

05248/22

1-5075/22



पश्चिम बंगाल WEST BENGAL

70AB 862036

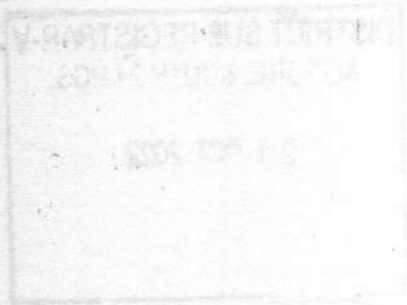
Certified that the document is admitted to registration. The signature sheets and the endroesment sheets attached with document are the part of this document.

District Sub-Registrar-V  
Alipore, South 24 Parganas

DEVELOPMENT AGREEMENT

21 OCT 2022

THIS DEVELOPMENT AGREEMENT made this the 21<sup>st</sup> day of October, Two Thousand Twenty Two (2022)



23 AUG 2022

243301

No. .... Rs. .... Date .....

Name :- Monoj Mallick, Advocate

Address :- Alipor Police Court, Kol-27

Vendor :- .....

I. CHAKRABORTY  
6B, Dr. Rajendra Prasad Sarani  
Kolkata-700 001



2

DISTRICT SUB REGISTRAR-V  
ALIPORE, SOUTH 24 PGS.  
21 OCT 2022

Sudipta Seal  
s/o M. C. N. Seal  
2/65 Viveknagar  
KOL-75

## B E T W E E N

**BAISALI DUTTA (PAN AOSPD1384C) (AADHAAR NO. 9406 8848 6359),**  
 Daughter of Late Bimalendu Dutta, by faith - Hindu, Indian, by occupation -  
 Housewife, residing at 2F, Raipur Road, P.S. Regent Estate, P.O. Naktala,  
 Kolkata - 700092, hereinafter called referred to as the **LAND OWNER** (which  
 expression shall unless excluded by or repugnant to the context be deemed  
 to include her heirs, executors, administrators, legal representatives and  
 assigns) of the **FIRST PART.**

## A N D

**SRI AJOY CHOWDHURY (PAN AESPC7315N) (AADHAAR NO. 4204 6556**  
**9805),** Son of Late Rangalal Chowdhury, by faith - Hindu, <sup>Indian</sup> by occupation -  
 Business, residing at E/2, Ramgarh, P.O. Naktala, P.S. Netaji Nagar, Kolkata -  
 700047 hereinafter referred to as the **"DEVELOPER"** (which expression  
 shall unless excluded by or repugnant to the subject or context be deemed to  
 include his successors, administrators, legal representatives and assigns) of  
 the **SECOND PART.**

**WHEREAS** the said M/s. Charu Chandra Real Properties Pvt. Ltd. sold a piece  
 and parcel of land measuring more or less 3 Cottahs 4 Chittaks 12 Sq.ft. to  
 Smt. Manika Dutta, the Purchaser therein, which is lying and situated at Dist.  
 South 24 Parganas, P.S. Jadavpur, Pargana - Khaspur, Touzi No. 56, Dag No.  
 296, Khatian No. 385/1, being the portion of K.M.C. Premises No. 2B, Raipur  
 Road, by way of a Bengali Kobala Deed, which was registered in the office of  
 S.R. Alipore, recorded in Book No. I, Vol. No. 45, Pages 48 to 54, Being No.  
 1430, for the year 1978.

*Ajoy Chowdhury*



**AND WHEREAS** after becoming the owner of the land measuring more or less 3 (three) Cottahs 4 (four) Chittaks 12 (twelve) Sq.ft. which is lying and situated at Dist. South 24 Parganas, P.S. Jadavpur, Pargana - Khaspur, Touzi No. 56, Dag No. 296, Khatian No. 385/1, being the portion of K.M.C. Premises No. 2B, Raipur Road and thereafter mutated her name in the Assessment Department of the Kolkata Municipal Corporation and the said land is individually known and numbered by K.M.C. Premises No. 2/F, Raipur Road, Ward No. 98, Br. No.X, under the Assessee No. 21-098-08-0220-6.

**AND WHEREAS** after the said registered Bengali Kobala deed the said Smt. Manika Dutta becoming the absolute owner of land and structure measuring more or less 3 (three) Cottahs 4 (four) Chittaks 12 (twelve) Sq.ft. which is lying and situated at Dist. South 24 Parganas, P.S. Jadavpur, Pargana - Khaspur, Touzi No. 56, Dag No. 296, Khatian No. 385/1, being the K.M.C. Premises No. 2/F, Raipur Road, Ward No. 98, Br. No. X under Assessee No. 21-098-08-0220-6.

**AND WHEREAS** while seized and possessed of the absolute ownership of aforesaid land & structure the said Manika Dutta died intestate on 03.02.2022 leaving behind her only daughter Baisali Dutta the land owner herein as her legal heirs and successors to inherit aforesaid land as per Hindu Succession Act. 1956. Bimalendu Dutta is the husband of Manika Dutta also died since long time ago.

