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पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

V 797453

*DM*  
5/60.  
6/4/16

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.

850-458743/16

*DM*  
Addl. District Sub-Registrar  
Rahala, South 24 Parganas

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** is made on this the

*6<sup>th</sup>* day of April, 2016 (Two Thousand Sixteen)

**BETWEEN**

02 APR 2016

Serial No. 198 Date

Name ASIM MUKHOPADHYAY  
Address Advocate Alipore Judges' Court  
Kolkata-700 027

Value Rs. 100/- P.

BIDYUT KR. SAHA  
Licence Stamp Vendor  
Alipore Judges' Court, 24 Pgs (S)

License Stamp Vendor Signature

- Suddipta Pathak,

V.C.T. 5346

- Suddipta Pathak

V.C.T. 5347

- Parimalkaya?

V.C.T. 5345

Pooja Ghosh Pathak

V.C.T. 5346

Handwritten signature

Handwritten signature  
Asim Mukhopadhyay



A.D.S.R. Bahala  
6 APR 2016  
Dist. South 24 Pgs.

## Seller, Buyer and Property Details

### A. Land Lord & Developer Details

Presentant Details	
SL No.	Name and Address of Presentant
1	Mrs Sudipta Pathak Sanyal 31/N/1, Siddhinath Chatterjee Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Mr Parimal Kayal Son of Late Manik Chandra Kayal 11, Bhupen Roy Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ATGPK8069Q, Status : Individual; Date of Execution : 06/04/2016; Date of Admission : 06/04/2016; Place of Admission of Execution : Pvt. Residence





**Developer Details**

SL No.	Name, Address, Photo, Finger print and Signature
1	M/s. Sanyal Construction Pvt. Ltd. 31/N/1, Siddhinath Chatterjee Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 PAN No. AANCS9200J.; Status : Organization; Represented by representative as given below:-
1(1)	Mr Bipra Bhanu Pathak 31/N/1, Siddhinath Chatterjee Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AHOPP4572F.; Status : Representative; Date of Execution : 06/04/2016; Date of Admission : 06/04/2016; Place of Admission of Execution : Pvt. Residence
(2)	Mrs Sudipta Pathak Sanyal 31/N/1, Siddhinath Chatterjee Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India; PAN No. AKLPS4368N.; Status : Representative; Date of Execution : 06/04/2016; Date of Admission : 06/04/2016; Place of Admission of Execution : Pvt. Residence
(3)	Mr Shilab Sanyal 31/N/1, Siddhinath Chatterjee Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. APSPS1089L.; Status : Representative; Date of Execution : 06/04/2016; Date of Admission : 06/04/2016; Place of Admission of Execution : Pvt. Residence

**B. Identifire Details**

Identifier Details			
SL No.	Identifier Name & Address	Identifler of	Signature
1	Mr Asim Mukhopadhyay Son of Mr Bhabaranjan Mukhopadhyay Alipore Judges Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India,	Mr Parimal Kayal, Mr Bipra Bhanu Pathak, Mrs Sudipta Pathak Sanyal, Mr Shilab Sanyal	

**C. Transacted Property Details**

Apartment Details						
Sch No.	Location of Apartment	Plot No/Zone	Floor Area	Set Forth Value (In Rs.)	Market value (In Rs.)	Other Details

11/04/2016 Query No:-16070000458743 / 2016 Deed No :- 160703072 / 2016, Document is digitally signed.



**Apartment Details**

Sch No.	Location of Apartment	Plot No/Zone	Floor Area	Set Forth Value (In Rs.)	Market value (In Rs.)	Other Details
A1	District: South 24-Parganas, P.S.- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bhupen Roy Road, Premises No: 11, Ward No: 120, Floor No: 0	Zone Name: (D H Road – J.L.Sarani), RS Plot No: , Khatian No: 00000,	Super built-up area: 115	20,000/-,	7,53,250/-	Apartment Type: Flat/Apartment, Commercial Use, Floor Type: Cemented Age of Flat: 2 Year, Approach Road Width: 16 Ft.,

**D. Applicant Details**

Details of the applicant who has submitted the requisition form	
Applicant's Name	Asim Mukhopadhyay
Address	Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027
Applicant's Status	Advocate





Office of the A.D.S.R. BEHALA, District: South 24-Parganas

Endorsement For Deed Number : I - 160703072 / 2016

Deed No/Year	1607000458743/2016	Serial no/Year	1607003222 / 2016
Deed No/Year	I - 160703072 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mrs. Sudipta Pathak Sanyal	Presented At	Private Residence
Date of Execution	06-04-2016	Date of Presentation	06-04-2016
Remarks			

[REDACTED]

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 7.33 Lakhs.

(Biswarup Goswami)

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

[REDACTED]

[REDACTED]

Presented for registration at 17:40 hrs. on : 06/04/2016, at the Private residence by Mrs. Sudipta Pathak Sanyal.

