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 District Sub-Registrar-II  
 Alipore, South 24 Parganas

DEVELOPMENT AGREEMENT 1 6 AUG 2019

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as "AGREEMENT") is made at Kolkata and executed on this 16<sup>th</sup> day of August, 2019, by and amongst:

- (A) SRI RANJAN DUTTA (Pan No. - BTPPD7350B), s/o Late HARIPADA DUTTA aged about 57 years, by Occupation - Business, (B) MISS PAYEL DUTTA (Pan No. - CCDPD5661B), d/o LATE ANJAN DUTTA aged about 35 years, by Occupation - Student, (C) SRI AMLAN DUTTA (Pan No. - CCFPD9193L), s/o LATE ANJAN DUTTA aged about 30 years, by Occupation - Business, all by

Nationality – Indian, all by Religion – Hindu and all permanently residing at 82 Judge Bagan, P.O. – Haridevpur, P.S. – previously Behala then Thakurpukur and now Haridevpur, Ward No. 115, District – South 24 Parganas, Kolkata – 700082 (hereinafter collectively referred to as the "LANDOWNERS"), which expression shall unless excluded by or repugnant to the subject or context thereof be deemed to mean and include their respective heirs, successors, executors, administrators, trustees, legal representatives and permitted assigns, of the ONE PART.

AND

2. M/S. DISHA CONSTRUCTION, a sole proprietorship firm, having its office at 335, Mahatma Gandhi Road, Kolkata – 700082, duly represented by its Sole Proprietor SRI SATYABRATA DAS (PAN No. –AQRPD1413D), s/o Late Promod Kishore Das, by nationality – Indian, by faith – Hindu, by occupation – Business, aged about 49 years, residing at 433, Ustad Amir Khan Sarani, Kolkata – 700082, P.O. – Haridevpur, P.S. – previously Behala then Thakurpukur and now Haridevpur, Ward No. – 122 District – South 24 Parganas, (hereinafter referred to as "DEVELOPER") which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include the said proprietor and his respective heirs, executors, administrators, representatives and assigns of the OTHER PART.

Each of the parties mentioned above, are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. After the partition of India, a large number of residents of former East Pakistan (now Bangladesh) crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control.

- B. The Government of West Bengal (hereinafter referred to as "Government") offered all reasonable facilities to such people (hereinafter referred to as "Refugees") for residence in the State of West Bengal;
- C. A considerable number of such people were compelled by circumstances to use vacant lands in the Urban areas for homestead purposes;
- D. One Smt. Sandhya Dutta, w/o Sri. Haripada Dutta, being the refugee displaced from East Pakistan now Bangladesh came to the State of West Bengal and occupied ALL THAT piece and parcel of land admeasuring more or less about 04 (Four) Kathas 02 (Two) Chattaks comprised in E/P NO. 82, R.S. - Plot No. 1574(P), lying and situated at Mouza - Haridevpur, J.L. No. - 25, District - South 24 Parganas, P.S. - previously Behala then Thakurpukur and now Haridevpur, for their household purpose and started residing on the aforesaid plot of land with her family members.
- E. Smt. Sandhya Dutta, being the refugee displaced from East Pakistan now Bangladesh approached the Government of West Bengal for the above-mentioned land for her rehabilitation. The Government of West Bengal with the intent to rehabilitate the Refugees from East Pakistan (now Bangladesh) acquired land in Plot E/P NO. 82, R.S. - Plot No. 1574(P), lying and situated at Mouza - Haridevpur, J.L. No. - 25, District - South 24 Parganas, P.S. - previously Behala then Thakurpukur and now Haridevpur, in the urban area of Calcutta Municipal Corporation under the provisions of L.D.P. Act, 1948/L.A. Act I of 1894 including the plot now in occupation of Smt. Sandhya Dutta;
- F. It has been decided by the Government of West Bengal to make a gift of the said plot of Land in favour of the said Smt. Sandhya Dutta, w/o Sri. Haripada Dutta, so as to confer the absolute right, title and interest in the said Land where she had been residing peacefully for a long time which is more fully and particularly described in the FIRST SCHEDULE hereunder written;

G. Subsequently, the Government of the State of West Bengal as the DONOR therein conferred the absolute right, title and interest in favour of the said Smt. Sandhya Dutta, w/o Sri. Haripada Dutta as DONEE by virtue of One REGISTERED DEED OF GIFT dated 4<sup>th</sup> October, 1991, for ALL THAT piece and parcel of land admeasuring more or less about 04 (Four) Kathas 02 (Two) Chattaks comprised in E/P NO. 82, R.S. - Plot No. 1574(P), lying and situated at Mouza - Haridevpur, J.L. No. - 25, District - South 24 Parganas, P.S. - previously Behala then Thakurpukur and now Haridevpur, which is more fully and particularly described in FIRST SCHEDULE hereunder written and was duly registered in the OFFICE OF ADDITIONAL DISTRICT SUB REGISTRAR, ALIPORE and the same was recorded in Book No. 1, Volume No. 16, Pages 257 to 260, Being No. 1940 for the year 1991, containing one restraint condition that the said DONEE will have no right to transfer the same above-mentioned Land in any way whatsoever it may be for a period of 10 (ten) years from the date of execution of the said REGISTERED DEED OF GIFT without prior written consent from the said Government of the State of West Bengal.

H. The said Smt. Sandhya Dutta, w/o Sri. Haripada Dutta became the absolute Owner of the aforesaid Land and thereafter mutated the same Land in her name in the records of Kolkata Municipal Corporation and the Kolkata Municipal Corporation has numbered it as PREMISES No. 269, Naskar Para Road, and mailing address No. 82, Judge Bagan, Kolkata- 700 082, having Assessee No. - 411150902695, Ward No. - 115, Borough No. - XIII, and accordingly paid taxes regularly therein.

I. Now that the said SANDHYA DUTTA, died intestate on 30/06/2015, at M R. BANGUR HOSPITAL, Kolkata - 700033, so the present legal heirs of Late Sandhya Dutta namely (i) SRI RANJAN DUTTA, (ii) SRI AMLAN DUTTA, (iii) MISS PAYEL DUTTA, became the current/present LANDOWNERS of this Land. It is also pertinent to mention here that another son of Late Sandhya Dutta i.e. Anjan Dutta died on

04/01/2019 at S.S.K.M hospital, Kolkata. Even the mother of Sri. Amlan Dutta and Miss Payel Dutta, namely, Rina Dutta also died on 08/05/2009. So only the present legal heirs of Late Sandhya Dutta are the present LANDOWNERS;

- J. The said Land is free from all encumbrances, charges, liens, lis-pendences mortgage and have no acquisition or requisition and/or any civil, criminal proceeding is/are not pending before any Learned Court under its jurisdiction.
- K. The LANDOWNERS invited offers from prospective developers who are financially sound to undertake construction of the BUILDING at his/their/its own costs and to grant the LANDOWNERS a portion of the constructed area in the said BUILDING according to LANDOWNERS' choice with the liberty and authority for the DEVELOPER to dispose of or otherwise deal with the remaining portion of the constructed area according to his/their/its discretion;
- L. After due search, the LANDOWNERS found the DEVELOPER and approached the DEVELOPER to construct a Straight III Storied Building as per the BUILDING PLAN which is yet to be prepared and sanctioned from the competent authority by the DEVELOPER.

