full payment of consideration.

**ARTICLE : "V"**

(PROCEDURE)

1. The Owner has appointed the Developer as the Developer of the said property including the Owner's portion and the Developer has accepted such appointment on the terms and conditions hereunder contained.
2. The development of the said property shall be in the following manner :-



- A. Simultaneously with the execution hereof, the Owner shall hand over to the Developer original of all Deeds, Corporation papers and other title related papers and documents relating to the said property. If any such document is not available to him that suppose to be available to him, then the Developer shall make such arrangement to avail the same at the cost and expenses of the Owner. It is clarified that the Developer shall from time to time allow inspection of the original documents kept with him or any of his representatives or to any person or persons and Authority or Authorities as may be requested by the Owner till the completion of the whole project. Upon completion of the whole project and the formation of any Association and/or Committee for the maintenance and management of the proposed Building/s, the Developer and/or any other holders or custodians of all or any of the original documents shall hand over the original documents to the Association and/or Committee for his custody.

- B. The Developer as Attorney of the Owner at his own costs and expenses and for and on behalf of the Owner shall cause the Plans of the proposed Building/s to be prepared and deposit the same before sanctioning Authority/ies for the approval and/or sanction of the same and get the Plans approved and/or sanctioned along with other permissions, clearances or approvals for the said development.
- C. The Owner shall not be entitled to raise any kind of dispute regarding the construction of the project and/or other related matter of the project. It is further clarified that after the notice of completion of the project, it would be deemed that the project has been duly constructed and completed by the Developer.
- D. That after due service of notice by the Developer to the Owner, the Owner fail/s, neglect/s, refuse/s and/or delay/s to take delivery of the possession of his/their allocation in the proposed Building/s in

the said property within the notice period then it would be construed that the Owner has taken possession of his allotment in the proposed Building/s on the expiry of term of the said notice.

- E. All applications, Plan/s, papers and documents required to be deposited or submitted by the Developer for the approval and/or sanction of the Plan/s and/or for the development of the project shall be prepared by the Developer at his own costs and expenses and submit or deposit the same in the names of the Owner. The Developer shall also bear all costs and expenses and make deposits for the sanction of the Plan/s for the construction in the proposed Building/s to be constructed at the said property.
- F. *At any time after the execution of this Agreement,* the Developer shall have the right and shall be entitled to enter into the said property and to do all preparatory works, as may be necessary for the project.



- G. Subject to Force Majeure and incidences beyond the control of the Developer, the Developer shall within a period of 18 (Eighteen) months from the date of sanction of the Building/s Plan or from the date of obtainment peaceful and vacant possession of the said property from the Owner, whichever will be the later, shall complete the construction of the proposed Building/s in the said project at own costs and expenses of the Developer and deliver vacant and peaceful possession of the Flats/spaces comprised in the Owner's allocation to the Owner in habitable condition as per the particulars mentioned in the **SECOND SCHEDULE** hereunder written. The Owner may extend time for a further period as the same may be reasonably required.
- H. The Developer shall construct the proposed Building/s in the manner as may be permissible under the Building/s Regulations and Laws of the Kolkata Municipal Corporation and in conformity with the Plans.

- I. The Developer shall at its own cost arrange alternative accommodation for the Owner herein during the constructional period of the proposed Building till handing over possession of the Owner's allocation to the Owner herein.
- J. The Developer shall pay a sum of Rs.12,00,000/- (Rupees Twelve Lac) only to the Owner herein towards his <sup>Non Refundable Security.</sup> ~~consideration~~, out of which the Developer has already paid a sum of Rs.6,00,000/- (Rupees Six Lac) only to the Owner herein by way of cheque bearing No.176186 dated 5<sup>th</sup> January, 2016 drawn on United Bank of India, at its Thakurpukur Branch towards part payment and the balance amount of Rs.6,00,000/- (Rupees Six Lac) only to be paid by the Developer to the Owner after getting Plan sanctioned from the Kolkata Municipal Corporation in respect of the said Flat and/or getting peaceful vacant khas possession of the said property from the Owner herein, whichever will be the later.

*Sanjay Kumar*

**ARTICLE : "VI"**

**(POSSESSION AND CONSTRUCTION)**

1. It has been agreed by an between the Owner and the Developer to construct, erect and complete the proposed Building/s in the said property and that the Developer shall have the entire responsibility for construction of the proposed Building/s and the Owner shall have no responsibility towards construction of the proposed Building/s.
2. The Developer agreed to commence work after obtaining full vacant possession of the said property or from the date of obtaining of the Building/s sanction Plan by the Developer, whichever will be the latter.
3. The Developer shall upon completion of construction and making the portion habitable deliver the Owner's allocation prior to delivering possession to any of his Purchaser/s of any space/s out of his allocation.
4. From the date of delivery of possession of the Owner's allocation and till separate assessment by the Kolkata



Municipal Corporation, the Parties hereto shall contribute proportionately the taxes and other statutory outgoings of the said property.