**AND WHEREAS** after the demise of Manika Dutta, the said Baisali Dutta became the absolute owner of land measuring more or less 3 (three) Cottahs 4 (four) Chittaks 12 (twelve) Sq.ft. which is lying and situated at Dist. South 24 Parganas, P.S. Jadavpur, Pargana - Khaspur, Touzi No. 56, Dag No. 296, Khatian No. 385/1, being the K.M.C. Premises No. 2/F, Raipur Road, Ward No. 98, Br. No. X under Assessee No. 21-098-08-0220-6, the First Part herein

is desirous to develop and promote the First Schedule land in Joint Venture by construction a multi storied residential building with several flats, and car parking spaces on ownership.

**AND WHEREAS** having relied upon the aforesaid representation made by the owners, the Developer has discussed with the owners and agreed to develop the First Schedule land under the terms and conditions on which the Development of the said premises can be undertaken.

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

### **ARTICLE : I : DEFINIATION**

In these presents unless there is some thing repugnant to or in consistent with :

- 1.1 **OWNER** : shall mean **BAISALI DUTTA (PAN AOSPD1384C) (AADHAAR NO. 9406 8848 6359)**, Daughter of Late Bimalendu Dutta, by faith - Hindu, Indian, by occupation - Housewife, residing at 2F, Raipur Road, P.S. Regent Estate, P.O. Naktala, Kolkata - 700092, the First Part herein and her heirs, executors, administrators, legal representative and assigns.
- 1.2 **DEVELOPER**: shall mean **SRI AJOY CHOWDHURY (PAN AESPC7315N) (AADHAAR NO.4204 6556 9805)**, Son of Late Rangalal Chowdhury, by faith - Hindu, by occupation - Business, residing at E/2, Ramgarh, P.O. Naktala, P.S. Netaji Nagar, Kolkata - 700047, the Second Part herein and his heirs, executors, administrators, legal representatives and assigns.
- 1.3 **PREMISES** : Shall mean ALL THAT piece or parcel of land containing an area of land measuring more or more or less 3 (three) Cottahs 4

(four) Chittaks 12 (twelve) Sq.ft. which is lying and situated at Dist. South 24 Parganas, P.S. Jadavpur, Pargana – Khaspur, Touzi No. 56, Dag No. 296, Khatian No. 385/1, being the K.M.C. Premises No. 2/F, Raipur Road, Ward No. 98, Br. No. X under Assessee No. 21-098-08-0220-6, more fully and particularly mentioned in the FIRST SCHEDULE hereunder written hereinafter called the said premises.

- 1.4 **TITLE DEEDS:** shall mean the Bengali Kobala Deed and Tax receipts etc.
- 1.5 **BUILDING:** shall mean G+III storied residential building consisting of several flats to be constructed by the developer the Second Part herein at his own cost on the First Schedule land of the said premises in accordance with the plan to be approved by K.M.C.
- 1.6 **COMMON FACILITIES AND AMENITIES :** shall include Corridors, roof ways, passages, stair-case, passage ways, under ground and overhead tank water reservoir, septic tank and other facilities which may be actually agreed upon between the parties and required and for the establishment, location enjoyment, maintenance and/or management of the building.
- 1.7 **SALEABLE SPACE:** shall mean the space in the building available for independent use and occupation after making the due to provision for a common facilities and the space, required, existing excluding owner's allocation.
- 1.8 **ARCHITECT :** shall mean the person or persons who may be appointed by the Developer for assigns and planning for the said building with the approval of the owner.
- 1.9 **BUILDING PLAN:** shall mean the plan which to be prepared by the Engineer of the Developer with the approval of the owner.

- 1.10 **TRANSFeree**: shall mean the person, Firm, a Limited Company or an Association or persons to whom any flat together with undivided and undemarcated proportionate share of land and right to such in common space in the said building would be transferred.
- 1.11 **TRANSFERER**: which is grammatical variation by means of conveyance and shall include the delivery of possession of the flat or flats, thereof with in multi-storied building to the purchaser(s) thereof with undivided interest of land proportionate to the area of the flat, and the right to use in common space in the said multi-storied building.
- 1.12 **OWNER'S ALLOCATION** : On completion of the said multi storied building in all respect by the Developer at its own cost on the First Schedule land, the Developer shall allocate and hand over to the owner the First Part herein Entire First Floor and one car parking space on the ground floor of the proposed building comprising of two self contained flat as per drawing to be constructed at the cost of the Developer on the First Schedule land as per sanctioned building plan of the Engineer along with other common facilities together with undivided and undemarcated proportionate share of land underneath more fully described in the Third Schedule written hereunder.

Except the above allocated portion the Developer will pay the forfeited amount of Rs. 32,00,000/- (Rupees Thirty Two Lakh) only in the following manner :

- i) The Developer already paid Rs. 12,00,000/- (Rupees Twelve Lakh) only by Cheque No. 041684, dated 14.12.2020, SBI, Dhakuria Branch.