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

1. DEFINITION: Unless there is anything repugnant to the Subject or Context.
  - A. LANDOWNERS shall mean (A) SRI RANJAN DUTTA (Pan No. -BTTPD7350B), s/o Late HARIPADA DUTTA aged about 57 years, by Occupation – Business, (B) MISS PAYEL DUTTA (Pan No. – CCDPD5661B), d/o LATE ANJAN DUTTA aged about 35 years, by Occupation – Student, (C) SRI AMLAN DUTTA (Pan No. – CCFPD9193L), s/o LATE ANJAN DUTTA, aged about 30 years, by Occupation – Business. all by Nationality – Indian, all by Religion – Hindu, all permanently residing at 82, Judge

Bagan , P.O. – Haridevpur, P.S. – Previously Behala then Thakurpukur and now Haridevpur, Ward No. 115, District – South 24 Parganas, Kolkata – 700082. (hereinafter collectively referred to as the "LANDOWNERS"), which expression shall unless excluded by or repugnant to the subject or context thereof be deemed to mean and include their respective heirs, successors, executors, administrators, trustees, legal representatives and permitted assigns,

- B. DEVELOPER shall mean M/S. DISHA CONSTRUCTION, a sole proprietorship firm, having its office at 335, Mahatma Gandhi Road, Kolkata – 700082, duly represented by its sole Proprietor SRI. SATYABRATA DAS (PAN No. – AQRPD1413D), s/o Late Promod Kishore Das, by nationality – Indian, by faith – Hindu, by occupation – Business, aged about 46 years, residing at 433, Ustad Amir Khan Sarani, Kolkata – 700082, P.O. – Haridevpur, P.S. – Previously Behala then Thakurpukur and now Haridevpur, Ward No. – 122, District –South 24 Parganas, which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include the said proprietor and his respective heirs, executors, administrators, representatives and assigns.
- C. TITLE DEED shall mean all the documents referred to hereinabove in Clauses of the recital.
- D. SAID PREMISES shall mean ALL THAT piece and parcel of Bastu Land admeasuring about 04 (Four) Kathas 02 (Two) Chattaks, be the same a little more or less ALONG WITH the dilapidated 650 (Six Hundred and Fifty) square feet Tin shed pucca structure comprised in E/P NO. 82, R.S. - Plot No. 1574(P), lying and situated at Mouza - Haridevpur, J.L. No. - 25, District – South 24 Parganas, P.S. – Previously Behala then Thakurpukur and now Haridevpur, P.O. – Haridevpur, within the jurisdiction of Additional District Sub Registrar's Office, Behala, and District Sub Registrar's Office, Alipore, West Bengal, along with all easement rights and being Kolkata Municipal

Premises No. 269, Naskar Para Road, and mailing address No 82, Judge Bagan Kolkata - 700 082, having Assessee No - 411150902695, Ward No - 115, Borough No. - XIII, TOGETHER WITH all the fittings and fixtures thereto having right to common service areas and facilities, (which is more fully and particularly mentioned and described in the "FIRST SCHEDULE" hereunder written).

- E. BUILDING shall mean the new STRAIGHT III STORIED BUILDING to be constructed on the SAID PREMISES (described in the "FIRST SCHEDULE" hereunder written) in accordance with the sanctioned BUILDING PLAN which is yet to be sanctioned by the Kolkata Municipal Corporation.
- F. BUILDING PLAN shall mean SANCTIONED BUILDING PLAN which is yet to be prepared by the ARCHITECT appointed by the DEVELOPER for construction of the new STRAIGHT III STORIED BUILDING and as sanctioned by the Kolkata Municipal Corporation.
- G. COMMON FACILITIES AND AMENITIES shall include corridors, stair-ways, passageways, underground water reservoir, overhead water tank, water pump, all rain water pipes, sewerage, fittings and fixtures, manholes, pit, terrace, K.M.C. filtered water and pipe lines, boundary wall, electric supplies to the common areas and facilities, electric fixtures in the common areas, main switch, electric meter, interior walls and other facilities which may be mutually agreed upon between the Parties and required for the establishment, location, enjoyment, provisions and maintenance and/or management of the BUILDING. The common areas are impartible
- H. ARCHITECT shall mean such person(s) duly nominated and appointed by the DEVELOPER for designing and planning of the BUILDING and also supervising the work of ongoing construction on the SAID PREMISES till the completion of the said BUILDING.

I. LANDOWNERS ALLOCATION shall mean as follows

a. SRI RANJAN DUTTA and AMLAN DUTTA shall get

- i. A permanent residential flat admeasuring more or less 650 (Six Hundred and Fifty) square feet covered area on the Second Floor as per sanction plan situated on the South East side of the same floor of the proposed STRAIGHT III STORIED BUILDING on the SAID PREMISES, within the limits of the Kolkata Municipal Corporation, Municipal Ward No. - 115 Premises No 269 Naskar Para Road, and mailing address No 82, Judge Bagan P O Haridevpur ,P.S. – previously Behala then Thakurpukur now Haridevpur Kolkata- 700 082, having Assessee No – 411150902695, Borough No – XIII consisting of 2 (two) Bed Rooms, 1 (one) Kitchen, 1 (one) dinning cum living 1 (one) toilet, 1 (one) W.C and 1 (one) verandah (which is more-fully and particularly mentioned in the "SECOND SCHEDULE" hereinafter written) being allotted to the said LANDOWNERS as part of LANDOWNERS' ALLOCATION in accordance with the terms and conditions of these presents including proportionate share in the common facilities and amenities on *pro rata* basis (which is more fully and particularly described in the "FOURTH SCHEDULE hereinafter written) AND ALSO the proportionate share of LAND lying underneath the STRAIGHT III STORIED BUILDING to be constructed
- ii. SRI RANJAN DUTTA shall also receive a forfeit money amounting to Rs 10,00,000/- (Rupees Ten Lacs only) out of which SRI RANJAN DUTTA shall receive Rs, 1,00,000/- (Rupees One Lac only) at the time of the registration of the DEVELOPMENT AGREEMENT and the rest amount of Rs 9 00 000 (Rupees Nine Lacs only) shall be receivable by him only at the time of possession of the Flat.



iii. SRI AMLAN DUTTA shall also receive a forfeit money amounting to Rs 7,00,000/- (Rupees Seven Lacs only) out of which SRI AMLAN DUTTA shall receive Rs. 2,00,000/- (Rupees Two Lacs only) at the time of registration of the DEVELOPMENT AGREEMENT and the rest amount of Rs. 5,00,000/- (Rupees Five Lacs only) shall be receivable by him only at the time of possession of the FLAT.

b. MISS PAYEL DUTTA shall get:

- i. A permanent residential flat admeasuring more or less 400 (Four Hundred) square feet covered area on the Second Floor as per sanction plan situated on the South West side of the same floor of the proposed STRAIGHT III STORIED BUILDING on the SAID PREMISES, within the limits of the Kolkata Municipal Corporation, Municipal Ward No. - 115, Premises No. 269, Naskar Para Road, and mailing address No. 82, Judge Bagan, P.O. – Haridevpur ,P.S. – previously Behala then Thakurpukur now Haridevpur, Kolkata - 700 082, having Assessee No. – 411150902695, Borough No. – XIII, consisting of 1 (one) Bed Room, 1 (one) dining cum open Kitchen, 1 (one) toilet, 1 (one) W.C and 1 (one) verandah (which is more-fully mentioned in the "SECOND SCHEDULE" herein after written) being allotted to the said LANDOWNER as part of LANDOWNERS' ALLOCATION in accordance with the terms and conditions of these presents including proportionate share in the common facilities and amenities on *pro rata* basis (more fully and particularly described in the "FOURTH SCHEDULE" hereinafter written) AND ALSO the proportionate share of LAND lying underneath the STRAIGHT III STORIED BUILDING to be constructed;
- ii. MISS PAYEL DUTTA shall also receive a forfeit money amounting to Rs 7,00,000/- (Rupees Seven Lacs only) out of which MISS PAYEL DUTTA shall

receive Rs, 2,00,000/- (Rupees Two Lacs only) at the time of registration of the DEVELOPMENT AGREEMENT and the rest amount of Rs. 5,00,000/- (Rupees Five Lacs only) shall be receivable by her only at the time of possession of the Flat.