[REDACTED]

Execution is admitted on 06/04/2016 by

Mr Parimal Kayal, Son of Late Manik Chandra Kayal, 11, Bhupen Roy Road, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, By caste Hindu, By Profession Business  
Indebted by Mr Asim Mukhopadhyay, Son of Mr Bhabaranjan Mukhopadhyay, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Advocate

[REDACTED]

Execution is admitted on 06/04/2016 by

Mr Bipra Bhanu Pathak Director, M/s. Sanyal Construction Pvt. Ltd., 31/N/1, Siddhinath Chatterjee Road, P.O:- Behala, P S - Behala, District -South 24-Parganas, West Bengal, India, PIN - 700034 Mr Bipra Bhanu Pathak, Son of Dhrubasis Pathak, 31/N/1, Siddhinath Chatterjee Road, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, By caste Hindu, By profession Business  
Indebted by Mr Asim Mukhopadhyay, Son of Mr Bhabaranjan Mukhopadhyay, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Advocate



Admission of execution Under Section 49, West Bengal Registration Rules, 1962. (Representative)

Execution is admitted on 06/04/2016 by  
Mrs Sudipta Pathak Sanyal Director, M/s. Sanyal Construction Pvt. Ltd., 31/N/1, Siddhinath Chatterjee Road,  
P.O. - Behala, P.S. - Behala, District -South 24-Parganas, West Bengal, India, PIN - 700034 Mrs Sudipta Pathak  
Sanyal, Wife of Mr Bipra Bhanu Pathak, 31/N/1, Siddhinath Chatterjee Road, P.O. Behala, Thana: Behala, ,  
South 24-Parganas, WEST BENGAL, India, PIN - 700034, By caste Hindu, By profession Business  
identified by Mr Asim Mukhopadhyay, Son of Mr Bhabaranjan Mukhopadhyay, Alipore Judges Court, P.O.  
Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By  
Profession Advocate

Admission of execution Under Section 49, West Bengal Registration Rules, 1962. (Representative)

Execution is admitted on 06/04/2016 by  
Mr Shilab Sanyal Director, M/s. Sanyal Construction Pvt. Ltd., 31/N/1, Siddhinath Chatterjee Road, P.O.-  
Behala, P.S. - Behala, District -South 24-Parganas, West Bengal, India, PIN - 700034 Mr Shilab Sanyal, Son of  
Late Surojit Kumar Sanyal, 31/N/1, Siddhinath Chatterjee Road, P.O. Behala, Thana: Behala, , South 24-  
Parganas, WEST BENGAL, India, PIN - 700034, By caste Hindu, By profession Business  
Identified by Mr Asim Mukhopadhyay, Son of Mr Bhabaranjan Mukhopadhyay, Alipore Judges Court, P.O.  
Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By  
Profession Advocate

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

On 06/04/2016

Certificate of Admissibility (Rule 19, West Bengal 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.

Payment of Fees  
Certified that required Registration Fees payable for this document is Rs 38/- ( B = Rs 17/- ,E = Rs 21/- ) and  
Registration Fees paid by Cash Rs 38/-

Payment of Stamp Duty  
Certified that required Stamp Duty payable for this document is Rs. 5,061/- and Stamp Duty paid by Draft Rs  
4,970/-, by Stamp Rs 100/-

Description of Stamp









Certificate of Registration under section 60 and Rule 69.  
Registered In Book - I  
Volume number 1607-2016, Page from 99234 to 99289  
being No 160703072 for the year 2016.



*Biswarup Goswami*

Digitally signed by BISWARUP  
GOSWAMI  
Date: 2016.04.11 18:46:35 +05:30  
Reason: Digital Signing of Deed.

(Biswarup Goswami) 4/11/2016 6:46:34 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BEHALA  
West Bengal.

(This document is digitally signed.)

SRI PARIMAL KAYAL, (PAN- ATGPK8069Q), son of late Manik Chandra Kayal, by faith- Hindu, by occupation- Business, by nationality- Indian, <sup>shop</sup> at 11, Bhupen Roy Road, Post Office & Police Station- Behala, Kolkata- 700034, hereinafter called and referred to as the "OWNER/SHOP OWNER" (which terms or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include his legal heirs, successors, executors, administrators, legal representatives, nominees and/or assigns) of the ONE PART;

AND

M/S. SANYAL CONSTRUCTION PVT. LTD., (PAN- AANCS9200J), a Private Limited company having its registered office at 31/N/1, Siddhinath Chatterjee Road, Police Station- Behala, Kolkata- 700034, represented by its Directors (1) MR. BIPRA BHANU PATHAK, (PAN- AHOPP 4572F), son of Dhrubasis Pathak, (2) SMT. SUDIPTA PATHAK (SANYAL), (PAN- AKLPS4368N), wife of Mr. Bipra Bhanu Pathak, and (3) MR. SHILAB SANYAL, (PAN- APSPS 1089L), son of Late Surojit Kumar Sanyal, hereinafter called and referred to as the "DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the subject or context shall be deemed





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to mean and include its legal heirs, successors-in-office, executors-in-office, administrators, legal representatives, nominees and/or assigns) of the **OTHER PART**.