- ii) Balance amount will be paid by the developer at the time of handover the possession of the owner's allocation.

1.13. **DEVELOPER'S ALLOCATION:** shall mean and include the remaining constructed area of the multi storied building i.e. entire second floor, entire third floor and entire ground floor (except one garage) except the owner's to be constructed at the cost of the developer on the First Schedule land as per building plan of Engineer together within undivided and undemarcated proportionate share of land underneath and common area and facilities of the said building mentioned in the Fourth Schedule hereunder.

### **ARTICLE : II : COMMENCEMENT**

- 2.1 This Agreement shall be deemed to have commenced on and with effect from the 21<sup>st</sup> day of October, Two thousand Twenty Two.

### **ARTICLE :: III OWNER'S RIGHT & REPRESENTATION**

- 3.1 The Owner is absolutely seized and possessed and/or well and sufficiently entitled to the said premises as mentioned in the First Schedule.
- 3.2 The said premises is free from all encumbrances, charges, lien, lispendis, attachments, trust acquisition whatsoever or howsoever and the owner have good marketable title in the said premises.

### **ARTICLE : IV : DEVELOPER'S RIGHT**

- 4.1 The owner do hereby grant subject to what has been hereunder provided exclusive right to the developer to build upon and to exploit commercially the said premises and to construct residential building as per plan.

*Ajoy Choudhury*



- 4.2 Nothing in these presents shall be constructed as demise or assignment or conveyance in law by the owner of the said premises or any part thereof to the Developer or creating any right, title or interest in respect thereof the Developer other than an exclusive license to the developer for the purpose of Development of the said premises in terms hereof and to deal with the developer's Allocation after providing the owner's allocation as per terms of the presents.

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

- 5.1 In consideration of the Agreement owner has agreed to grant exclusive right of development of the said premises and the Developer agree and/or undertakes to allot the owners' allocation to the owner more fully and particularly mentioned in the THIRD SCHEDULE hereunder written.

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

- 6.1 The owner shall make over possession within ten days from the date of registration of this Development and two Power of Attornies.

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

- 7.1 The owner shall grant to the Developer one Development Power of Attorney for sale of the developer's allocated portion and one General Power of Attorney as may be required for necessary permission from different authorities in connection with the construction of the said building and also for pursuing and following up matter with the competent authority or authorities and for other necessary works for development of First Schedule land.
- 7.2 Apart from the execution of the said two power of attornies the owner do hereby undertake that if necessary the owner will execute as and

when necessary all papers, documents, plans, etc. for the purpose of development of the said premises.

**ARTICLE : VIII DETAILING OF SPACE IN THE BUILDING**

- 8.1 The Developer shall complete the construction within 24 (thirty) months from the date of execution of this agreement and on completion of the new multi storied building hand over and/or deliver the owners' allocation as aforesaid to the owner before handover the Developer's allocation to the intending purchaser(s). In default, the Developer shall be liable to pay damage Rs. 10,000/- p.m. to the owner till delivery of the vacant possession of the total owner's allocation.
- 8.2 The Developer shall be exclusive right to transfer or otherwise deal with or dispose of the flat(s) except common spaces to the intending purchaser(s) to be constructed on the First Schedule land from his allocation without any right, claim or interest therein whatsoever of the owner and the owner shall not in any way interfere with or disturb the quiet peaceful possession of the Developer's allocation.
- 8.3 In so far as all necessary dealing by the Developer in respect of the said building shall be in the name of the owner for which purpose the owner undertake to give the Developer power or Powers of Attorney in a form and manner reasonably required by the Developer. It is however understood that such dealing shall not in any manner create any financial liability upon the owner.
- 8.4 The owner shall execute the Deed of Conveyance or conveyance in favour of the Developer or his nominees in such part or parts as shall be required by the Developer in respect of Developer's allocation, PROVIDED HOWEVER the costs of such conveyance or conveyance

including stamps and registration expenses shall be borne and paid by the Developer or his such nominee or nominees.

- 8.5 The Developer shall complete the propose multi storied building on the First Schedule land as per building plan within 24 months from the date of sanction of the building plan.

**ARTICLE : IX : BUILDING**

- 9.1 The Developer shall at its own costs construct, erect and complete the said building at the said premises in accordance with the plan with such material and with such specification as are mentioned and detailed in the SEVENTH SCHEDULE hereunder written and as may be recommended by the Architect from time to time.
- 9.2 Subject to as aforesaid specification the decision of the Architect regarding good quality of the materials shall be final and binding on the parties hereto.
- 9.3 The Developer shall install and erection the said building at its own cost pump, water, storage, tanks, underground and overhead reservoirs, water and electric connection, temporary electric connection shall be provided and other facilities as required to be provided for the period of construction in the residential building having self contained apartments and constructed for sale of flats and or spaces therein on ownership basis and as mutually agreed.
- 9.4 The Developer shall be authorized in the name of the owner in so far as it is necessary to apply for and obtain quotas, entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the owner for the construction of the building and similarly apply for and obtain temporary/permanent connection of water, electricity power and permanent drainage and sewerage

connection to the newly built up building and other impute and facilities required for the construction of enjoyment of the building for which purpose the owner shall execute in favour of the developer the Power of Attorney which shall be required by the Developer.