5. The Developer agrees to complete the construction of the proposed Building/s and properly finish the same within a period of 18 (Eighteen) months from the date of sanction of the Building/s Plan or from the date of obtainment peaceful and vacant possession of the said property from the Owner, whichever will be the later.

**ARTICLE : "VII"**

(COMMON FACILITIES)

1. As soon as the proposed Building/s in the said property shall be completed and made fully habitable for residential, partly commercial purpose, upon obtaining necessary certificate for occupation from the Architect/L.B.S. as provided under the Kolkata Municipal Act and the Rules and Regulations thereunder made, the Developer shall give written notice to the Owner requiring him to take possession of the Owner's allocation in the Building/s and thereafter the Owner shall take

possession of his allocation as herein provided for and if no actionable deviation made by the Developer in the construction the Owner shall give and grant unto the Developer a certificate in respect of his allocation in full satisfaction.

2. Till all the Flat/s and Space/s within the Developer's allocation are sold away, the Developer in consultation with the Owner shall frame rules for occupation, user and enjoyment of the residential Flats and other spaces in the proposed Building/s and till formation of a Body of the CO-OWNERS of the Building/s including the Owner herein and the Purchaser/s of the Developer's allocation.

**ARTICLE : "VIII"**

(COMMON RESTRICTION)

It has been agreed by and between the Parties hereto that the Owner's allocation in the Building/s shall be subject to the same restriction on transfer and use as would be applicable to the Developer's allocation in the proposed Building/s intended for the common benefits of all occupiers of the entire completed Building which shall include the following :-

1. The Owner and the Developer or the nominee/s of the Developer during the subsistence of this Agreement shall not use or permit to use their respective portions in the Building/s or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use the same for any purpose which may cause any nuisance, obstruction or hazard in the property or any part thereof.
2. No party shall demolish or permit to demolish any wall or other structure in their respective portions or any part thereof or make any structural alteration therein without the consent of all other Co-Owners and without obtaining necessary permission from the concerned statutory Authorities.
3. Both the Parties shall abide by all laws, bye-laws, rules and regulations of the Government and/or Local Bodies and shall be responsible for any violation and/or breach of any of the laws, bye-laws, rules and regulations in their respective allocations.
4. The respective Allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures, floor



and ceiling etc. in their respective allocation of the proposed Building/s in good and reparable condition and in particular so as not to cause any damage to the Building/s or any other space or accommodation therein and shall keep the other indemnified from and against the consequences of any breach thereof.

5. No Party or persons/s claiming through any of the Parties herein shall keep or store anything in any of the common areas nor shall otherwise cause any hindrance in any manner whatsoever to the use of the common areas and the common utilities by the Co-Owners for the purpose he is meant.
6. No Party shall throw or accumulate any filth, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the Building/s or in the compound, corridors or any other portion of the common areas of the Building/s and the said property.
7. In the event of any transfer being made by the Parties of their respective allocations, the above conditions shall be made applicable to and binding upon the Transferee/s.

**ARTICLE : "IX"**  
(SETTLEMENT OF DISPUTES)

Any dispute between the Parties arising in the course or execution of the project herein shall be settled amicably, failure of which either of the Parties may prefer approaching the Court of Law for necessary redressal.

**ARTICLE : "X"**

(COMMON RIGHTS AND OBLIGATION OF OWNER AND DEVELOPER)

The terms and conditions which have been agreed to by and between the Parties relating to such development verbally are reduced into writing hereunder.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY  
AGRED BY AND BETWEEN THE PARTIES HERETO** as follows :-

1. The Owner agrees to appoint and do hereby appoint the parts of the other Flat Owner, as the Developer in respect of the said property morefully described in the **FIRST SCHEDULE** hereunder written and the Owner hereby grant/license to the Developer for development of the land for the purpose of construction and the construct the

proposed Building/s thereon and the Developer doth hereby accepts such appointment to act as Developer. The said appointment is irrevocable save and except the Developer must not commit any fault in carrying out the development work in the said property as per the Building/s Plan and the Developer shall not cause any breach of the terms stated herein.

2. Subject to the sanction of the Building/s Plan, the Developer shall develop and promote the said property by way of construction of multistoried Building/s. The Developer shall at his own costs construct, erect and complete the Building/s with good and standard sound quality materials as may be specified by the Architects/L.B.S. from time to time. The details of the Specification of construction and the materials to be used for such purpose are mentioned and described in the **FOURTH SCHEDULE** hereunder written.