**WHEREAS** a Plot of land measuring an area 2 (two) Cottahs 4 (four) Chittaks more or less, equivalent to 0.4 Decimals, situated at Mouza-Behala, Pargana- Balia, District Collectorate of Touz No. 346, R.S. No. 83, J.L. No. 2, appertaining to R.S. Khatian No. 705, R.S. Dag No. 7232/7460, R.S. Dag No. 9976 and 9975 within the Kolkata Municipal Corporation formerly South Suburban Municipality, Behala under Ward No. 120, District : 24-Parganas (South), belong to one Radharani Dasi, who sold away the aforesaid property in 20.11.1945 in favour of Dulal Chandra Das;

**AND WHEREAS** the said Dulal Chandra Das, executed and registered Conveyance in favour of Radharani Dasi and her only son Profulla Kumar Das in respect of aforesaid land measuring 2 (two) Cottahs 4 (four) Chittaks more or less, by virtue of a registered Conveyance and thereafter said Radharani Dasi and Profulla Kumar Das jointly executed an agreement aforesaid property in favour of one Kanailal Mukhopadhyay on 18.06.1946 by virtue of registered



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Agreement for Sale, and thereafter on 21.07.1948 said Maharani Dasi, Prafulla Kumar Das and Kanailal Mukherjee jointly executed registered Deed of Sale in favour of Maharani Devi. Thereafter the said Maharani Devi sold away her aforesaid purchased land on 21.07.1948 in favour of the Motilal Dasgupta by virtue of registered Deed of Sale;

**AND WHEREAS** on 23.06.1961 said Motilal Dasgupta sold away his purchased land measuring 2 (two) Cottahs 4 (four) Chittaks more or less, in favour of Smt. Karunamayee Das wife of Birendranath Das, by virtue of registered Deed for a valuable consideration and after purchase said Smt. Karunamoyee Das mutated her name in the record of Municipality and by paying taxes of the aforesaid property regularly was thus seized and possessed absolutely, free from all encumbrances;

**AND WHEREAS** on 2<sup>nd</sup> February, 1983 corresponding to 19<sup>th</sup> Magh 1389 B.S. said Smt. Karuna Moyee Das sold away her aforesaid property measuring 2 (two) Cottahs 4 (four) Chittaks more or less, in favour of Purnima Bhattacharyay wife of Sunil Kumar Bhattacharya of Behala, for a valuable consideration by virtue of a registered Deed





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of Sale, registered at Alipore Sub-Registrar, recorded in Book No. 1, Being Deed No. 758 for the year 1983 and after purchase said Purnima Bhattacharyay present owner herein mutated her name in the record of Kolkata Municipal Corporation as Owner/Assessee being Assessee No. 41-120-02-0013-9, being Premises No. 13, Bhupen Roy Road, Police Station- Behala, Kolkata- 700034 and also paying land revenue to the Government of West Bengal and there after constructed two storied building thereon consisting of two shop rooms in the ground floor measuring an area 115 Square Feet and 110 Square Feet respectively and on the 1<sup>st</sup> floor there on and by residing there present owner is thus seized and possessed aforesaid property free from all encumbrances;

AND WHEREAS on 17<sup>th</sup> August, 2011 said Purnima Bhattacharya sold away one Shop Room measuring an area 110 Square Feet more or less, (as per physical measurement 115 sq. ft. super built up area) together with undivided impartible proportionate share of land and land underneath the said property, in favour of Parimal Kayal, by virtue of a registered Deed of Sale, dated 17<sup>th</sup> August, 2011 registered in the Office of Additional District Sub-Registrar, Behala,



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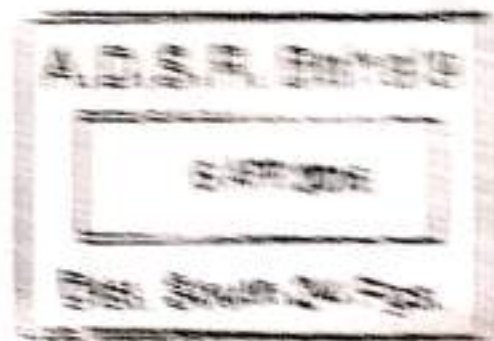
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South 24-Parganas, recorded in Book No. I, Being No. 07872 for the year 2011;

**AND WHEREAS** after purchase aforesaid Shop Room measuring an area 110 Square Feet super built-up area more or less (as per physical measurement 115 sq. ft. super built up area), together with proportionate impartible share of land and land underneath of building said Parimal Kayal thus seized ad possessed of said Shop Room, lying and situated at Premises No. 13, Bhupen Roy Road, (mailing address 11, Bhupen Roy Road), Kolkata- 700034, and running the said shop room under the name and style of P. K. Electrical Works after obtaining trade license from the Kolkata Municipal Corporation, vide CE No. 001677102200, dated under Ward No. 120 of the Kolkata Municipal Corporation;

