

DATED THIS 11<sup>th</sup> DAY OF MARCH, 2024

**BETWEEN**

- 1) SRI SAMARENDRA MAJUMDAR  
ALIAS SAMAR MAJUMDAR
- 2) SRI SWARUP MAJUMDAR
- 3) SRI ARIJIT MAJUMDAR

..... Landlords/Owners/First Part

**AND**

**M/S. ESQUIRE CONSTRUCTIONS**

.... Developer/Second Part

# Agreement for Development

**Mr. Amit Kumar Mitra**

*Advocate*

High Court, Calcutta

Registered in the Office at

D.S.R. – I, South 24 Parganas

Book No. I, Volume No. 1601-2024

Pages from 18683 to 18734

Being No. 160100494

for the year 2024

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1-0494/2024



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL  
 SP  
 103/24  
 =2/653820/24  
 S=2/65382

AR 474378  
 .C. Case No. 83  
 J (I) Rs. 250/-  
 J (II) Rs. 250/-  
 Total Rs. 500/-  
 Realised 650/-

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

Dist. Sub-Registrar-1  
 Alipore, South 24 Parganas

12 MAR 2024

D.S. R-1  
 Alipore South 24 P  
 11/03/2024

**AGREEMENT FOR DEVELOPMENT**

**THIS AGREEMENT** is made on this 11<sup>th</sup> day of March, Two Thousand Twenty Four (2024)

**BETWEEN**

Contd...P/2

Anup Kumar Pal

30321

28 FEB 2024

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

Name : ..... Amit Kx Mishra

Address : ..... Advocate  
HIGH COURT  
CALCUTTA

Vendor : .....  
Alipore Collectorate, 24 Pgs. (South)  
SUBHANKAR DAS  
STAMP VENDOR  
Alipore Police Court, K01-27

Anup Kumar Pal



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Anup Kumar Pal



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Amit Mishra



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Indrani Roy



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Sub-Registrar-1  
Alipore, South 24 Parganas

11 MAR 2024

LT. I OF SAMARENORA MAJUMDAR  
alias SAMAR MAJUMDAR  
BY THE PEN OF:-

Indrani Roy

Indrani Roy  
Banner Roy  
75 Charu Ch Ave  
Kolkata - 3<sup>rd</sup>

**(1) SRI SAMARENDRA MAJUMDAR** alias **SAMAR MAJUMDAR** (PAN : AICPM2020J), (Aadhaar - 2261 8629 7576), son of Late Shyamalendu Majumdar, by faith - Hindu, by Nationality - Indian, by occupation - Retired, by Nationality - Indian, residing at 10/75, 2<sup>nd</sup> floor, Charu Chandra Avenue, Charu Market, Post Office - Tollygunge, Police Station - Charu Market, Kolkata - 700033, **(2) SRI SWARUP MAJUMDAR** (PAN - AESPM3146F & Aadhaar No. 793723617498), son of Late Shyamalendu Majumdar, by faith - Hindu, by Nationality - Indian, by occupation - Retired, by Nationality - Indian, residing at Block - J, Flat No. 8, Sahapur Govt. Housing Estate, Post Office - Sahapur, Police Station - New Alipore, Kolkata - 700033, **(3) SRI ARIJIT MAJUMDAR** (PAN : AR RPM3211F), (Aadhaar No. 9808 8991 6520), son of Late Bimalendu Majumdar, by faith - Hindu, by occupation - Retired, residing at 10/75, Charu Chandra Avenue, Ground Floor, Post office - Tollygunge, Police Station - Charu Market, Kolkata - 700033, hereinafter called and referred to as the **LANDLORDS/OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean an include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

**AND**

**M/S. ESQUIRE CONSTRUCTIONS** (PAN - AABFE2226K) a partnership firm, having its registered office at 2/61A, Shree Colony,