3. The Developer shall provide in the proposed Building/s as its own cost pump, water storage tank with overhead reservoirs, electric connection, lift and other facilities as



are required to be provided in residential and/or multistoried Building/s having self contained Apartments or Flat/s, Car Parking Space/s and other space/s.

4. All costs charges and expenses for construction including Architects/L.B.S. fees shall be discharged by the Developer and the Owner shall bear no responsibility in this context.
5. Simultaneously with the execution of the Agreement, the Developer shall be entitled to negotiate with the any other person, if there be any to obtain their respective "**No OBJECTION**" in respect of the proposed construction/development of the said property agreeing to provide space to him as per law.
6. All costs and expenses pertaining to the sanction of the Building/s Plan including the payment of requisite fees and other incidental expenses payable to such sanctioning Authority shall borne by the Developer.
7. To enable the Developer to carry out its obligations, rights authorities and entitlements under this Agreement, the

Owner shall simultaneously grant and execute in favour of the Developer Company, represented by **SRI SANJOY MAJUMDER** by a registered General Power of Attorney, which will be irrevocable by the Owner save and except on commission of a default by the Developer in complying with the terms and conditions of this Agreement.

8. All the legal heirs of the Owner above named shall also abide by and confirm such Power of Attorney in favour of the Developer.
9. The Developer shall construct the said property strictly in accordance with the Building Plan and the rules regulation and bye-laws of the Kolkata Municipal Corporation Act, for the time being in force. If necessary, modification and deviation of Plan shall be approved by the Authority concerned with the consent of Owner.
10. The Developer is hereby empowered by the Owner to apply and obtain on his behalf and in his name the quotas for steel, cement bricks etc. as may be allocated by the respective Authorities for the purpose of development

of the said property at the cost of the Developer and further shall be entitled to obtain temporary or permanent connection of electric service line, water supply line and drainage and to obtain other essential services, utilities, required for the Development of the said property and making the same habitable and tenantable but all such costs and values of materials and expenses shall be paid and borne by the Developer and the Owner will not be liable for the same.

11. The Owner hereby agrees and undertakes to deliver the vacant possession of the said property to the Developer for the purpose of development and construction of proposed Building/s on execution of this Agreement without any objection or hindrances.
12. The Owner shall if required, at the cost of the Developer shall amalgamate the said property with other adjacent property/ies, if there be any, enabling the developer to construct a residential complex in and around the locality but in every cases the Owner shall get the 45% of the total F.A.R. in respect of the said property from the proposed constructional works.



13. The Developer has agreed to deliver possession of the Owner's allocation in the proposed Building/s within the stipulated period of 18 (Eighteen) months from the date of sanction of the Building/s Plan or from the date of obtainment peaceful and vacant possession of the said property from the Owner, whichever will be the later.
  
14. Immediately on completion of the Owner's allocation in all respect along with completion of all common spaces providing all common facilities in the Building/s in the said property, the Developer shall give notice in writing to the Owner requiring the Owner to take possession of the Owner's allocation in the Building/s and there being no dispute regarding the completion of the Building/s in terms of this Agreement and according to the Specification and the Building/s Plan thereof and certificate of the Architect/ L.B.S. being produced to that effect and then after 30 (Thirty) days from the date of service of such notice and at all times thereafter the Owner shall exclusively be liable for payment of all property taxes, rates, dues and other public outgoings and impositions whatsoever payable in respect of the said

13. The Developer has agreed to deliver possession of the Owner's allocation in the proposed Building/s within the stipulated period of 18 (Eighteen) months from the date of sanction of the Building/s Plan or from the date of obtainment peaceful and vacant possession of the said property from the Owner, whichever will be the later.
  
14. Immediately on completion of the Owner's allocation in all respect along with completion of all common spaces providing all common facilities in the Building/s in the said property, the Developer shall give notice in writing to the Owner requiring the Owner to take possession of the Owner's allocation in the Building/s and there being no dispute regarding the completion of the Building/s in terms of this Agreement and according to the Specification and the Building/s Plan thereof and certificate of the Architect/ L.B.S. being produced to that effect and then after 30 (Thirty) days from the date of service of such notice and at all times thereafter the Owner shall exclusively be liable for payment of all property taxes, rates, dues and other public outgoings and impositions whatsoever payable in respect of the said

Owner's allocation and the said rates and taxes are to be calculated on pro-rata basis with reference to the saleable area in the Building/s, if he is levied on the Building/s as a whole.

15. On completion of the construction of the entire Building/s, the Owner and the Developer shall punctually and regularly pay for their respective allocation, the said rate 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 and charges and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by him as the case may be consequent upon a default by the Owner or the Developer in this behalf.
  