**AND WHEREAS** the another owner namely Purnima Bhattacharya holds and possess total land measuring an area 2 (two) Cottahs 1 (one) Chittaks 20 (twenty) Square Feet more or less, together with one two storied dilapidated building measuring an area of 692.50 Sq. Ft. in each floor being total measuring an area 1385 Square Feet of super built-up area more or less standing thereon i.e. total area 1385





sq. ft. more or less save and except one Shop room measuring 110 Square Feet of built-up area (as per physical measurement 115 sq. ft. super built up area), which belongs to Parimal Kayal who holds and possess as co-owner of the Building free from all encumbrances;

**AND WHEREAS** while in exclusive possession of ALL THAT piece and parcel of land measuring 2 Cottahs 1 Chittak 20 sq. ft. together with two storied building measuring 692.50 sq. ft. built up area in each floor being total area measuring 1385 sq. ft. super built up area more or less including one shop room of measuring 115 sq. ft. the said Purnima Bhattacharjee another owner of the aforesaid property have entered with an Agreement for the Development on 6<sup>th</sup> April, 2016 to exploit the aforesaid property commercially leaving one shop room on the Ground floor measuring 115 sq. ft. built up area belonging to First Party/Owner herein and on coming to know this and after mutual discussion with the Developer, the Shop owner/First Party herein approached and agreed to handover the said shop room morefully described in the Schedule-"A" to develop the entire property known as Premises No. 13, Bhupen Roy Road, jointly with his erstwhile owner Purnima Bhattacharjee;



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AND WHEREAS the present Developer herein accepted the Owner's proposal and decided to entered into a Registered Agreement for the Development of the entire property including his shop room with the terms and conditions mutually agreed upon by and between the parties;

NOW THIS AGREEMENT WITNESSES AS FOLLOWS :-

DEFINITION :

1. OWNER:

Shall mean : SRI PARIMAL KAYAL, son of late Manik Chandra Kayal, by faith- Hindu, by occupation- Business, by nationality- Indian, <sup>Permanently</sup> residing at 139, C.F. Becharam Chatterjee Road, Post Office & Police Station- Behala, Kolkata- 700034.

2. DEVELOPER :

Shall mean and include M/S. SANYAL CONSTRUCTION PVT. LTD., a Private Limited Company having its registered office at 31/N/1, Siddhinath Chatterjee Road, Police Station- Behala, Kolkata- 700034, represented by its Directors (1) MR. BIPRA BHANU PATHAK, son of Dhrubasis Pathak, (2) SMT. SUDIPTA PATHAK [SANYAL], wife of Mr. Bipra Bhanu Pathak, and (3) MR. SHILAB SANYAL, son of Late Surojit Kumar Sanyal.





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3. THE SAID PROPERTY :

Shall mean and include ALL THAT piece or parcel of one shop room on the ground floor measuring an area of 115 sq. ft. together with proportionate share of impartible land and land underneath of the said building lying and situated at Mouza- Behala of Pargana- Balia, under District Collectoratei Touz No. 346, R.S. No. 83, J.L. No. 2, appertaining to R.S. Khatian No. 705, in R.S. Dag No. 7232/7460, R.S. Dag No. 9976 and 9975, lying and situated at Premises No. 13, Bhupen Roy Road, (mailing address 11, Bhupen Roy Road), Post Office- Behala, Police Station- Behala, Kolkata- 700034, now within limits of the Kolkata Municipal Corporation, under Ward No. 120, in the District of South 24-Parganas, hereinafter called and referred to as the '**SAID PROPERTY**', which is more fully and particularly described in the *Schedule-'A'* hereunder written.

4. BUILDING :

Shall mean and include present old dilapidated building and the proposed building to be constructed at the Municipal Premises No. 13, Bhupen Roy Road, (mailing address 11, Bhupen Roy Road), Post Office- Behala, Police Station- Behala, Kolkata- 700034 i.e. upon the *Schedule-"A"* property.



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**5. COMMON FACILITIES:**

Shall mean and included main entrance, side space, back space and common passage leading to main entrance except car parking area of the Flat owners and occupier, corridors, stairs, lift, ways, passage, drive ways, common, lavatories in the ground floor, meter room, water pump and water facilities, motor room, will be provided by the Developer in the proposed new building. The occupiers including owners and their nominees of the proposed multi-storied building and the purchasers of the flat of the proposed multi-storied building shall have the right to enjoy the roof of the proposed building for all ceremonial occasions and for maintaining T.V. antenna and water reservoir. Further the Developer shall provide fire protection equipments, drainage, sewerage inside the building including drain and sewerage line from the building to the corporation main drain.

**6. SALEABLE SPACE:**

Shall mean the space in the new building available for independent use and occupation of the Developer after making due provisions for common facilities and space required thereof.