*Anup Kumar Pal*

Post office – Regent Estate, Police Station – Netajinagar previously Jadavpur, Kolkata – 700092, District – 24 Parganas (South) represented by its partners namely **(1) SMT. BIJOYA GUHA, (PAN – ADYPG4602P, Aadhaar No. 6895 3058 3853)** daughter of Late Baidya Nath Nandi, by faith – Hindu, by Occupation - Business, by Nationality – Indian, residing at 1 Eastern Park, Baghajatin, Post Office – Baghajatin, Police Station – Patuli, Kolkata 700086, District – 24 Parganas (South) West Bengal **(2) SMT. KANAK BHATTACHARYA, (PAN – AEHPB2130H, Aadhaar No. 4641 5065 9987)** daughter of Late Megh Lal Saha, by faith – Hindu, by Occupation - Business, by Nationality Indian, **(3) SRI ANUP KUMAR PAL, (PAN – AFUPP1863P, Aadhaar No. 9770 6900 7341)** son of Late Sushil Chandra Pal, by faith – Hindu, by Occupation - Business, by Nationality Indian, both are residing at Regent Fort, P-14, Regent Estate, Flat No. 3A, Post Office Regent Estate, Police Station Regent Park, Kolkata 700092, West Bengal, hereinafter joint called and referred to as the **“SECOND PARTY/DEVELOPER”** (which expression shall unless excluded by or repugnant to the context be deemed to mean an include their heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART/SECOND PART.**

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That said **SRI ANUP KUMAR PAL, (PAN - AFUPP1863P, Aadhaar No. 9770 6900 7341)** son of Late Sushil Chandra Pal, being one of the Partner of the Partnership firm duly represented as Authorised Representative authorized by way of Board Resolution dated 20<sup>th</sup> day of February, 2024.

**WHEREAS** one Rai Bahadur Satish Chandra Majumdar had purchased a plot of land measuring an area of about 04 Cottahs 15 Chittacks 09 Sq. Ft. be the same or a little more or less being a portion of Premises Number 41, Russa Road corresponding to the Plot No.75, Charu Avenue, Kolkata - 700033 in the name of his wife Sreejukta Sumati Bala Majumdar in terms of benami by virtue of a Deed executed by Co-Partnership Firm i.e. M/s. MUGNEERAM BANGUR, a Co-Partnership Firm therein named as Vendor in favour of Sumati Bala Majumdar therein named as Purchaser and the same being registered at the office of the District Sub Registrar, South 24 Parganas, Alipore, since recorded in Book No. 1, Volume No 64, Pages 14 to 19, Being Deed No. 2436, for the year 1936.

**AND WHEREAS** due to shortage of fund the Purchaser above named could not pay the total consideration at that point of time but to Manage the short coming the property as well as the instrument became mortgaged to the self same Vendor as therein named the M/S MUGNEERAM BANGUR, instantaneously and subsequently

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released the same on payment of the dues to the mortgage thereby a release Deed was executed by the parties subsequently wherein Sumati Bala Majumdar being the name lender of Rai Bahadur Satish Chandra Majumdar was turned as release and the same was also registered before the Sadar Joint Sub Registrar office at Alipore and recorded in Book No. 1, Volume No 8, Pages 228 to 231, Being Deed No. 225, for the year 1942 against the aforesaid Mortgage deed being registered earlier in the office of the District Sub registrar since recorded in Book No. I, Volume No 61, Pages 14 to 18 Being No. 2143 for the year 1936.

**AND WHEREAS** the said Rai Bahadur Satish Chandra Majumdar died on 09/07/1957 and his wife Sumati Bala Majumdar Died on 21/05/1962 leaving their sons namely Bimalendu Majumdar, Shyamalendu Majumdar and three daughters namely Amiyalata @ Renukana, Banalata and Madhabi lata respectively as the only legal heirs of Rai Bahadur Satish Chandra Majumdar in as much as Sumatibala Majumdar since deceased.