16. As and from the date of satisfactory handing over the Owner's allocation as mentioned above in all respects and duly acknowledged by the Owner in writing and/or after 30 (Thirty) days from the date of service of notice by the Developer to the Owner for accepting the possession of his



intended for the common benefits of all occupiers of the proposed Building/s which shall include the following.

19. No formal Deed of Transfer in respect of the Owner's allocation shall be required. But the Owner shall at the request of the Developer sign and execute all such further necessary Deeds, papers, documents and writings for completion of construction and/or sale of the said Developer's allocation or any portion thereof provided that the Developer as the constituted Attorney of the Owner shall also be entitled to sign and execute such deeds, papers writings and documents as may be required from time to time therefore.
20. If the said development work and/or the construction work is suspended due to Force Majeure like natural calamity, earth quake, strike, riot or civil commotion or promulgation of any law etc. which be beyond the control of the Developer, then in such event the stipulated time as aforesaid shall be extended for such period as may be mutually agreed between the Parties. But the market condition and Developer's paucity of fund or financial

accident/s, if any, in terms of the Workmen's Compensation Act.

C. All claims and demands of the Owner and Occupiers of the adjoining properties due to damage or loss suffered by him in course of hazards in construction work of the said property shall be borne by the Developer.

22. Both Owner and the Developer shall not use or permit to use their respective allocations in the Building/s or any portion thereof for carrying on any unlawful or illegal and immoral trade or activity nor use thereof for any purpose which may cause nuisance hazard to the other occupiers of the proposed Building/s.
23. Neither Party shall demolish or permit to demolish any wall or other structure in their respective allocations or any portion thereof or make structural alteration thereon without the previous consent of the Owner/Developer or the Association when formed, but such consent shall not be withheld unreasonably.

accident/s, if any, in terms of the Workmen's Compensation Act.

C. All claims and demands of the Owner and Occupiers of the adjoining properties due to damage or loss suffered by him in course of hazards in construction work of the said property shall be borne by the Developer.

22. Both Owner and the Developer shall not use or permit to use their respective allocations in the Building/s or any portion thereof for carrying on any unlawful or illegal and immoral trade or activity nor use thereof for any purpose which may cause nuisance hazard to the other occupiers of the proposed Building/s.

23. Neither Party shall demolish or permit to demolish any wall or other structure in their respective allocations or any portion thereof or make structural alteration thereon without the previous consent of the Owner/Developer or the Association when formed, but such consent shall not be withheld unreasonably.



24. The respective Allottees shall keep the interiors and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the proposed Building/s in good working condition and repair and in particular so as not to cause any damage to the Building/s or any other of his space or accommodation therein.
  
25. No goods or other items shall be kept by the Owner or the Developer or the Transferees for display or use or otherwise in the corridor or other places of common use in the proposed Building/s and in case any obstacle is caused in a manner thereto the person doing so shall be responsible to remove the same at the risk and cost of the other. Neither of the Parties shall be entitled to put up any advertisement and/or display hoarding on the exterior walls of the proposed Building/s.
  
26. The Owner shall permit the Developer and its servants and agents without workmen and others at the reasonable time and by prior notice to enter into and upon the Owner's allocation and every part thereof for the

purpose of maintenance or repairing any part of the proposed Building/s and/or for the purpose of repairing maintaining, rebuilding, cleaning, lighting and of common facilities and/or for the purpose of maintaining, repairing and testing drains, water pipes and electric wires and for other similar purposes.

27. The Owner hereby agrees and covenants with the Developer that he will mutate his own names at his own costs and expenses with the Kolkata Municipal Corporation Authority after the Owner obtain permission of his allocation in a habitable condition and the Developer shall co-operate with the Owner in this respect.
28. The Developer's allocation in the proposed Building/s in the said property is meant for sale as Ownership Flats. As such the Owner and the necessary Parties shall sign and execute all Deeds of Conveyances, documents and writings relating to such sale and transfer to the intending Purchaser/s of the said Flats at a price determined by the Developer and the Owner shall have not nor can have without any demand or claim thereon of any nature whatsoever.

29. The Developer is at liberty to advertise for sale of the said Ownership Flats during the Development/construction of the Building/s on the said property and receive advance or consideration from the intending Purchaser/s on Agreement against sale of such Flats and proportionate land value and shall be entitled to take appropriate the entire amount of sale proceeds from such Purchaser/s in respect of Developer allocated share the proposed Building/s.
30. The Owner hereby agrees and covenants with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing, if any; of the Developer's allocation in the Building/s in the said property.
31. The Owner shall not let-out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.
32. The Owner hereby agrees and covenants with the Developer to transfer the undivided proportionate share



allocable and attributable to the Developer's allocation in favour of the Developer or its nominee/s in such part/s as the Developer shall require and for the aforesaid purpose shall obtain all necessary approvals, consents and permission.