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7. OWNERS ALLOCATION :

- 1) It has been agreed by and between the parties herein that the parties hereto that the Owner's Allocation will be ALL THAT piece and parcel of one shop room measuring 115 Square Feet carpet area, with 8' ft. frontage thereon and one small flat consisting of 2 (two) Bed room measuring <sup>250 Sq ft</sup> carpet area each, 1 (one) Kitchen, 1 (one) W.C., on the Ground floor at the back portion of the Newly constructed building on obtaining the Building Sanction Plan from the Kolkata Municipal Corporation.
- 2) The Developer shall pay to the Owner a sum of Rs. 2,000/- (Rupees Two thousand) only as refundable advance at the time of execution and registration of the Development Agreement.

The Owner's Allocation is more fully and particularly described in the *Schedule-'B'* below and fittings and fixtures and accessories as will be provided by the Developer in the Owner's Allocation is more fully and particularly described in the *Schedule-'D'* hereunder written. The



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owner's allocation shall be confirmed on obtaining Building Sanction Plan from the Kolkata Municipal Corporation.

**8. DEVELOPER'S ALLOCATION :**

Shall mean the entire remaining total constructed area/ space/ flats/ garages in the said newly constructed building out of total F.A.R. of the Building Sanctioned Plan of the new building including the common facilities and together with the absolute right in dealing with prospective buyer/ buyers and intending transferee/ transferees, lessee as the case may be. The owner shall have no responsibility or share towards the amount received by the developer in its own account from the aforesaid sale proceeds of the Developer's Allocation.

**9. THE ARCHITECT :**

Shall mean such person or persons or company with requisite qualification who will be appointed by the Developer for designing and planning of the new building in the Schedule "A" property.

**10. BUILDING PLAN :**

Shall mean such plan that has been prepared by the Developer through its architect at its own costs and the same having been duly approved by the Owner in the name of the Owner.





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**11. TRANSFER :**

With its grammatical variations shall include transfer of title and possession upon execution and registration of proper transfer deed of immovable property under section 54 of T.P. Act, 1982.

**12. TRANSFEREE :**

Shall mean a person firm limited company, association of persons to whom any space in the building will be transferred including nominee of the owners.

**13. TIME :**

Shall mean that the construction shall be completed positively within 36 (thirty six) months from the date of approval of sanction of the building Plan from the Kolkata Municipal Corporation and/or from the date of receiving of the vacant unencumbered possession of the said property which ever will be the later. Time is the essence of this agreement.

**14. WORDS :**

Importing singular shall include plural and vice-versa and similarly words importing neutral gender shall include masculine and feminine genders.



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COMMENCEMENT

This agreement shall be deemed to have commenced with effect from the date of execution of this agreement.

OWNER RIGHT AND REPRESENTATION

- 1) The Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property.
- 2) None other than the owners have any claim, right, title and/or demand over and in respect of the "said premises" and/or any portion therefore.
- 3) There is no excess vacant land at the said property within the meaning of the Urban land (ceiling and regulation) Act, 1976.
- 4) The Owner herein appointed the Developer herein for development of the *Schedule-'A'* property with the cost and expenses of the Developer. Subject to amalgamation with any adjoining plots in one Plot upon discretion of the Developer.





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DEVELOPER'S RIGHT

- 1) The Owner herein grant, subject to what has been hereunder provided exclusive right to the Developer to build upon and to exploit commercially the "said properties" and shall be able to construct the new building thereon in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or cause to be made by the parties hereto.
  
- 2) All application, plans and other papers and documents including any modified plan if required at a latter stage subject to owner's approval in writing particularly in case of modification by the developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the developer on behalf of the owners at the cost and expenses of the Developer and the Developer shall pay all charges and bear all fees including architects fees required to be paid or deposited for exploitation of the said property.



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- 3) Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the owner of the said property or any part thereof, shall not create any right, title or interest in favour of the Developer other than any exclusive right and interest of the Developer to commercially exploit the same in terms hereof and to deal with the entire allocation in the new building in the manner hereinafter stated.

**CONSIDERATION**

- 1) In consideration of the owners having agreed to permit the Developer to exploit the "*said property*" commercially and to construct, erect and build a new building in accordance with the sanction building plan which will be sanctioned in the name of the owners by the Kolkata Municipal Corporation in accordance with the specification and materials description of which are stated in details in *Schedule-'B'*, '*C*' and '*D*' respectively hereunder written.
- 2) The Developer on completion of the entire building shall provide/ handover to the Owner the Owner's Allocation which is more fully and particularly described in the *Schedule-'B'* hereunder written and fittings and fixtures and arrangements



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as will be provided by the Developer in the Owner's Allocation as are more fully and particularly described in the *Schedule-'C'* hereunder written.

**POSSESSION**

- 1) The possession of the said *Schedule-'A'* property will be handed over by the owner to the developer within one month from the date of sanction of the plan, in vacant and unencumbered condition enabling the developer to erect/construct the multi-storied building thereon.
- 2) The Developer hereby permitted and allowed to demolish the existing two storied building upon the *Schedule-'A'* property at the cost of the Developer and the demolish building materials shall consume by the Developer in absolute discretion of the Developer.
- 3) The Developer shall complete the construction of the building positively within 36 (thirty six) months from the date of sanction of the building plan and/or from the date of getting peaceful vacant possession of the *Schedule-'A'*



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property which ever is later and shall handover the Owner's Allocation.