- c. The LANDOWNERS shall receive shifting charges amounting to Rs. 6,500/- (Rupees Six Thousand and Five hundred only) till the time of possession
- J. DEVELOPER'S ALLOCATION shall mean the rest of the constructed area of the proposed STRAIGHT III STORIED BUILDING on the SAID PREMISES after providing the LANDOWNERS' ALLOCATION to the LANDOWNERS and it shall exclusively be the part and parcel of the DEVELOPER'S ALLOCATION (which is more fully and particularly described in the "THIRD SCHEDULE" hereinafter written) including proportionate share in the common facilities and amenities on *pro rata* basis (which is more fully and particularly described in the "FOURTH SCHEDULE" hereinafter written) AND ALSO the proportionate share of Land lying underneath the proposed STRAIGHT III STORIED BUILDING.
- K. SALEABLE SPACE shall mean the remaining constructed area in the BUILDING on the SAID PREMISES (more fully and particularly described in the Schedule "THIRD SCHEDULE" hereinafter written) except LANDOWNERS' ALLOCATION (which is more fully and particularly described in the "SECOND SCHEDULE" hereinafter written) including proportionate share in the common facilities and amenities on *pro rata* basis AND ALSO the proportionate share of Land lying underneath the BUILDING to be constructed available for independent use and occupation after making due provisions for common facilities and the space required there for.
- L. TRANSFER with its grammatical variations shall include transfer of possession under an Agreement or Part performance of a Contract and by any other means adopted and also as defined u/s. 2 (47) (i) to (vi), 269 UA(a), f (i) & (ii) of the Income Tax Act, 1961

although the same may not amount to a transfer within the meaning of the Transfer of Property Act, 1882.

- M. TRANSFEREE shall mean a person, firm, limited company, Association of persons or body of individuals to whom any share of the undivided land lying underneath the BUILDING to be built shall be transferred along with the finished flat in the BUILDING
- N. WORDS imparting singular shall include plural and neuter gender and *vice versa*
2. THIS DEVELOPMENT AGREEMENT shall be deemed to have commenced on and with effect from ...<sup>16<sup>th</sup></sup> day of August, 2019, i.e. the day of signing this AGREEMENT.
3. THE LANDOWNERS DECLARE AND COVENANT AS FOLLOWS:
- a. That the LANDOWNERS are absolutely seized and possessed of and/or well and sufficiently entitled to ALL THAT the SAID PREMISES.
  - b. The LANDOWNERS have a clear and marketable title of the SAID PREMISES free from all kinds of encumbrances, claims or third party rights whatsoever, such as prior sale, mortgage, gift, will, lease, litigation, license, tenancy, lis-pendens and disputes, stay orders, acquisition, charges, liens, lease, loan, surety, security, and such other encumbrances, and if proved otherwise, then the LANDOWNERS shall be liable and responsible to indemnify all the losses/damages thus suffered by the DEVELOPER.
  - c. That no tax or other liability is payable by the LANDOWNERS except the Land tax which is to be payable by the LANDOWNERS till the date of this AGREEMENT, which could affect or prejudice the right of the DEVELOPER to the SAID PREMISES. The LANDOWNERS agree to indemnify and keep the DEVELOPER indemnified for all or any loss, damage, cost or expense that the DEVELOPER may suffer because of any tax claim or demand in breach of this representation.

- d. That the LANDOWNERS assure and represents that there is no subsisting AGREEMENT FOR SALE in respect of the SAID PREMISES and the SAID PREMISES have not been disposed of or transferred to any other person(s) -firm limited company, association of persons or body of individuals or under any gift, will, exchange or any other arrangement etc.
- e. That the LANDOWNERS represent and warrants that the SAID PREMISES have not been mortgaged with any bank or financial institution and the SAID PREMISES are free from all encumbrances.
- f. That the LANDOWNERS represent that there is no tenancy created in the SAID PREMISES till the date of this AGREEMENT.
- g. That the LANDOWNERS represent to the DEVELOPER that there is no order of attachment by the Income Tax authorities or by any Revenue Authority or any other Authority or any notice of acquisition / requisition has been received in respect of the SAID PREMISES.
- h. That the LANDOWNERS undertake that excepting the LANDOWNERS nobody else has any right, title or interest, claim or demand whatsoever or howsoever in respect of the SAID PREMISES and the LANDOWNERS have full authority and power to sell, transfer and dispose of the SAID PREMISES in favour of the DEVELOPER
- i. The LANDOWNERS agree that there is no legal impediment or bar within the knowledge of the LANDOWNERS whereby the LANDOWNERS can be prevented from obtaining any permission and approvals to TRANSFER the SAID PREMISES in favour of the DEVELOPER.

- j. The LANDOWNERS shall sign all applications for the purpose of the mutation of the SAID PREMISES in its name in the records of the Kolkata Municipal Corporation and shall pay the up to date taxes till the date of this AGREEMENT.
- k. Till the Society or Association of all the Flat Owners including the LANDOWNERS are not formed, the DEVELOPER shall manage, administrate and supervise the common facilities, common areas and services and amenities attached thereto and the LANDOWNERS shall be bound to pay such maintenance / services charges proportionately to the DEVELOPER as per mutual arrangement by and between the Parties.
- l. The LANDOWNERS shall also be the member of the Society or Association when it is formed by and between the flat OWNER(s) and shall abide by such rules and regulations as framed by the said Society or Association
- m. Not to cause any interference or hindrance in the construction of the said BUILDING on the SAID PREMISES by the DEVELOPER except as agreed in this AGREEMENT.
- n. Not to do any act deed or thing whereby the DEVELOPER may be prevented from selling, assigning and/or disposing of any of the DEVELOPER'S ALLOCATED PORTION in the STAIGHT III STORIED BUILDING at the SAID PREMISES.
- o. Not to let out, grant, lease, mortgage and/or charge the SAID PREMISES or any portion thereof without the consent in writing of the DEVELOPER during the period of construction of the BUILDING in the SAID PREMISES.
- p. To remain bound to execute a Registered Development Power of Attorney empowering the DEVELOPER or DEVELOPER'S agent to execute all such Agreements for Sale or TRANSFER for and on behalf of the LANDOWNERS concerning DEVELOPER'S ALLOCATION of the BUILDING at the SAID PREMISES