33. The Parties hereto shall do all acts, deeds and things and sign execute register and deliver all documents and deeds as may be required by the other to enable the Parties to own use, occupy and enjoy the respective areas and the Parties hereto shall have full and absolute right to deal with or transfer their respective areas in the manner as they respectively think fit and proper.
34. The Developer shall have no right title and interest whatsoever in the Owner's allocation and undivided proportionate share pertaining thereof in common facilities and amenities which shall solely and exclusively belong and continue to belong to the Owner and similarly the Owner shall have no claim in respect of the Developer's allocation as herein provided.
35. The Developer shall have no right to claim for payment reimbursement of any cost, expenses or charges incurred

towards construction of the Owner's allocation and of the undivided proportionate share in the common areas/spaces, common facilities and amenities of the proposed Building/s. Hence the Owner shall never be liable to pay and/or refund such cost or expenses to the Developer.

36. The Developer shall in completion of the proposed Building/s, put the Owner in undisputed possession of the Owner's allocation together with all rights in common areas/spaces common utility portion of the proposed Building/s and the open space thereof.
37. The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner would be prevented from enjoying, selling, assigning, and/or disposing of any portion of the Owner's allocation in the said proposed Building/s in the said property.
38. The Developer shall be entitled to negotiate with prospective Buyers and/or Purchaser/s for sale of Flats and other areas of the Building/s belonging to the Developer's allocation and also enter into Agreement for

Sale with the intending Purchaser/s and to receive earnest money thereof receive the full consideration amount towards sale of Developer's allocation and appropriate the same and the Owner hereby confirms that the Owner shall have no claim or demand over the said consideration or amounts in future under any circumstances whatsoever and howsoever.

39. The Owner confirms and undertakes that if so required by the Developer, the Owner shall join as Confirming Party to all Agreements and other documents of transfer that may be entered into by the Developer for sale and/or otherwise transfer of the Flats in the proposed Building/s of the Developer's allocation without raising any objection and claiming any additional consideration money.
  
40. It is understood that from time to time to facilitate, the construction of the proposed Building/s by the Developer various Deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the Authority of the Owner and various application and other documents may be required to be signed or made by the Owner relating to



the specific provisions may be reasonably required to be done in the manner and the Owner shall execute any such authorization as may be required by the Developer for the said purpose and the Owner also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all such acts deeds matters and things do not in any way infringe the rights of the Owner and/or go against the spirit of this Agreement.

41. In case, any Party fails or defaults in carrying out obligations or contravene any of the terms and conditions of this Agreement, then and in such event the other Party shall without prejudice to his rights stated herein be entitled to and/or start legal proceeding both criminal and civil against the defaulting Party and for Specific Performance of Contract together with right to claim damages and for other relief.
42. The proposed Building/s in the said property shall be christened as "**KHELAGHAR**" which shall be inscribed and marked on a marble piece and be fixed on the front wall of

the Building/s. It will be displayed prominently to the visitor and open to public eye. The Developer is also permitted to inscribe its name in a visible place of the Building/s as Developer.

43. The Owner shall interest with the works of the Developer at any stage during construction in any way subject to the Developer shall perform each and every obligations as depicted in this Agreement and shall not construct anything beyond the sanction Building Plan.
44. The land Owner shall execute Agreement/s for Sale and Deed/s of Conveyance in favour of the intending Purchaser/s if necessary when required by intending Purchaser/s in respect of Flat/s, Car Parking Space/s, Space/s including proportionate undivided share in land of Developer's allocation in the proposed Building/s in the said property before the Registration Office/s.
45. Alipore Judges' Court as the case may be shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents between the Parties hereto.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(DESCRIPTION OF THE SAID PROPERTY)

**ALL THAT** piece and parcel of land measuring an area of 8 (Eight) Cottahs 4 (Four) Chittacks 24 (Twenty-Four) Square Feet be the same a little more or less together with pucca structure having an area of 500 (Five Hundred) Square Feet standing thereon, situate and lying at Mouza : Purba Barisha, J.L. No.23, R.S. No.43, Touzi Nos.1-6, 8-10 & 12-16, under C.S. & R.S. Khatian Nos.217 & 936, appertaining to C.S. & R.S. Dag Nos.1504 & 1505, being known and numbered as Municipal Premises No.3, Chandi Charan Ghosh Road (mailing address 4, Chandi Charan Ghosh Road), Police Station : Thakurpukur, Kolkata : 700008, within the limits of the Kolkata Municipal Corporation, under Ward No.124, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto and the same is butted and bounded by :-

**ON THE NORTH** : Another premises ;  
**ON THE SOUTH** : 11, Chandi Charan Ghosh Road ;  
**ON THE EAST** : Another premises ;  
**ON THE WEST** : 12' wide K.M.C. Road.