- 4) The developer shall on completion of the new building put the Owner in undisputed possession of the Owner's Allocation described in the *Schedule-'B'* hereunder written, together with all rights in the common portion thereof SUBJECT TO refund the adjustable advance by the Owner.
- 5) The Developer shall be exclusively entitled to the Developer's Allocation in the new building with exclusive right to transfer or otherwise deal with or dispose of the same with out however prejudicially affecting the owner and the owner shall not in any manner interfere with or disturb the quiet and peaceful possession of the Developer's allocation. The Owner shall only transfer by way of proper deed of conveyance either in favour of the Developer or in favour of the nominee/ nominees of the Developer, in respect of the undivided share of the land excepting the proportionate share of land of the Owner.



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6) In so far as necessary all dealing by the Developer in respect of the new building shall be in the name of the owner for which the owner hereby undertake to give a registered Development Power of Attorney in a form and manner reasonably required by the Developer. It being understood however that such dealing shall not in any manner fasten or create any financial or legal liabilities upon the owners nor there shall be any clause inconsistent with or against the terms mentioned in this agreement.

7) That the owner shall execute the Deed of Conveyance in favour of the Developer or its nominee/nominees in respect of the such parts of the new building as shall be required by the Developer.

**COMMON FACILITIES**

i) The Owner shall pay and bear all property taxes and other dues and outgoings in respect of the said building acquiring due up to the date of execution of this agreement. If there are any dues of property taxes or any other taxes regarding





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the "said property" before the date of agreement the same would be borne by the owner.

- ii) As soon as the new building is completed within the time hereinabove mentioned, the Developer shall give written notice to the owner for their allocation in the building and there being no dispute regarding the completion of the building in terms of this agreement and according to the specification and plan and after 30 (thirty) days from the date of service of such notice and at all times thereafter the owners shall be exclusively responsible for payment of all municipal and property taxes, rates, duties and other public outgoings and imposition whatsoever (hereinafter for the sake of brevity referred to as the said rates) payable in respect of the owner's allocation/owner's share **SUBJECT TO** the deliver of the physical possession of Owners' Allocation **FURTHER SUBJECT TO** refund the adjustable advance to the Developer, the said rates to be apportioned if they are levied on the building as a whole.
- iii) From the date of handing over the possession of the owner's allocation the owner shall pay the developer or to the owner



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association as the case may be the service charges for the common facilities in the new building.

- iv) Any transfer of any part of the Owner's allocation in the new building shall be subject to the provisions hereof and the transferee shall be responsible in respect of the space transferred for payment of the said rates and service charges for common facilities.
- v) The owner shall not do any act, deed or thing whereby the Developer shall be prevented for construction or completion of the said building.

**COMMON RESTRICTION**

- 1) The Owner allocation in the new building shall be subject to the same restrictions on transfer and use as are applicable to the Developer's allocation in the new building intended for common benefits of all occupiers of the new building which shall include the followings :-
  - a) The Owner shall not use or permit to be used of the Owner's allocation in the new building or any portion thereof for carrying on any, obnoxious illegal and



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immoral trade or activity nor use thereof for any purpose which may cause any nuisance hazard to the Owner/ Occupiers of the new building. The Developer and his nominee/ nominees shall also not use or permit to be used of the Developer's allocation in the new building or any portion thereof for carrying or any obnoxious, illegal and immoral or activity nor use thereof for any purpose which may cause any nuisance annoyance or hazards to the Owner of the new building.

- b) Both the parties shall abide by the laws, bye-laws, rules and regulation of the Government, local bodies and associations when formed in future as the case may be without evading the right of the Owners.
- c) The respective allottee shall keep their respective allocation in the building in good working conditions and repairs.
- d) Neither party shall throw accumulate any dirt rubbish waste or refuse or permit the same to be thrown or accumulated in or around the new building or in the



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compound corridors and in any other portions of the new building.

**OWNER'S OBLIGATION**

- 1) The Owner hereby agrees and covenant with the Developer not to cause any interference of hindrance in the construction of the building at the '*said property*' by the Developer.
- 2) The Owner hereby agrees and covenant with the Developer not to do any act or deed or thing thereby the Developer may be prevented from selling, assigning and/or disposing of any portion or portions of the Developer's allocated portion in the building or of the '*said property*' and save and except the owner's allocation.
- 3) The Owner hereby agree and covenant with the Developer not to let out grant, lease, mortgage and/or change the allocated portion of the Developer but shall have all right to let out grant, lease, mortgage and/or change, their allocated portion to any person or persons, company/companies. In the event of taking over adjacent land of the said property by the developer



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the developer will discuss with the owner for future settlement in the interest of both the parties, owner and developer.

- 4) The Owner/Landlord hereby agreed and covenant with the Developer herein to take Financial Assistance from any Nationalize Bank at the risk and liability of the Developer by creating charge of the Owner Title Deed and other relevant documents with the Bank or any Financial Intuition/ Authorities.