- 9.5 The Developer shall in its own costs and expenses and without creating any financial or other liabilities on the owners, construct and complete the said new building and various units and/or apartment therein in accordance with the building plan and any amendment hereto or modification thereof made or cause to be made by the Developer. The developer shall be at liberty to take loan and or financial assistance from Bank(s) etc. his individual capacity without creating any financial liabilities upon the owner.
- 9.6 All costs, charges and expenses including Architect's fees shall be discharged and paid by the Developer and the owner shall bear no responsibility in this context.
- 9.7 As from the date of making over possession any liabilities becoming due on account of the municipal rates and taxes as also other outgoing in respect of the said premises and till such times as the possession of the flat owner are given to the owner according to their allocation to the newly built premises is made shall be borne and paid by the Developer and thereafter the same shall be borne and paid by the owner, flat owners. It is made specifically clear that all outstanding dues on account of rent, municipal rates and taxes as also other outgoings from taking over possession of the said premises up to the date of delivery of possession of flats to the owners and intending purchaser(s) shall remain the liability of the Developer and such due shall be borne and paid by the Developer as and when called upon by the Authority concerned without any objection.



**ARTICLE : X COMMON FACILITIES :**

- 10.1 As soon as the building is completed, the Developer shall give a written notice to the owner requesting the owner to take possession of her allocation in the said building and there being no dispute regarding the completion of the building in the terms of this Agreement and according to the specification and plan thereof being produced to them thereafter on expiry of 30 days from the date of service of such notice and at all times thereafter the owner shall be exclusive responsible for payment of all Municipal taxes/rates and other outgoings and imposition whatsoever payable in respect of their respective allocations in the said premises. The rates are to be apportioned on pro-rata with reference to the saleable space in the building if they are levied on the building as a whole.
- 10.2 The Owner and the Developer shall punctually and regularly pay for their respective allocation the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the owner and the Developer and the parties keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the owners or the Developer in this behalf.
- 10.3 As and from the date of possession of the flat owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the service charges for the common facilities in the new building payable with in respect of their allocation, such charges are to include proportionate share of premium for the insurance of the said building water, fir scavenging charges and taxes light, sanitation and ✓

maintenance occasional repair and renewal charges for bill collection and management of the common facilities renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipment switch, gear, transformers, generators, pump, motors and other electrical and mechanical installations, appliances and equipments, stairways, corridors, passage ways, part ways and other facilities whatsoever as may be mutually agreed from time to time PROVIDED that if additional insurance premium is required to be paid for the insurance of the said building by virtue of any particular use and/or in the accommodation within the owner's allocation or any part thereof.

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

The owner's allocation in the said building shall be subject to the same restriction and use, as are applicable to the Developer's allocation in the building intended for the common benefits of all occupiers of the building which shall include the following :

- 11.1 Neither party shall use or permit to be used the respective allocation in the said building or any portion thereof for carrying on any obnoxious illegal and immoral trade or actively nor use thereof for any purpose which may causes any nuisance or hazard to the other occupiers of the building.
- 11.2 Neither party shall demolish or permit to demolish of any way or other structure in their respective allocation or any portion thereof or make any structural alteration either major or minor therein without consent of other in this behalf.

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

- a) Such party shall have observed and performed all terms and conditions on their respective parts to be observed and/or performed.
- b) The proposed transfers shall give a written understanding to the effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in his/her possession.

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

11.5 The respective allottees shall keep the interior walls, sewers, drains and other fitting and fixing and fixtures and appurtenances and floor and ceiling etc. in such of their respective allocations in the building in good working condition and repair and in particular so as not cause any damage to the building or any other spaces or accommodation therein and shall keep the other or them and/or the occupier of the building indemnified from and against the consequence of any breach.

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

- 11.7 No goods or other items shall be left or keep by either party or display or otherwise in the corridors or at other places of common use and enjoyment in the said building and no hindrance shall be caused in any manner in the movement for users in the corridors and other places of common use.
- 11.8 Neither party shall throw or accumulate any dirty rubbish waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions or the building thus observing "cleaning ness and good health go by side".
- 11.9 Subject to prior notice, the owner shall permit the Developer and his servant and agents with or without workmen and others at all reasonable times to enter into and upon his allocation and every part thereof for the purpose of maintenance or repairing maintaining rebuilding cleaning any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains, septic tank, water pipes and electric wires and for any purpose of similar nature.

#### **ARTICLE : XII : OWNER'S OBLIGATION**

Subject to compliance of the terms of this agreement the owner do hereby agrees and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling assigning and/or disposing of any of the part of the Developer's Allocation in the new building to be constructed on the said premises.

- 12.1 The owner do hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the new building at the said premises to be constructed by the Developer.