D.H.Road. to J.L. Sarani

Sanjay Manjivdar.



**THE SECOND SCHEDULE ABOVE REFERRED TO**

(DESCRIPTION OF THE OWNER'S ALLOCATION)

**ALL THAT** in the instant joint venture project the Owner shall be given at the first instance free of cost 45% of the total F.A.R. out of 100% of the total F.A.R. of the proposed Building/s in finished, complete and in habitable condition, which consists of several Flat/s, Car Parking Space/s, according to the sanctioned Building Plan together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein provided and the aforesaid Owner's allocation will be demarcated after getting Plan sanction from the Kolkata Municipal Corporation by correspondences and the same will be provided in zigzag manner and fashion from every floor.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)

**ALL THAT** rests and remaining 55% share of the proposed Building/s in the said property save and except the Owner's allocation. The said rests and remaining areas means several Flats, Car Parking Space/s and other space/s and proportionate share including common spaces, places, staircases and the Developer shall have the right to sell, mortgage lease out and/or

rent out the same in whole or in part together with proportionate share of land at the said property, with right to enter into Agreement for Sale of Flat/s, Car Parking Space/s and other space/s with right on common areas and places to the intending Buyer/s etc. and to take advances and entire consideration from him/her/them without any objection or interruption from the Owner.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

(DESCRIPTION OF SPECIFICATION OF THE BUILDING/S)

- ❖ **FOUNDATION** :-  
Building designed of R.C.C. foundation.
- ❖ **STEEL** :-  
Standard quality available in the market.
- ❖ **CEMENT** :-  
Standard quality available in the market.
- ❖ **SAND** :-  
Course sand.
- ❖ **STONECHIPS** :-  
Standard quality available in the market.
- ❖ **BRICKS** :-  
1<sup>st</sup> class available in the market.

❖ **FLOORING & SKIRTING :-**

Bed rooms, living-cum-dining room, toilets, kitchen and balcony will be finished with Marble.

❖ **KITCHEN :-**

Kitchen will have R.C.C. Cooking platform with 2' height glazed tiles and black stone top of the platform. One steel sink will be provided, one tap on the sink and other under the sink for washing utensils.

❖ **BATHROOM & TOILETS :-**

Floorings of the bathroom and toilet shall be marble finished.

❖ **TOILETS :-**

7' high glaze tiles round. Toilet attached to the Bedroom will have one Western commode (white) with cistern, taps, shower. Common Toilet will have Western pan (white) with cistern, one Wash basin (white) taps, towel rod, soap tray and Shower. Geysers will be provided in this Toilet. Both the toilet will have good quality G.I. concealed pipelines.

❖ **DOORS :-**

P.V.C. door in toilets and good quality phenol bounded commercial flash doors in all inside doors and wooden panel doors in main door.



❖ **WINDOWS :-**

Alluminium channel windows with mild steel grill.

❖ **ELECTRICAL WORKS :-**

Electrical points for light, fan, refrigerator, television, geyser and one number of A.C. point at bed room will be provided with concealed P.V.C. wiring and complete with distribution boards, sub-distribution board, switch board, with piano type switches and 5 & 15amp plug point, electrical points will be provided as required.

❖ **ELECTRICAL METER :-**

The Developer will arrange for the electric meter for common services like roof lights, stair case, passages and Flat Owner except the Party hereto of the One Part will pay the deposit amount proportionately.

❖ **EXTRA WORK :-**

Request for extra work or change from above mentioned specifications and fixing of costly items will be entertained before commencement of the work of the specified items and extra cost to be paid in advance basis as required.

❖ **WATER SUPPLY :-**

Water will be supplied from the supply of Kolkata Municipal Corporation. Water supply from Kolkata

Corporation will be arranged with underground reservoir and cost of water connection from Kolkata Corporation authority will be borne by the Flat Owners on proportionate cost basis.

❖ **PAINING** :-

All internal walls will be finished with Plaster of Paris. All external paintings will be with cement based paints. All doors and windows will be enamel paints.

❖ **SANITARY** :-

All internal pipelines will be of concealed type. Soil lines are to be connected to underground drainage pipes terminating in septic tank.

**THE FIFTH SCHEDULE ABOVE REFERRED To**

(DESCRIPTION OF SPECIFICATION OF COMMON AREAS)

1. **AREAS** :-

- A. Entrance and exits to the said property and the Building/s.
- B. Darwans room, if any.
- C. Boundary walls and main gate of the said property.
- D. Lift and lift machine room.