#### **DEVELOPER'S OBLIGATION**

The Developer hereby agrees and covenant with the owner:-

- a) The Developer shall not be entitled to transfer alienate or assign this agreement to any other person/persons for completion of the building.
- b) The Developer shall at its own cost demolish the existing structure after vacating possession of the land occupied in the *Schedule-'A'* property form the owner and to sell out the salvages and debris and to receive all sale proceed thereof.





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- c) Not to violate or contravene any of the provisions laws or rules application for construction of the building and in case of any violation of law, rules or any provisions of any Authority and Government, the Developer is liable and responsible to compensate the damages and/or penalty as levied by local authority or governed body and for which the Owner shall not be liable or responsible in any manner whatsoever.
- d) The Developer shall install electric meter in the name of owner at the cost of the Developer.
- e) The Developer shall not construct or install any Mobile or Telephone tower on the common roof of the building.
- f) The Developer shall provide a copy of the sanction plan to owner within 7 days from the date of sanction of the same from the Kolkata Municipal Corporation.
- g) The Developer shall arrange alternative space or room to the owner during the period of construction till the completion of proposed building.



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**OWNER'S INDEMNITY**

The owner hereby undertake that the Developer shall be entitled to the said constructions and shall enjoy their allocated portion without any interference and/or disturbance, provided the Developer performs and fulfills all and singular as the terms and conditions herein contained and/or its part to be observed and performed.

**DEVELOPERS INDEMNIFY**

- 1) The Developer hereby undertake to keep the owner indemnified against all third party claims and actions arising out of any sort of act or commission or omission of the developer in or in relation to the construction of the said new building strictly in terms of the plan to be sanctioned by the Kolkata Municipal Corporation on that behalf.
  
- 2) The Developer hereby undertakes to keep the owner indemnified against all action costs proceedings and claim that may arise out of the developer's allocation with regard to the development of the '*said property*' and/or in the



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matter of construction of the building and/or any defect therein.

- 3) On execution of this agreement all responsibilities legal and lawful matters, local matters shall lie with the developer.

**MISCELLANEOUS**

- 1) The Owner and the Developer have entered into the agreement purely as a contract and nothing contained herein shall be deemed to construe as partnership between the developer and the owner. The parties hereto can proceed with this agreement.
- 2) Nothing in these presents shall be construed as a demise or assignment or conveyance in land by the owners of the '*said property*' or any part thereof to the developer or as creating any title and interest in respect thereof in the developer other than an exclusive right to exploit the same in terms thereof provided however the developer shall be entitled to borrow money from any bank or banks against the Developer's allocation only without creating any



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financial liability upon the owner by effecting the *Schedule-A* property and the owner shall not be encumbered and/or be liable for payment of any loan or dues of such bank or banks and for that purpose the developer shall keep the owner's indemnified against all actions suits proceedings and cost charges and expenses in respect thereof.

- 3) That the Developer shall be the custodian of all Xerox copies of Title Deeds, any previous Xerox copy of building Plans, Mutation Certificate of the Owner, Municipal Receipts or any relevant papers till the completion of the Project and thereafter the Developer is liable to submit or parted with all aforesaid documents (as per accountable receipts for the same) to the Owner's Associations.

#### FORCE MAJURE

- 1) That the parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations was prevented by any force majeure and this contract shall remain after utilizing the available



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- 2) Force majeure shall mean flood, earth quake, riot, war, storm, tempest, civil common, strikes, lock-out and/or any other act or commission beyond the control of the parties hereto.

**JOINT OBLIGATION**

- 1) The Developer shall develop and construct a multi-storied building on the said land as per Corporation present rules in vogue and shall have right to amalgamate adjacent plot of lands known as Premises No. 12, 12A and 14A Bhupen Roy Road, Kolkata- 700034 with the help and co-operation of the owner herein to make it one premises.
- 2) The owner will deposit with the developer all the original title deeds of the land and other relevant papers on execution of the agreement for developers' record and reference. The said original title deed/deeds shall ultimately be returned by the developer to the Owners Association for their preservation.

**SCHEDULE-'A' ABOVE REFERRED TO:**

**ALL THAT** piece or parcel of one Shop Room on the Ground Floor measuring an area of 115 Sq. Ft. together with proportionate share of impartible land and land underneath of the said building lying and situated at Mouza- Behala of Pargana- Balia, under District





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Collectoratei Touz No. 346, R.S. No. 83, J.L. No. 2, appertaining to R.S. Khatian No. 705, in R.S. Dag No. 7232/7460, R.S. Dag No. 9976 and 9975, lying and situated at Premises No. 13, Bhupen Roy Road, (mailing address 11, Bhupen Roy Road), Post Office- Behala, Police Station- Behala, Kolkata- 700034, now within limits of the Kolkata Municipal Corporation, under Ward No. 120, in the District of South 24-Parganas, together with all right, title and interest and right of easement thereto and the said property is butted and bounded in the manner as follows :-

- On the NORTH* : House of Nilmony Roy;  
*On the SOUTH* : Bhupen Roy Road;  
*On the EAST* : House of Dipendranath Mukhopadhyay;  
*On the WEST* : Owner's Passage;

**SCHEDULE-'B' ABOVE REFERRED TO:**

*(Description of the Owner's Allocation)*

**ALL THAT** piece or parcel of one shop room measuring 115 Square Feet of carpet area, with 8' ft. front space thereon and one small flat measuring 250 sq. ft. carpet area, consisting of 2 (two) Bed room, 1 (one) Kitchen, 1 (one) W.C., on the Ground floor at the back portion



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of the Newly constructed building on obtaining the Building Sanction Plan from the Kolkata Municipal Corporation.