- 12.2 The owner do hereby agree to execute any supplementary agreement if it ever be necessary for registration.

**ARTICLE : XIII DEVELOPER'S OBLIGATION**

- 13.1 The Developer doth hereby agree and covenant with the owner not to transfer and/or assign the benefits of this agreement or any portion thereof to any party or parties without the consent in writing of the owner.
- 13.2 The Developer hereby agrees and covenants with the owner not to violate or contravene any of the provision of rules applicable to the construction of the said building.
- 13.3 The Developer hereby agrees and covenants with the owner not to do any act deed or thing whereby the owners are prevented from enjoyment, selling, assigning and/or disposing of any part or portion of the owner's allocation in the new building at the said premises.
- 13.4 The Developer hereby agrees and covenants with the owner not to part with possession of the Developer's allocation or any portion thereof without at the first instance, putting the owner in possession of her allocated portion agreed upon, but nevertheless the Developer may enter into agreement with party or parties for sale and/or transfer of any part of its allocated portion in the new building to be erected upon the said premises.

**ARTICLE : XIV OWNERS' INDEMNITY**

- 14.1 The owner do hereby undertake that the Developer shall be entitled to the said construction and shall enjoy her allocated space without any interference or disturbance, provided that the Developer performs and fulfils at all the terms and conditions herein contained and/or his part to be observed and performed.

**ARTICLE :XV: DEVELOPER'S ALLOCATION**

- 15.1 The Developer hereby undertakes to keep the owner indemnified against all third party claims, demands and actions arising out of any sort of act or commission on the part of the developer in relation to the construction of the said building.
- 15.2 The Developer hereby undertakes to keep the owner indemnified against all actions, suits, costs, proceedings and claims that may arises out of the developers' action with regard to the development of the said premises and/or in the matter of construction of the said building and/or any defect therein.

**ARTICLE : XVI MISCELLANEOUS**

- 16.1 The Owner the Developer have entered into this Agreements purely as a contract and nothing contained herein shall be deemed to construe as a partnership between the parties hereto in any manner nor shall the parties hereto constituted an Association of persons.
- 16.2 It is understood that from time to time to facilities the uninterrupted construction of the building by the Developer various deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need and seek authority of the owner and various applications and other documents may be required to be signed or made by the owner relative to which specific provisions may not have been mentioned herein, the owner, hereby undertake to do all such acts deeds and things and the owner shall execute any such documents and/or authorization as may be required by the Developer for the purpose and the owners also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such acts deeds and things do not

in any way infringe on the right of the owner and/or against the spirit of these presents.

- 16.3 The owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's allocation and the Developer shall be liable to make payment of the same and keep the owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 16.7 Nothing in these presents shall be constructed as demise or assignment or conveyance in law of the said borrow money from any Bank or Banks without or creating and financial liability on the owner or effecting estate and interest in the said premises and it is being expressly and agreed and understood that in no event either the owners and/or her heirs shall be responsible and/or be made liable for payment of any dues to such Bank or Banks or financial or institute and for that purpose the Developer shall keep the owners indemnified against all the actions, suits, proceedings and costs, charges and expenses in respects, thereof any representation by the Developer as owner of the said premises to the outside shall render this agreement null and void.
- 16.8 As and from the date of completion of the construction of the building the Developer and/or his transferees and the owner and/or her transferees shall each and/or either party be liable to pay and bear proportionate charges on wealth tax and other taxes payable in respect of their respective spaces.
- 16.9 It is specifically made clear that apart from the payment agreed to be made by the Developer to the owner as herein before recited, the Developer shall hand over to the owner her allocated portion

immediately on the completion of the same within the specified period to be constructed as per specification mentioned below.

16.15 That the Developer will be entitled to demolish the existing structure on the first schedule land after getting the sanctioned plan and making arrangement for accommodation for the owners.

16.16 That the Developer will demolish the existing structure on the first schedule land at his own cost and are entitle to sell the waste materials of the building according to his choice and get the entire sale amount.

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

17.1 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 'Force-Majeure' and shall be suspended from obligation during the duration of the 'Force Majeures'.

17.2 Force-Majeure shall mean flood, earthquake riot, war storm, tempest, civil commotion.

17.3 If because of any will full act on the part of the Developer the construction and complete of the building is delayed and/or suspended then in that event the Developer shall be liable to pay such loss or damage to the owner which shall be determined by the parties mutually.

17.4 Parties herein are entitled to sue specific performance of contract against each other to execute the terms and condition of this agreement.