- E. Staircase, stair head room and lobbies on all the floors.
- F. Entrance lobby, electric/utility room, water pump room, if any and the Office room, to be used by the Association/Committee, if any.
- G. Common installations on the roof and in the Ground Floor and also in each floor.
- H. Right to access on the roof above the top of the floor of the Building/s.
- I. The open land in the said property, foundation columns, beams, supports, common passage and boundary walls of the Building/s.

2. **WATER PLUMBING AND DRAINAGE :-**

- A. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any unit or exclusively for the same.
- B. Water supply system of the whole Building.
- C. Water pump, underground and overhead water reservoirs together with all common plumbing installations for carriage of water (save only those



are within the exclusive area of any unit and/or exclusively for its use.

3. **ELECTRICALS INSTALLATIONS** :-

- A. Electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any Unit or exclusively for its use).
- B. Lighting of common portions.
- C. Electrical installations for receiving electricity from suppliers and meters for recording the supply.
- D. Electric installation for lift.
- E. Machineries and accessories, if any (at extra cost).

4. **OTHERS** :-

Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or around the said property and the Building/s as are necessary for passage to and/or user of the units in common by the Co-Owners.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

by the Parties at Kolkata  
in the presence of :-

**WITNESSES :-**

1. Sambal Karmakar,  
S/o Bharat Ch. Karmakar,  
150/5 D.H. Road, Kt-63.


  
Signature of the **OWNER**

2. Samant Kr Das  
54C, P. L. T. Road,  
Kt-60

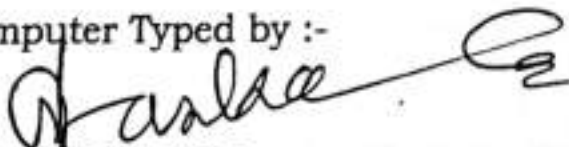
M/s. MAJUMDER CONSTRUCTION  
Sanjoy Majumder,  
Proprietor

Signature of the **DEVELOPER**

Drafted by us :-

  
Advocate WB/298/89  
Alipore Judges' Court, Kd : 27.

Computer Typed by :-

  
**DEBASISH NASKAR**  
Alipore Judges' Court, Kol : 27.

**MEMO OF RECEIPT**

**RECEIVED** of and from the within named Developer the within mentioned sum of Rs.6,00,000/- (Rupees Six Lac) only towards the part payment out of the total non-refundable amount of Rs.12,00,000/- (Rupees Twelve Lac) only in terms of this Agreement, as per Memo below :-

**MEMO**

By one Account Payee Cheque bearing No.176186,  
Dated 05/10/2016, drawn on United Bank of India,  
at its Thakurpukur Branch amounting to

Rs.6,00,000/-

Total ..... Rs.6,00,000/-

**(RUPEES SIX LAC) ONLY**

**WITNESSES :-**

1. Sankar Kumar

2. Sankar Kumar Das

✓  
Prashanti Ghosh  
Signature of the **OWNER**





Government of West Bengal  
Directorate of Registration & Stamp Revenue

e-Assessment Slip

Query No / Year	1607-0000390262/2018	Office where deed will be registered
Query Date	09/03/2018 2:11:45 PM	A.D.S.R. BEHALA, District: South 24-Parganas
Applicant Name, Address & Other Details	Sanjoy Majumdar 79 State Bank Park, Thana : Thakurpukur, District : South 24-Parganas, WEST BENGAL, PIN - 700063, Mobile No. : 9433050645, Status : Buyer/Claimant	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4310] Other than Immovable Property, Security Bond [Rs : 1,00,000/-], [4311] Other than Immovable Property, Receipt [Rs : 6,00,000/-]	
Set Forth value	Market Value	
Rs. 10,00,000/-	Rs. 75,29,895/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 10,071/- (Article 48(g))	Rs. 6,028/- (Article: E, E, E, B)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 1,000/-
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)	

Land Details :

District: South 24-Parganas, P.S. - Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chandi Charan Ghosh Road, Road Zone : (D H Road -- J L Sarani (Ward 123,124)) , , Premises No. 3, Ward No: 124

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		8 Katha 4 Chatak 24 Sq Ft	5,50,000/-	70,79,895/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
Grand Total :					13.6675Dec	5,50,000 /-	70,79,895 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	4,50,000/-	4,50,000/-	Structure Type: Structure

Gr. Floor, Area of floor . 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type Pucca, Extent of Completion: Complete

Total : 500 sq ft 4,50,000 /- 4,50,000 /-

**Land Lord Details :**

Sl No	Name & address	Status	Execution Admission Details :
1	Mr Tushar Kanti Ghosh Son of Late J. K. Ghosh 4 C.C. Ghosh Road, P.O:- Barisha, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700008 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ACWPG0551A, Status :Individual, Executed by: Self . To be Admitted by: Self	Individual	Executed by: Self . To be Admitted by: Self