4. THE DEVELOPER HEREBY AGREES AND COVENANTS WITH THE LANDOWNERS AS FOLLOWS:

- a. To complete the construction of the STRAIGHT III STORIED BUILDING within 24 (Twenty-Four) months from the date of sanctioning of the BUILDING PLAN. In any case, the construction of the STRAIGHT III STORIED BUILDING is not completed within the above-mentioned specified time due to any unavoidable circumstances and/or force majeure, then in that case the time of this AGREEMENT shall extend on mutual understanding. If the DEVELOPER due to financial deficiency and/or financial crunch is unable to abide by the provisions of law as mentioned in this AGREEMENT, then in that case the AGREEMENT stands cancelled and either the LANDOWNERS and/or the DEVELOPER shall be in the position to appoint new Developer/Promoter to complete the remaining construction and the DEVELOPER shall receive the full money together with the due interest accruing on it either from the new Promoter/Developer or the LANDOWNERS before the new Developer/Promoter handover the LANDOWNERS' ALLOCATION to the LANDOWNERS. It is also specifically clarified that the time for sanctioning the Building Plan shall be of a maximum of 12 (twelve) months to 18 (Eighteen) months.
- b. Not to TRANSFER and/or assign the benefits of this AGREEMENT or any portion thereof without the consent in writing from the LANDOWNERS.
- c. Not to violate or contravene any of the provisions or rules applicable to construction of the said STRAIGHT III STORIED BUILDING.
- d. Not to do any act, deed or thing whereby the LANDOWNERS is prevented from enjoying selling assigning and/or disposing of any of the LANDOWNERS ALLOCATION in the STRAIGHT III STORIED BUILDING at the SAID PREMISES. The DEVELOPER shall on completion of the construction of BUILDING in the SAID

PREMISES deliver possession to the LANDOWNERS as per the LANDOWNERS' ALLOCATION in the BUILDING together with occupancy certificate and also the completion certificate.

- e. Not to part with possession of the DEVELOPER'S ALLOCATION or any portion thereof unless possession of the LANDOWNERS' ALLOCATION is delivered to the LANDOWNERS in all respect together with all rights in common areas specified as common areas and parts and/or facilities in the BUILDING PROVIDED HOWEVER it will not prevent the DEVELOPER from entering into any Agreement for Sale or Transfer or to deal with the DEVELOPER'S ALLOCATION
- f. To keep the LANDOWNERS indemnified against all third-party claims and actions arising out of any sort of act of commission of the DEVELOPER in relation to the construction of the said BUILDING.
- g. To keep the LANDOWNERS indemnified against all actions, suits, costs, proceedings and claims that may arise out of the DEVELOPER'S actions with regard to the development of the SAID PREMISES and / or in the matter of construction of the said BUILDING and/or for any defect therein.
- h. Not to obtain any sort of loans and/or financial help by keeping the document of the SAID PREMISES as a mortgage for the said loan and/or financial help.
- i. If the DEVELOPER thinks fit that the sanctioned BUILDING PLAN is to be modified and/or altered, then in that case the LANDOWNERS should be intimated and/or informed in writing and the written consent of the LANDOWNERS must be taken.
- j. Any sort of cheque issued by the DEVELOPER to the LANDOWNERS shall not bounce in any circumstances and/or for whatsoever reasons it may be. If the cheque bounces, the DEVELOPER shall quickly take action to replace it otherwise the Agreement shall stand cancelled.

5. THE LANDOWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT AS:

- a. That the LANDOWNERS hereby grants exclusive right to the DEVELOPER to undertake new construction after demolishing the existing structure standing, if any on the SAID PREMISES in accordance with the sanctioned BUILDING PLAN by the Kolkata Municipal Corporation with or without any amendments and/or modifications thereof made or caused to be made by the DEVELOPER at its sole discretionary power.
- b. That all applications, BUILDING PLAN and other papers and documents as may be required 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 LANDOWNERS at the DEVELOPER'S own costs and expenses.
- c. That the LANDOWNERS shall grant to the DEVELOPER a Registered Development Power of Attorney as may be required for the purpose of obtaining sanction of BUILDING PLAN and all necessary permission and sanction from different authorities in connection with the construction of the BUILDING and also for pursuing and following up the matter with the Kolkata Municipal Corporation and other authorities and also entering in to Agreement for Sale or transfer or sale or to deal with the DEVELOPER'S ALLOCATION.
- d. That nothing herein contained shall be construed as a demise or assignment or conveyance or as creating any right, title or interest in respect of the SAID PREMISES in favour of the DEVELOPER other than an exclusive license or right to the DEVELOPER to do or refrain from doing the acts and things in terms hereof and to deal with the DEVELOPER'S ALLOCATION.



- e. That upon demolition of the existing STRAIGHT III STORIED BUILDING, if any, standing on the SAID PREMISES, the LANDOWNERS shall not be entitled to the BUILDING materials and debris which shall be the property of the DEVELOPER and for obtaining vacant possession of the SAID PREMISES from the OWNER;
- f. That upon completion of the new STRAIGHT III STORIED BUILDING, the DEVELOPER shall put the LANDOWNERS in possession of the LANDOWNERS' ALLOCATION TOGETHER WITH the proportionate share in the common facilities and amenities on *pro rata* basis AND ALSO the proportionate share of Land lying underneath the STRAIGHT III STORIED BUILDING.
- g. The LANDOWNERS and the DEVELOPER shall exclusively be entitled to their respective share of ALLOCATION in the BUILDING with exclusive right to TRANSFER or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the other and the LANDOWNERS shall not in any way interfere with or disturb the quiet and peaceful possession of the DEVELOPER'S ALLOCATION and so does the DEVELOPER.
- h. The DEVELOPER shall provide all the materials in relation to the construction of the BUILDING as per the standards and if any type of sub-standard materials are used by the DEVELOPER then the LANDOWNERS shall have every right to create objection in relation the use of sub-standard quality materials and the DEVELOPER shall be bound to listen to the LANDOWNERS and do accordingly.
- i. That in so far as necessary all dealings by the DEVELOPER in respect of the BUILDING including Agreements for Sale or Transfer concerning DEVELOPER'S ALLOCATION for which purpose the LANDOWNERS undertakes to give the DEVELOPER a REGISTERED DEVELOPMENT POWER OF ATTORNEY in a form

and manner required by the DEVELOPER, PROVIDED HOWEVER the same shall not create any financial liability upon the OWNER in any manner whatsoever.

- j. That the DEVELOPER shall at its own costs construct and complete the new BUILDING at the SAID PREMISES in accordance with the sanctioned BUILDING PLAN and conforming to such specifications (more fully and particularly described in the "SIXTH SCHEDULE" hereinafter written) and as may be recommended by the ARCHITECT from time to time appointed for the purpose and it is hereby clearly understood that the decision of the ARCHITECT regarding the quality of the materials shall be final and binding on the Parties hereto.
- k. That the DEVELOPER shall install in the said BUILDING at its own costs pump-operated deep tube well, water storage tanks, electric wiring and installations and other facilities as are required to be provided in the new BUILDING constructed for sale of flats herein on ownership basis and as mutually agreed.
- l. That the DEVELOPER shall be authorized in the name of the LANDOWNERS in so far as is necessary to apply for and obtain temporary and permanent connections of drainage, sewerage and/or other facilities if any required for the construction or enjoyment of the BUILDING.
- m. That the DEVELOPER shall at its own costs and expenses and without creating any financial or other liability on the LANDOWNERS construct and complete the said new BUILDING in accordance with the sanctioned BUILDING PLAN and any amendment thereto or modification thereof made or caused to be made by the DEVELOPER provided however no alteration or modification shall be made in the LANDOWNERS' ALLOCATION without the consent of the OWNER in writing.
- n. That till the date of completion of the new BUILDING, the municipal rates and taxes as also other outgoings in respect of the said BUILDING in the SAID PREMISES and till

such time as the possession of the said OWNER' ALLOCATION is made shall be borne and paid by the DEVELOPER and after taking possession of the said LANDOWNERS' ALLOCATION, the OWNER shall pay proportionate share of taxes for LANDOWNERS' ALLOCATED PORTION and the DEVELOPER and/or the intending purchasers of the DEVELOPER'S ALLOCATION shall be liable to pay municipal rates and taxes as also other outgoings after the date of delivery of possession on proportionate share basis.