**AND WHEREAS** said Rai bahadur Satish Chandra Majumdar during his life time had settled one writing by execution of his last will and testament dated 09.11.1954 in presence of the witnesses as therein named and after the demise of said Rai bahadur Satish Chandra Majumdar, the beneficiaries of the will namely Bimalendu

Arun Kumar Pad

Majumdar and Shyamalendu Majumdar brought that instrument before the Ld. Court thereby, filed one application for Probate being No. Act 39 (Probate) case 3 of 1967 in the Ld. District Judge Alipore 24 Parganas since probated on 19<sup>th</sup> February 1968 wherefrom it transpired that the aforesaid three daughters had filed their consent petition in course of probate proceedings on 20<sup>th</sup> February 1967 declaring their consent in the prayer of that petition.

**AND WHEREAS** accordingly Bimalendu Majumdar and Shyamalendu Majumdar being the legal heirs of Rai bahadur Satish Chandra Majumdar in as much as Sumati Bala Majumdar since deceased had got their name mutated in the books and records of all authority concern including Kolkata Municipal Corporation assessment Book being the K.M.C Premises No.75, Charu Chandra Avenue, under Ward No.081 and Vide Assessee No. 11-081-02-0161-7.

**AND WHEREAS** Bimalendu Majumdar being the owner of share of the property at 75 Charu Chandra Avenue, P.S. previously Tollygunge now Charu Market, Kolkata-7000033 had executed his last will and testament dated 28/01/1981 to avoid all future controversies and complications in between his three daughters namely Arundhuti Sinha, Aditi Raha, and Jayanti Roy and one son Namely Arijit Majumdar and the same being registered before the District Sub registrar Alipore 24 Parganas since probated on 16th

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May 2018, from the Court of District Delegate, 24 Parganas South alipore in respect of ALL THAT ½ share of Premises No.75, Charu Chandra Avenue, P.S. Charu Market, Kol-33 and as per dictum of the will aforesaid Arijit Majumdar has become the absolute Owner of the ½ share of interest of the property.

**AND WHEREAS** Shyamalendu Majumdar died intestate on 02/09/1986 leaving behind his two sons namely Samar @ Samarendra Majumdar and Swarup Majumdar as the owner being legal heirs upon the ½ share of ALL THAT Premises No.75, Charu Chandra Avenue, P.S. Charu Market, Kol-33 it can be drawn from the aforesaid Samarendra Majumdar and Swarup Majumdar and Arijit Majumdar are the joint owners of the instant property.

**AND WHEREAS** since then the said landed property is now known and numbered as the K.M.C. Premises No. 75, Charu Chandra Avenue, P.S. Charu Market, Kol-33 lying and situated within the ward No.081 of the Kolkata Municipal Corporation, within P.S. formerly Sadar Tollygunge now Charu Market, in the District of south 24-parganas with absolute right, title and interest morefully described in the Schedule-"A" below as the said property.

**AND WHEREAS** the Second Party/Developer after proper inspection of the said land & the building thereon being interested to

Arun Kumar Prb

develop the said property by demolishing the old building & erecting a new building thereon has approached to the First Party/the Land Owners herein and the first party considering the proposal of the joint venture as financially viable has agreed to do the same for mutual benefits.

**AND WHEREAS** the First Party/Land Owners and the Second Party/ Developer have agreed to materialize the said proposal for promotion and development by constructing a G+ Four storied building upon the said property and discussed the matter at length, to avoid disputes and differences in future, and have agreed to record the terms and conditions mentioned hereinafter:-

**NOW THIS AGREEMENT WITNESSES:**

**ARTICLE-I:**

**DEFINITIONS** - For proper clarification and understanding of this presents the following terms which have already been used for several times and will come number of times shall always mean and include:

- 1. SAID PROPERTY** shall always mean ALL THAT piece or parcel of a plot of homestead land measuring an area of about 04 Cottahs 15 Chittacks 09 Sq. Ft. and be the same or a little more or less K.M.C. Premises No. 75, Charu Chandra Avenue, P.S. Charu Market, Kol-33 lying and situated within the ward

Anup Kumar Pd

No.081 of the Kolkata Municipal Corporation, Vide Assessee No110810201617 within P.S. formerly Sadar Tollygunge now Charu Market, Sub Registry office at A.D.S.R Alipore, in the District of 24-parganas now south 24-parganas and particularly described in the Schedule -"A" herein below.