### **ARTICLE : XVIII PENAL CAUSE**

18.1 Notwithstanding anything contained herein, if the Developer fails and/or neglects to complete the said construction within the stipulated period, the Developer shall get extension of time for another period of 03 months and even after such extension of time, if the Developer fails and/or neglects to complete the construction of the said building then and in that case all sums pay by the Developer to the owner in the mean time shall stand forfeited and the Developer or its nominee or nominees shall forthwith lose all the rights under this Agreement, that is to say all such rights will meet with forfeiture and this Agreement shall stand ipsofacto cancelled and determined subject to the right of the owner by reason of for refund of money paid to the Developer or any right over the area booked by them in the said premises and further that in such cases all the moneys paid by such nominee or nominees to the Developer shall be forfeited so far as the owner concerned and that the owner shall be absolutely free from all claims, objections, if at all, on the part of the Developer and/or his nominee or nominees and the owner shall have every right to enter into fresh contract with any other Developer or Developers or others for completion of the building.

### **ARTICLE : XIX JURISDICTION**

The Court of Alipore, South 24 Parganas having jurisdiction shall entertain, try and determine all actions suits and proceedings arising out of these presents between the parties hereto.

### **THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT piece or parcel of land containing an area of land measuring more or more or less 3 (three) Cottahs 4 (four) Chittaks 12 (twelve) Sq.ft. which is

lying and situated at Dist. South 24 Parganas, P.S. Jadavpur, Pargana - Khaspur, Touzi No. 56, Dag No. 296, Khatian No. 385/1, being the K.M.C. Premises No. 2/F, Raipur Road, Ward No. 98, Br. No. X under Assessee No. 21-098-08-0220-6, which is butted and bounded by :

North : Land & Building  
 East : 16'-0" wide Road  
 South : Land & Building  
 West : Land & Building

### **SECOND SCHEDULE ABOVE REFERRED TO**

ALL THAT G+III storied building with lift consisting of several flats/units to constructed on the first schedule land as per building plan and specification.

### **THE THIRD SCHEDULE ABOVE REFERRED TO** **OWNERS ALLOCATION**

1.13 **OWNERS' ALLOCATION** : On completion of the said multi storied building in all respect by the Developer at its own cost on the First Schedule land, the Developer shall allocate and hand over to the owner the First Part herein Entire First Floor and one car parking space on the ground floor of the proposed building comprising of two self contained flat as per drawing to be constructed at the cost of the Developer on the First Schedule land as per sanctioned building plan of the Engineer along with other common facilities together with undivided and undemarcated proportionate share of land underneath more fully described in the Third Schedule written hereunder.

Except the above allocated portion the Developer will pay the forfeited amount of Rs. 32,00,000/- (Rupees Thirty Two Lakh) only in the following manner :

- i) The Developer already paid Rs. 12,00,000/- (Rupees Twelve Lakh) only by Cheque No. 041684, dated 14.12.2020, SBI, Dhakuria Branch.
- ii) Balance amount will be paid by the developer at the time of handover the possession of the owner's allocation.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**DEVELOPERS' ALLOCATION**

**DEVELOPER'S ALLOCATION** : shall mean and include the remaining constructed area of the multi storied building i.e. entire second floor, entire third floor and entire ground floor (except one garage) except the owner's to be constructed at the cost of the developer on the First Schedule land as per building plan of Engineer together within undivided and undemarcated proportionate share of land underneath and common area and facilities of the said building mentioned in the Fourth Schedule hereunder.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**COMMON USER**

1. The entire land or space lying vacant within the first schedule premises.
2. The space within the building comprised of the entrance thereto staircase leading lobbies, lift, roof, meter and pump cabin.
3. The foundation columns, girders beams support main walls.
4. Main gate of the premises, passage leading to the building room and staircase.
5. Electric connection, water connection and supply and other civil amenities if any to the premises.
6. The installations for common services such as the drainage system in the premises.

7. Reservoir on the ground floor and the reservoir on the roof of the top floor on the building, pump motor, pipes and all other apparatus and installations in the premises.
8. Septic tank, if any, sock pites and the sewerage line thereto connected.
9. All other facilities and amenities in the premises.
10. No flat owner, car parking space owner will be allowed any addition and alterations of the first schedule property without any knowledge of the other co-owners of flat, car parking spaces without any permission of the K.M.C.

**SIXTH SCHEDULE ABOVE REFERRED TO**  
**(Common Expenses/Maintenance)**

1. The expenses of maintaining, repairing, reconstruction and renewing the main structure and the drainage system, rain water discharge arrangement, arrangements for supply of electricity and all common contained in the said premises.
2. The expenses of maintaining roof and white washing and/or colouring of the said first schedule property.
3. To form a registered society amongst the flat owner and car parking space owner to look after the interest of the flats owner and car parking spaces owner to maintain the First Schedule property.
4. The costs of cleaning and lighting the entrance of the building, the passage and spaces around the building, lobby corridors, stair-case.
5. The costs of repairing and decorating the exterior of the building.
6. All taxes levies and impositions, deposits etc. for the premises as a whole.
7. All litigations costs relating to the common parts and common interest in the building.



8. All salaries, wages, fees and remunerations of all workmen, liftman, staff and experts engaged and hired for the common purposes.
9. Cost of maintaining, operating, replacing and installing implements including pump, motor, pipes etc. for common services.
10. Such expenses as would be necessary for or incidental for said maintenance and up keep of the Schedule 1<sup>st</sup> herein.
11. Premium of insurance for the building if any.