6. IT IS FURTHER AGREED BY AND BETWEEN THE LANDOWNERS & DEVELOPER AS FOLLOWS:

- a. That as soon as the STRAIGHT III STORIED BUILDING is completed, the DEVELOPER shall give written notice to the LANDOWNERS requiring the LANDOWNERS to take possession of the LANDOWNERS' ALLOCATION in the BUILDING and after 30 days from the date of service of such notice and at all times thereafter the LANDOWNERS shall be exclusively responsible for payment of all Municipal and Property taxes rates duties and other public outgoings and impositions whatsoever, payable in respect of the LANDOWNERS' ALLOCATION. PROVIDED THAT the said rates to be apportioned *pro rata* with reference to the saleable space in the STRAIGHT III STORIED BUILDING if they are levied on the BUILDING as a whole.
- b. The DEVELOPER and LANDOWNERS shall have the exclusive right to allow the respective Flat Owners to use the said roof/terrace of the proposed straight III storied Building on the SAID PREMISES.
- c. If any extra Floor Area Ratio (F.A.R) comes out after sanction of the Building Plan from Kolkata Municipal Corporation for the SAID PREMISES then that extra Floor Area Ratio (F.A.R) shall belong to the DEVELOPER only and not the LANDOWNERS.

- d. That the LANDOWNERS and the DEVELOPER shall punctually and regularly pay for their respective Allocations, the said rates and taxes to the concerned authorities and keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default made by either of them.
- e. That any TRANSFER of any part of the LANDOWNERS' ALLOCATION in the new STRAIGHT III STORIED BUILDING shall be subject to the other provisions provided hereinafter.
- f. That the LANDOWNERS shall not do any act deed or thing whereby the DEVELOPER shall be prevented from construction and completion of the said STRAIGHT III STORIED BUILDING except as per the agreed provisions of this AGREEMENT;
- g. That neither Party shall use or permit to be used their respective ALLOCATION in the STRAIGHT III STORIED BUILDING or any portion thereof for carrying on any illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance annoyance or hazard to the other Purchasers/Occupiers of the apartments or the STRAIGHT III STORIED BUILDING.
- h. That neither Party shall make any structural alteration in their respective ALLOCATION without the previous consent of the other PROVIDED HOWEVER such alteration shall always be made with the approval of the appropriate authority as may be required for the purpose.
- i. That neither Party shall TRANSFER or permit TRANSFER of their respective allocations or any portion thereof unless:

- A. Such Party shall have observed and performed all terms and conditions on their respective part to be observed and/or performed.
- B. The proposed TRANSFEREE shall upon an express covenant remain bound by the terms and conditions of these presents and pay all and whatsoever shall be payable in relation to the area in its/her/his/their possession
- j. That both Parties shall abide by all statutory rules and regulations, by-laws etc as the case may be and shall be responsible for any deviation violation and/or breach of any of these said laws, byelaws, rules and regulations.
- k. That the respective allottees shall keep at all times the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc in each of their respective allocation in the BUILDING in perfect working condition and repair so as not to cause any damage to the BUILDING or any other space or accommodation therein and shall keep the either of them and/or the occupiers of the STRAIGHT III STORIED BUILDING indemnified from and against the consequences of any breach arising there from.
- l. That article of display or otherwise shall not be kept by the either Party in the corridors or other places of common use in the BUILDING so as to cause hindrance in any manner in the free movement of users in the corridors and other places of common use in the STRAIGHT III STORIED BUILDING.
- m. That neither Party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the STRAIGHT III STORIED BUILDING or in the compounds, corridors, roofs or any other portion or portions of the STRAIGHT III STORIED BUILDING

- n. That the OWNER shall permit the DEVELOPER and its servants and agents with or without workmen and others at all reasonable times to enter into and upon the OWNER'S ALLOCATION and every part thereof for the purpose of repairing maintaining rebuilding cleaning lighting and testing drains gas and water pipes and electric wires and for any similar purpose.

7. MUTUAL COVENANTS AND INDEMNITIES:

- a. The LANDOWNERS hereby undertake that the DEVELOPER shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the DEVELOPER performs and fulfils all the terms and conditions herein contained and/or on its part to be observed and performed.
- b. The LANDOWNERS and the DEVELOPER hereby declares that they have entered into this AGREEMENT purely as a contract and nothing contained herein shall be deemed to construed as a partnership between them or as a joint venture in any manner nor shall the parties hereto constitute an association of persons.
- c. Immediately upon obtaining vacant possession of the SAID PREMISES from the LANDOWNERS, the DEVELOPER shall be entitled to demolish the existing building and all salvage materials arising there from shall belong only to the DEVELOPER.
- d. The LANDOWNERS shall do or execute or cause to be done or execute all such further deeds, matters and things not herein specified as may be required to be done by the DEVELOPER and for which the DEVELOPER may need the authority of the LANDOWNERS, including any such additional Power of Attorney and/or authorization as may be required for the purpose PROVIDED that all such acts, deeds, matters and things shall not in any way infringe on the rights of the LANDOWNERS and/or go against the spirit of these presents.

- e. The LANDOWNERS shall not be liable for any Income-Tax, Wealth-Tax or any other taxes in respect of the DEVELOPER'S ALLOCATION which shall be the liability of the DEVELOPER who shall keep the LANDOWNERS indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof
- f. Any notice required to be given by either of the parties to either of them shall without prejudice to any other mode of service available be deemed to have been served if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due to the last known or recorded address of the party concerned
- g. The DEVELOPER and the LANDOWNERS shall mutually frame Scheme for the management and administration of the said STRAIGHT III STORIED BUILDING and/or common parts thereof and agree to abide by all the Rules and Regulations to be framed by any Society/Association and/or any other Organization who will be in charge of such management of the affairs of the BUILDING and/or common parts thereof.
- h. The DEVELOPER named shall have the exclusive right to keep the name of the BUILDING.
- i. Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the SAID PREMISES or any part thereof to the DEVELOPER by the LANDOWNERS or as creating any right title or interest in respect thereof in favour of the DEVELOPER other than an exclusive license in favour of the DEVELOPER to do the acts and things expressly provided herein as also in the REGISTERED DEVELOPMENT POWER OF ATTORNEY to be given for the purpose, PROVIDED HOWEVER the DEVELOPER be entitled to raise fund from any Bank or Banks without creating any financial liability on the LANDOWNERS or affecting their estate and interest in the SAID PREMISES and for that purpose the

DEVELOPER shall keep the LANDOWNERS indemnified against all actions suits proceedings and costs, charges and expenses in respect thereof.