2. **PROPOSED BUILDING MEANS:** the proposed G+4 storied building to be constructed upon the said property.
3. **FLAT/APARTMENT MEANS** The unit of a self contained accommodation of the said building for any purpose having one or more rooms and kitchen, exclusive user of bath and privy as per plan with all modern amenities and facilities to use and enjoy the same exclusively and without any interruption from others, along with free access and right to egress and ingress to and from the main entrance and Public Road.
4. **CAR PARKING SPACE MEANS** the open or covered space in the ground floor of the building as shown in the plan for parking or keeping motor car, scooter or all types of private vehicles defined under Motor Vehicles Act.
5. **PLAN OR MAP SHALL MEAN:** the building plan duly drawn by the Owners/Developer herein in respect of the proposed building / buildings and shall include all such modification or

*Anup Kumar P. D.*

illustrations are made to enable the Photographer from time to time to take action required.

6. **CONTRACTS WITH THE SUBCONTRACTORS** including other contracts with the (i) THE ARCHITECT, (ii) THE ENGINEER, (iii) THE MATERIAL SUPPLIER, more fully described in the 1 page of this Agreement in the First Party.

7. **EMPLOYERS OBLIGATIONS** as required concerning construction + partnership firm, represented by its partners namely (i) SMT. BHOVA GUNIA (2) SMT. KANAK SINGHACHANDRA, (3) SMT. ANUP KUMAR PILL, more fully described in the 2nd page of this Agreement in the Second Party.

8. **ARCHITECT** shall mean any qualified person or persons of firm or firms or I.T.S. approved or nominated by the Developer as the Architect of the building/buildings to be constructed upon the said property.

9. **SPECIFICATIONS AND MATERIALS** materials and specifications as recommended by the Architect for the construction of the building. Architect means all fittings as described in the Schedule 'B' herein below and will be provided by the Developer in Gross Price under Reserved portion.

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**10. COMMON/SERVICE AREA SHALL MEAN:**

- i) Staircase and Lift.
- ii) Staircase and lift landings on all floors.
- iii) Common passage.
- iv) Water pumps, water tanks, reservoirs, water pipes, septic tank, all rain water pipes and all other common plumbing installations and sanitary installations.
- v) Common electrical wiring, fittings and fixtures.
- vi) Drainage and sewers.
- vii) Boundary walls and main gates.
- viii) Such other common parts, areas, equipments, fittings, installations, fixtures and spaces in or about the said building as necessary for passage to or user and occupancy of the said units in common and as may be specified and/or terrace and areas including side spaces and back spaces to be left open according to plan.
- ix) Watchman's Room and toilet.
- x) Lift and Lift Machine Room.

Anup Kumar P.

**11. OWNERS' ALLOCATION :** After completion of the said Building in all respects, the Developer shall handover sanctioned F.A.R. of the proposed Ground Plus Four storied building as follows :-

- a) One Covered Car Parking Space.
- b) One self contained residential flat measuring about 758 Sq.ft. on the Third Floor (front side) in favour of Sri Samarendra Majumdar alias Samar Majumdar.
- c) One self contained residential flat measuring about 759 Sq.ft. on the Fourth Floor (front side) in favour of Sri Arjit Majumdar
- d) Received an amount of Rs. 30,00,000/- (Rupees Thirty Lakh) only as forfeit money as per memo given below.