### **THE SEVENTH SCHEDULE ABOVE REFERRED TO**

**The building specification and work schedule of the new building.**

### **CONSTRUCTION SPECIFICATION**

#### **(Schedule of Construction)**

Building Work	:: R.C.C. and Bricks Structure.
Walls	:: 200mm (8") thick for outer and 75 mm (3") thick for Partition Wall with 1 <sup>st</sup> Class brick and Medium Coarse Sand.
Plaster	:: Cement Plaster done by medium coarse sand for outer wall and inner wall ratio of cement and sand (5:1) for ceiling plaster (4:1).
Window	:: Sliding Window.
Door	:: Wooden Panel door will be provided at Main Door. Other Door will be Flush Door. PVC door will be provided at Toilet.
Floor	: Floor will be finish with Floor Tiles. Toilet & Kitchen floor will be finish with Tiles. Toilet wall with tiles upto from skirting, kitchen wall fitted with white tiles upto from kitchen slab, kitchen self is made by Black Stone with one sink.
Plumbing	:: 2' ft. hight one white porcelain vitreous western style commode, with additional water

line to be provided for washing machine, white porcelain vitreous Basin, with water tap point with standard materials. In W.C. cum toilet attached one white western style commode with one water tap point, water line made by Blue pipe, outside plumbing waste line used by Supreme pipe.

#### Painting

:: Walls painted by Plaster of Paris and grill window and doors painted by white paint with 2 coats, stair case and kitchen white wash and outside of Building painted by 2 coats snowcem.

#### Electric

:: Concealed wiring two light points, one fan points, one 5 amp, plug point for every room, kitchen plug one 15 Amp. Plug point in living cum dining room, kitchen & both toilets for geyser 15 amp., plug point standard materials used for electric work.

#### Water

:: Underground water reservoir with pump and overhead tank.

#### Roof

:: 2"/3" (average) the I.P. will be provided over roof slab, 3'-0" height parapet wall will be provided all round the roof slab water proof.

#### Lift

:: Lift facility will be provided (4 persons)

**Note :** Extra work : Any extra work other than the standard specification and those agreed by developer shall be entertained and charged at a rate as will be decided by the Developer/Contractor before starting execution of the said work. No outside contractor will be allowed to execute the work. Payment of such work shall be made before the work starts.

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

WITNESSES :

1. *Sipra Das*  
*4/5A Bijoygarh*  
*Kol - 32*

2. *Sandip Dasgupta*

*Baisali Dutta*

SIGNATURE OF THE OWNER

*Ajoy Choudhury*  
 SIGNATURE OF THE DEVELOPER

Drafted by me :

*Amitabha Ray*

Advocate

Alipore Police Court

Kolkata - 700027.

*WS/236/1484*

Computer Print :

*Sandip Dasgupta*

Sandip Dasgupta

Jadavpur C.I.T.Bldg.

Kolkata - 700032

Thumb      1st finger      Middle Finger      Ring Finger      Small Finger

PHOTO	left hand					
	right hand					

Name.....

Signature .....



Thumb      1st finger      Middle Finger      Ring Finger      Small Finger

left hand					
right hand					

Name BAISALI DUTTA

Signature Baisali Dutta



Thumb      1st finger      Middle Finger      Ring Finger      Small Finger

left hand					
right hand					

Name AJOY CHOWDHURY

Signature Ajoy Chowdhury

Thumb      1st finger      Middle Finger      Ring Finger      Small Finger

PHOTO	left hand					
	right hand					

Name.....

Signature .....





Govt. of West Bengal  
Directorate of Registration & Stamp  
Revenue  
GRIPS eChallan



192022230145603675

GRN Details

GRN:	192022230145603675	Payment Mode:	Debit Card Payment
GRN Date:	19/10/2022 18:37:29	Bank/Gateway:	State Bank of India
BRN :	IK0BXYMVK0	BRN Date:	19/10/2022 18:39:27
GRIPS Payment ID:	191020222014560366	Payment Init. Date:	19/10/2022 18:37:29
Payment Status:	Successful	Payment Ref. No:	2002989045/3/2022
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	AJOY CHOWDHURY
Address:	E/2, RAMGARH
Mobile:	9831248755
Depositor Status:	Others
Query No:	2002989045
Applicant's Name:	Mr Sudipta Seal
Identification No:	2002989045/3/2022
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	19/10/2022
Period To (dd/mm/yyyy):	19/10/2022

Payment Details

Sl. No.	Payment Ref No.	Head of A/C Description	Head of A/C	Amount (₹)
1	2002989045/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	7021
2	2002989045/3/2022	Property Registration Registration Fees	0030-03-104-001-16	32021
Total				39042

IN WORDS: THIRTY NINE THOUSAND FORTY TWO ONLY.



# Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



191020222014560366

## GRIPS Payment Detail

GRIPS Payment ID:	191020222014560366	Payment Init. Date:	19/10/2022 18:37:29
Total Amount:	39042	No of GRN:	1
Bank/Gateway:	State Bank of India	Payment Mode:	Debit Card Payment
BRN:	IK0BXYMVK0	BRN Date:	19/10/2022 18:39:27
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

## Depositor Details

Depositor's Name: AJOY CHOWDHURY  
Mobile: 9831248755

## Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230145603675	Directorate of Registration & Stamp Revenue	39042
Total			39042

IN WORDS: THIRTY NINE THOUSAND FORTY TWO ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.

**PAID**

## Major Information of the Deed

Deed No :	I-1630-05075/2022	Date of Registration	21/10/2022
Query No / Year	1630-2002989045/2022	Office where deed is registered	
Query Date	13/10/2022 1:50:07 PM	D.S.R. - V SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Sudipta Seal 2/65, Vivek Nagar, Thana : Kasba, District : South 24-Parganas, WEST BENGAL, PIN - 700075, Mobile No. : 9830420890, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 32,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 44,37,001/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 7,031/- (Article:48(g))	Rs. 32,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raipur Road, Premises No: 2/F, , Ward No: 098 Pin Code : 700092




Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	3 Katha 4 Chatak 12 Sq Ft	1/-	44,10,001/-	Width of Approach Road: 16 Ft.,
Grand Total :				5.39Dec	1 /-	44,10,001 /-	

### Structure Details :




Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	27,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	1 /-	27,000 /-	



**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Baisali Dutta</b> Daughter of Late Bimalendu Dutta Executed by: Self, Date of Execution: 21/10/2022 , Admitted by: Self, Date of Admission: 21/10/2022 ,Place : Office	<b>Photo</b>  21/10/2022	<b>Finger Print</b>  LTI 21/10/2022	<b>Signature</b>  21/10/2022
2F, Raipur Road, City:- , P.O:- Regent Park, P.S:-Jadavpur, District:-South24-Parganas, West Bengal, India, PIN:- 700092 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: aoxxxxxx4c, Aadhaar No: 94xxxxxxxx6359, Status :Individual, Executed by: Self, Date of Execution: 21/10/2022 , Admitted by: Self, Date of Admission: 21/10/2022 ,Place : Office				

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Ajoy Chowdhury</b> <b>(Presentant)</b> Son of Late Rangalal Chowdhury Executed by: Self, Date of Execution: 21/10/2022 , Admitted by: Self, Date of Admission: 21/10/2022 ,Place : Office	<b>Photo</b>  21/10/2022	<b>Finger Print</b>  LTI 21/10/2022	<b>Signature</b>  21/10/2022
Son of Late Rangalal Chowdhury E/2, Ramgarh, City:- , P.O:- Naktala, P.S:-Bansdronei, District:-South24-Parganas, West Bengal, India, PIN:- 700047 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: aexxxxxx5n, Aadhaar No: 42xxxxxxxx9805, Status :Individual, Executed by: Self, Date of Execution: 21/10/2022 , Admitted by: Self, Date of Admission: 21/10/2022 ,Place : Office				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Sudipta Seal</b> Son of Late L N Seal 2/65, Vivek Nagar, City:- , P.O:- Santoshpur, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700075	 21/10/2022	 21/10/2022	 21/10/2022
Identifier Of Baisali Dutta, Ajoy Chowdhury			



Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Baisali Dutta	Ajoy Chowdhury-5.39 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Baisali Dutta	Ajoy Chowdhury-100.00000000 Sq Ft

On 21-10-2022

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:09 hrs on 21-10-2022, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Ajoy Chowdhury ,Claimant.

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 44,37,001/-

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

Execution is admitted on 21/10/2022 by 1. Baisali Dutta, Daughter of Late Bimalendu Dutta, 2F, Raipur Road, P.O: Regent Park, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by Profession House wife, 2. Ajoy Chowdhury, Son of Late Rangalal Chowdhury, E/2, Ramgarh, P.O: Naktala, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Business

Indetified by Sudipta Seal, , , Son of Late L N Seal, 2/65, Vivek Nagar, P.O: Santoshpur, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 32,053.00/- ( B = Rs 32,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 32,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/10/2022 6:39PM with Govt. Ref. No: 192022230145603675 on 19-10-2022, Amount Rs: 32,021/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0BXYMVK0 on 19-10-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 7,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 249301, Amount: Rs.10.00/-, Date of Purchase: 23/08/2022, Vendor name: I Chakraborty

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/10/2022 6:39PM with Govt. Ref. No: 192022230145603675 on 19-10-2022, Amount Rs: 7,021/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0BXYMVK0 on 19-10-2022, Head of Account 0030-02-103-003-02



Jaideb Pal

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2022, Page from 180984 to 181019  
being No 163005075 for the year 2022.



*Jaideb Pal*

Digitally signed by JAIDEB PAL  
Date: 2022.10.21 16:16:25 +05:30  
Reason: Digital Signing of Deed.

(Jaideb Pal) 2022/10/21 04:16:25 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)