- j. As and from the date of completion of the STRAIGHT III STORIED BUILDING, the DEVELOPER and/or its TRANSFEREES and the OWNER and/or its TRANSFEREES shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes payable in respect of their respective spaces.
- k. The LANDOWNERS shall deliver or cause to be delivered to the DEVELOPER all the Original Title Deeds if required by the DEVELOPER relating to the SAID PREMISES simultaneously with the execution of these presents.
- l. Both the LANDOWNERS and the DEVELOPER shall have the exclusive right, title and/or interest in respect of the roof of the proposed BUILDING after its construction, PROVIDED HOWEVER that the intending buyers of flats and other units of the proposed BUILDING and other occupants of such STRAIGHT III STORIED BUILDING shall have the right to visit the roof occasionally for the purpose of inspection of the overhead water tank as also for the purpose of installation of radio aerial, T.V. antenna etc. and for adjustment and readjustment of such aerial and antenna.

8. LIQUIDATED DAMAGES & PENALTY: ✓

- a. The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the *ForceMajeure* conditions i.e. flood earthquake riot war storm tempest civil commotion strike and/or any other act or commission beyond the control of the parties hereto.



- b. If due to any willful act on the part of the DEVELOPER the construction and completion of the BUILDING is delayed then in that event the DEVELOPER shall be liable to such loss or damages to the LANDOWNERS as shall be determined by the Arbitrators to be appointed by both the Parties in accordance with the Arbitration and Conciliation Act, 1996.
- c. In the event of the LANDOWNERS committing breach or any of the terms and conditions herein contained or delaying in delivery of possession of the SAID PREMISES as hereinbefore stated, the DEVELOPER shall be entitled to payments of and the OWNER shall be liable to pay such losses and compensation as shall be determined by the Arbitrators so appointed provided however if such delay shall continue for a period of 6 (six) months then in that event in addition to any other right, which the DEVELOPER may have against the LANDOWNERS, the DEVELOPER shall be entitled to sue the LANDOWNERS for specific performance of this AGREEMENT or to rescind this AGREEMENT and claim refund of all the money paid and/or incurred by the DEVELOPER and such losses and damages which the DEVELOPER may suffer.
- d. In the event, the DEVELOPER is prevented from proceeding with the construction work during the continuance of such construction or prevented from starting the construction by any act on the part of the LANDOWNERS' or LANDOWNERS 'agent, servants, representatives or any person claiming any right under the LANDOWNERS then and in that case the DEVELOPER shall have the right to claim refund of all sums paid by the DEVELOPER to the OWNER in the meantime together with interest at the rate of 10 % (ten percent) per annum and shall also be entitled to claim damages and losses which the DEVELOPER may suffer but the DEVELOPER'S right to sue for specific performance of contract shall remain unaffected.

- e. If the Existing Tenants create any type of problem whatsoever it may be, then the OWNER shall tackle it and the DEVELOPER shall not be responsible/liable in any way for any sort of compromise(s) with the Existing Tenants on any grounds.

9. ARBITRATION:

- a. Save and except what has been specifically stated hereunder all disputes and differences between the parties arising out of the meaning, construction or import of this AGREEMENT or their respective rights and liabilities as per this AGREEMENT shall be adjudicated by reference to the arbitration of two independent Arbitrators, one to be appointed by each Party, who shall jointly appoint an Umpire at the commencement of the reference and the Award of the Arbitrators or the Umpire as the case may be, shall be final and conclusive on the subject as between the Parties and this clause shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act, 1996 and its statutory modifications and/or re-enactments thereof in force from time to time.
- b. Notwithstanding the foregoing provisions, the right to sue for specific performance of this contract by One Party against the other as per the terms of this Agreement shall remain unaffected.

10. JURISDICTION:

All the Courts within the limits of Kolkata and the High Court at Calcutta shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

THE "FIRSTSCHEDULE" ABOVE REFERRED TO

(Description of SAID LAND/PREMISES)

ALL THAT piece and parcel of Bastu Land admeasuring about 04 (Four) Kathas 02 (Two) Chattaks, be the same or a little more or less ALONG WITH the dilapidated 650 (Six Hundred and Fifty) square feet tin shed pucca structure comprised in E/P NO. 82, R.S - Plot No. 1574(P), lying and situated at Mouza - Haridevpur, J.L. No. - 25, District - South 24 Parganas, P.S. - Previously Behala then Thakurpukur and now Haridevpur, P.O. - Haridevpur, within the jurisdiction of Additional District Sub Registrar's Office, Behala, and District Sub Registrar's Office, Alipore, West Bengal, along with all easement rights and being Kolkata Municipal Premises No. 269, Naskar Para Road, and mailing address No. 82, Judge Bagan, Kolkata- 700082, having Assessee No. - 411150902695, Ward No. - 115, Borough No. - XIII, TOGETHER WITH all the fittings and fixtures thereto having right to common service areas and facilities, which is butted and bounded in the following manner:

BUTTED AND BOUNDED BY:

On the NORTH: EP- 77,81;

On the SOUTH: EP-85,86;

On the EAST: EP 83, and 8 feet K.M.C Road;

On the WEST: 12 feet K.M.C. Road;

THE "SECOND SCHEDULE" ABOVE REFERRED TO

(LANDOWNERS' ALLOCATION)

A. SRI RANJAN DUTTA and AMLAN DUTTA shall get:

- i. A permanent residential flat admeasuring more or less 650 (Six Hundred and Fifty) square feet covered area on the Second Floor as per sanction plan situated on the South East side of the same floor of the proposed STRAIGHT

III STORIED BUILDING on the SAID PREMISES, within the limits of the Kolkata Municipal Corporation, Municipal Ward No. - 115. Premises No 269. Naskar Para Road, and mailing address No. 82, Judge Bagan, P.O. - Haridevpur ,P.S. - previously Behala then Thakurpukur now Haridevpur Kolkata- 700 082, having Assessee No. - 411150902695, Borough No. - XIII, consisting of 2 (two) Bed Rooms, 1 (one) Kitchen, 1 (one) dinning cum living, 1 (one) toilet, 1 (one) W.C and 1 (one) verandah being allotted to the said LANDOWNERS as part of LANDOWNERS' ALLOCATION in accordance with the terms and conditions of these presents including proportionate share in the common facilities and amenities on *pro rata* basis (which is more fully and particularly described in the "FOURTH SCHEDULE" hereinafter written) AND ALSO the proportionate share of LAND lying underneath the STRAIGHT III STORIED BUILDING to be constructed;

- ii. SRI RANJAN DUTTA shall also receive a forfeit money amounting to Rs. 10,00,000/- (Rupees Ten Lacs only) out of which SRI RANJAN DUTTA shall receive Rs. 1,00,000/- (Rupees One Lac only) at the time of the registration of the DEVELOPMENT AGREEMENT and the rest amount of Rs. 9,00,000/- (Rupees Nine Lacs only) shall be receivable by him only at the time of possession of the Flat.
- iii. SRI AMLAN DUTTA shall also receive a forfeit money amounting to Rs. 7,00,000/- (Rupees Seven Lacs only) out of which SRI AMLAN DUTTA shall receive Rs. 2,00,000/- (Rupees Two Lacs only) at the time of registration of the DEVELOPMENT AGREEMENT and the rest amount of Rs. 5,00,000/- (Rupees Five Lacs only) shall be receivable by him only at the time of possession of the FLAT.