The Developer shall pay to the Owner a sum of Rs. 2,000/- (Rupees Two thousand) only as refundable advance at the time of execution and registration of the Development Agreement

**SCHEDULE 'C' ABOVE REFERRED TO:**  
*(Description of the Developer's Allocation)*

**ALL THAT** piece or parcel of entire remaining total constructed area/space/flats/ garages in the said newly constructed building out of total F.A.R. of the Building Sanctioned Plan of the new building, including the common facilities absolutely belonged to the Developer and together with the absolute right on the part of the Developer and prospective buyer/buyers and intending transferee/transferees, lessee or in any way deal with the same. The owner shall have no responsibility towards the amount received by the developer in its own account for sale of Developer's Allocation.

**SCHEDULE 'D' ABOVE REFERRED TO:**  
*(Specification of the Building)*

- a) R.C.C. Frame work.



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- b) Flooring : All bedroom, drawing, dining, kitchen and toilet will be laid with net cement flooring.
- c) Stairs, Stairs Landings and Lift in all floors.
- d) Interior finishing of wall and ceiling : Plaster of paris with 2 coat of primer.
- e) (i) Exterior finish of plastering Walls chajjas etc. : Decorative cement paint will be applied. (ii) Roof top treatment : Proper treatment one more casting for non soaking of wall.
- f) Door : Sall wood door frame with factory made flush door.
- g) Window : Steel windows.
- h) Toilet :
- i. Two Nos. European type WC with polythene cistern.
  - ii. Shower in both the toilets.
  - iii. Steel Tap - Essco make.
  - iv. One toilet will be provided with geyser point.
  - v. Wash basin in one toilet- Hindware make.
  - vi. Wall tiles up to 6 ft in both the toilets.



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i) Kitchen :

- i. Cooking platform green marble.
- ii. Small steel sink.
- iii. One steel tap.
- iv. Tiles upto 3 ft on cooking platform.

j) Staircase :

Flooring cast in situ mosaic floor.

k) Water supply :

Electrical pump with motor will be installed at ground floor to delivery water to overhead tank from ground reservoir tank connected municipal water supply.

l) Electrical installation :

- i. Separate wiring of each flat for meter.
- ii. Two light point one fan point and a plug point in drawing and dining space and bed rooms.
- iii. One fan point and one light point and one plug point in kitchen and one exhaust fan point.
- iv. One light point and one plug point in toilet.
- v. One light point in balcony.



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IN WITNESSES WHEREOF the PARTIES hereunto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

By the Parties at Kolkata

In the presence of :

WITNESSES :

1) *Asim Mukhopadhyay*  
Advocate  
Alipore Judges Court  
Kol-27

2) *Deblina Saha, An* *Parimalkaya?*  
*Alipore Judges Court* -----  
KOL - 27 Signature Of The OWNER/LANDLORD

SANYAL CONSTRUCTION PVT. LTD. SANYAL CONSTRUCTION PVT. LTD.  
*Ripra Bhawan Patra* *Sudipta*  
Director. Director.  
-----  
Signature Of The DEVELOPER

Drafted by me & prepared in my office :

SANYAL CONSTRUCTION PVT. LTD.  
*Sudipta Patra*  
Director.

*Asim Mukhopadhyay*  
Advocate  
Alipore Judges' Court, *FA 203/2004*  
Kolkata-700 027

Computer Print by me :

*[Signature]*  
Alipore Judges' Court, Kol-27





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**MEMO OF CASH CONSIDERATION**

**RECEIVED** a sum of Rs. 2,000/- (Rupees Two thousand) only from the within named Developer, by the above named Owner/Shop Owner, in the following manner :

-----  
Rs. 2,000/-  
=====

(Rupees Two thousand) only

**WITNESSES:-**

1) *Asim Mukherjee,*  
*Advocate*  
*Alipore Judges*  
*Court 41/6/27*

*Parimalkaya?*

-----  
Signature Of The **OWNER/SHOP**  
**OWNER**

2) *Deblina Saha, Adv*  
*Alipore Judges Court,*  
*Kol - 27.*



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	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name PARIMAL KOYAL

Signature Parimalkoyal



	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name BIPRA BHANU PATHAK

Signature Bipra Bhanu Pathak



	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name SUDIPTA PATHAK

Signature Sudipta Pathak



	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name SHILAB SANJAL

Signature Shilab Sanjal