**Developer Details :**

Sl No	Name & address	Status	Execution Admission Details :
1	Majumder Construction 79 State Bank Park, P.O:- Thakur Pukur, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700063 . PAN No.:: ADTPM8539Q, Status :Organization, Executed by: Representative	Organization	Executed by: Representative

**Representative Details :**

Sl No	Name & Address	Representative of
1	Mr Sanjoy Majumdar Son of Late Prasanta Kumar Majumdar 79 State Bank Park Road, P.O:- Thakur Pukur, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700063 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADTPM8539Q	Majumder Construction (as )

**Identifier Details :**

Name & address	
Mr Samar Kr Das Son of Late K.N. Das 54C B.L.T. Road Parnasree, P.O:- Parnasree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060, Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, Identifier Of Mr Tushar Kanti Ghosh, Mr Sanjoy Majumdar	N

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr Tushar Kanti Ghosh	Majumder Construction-13.6675 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mr Tushar Kanti Ghosh	Majumder Construction-500.00000000 Sq Ft



**Note:**

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 08/04/2018) for e-Payment. Assessed market value & Query is valid for 44 days (i.e. upto 22/04/2018) for registration.
3. Standard User charge of Rs. 240/- (Rupees Two hundred forty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.

✓  
Pusharanti Ghosh  
Samjoy Majumdar.



Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201718-019464811-1  
GRN Date: 13/03/2018 12:22:33  
BRN: 10039521

Payment Mode: Online Payment  
Bank: United Bank  
BRN Date: 13/03/2018 00:00:00

DEPOSITOR'S DETAILS

Name: SANJOY MAJUMDAR  
Contact No.: Mobile No.: +91 9433050645  
E-mail: majumder\_sanjoy@yahoo.com  
Address: 79 STATE BANK PARK THAKURPUKUR KOLKATA 700063  
Applicant Name: Mr Sanjoy Majumdar  
Office Name:  
Office Address:  
Status of Depositor: Buyer/Claimants  
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement  
Payment No 6

Id No. : 16070000390262/6/2018  
(Query No./Query Year)

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	16070000390262/6/2018	Property Registration- Stamp duty	0030-02-103-003-02	9071
2	16070000390262/6/2018	Property Registration- Registration Fees	0030-03-104-001-16	6028
Total				15099

In Words : Rupees Fifteen Thousand Ninety Nine only

आयकर विभाग  
INCOME TAX DEPARTMENT  
TUSHAR KANTI GHOSH



भारत सरकार  
GOVT. OF INDIA

JATINDRA KRISHNA GHOSH

26/07/1945

Permanent Account Number

ACWPG0551A

Signature



*In case this card is lost / found, kindly inform / return to :*  
Income Tax PAN Services Unit, UTITPSL  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.

इस कार्ड को खोने/पाने पर कृपया सूचित करें/सौंपएं :  
आयकर पैन सेवा यूनिट, UTITPSL,  
प्लॉट नं. 3, सेक्टर 11, CBD बेलपुर,  
नवी मुंबई - 400 614.



	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name SANJOY MAJUMDAR.  
 Signature Sanjoy Majumdar



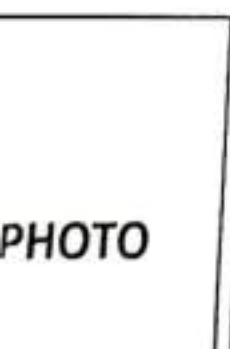
	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name TUSHAR KANTI GHOSH.  
 Signature Tushar Kanti Ghosh



	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name.....  
 Signature.....



	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right					



आयकर विभाग

INCOME TAX DEPARTMENT

SANJOY MAJUMDAR

PRASANTA MAJUMDAR

26/12/1966

Permanent Account Number

ADTPM8539Q

Sanjoy Majumdar

Signature

भारत सरकार

GOVT. OF INDIA



इस कार्ड को खोने / काने पर कृपया सूचित करें / लोडर  
आयकर पैम सोचा इकाई, एन एस डी एल,  
रीसर्ची मंजील, सफादर सेक्टर,  
बानेर टेलिफोन एक्सचेंज के मजदूर,  
बानेर, पुणे - 411045

If this card is lost / someone's lost card is found,  
please inform / report at:  
Income Tax PAN Services Unit, NSDL  
3rd Floor, Sapphire Chambers,  
Near Diner Telephone Exchange,  
Baner, Pune - 411 045

Tel: 91-20-2721 8081, Fax: 91-20-2721 8081  
e-mail: [tininfo@nsdl.co.in](mailto:tininfo@nsdl.co.in)