B. MISS PAYEL DUTTA shall get:

- i. A permanent residential flat admeasuring more or less 400 (Four Hundred) square feet covered area on the Second Floor as per sanction plan situated on the South West side of the same floor of the proposed STRAIGHT III STORIED BUILDING on the SAID PREMISES, within the limits of the Kolkata Municipal Corporation, Municipal Ward No. - 115, Premises No. 269, Naskar Para Road, and mailing address No. 82, Judge Bagan, P.O. - Haridevpur ,P.S. - previously Behala then Thakurpukur now Haridevpur, Kolkata - 700 082, having Assessee No. - 411150902695, Borough No. - XIII, consisting of 1 (one) Bed Room, 1 (one) dining cum open Kitchen, 1 (one) toilet, 1 (one) W.C and 1 (one) verandah being allotted to the said LANDOWNER as part of LANDOWNERS' ALLOCATION in accordance with the terms and conditions of these presents including proportionate share in the common facilities and amenities on *pro rata* basis (more fully and particularly described in the "FOURTH SCHEDULE" hereinafter written) AND ALSO the proportionate share of LAND lying underneath the STRAIGHT III STORIED BUILDING to be constructed;
- ii. MISS PAYEL DUTTA shall also receive a forfeit money amounting to Rs. 7,00,000/- (Rupees Seven Lacs only) out of which MISS PAYEL DUTTA shall receive Rs. 2,00,000/- (Rupees Two Lacs only) at the time of registration of the DEVELOPMENT AGREEMENT and the rest amount of Rs. 5,00,000/- (Rupees Five Lacs only) shall be receivable by her only at the time of possession of the Flat.

C. The LANDOWNERS shall receive shifting charges amounting to Rs. 6,500/- (Rupees Six Thousand and Five hundred only) till the time of possession.

THE "THIRD SCHEDULE" ABOVE REFERRED TO

(DESCRIPTION OF DEVELOPER'S ALLOCATION)

The rest of the constructed area of the proposed STRAIGHT III STORIED BUILDING on the SAID PREMISES after providing the LANDOWNERS' ALLOCATION to the LANDOWNERS and it shall exclusively be the part and parcel of the DEVELOPER'S ALLOCATION including proportionate share in the common facilities and amenities on *pro rata* basis (more fully and particularly described in the "Fourth Schedule" hereinafter written) AND ALSO the proportionate share of Land lying underneath the proposed STRAIGHT III STORIED BUILDING

THE "FOURTH SCHEDULE" ABOVE REFERRED TO

COMMON FACILITIES AND/OR AREAS

1. Common Passage including main entrance leading to the flats and roof of the building.
2. Water pump, water tank, water supply pipes and water lines, Electric Service line, Electric main line, Staircase, Landings, Wiring, Electric meter for pump installed in the building and in the main meter room;
3. Meter room, Drainage & Sewerages;
4. Boundary walls and Main gate and other vacant/open spaces;
5. Such others common parts, areas, equipments, installations, fixtures, fittings and spares in or about the said building as necessary and such other things and materials likely to be commonly used by the Purchasers or used by her in common with the other occupants/owners of the Building.

THE "FIFTH SCHEDULE" ABOVE REFERRED TO

COMMON EXPENSES

1. The cost of cleaning and lighting of the passage, landings, stair-case and other portion of the building as enjoyed or used by the Purchasers as aforesaid in common areas and/or common facilities and/or amenities;
2. The cost of salaries of Darwans, if any, sweepers, pump men, electricians, care taker and others employees, if any, for maintenance of the Building.

SPECIFICATIONS

CIVIL SUPERSTRUCTURAL WORKS

- A. FOUNDATION WORK (as per sanctioned Plan and Engineer advise). Excavation, single layer brick flat soiling (joint filling with silver sand) P.C.C. (1:3:6) casting work with M20 for grade of concrete combined Footing and isolated footing, tie beam, filling, filling with available excavated earth.
- B. R.C.C. FRAME STRUCTURE (as per sanctioned Plan and Engineer advise) Shuttering reinforcement and casting with M20 grade concrete for slab including beam, stair case, Stair, head room, as per sanction plan.
- C. BRICK WORK (as per sanctioned Plan and Engineer advise): External brickwork 200mm. with cement mortar (1:6), internal brick work 125mm/75mm. with cement mortar, (1:4) (every 3<sup>rd</sup> layer reinforced with wire net for 125mm/75mm. brick work) 125mm. The brick parapet wall on roof terrace. (1 no. Bricks)
- D. INSIDE PLASTERING (as per Engineer advise): Inside wall with ceiling plaster with cement Mortar (1:6) for wall and (1:4) for ceiling single Layer. Thickness of plastering - 12mm.

- E. LINTEL & CHAJJA: Shuttering, reinforcement work and R.C. casting for internal loft lintan and chajja etc. (1) Iron rod used (ISI) brand Fee 500 steel), (2) Cement (Ambuja).
- F. DRIVEWAY: Soiling P.C.C. and A.S.F for driveway and open area.
- G. WODDEN WORK: Door Frame shall be made by Sal wood (4"x 2½") (2) 35 mm phenol bonded (water resistant) commercial flash door for all the door with the best quality hinges and screws (Toilet of Sintex make P.V.C)
- H. STAIRS & VARANDAH GRILL: Full covered verandah grill made by 5mmX 18 mm M.S Flat 3" High trace and staircase as per plan.
- I. WINDOW: All windows and verandahs to be covered by aluminum channel (Sliding Palla) with Grill for exhaust fan opening in bath and kitchen glass paneled stair window.
- J. FLOORING WORKS: All bed room living/dining, toilet and verandah covered with marble 2 X 2 (range of the marble Rs.50/- to 55/-), if the purchaser choice their marble extra charge,will be paid by the purchaser.
- K. DADO WORKS: Light colored glazed tails (up to 6 - 6' height) for Toilets (3'-0 height over for Kitchen), single layer Kitchen counter slab covered by black stone (only side) extra work will be extra charges. Still Sink (16" X 22").
- L. ELECTRIC WORK: (1) P.V.C. pipe line laying in time of slab casting. (2) Groove cutting on brick wall and laying the P.V.C conceal pipe with Modular Box fixing (3) I.S.I brand Wire and Havells (standard) brand Switch be used. (4) MCB box fitting of each flat. (5) Provision for telephone and cable line also done for all flats. 6) A.C Point will be provided only in one bedroom for each flat and any extra point for A.C shall be chargeable.



14. PLUMBING & SANITATION - 1. All B & C pipes and waste pipes will be 2" x 1/2" pipe of respective material. 2. Hot water radiator riser will be 1" x 1/2" and 1" x 1/2" pipe and on roof flush water riser top of B & C. 3. Ventpipes/Stacks will be galvanized/Aluminum. 4. Hot & Cold water systems will be done in every section. 5. Necessary stopcock, ballcock, pipe, shut valve in each and every section. 6. All F & G without their board and pipe will be done in each section. 7. B & C water supply laid in each apartment. 8. Underground Sewerage line will be 2" in G pipe. 9. Two hot water tanks B & C. (Type F & G) (2000 Liter).

15. PAINTING WORKS - 1. Inside wall and ceiling done with 1 mm grey. (Type) 2. Plaster to be done on the front side of the outer wall of the building. 3. Cement floor of best quality over a base coat of primer on steel surface.

## MEMO OF CONSIDERATION

1. RECEIVED a sum of Rs. 1,00,000/- (Rupees One Lac only) vide cheque dated 16/08/2019, and bearing no. 000034 drawn on Bandhan Bank, Branch – Haridevpur, by SRI RANJAN DUTTA, (Pan – BTPPD7350B), at the time of the registration of the DEVELOPMENT AGREEMENT out of the total forfeit money amounting to Rs 10,00,000/- (Rupees Ten Lacs only) and the rest amount of Rs. 9,00,000/- (Rupees Nine Lacs only) shall be receivable by him only at the time of possession of the Flat from M/S. DISHA CONSTRUCTION, a sole proprietorship firm, having its office at 335, Mahatma Gandhi Road, Kolkata – 700082, duly represented by its Sole Proprietor SRI. SATYABRATA DAS (PAN No. –AQRPD1413D), s/o Late Promod Kishore Das, by nationality – Indian, by faith – Hindu, by occupation – Business, aged about 49 years, residing at 433, Ustad Amir Khan Sarani, Kolkata – 700082, P.O. – Haridevpur, P.S. – previously Behala then Thakurpukur and now Haridevpur, Ward No. – 122, District –South 24 Parganas.
  
2. RECEIVED a sum of Rs. 2,00,000/- (Rupees Two Lacs only) vide cheque dated 16/08/2019, and bearing no. 000035 drawn on Bandhan Bank, Branch – Haridevpur, by SRI AMLAN DUTTA, (Pan – CCFPD9193L), at the time of the registration of the DEVELOPMENT AGREEMENT out of the total forfeit money amounting to Rs. 7,00,000/- (Rupees Seven Lacs only) and the rest amount of Rs. 5,00,000/- (Rupees Five Lacs only) shall be receivable by him only at the time of possession of the Flat from M/S. DISHA CONSTRUCTION, a sole proprietorship firm, having its office at 335, Mahatma Gandhi Road, Kolkata – 700082, duly represented by its Sole Proprietor SRI. SATYABRATA DAS (PAN No. – AQRPD1413D), s/o Late Promod Kishore Das, by nationality – Indian, by faith – Hindu, by occupation – Business, aged about 49 years, residing at 433, Ustad Amir Khan Sarani, Kolkata – 700082, P.O. – Haridevpur,

P.S. - previously Behala then Thakurpukur and now Haridevpur, Ward No - 122.  
District -South 24 Parganas.

3. RECEIVED a sum of Rs. 2,00,000/- (Rupees Two Lacs only) vide cheque dated 16/08/2019, and bearing no. 000036 drawn on Bandhan Bank, by MISS PAYEL DUTTA, (Pan - CCDPD5661B), at the time of the registration of the DEVELOPMENT AGREEMENT out of the total forfeit money amounting to Rs. 7,00,000/- (Rupees Seven Lacs only) and the rest amount of Rs. 5,00,000/- (Rupees Five Lacs only) shall be receivable by him only at the time of possession of the Flat from M/S. DISHA CONSTRUCTION, a sole proprietorship firm, having its office at 335, Mahatma Gandhi Road, Kolkata - 700082, duly represented by its Sole Proprietor SRI. SATYABRATA DAS (PAN No. -AQRPD1413D), s/o Late Promod Kishore Das, by nationality - Indian, by faith - Hindu, by occupation - Business, aged about 49 years, residing at 433, Ustad Amir Khan Sarani, Kolkata - 700082, P.O. - Haridevpur, P.S. - previously Behala then Thakurpukur and now Haridevpur, Ward No. - 122, District -South 24 Parganas.

*W. Ranjan Datta*

WITNESSES:-

① Sanjay Mr. Bhattacharjee  
S/o, H. Anjali Mr. Bhattacharjee.  
99/21, Banerjee para Road,  
Kolkata - 700041.

2. Anur Ketter

3. Payel Dutta

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LANDOWNERS

IN WITNESSESS WHEREOF, the Parties herein have affixed their respective signatures to this AGREEMENT at Kolkata, on this 16<sup>th</sup> day of August, 2019, in presence of the witnesses:

WITNESSES:

① Sanjay Kr. Bhattacharjee,  
S/O, Lt, Anjali Kr. Bhattacharjee,  
99/21, Banerjee Park Road,  
Kolkata-700041.

*Ranjan Dutta*

SRI. RANJAN DUTTA

*Amlan Dutta*

SRI. AMLAN DUTTA

*Payel Dutta*

MISS PAYEL DUTTA

(SIGNATURES OF THE LANDOWNERS)

*Satyabrata Das*

SRI SATYABRATA DAS

SIGNATURE OF THE PROPRIETOR OF  
M/S. DISHA CONSTRUCTION (DEVELOPER)

DRAFTED AND PREPARED BY:

*Anindita Bhattacharjee*

ANINDITA BHATTACHARJEE, (Advocate)

High Court at Calcutta

Enrolment No: F/280/2017.

Mob: 7278334978



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

RAJAN DUTTA

Ranjan Dutta



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

AMLAN DUTTA

Amlan Dutta



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

PAYEL DUTTA

Payel Dutta



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

SATYABRATA DAS

Satyabrata Das



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

GRN: 192019200059126148 Payment Mode Net Banking SELF  
GRN 14/08/2019 20 55 58 Payment Gateway SBI EPay State Bank of India  
BRN: 8678358305115 BRN Date 14/08/2019 20 58 04  
SBI ePay txn No. : GTN SBI ePay txn Date 14/08/2019 20 56 35

DEPOSITOR'S DETAILS

Name : Satyabrata Das Id No : 16020001314415/8/2019  
Contact No. Mobile No +91 9830786654  
E-mail :  
Address : 433 Ustad Amir Khan Sarani Kolkata 700082  
User Type : Buyer/Claimants

Query Year

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹ ]
1	16020001314415/8/2019	Property Registration- Registration Fees	0030-03-104-001-16	24053
2	16020001314415/8/2019	Property Registration- Stamp duty	0030-02-103-003-02	7011
			Total Amount	31064

In Words : Rupees Thirty One Thousand Sixty Four Only



Endorsement For Deed Number : I - 160206553 / 2019

On 14-08-2019

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

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 41,13,753/-

*S-a*

Samar Kumar Pramanick  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I | SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal

On 16-08-2019

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 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 10:34 hrs on 16-08-2019, at the Office of the D.S.R. - I | SOUTH 24-PARGANAS by Mr SATYABRATA DAS .,

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

Execution is admitted on 16/08/2019 by 1. Mr RANJAN DUTTA, Son of Late HARIPADA DUTTA, 82, Judge Bagan, P.O: Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by Profession Business, 2. Miss PAYEL DUTTA, Daughter of Late ANJAN DUTTA, 82, Judge Bagan, P.O: Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by Profession Student, 3. Mr AMLAN DUTTA, Son of Late ANJAN DUTTA, 82, Judge Bagan, P.O: Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by Profession Business

Indetified by Mrs Anindita Bhattacharjee, , Wife of Mr Krishnendu Mukherjee, 5/D, Naskar Para Road, P.O: Paschim Putiary, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700041, by caste Hindu, by profession Advocate

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

Execution is admitted on 16-08-2019 by Mr SATYABRATA DAS, Sole Proprietor, DISHA CONSTRUCTION (Sole Proprietorship), 335, Mahatma Gandhi Road, P.O:- Haridevpur, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082

Indetified by Mrs Anindita Bhattacharjee, , Wife of Mr Krishnendu Mukherjee, 5/D, Naskar Para Road, P.O: Paschim Putiary, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700041, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 24,053/- ( B = Rs 24,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 24,053/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/08/2019 8:58PM with Govt. Ref. No: 192019200059126148 on 14-08-2019, Amount Rs: 24,053/-, Bank: SBI EPay ( SBlePay), Ref. No. 8678358305115 on 14-08-2019, Head of Account 0030-03-104-001-16