The owners shall get above possession including undivided proportionate share of land of the proposed Ground Plus Four storied building including undivided proportionate share of land of the premises as described in the Schedule 'A' herein above, written together with common rights of the common parts portion and areas of the building and common amenities, facilities, rights and benefits of the said proposed building as per KMC sanction Building Plan at Premises No. 75, Charu Chandra Avenue, P.O. Tollygunge, P.S. Charu Market Kolkata 700033, lying and situated within the ward No.081 of the Kolkata Municipal Corporation Vide Assessee

Aneup Kumar Pd

No. 11-081-02-0161-7, within P.S. formerly Sadar Tollygunge now Charu Market, Sub Registry office at A.D.S.R. Alipore, in the District of 24-Parganas now South 24-Parganas, including all the common area as per schedule with right of easement and the undivided proportionate share in the land.

**12. TAX LIABILITIES :** the owners shall not be liable to pay the tax in respect of selling the flats and proportionate car parking spaces under developer's allocation and also the said property tax of K.M.C will be paid by the Developer with effect from the date of handing over the possession of the said property for promoting and developing to the Developer after agreement till delivery of owners' allocation.

**13. INSPECTION OF THE CONSTRUCTION :** the owners shall have the right and liberty to inspect the construction work of the project building. If any inferior quality of the building materials is detected by the owners, the same shall be replaced by the standard good quality by the developer, failing which the owners may take legal steps against the developer.

**14. CONFIRMING PARTY:** the developer shall be the confirming party in sale deed and agreement in respect of the flat under owners' allocation, if the same becomes necessary at the instance of the owners.

Aneep Kumar

**15. DELIVERY OF THE XEROX COPY :** the developer shall deliver Xerox copy of the Regd.-sale deeds in respect of the developer's allocated flats and car parking spaces to the owners at the time of registration of the said deeds.

**16. RESERVED PORTION SHALL MEAN :** owners' allocation.

**17. DEVELOPER'S ALLOCATION :** The Developer shall get entire sanctioned F.A.R. of the proposed Ground Plus Four storied building (except owner's allocation) together with undivided proportionate share of land of the premises as described in the Schedule 'A' herein below together with common rights of the common parts portion and areas of the building and common amenities, facilities, rights and benefits of the said proposed building at as per Kolkata Municipal Corporation record at Premises No. 75, Charu Chandra Avenue, P.O. Tollygunge, P.S. Charu Market Kolkata - 700033, lying and situated within the ward No.081 of the Kolkata Municipal Corporation, within P.S. formerly Sadar-Tollygunge now Charu Market, Sub Registry office at A.D.S.R. Alipore, in the District of 24-Parganas now South 24-Parganas including all the common area as per schedule with right of easement and the undivided proportionate share in the land more fully describe in the schedule herein below :-

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- a. **INTENDING BUYERS SHALL MEAN** : all the persons, who are interested to purchase any flat/flats, and car parking spaces, from the Developer's allocation.
- b. **UNAVOIDABLE CIRCUMSTANCE SHALL MEAN** : Natural calamities, earthquake, civil disorder, political unrest by which the construction work of the proposed building can be disturbed, stopped or suspended for a considerable time.
- c. **AREA OF A FLAT MEANS** : the built up area of a flat and also proportionate share of land and common rights as per measurement of plan.

**ARTICLE-II**

**DEVELOPER'S OBLIGATIONS:**

That it is agreed by and between the parties herein that the Developer shall be entitled to construct the proposed building upon the said property by its own fund and resources or by any other funds procured by taking advance from the intending buyers, who are willing to purchase on the Developer's allocation excluding the Owner's allocation flat/flats in the said building, provided the Developer fulfill the following obligations towards the land owners.

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- a) That the Developer will construct the proposed building upon the said property as per the building plan drawn by the Owners/Developer herein.
- b) That the Developer shall have to maintain the proper sizes/specification as per building plan and also as per advice of the Architect and owners allocation given in Schedule "B" below.
- c) That the Developer shall have to appoint a professional civil Engineer or, L.B.S. or firm as Architect to supervise the construction of the building/buildings at his own cost and expenses.
- d) That the entire cost and expenses for the construction of the building including the cost of building plan will be borne by the Developer and the Developer shall have no claim or demand in any part of the said expenses from the land owners.
- e) That after completion of the said building the Developer shall have to deliver (i) one Covered Car parking Space, (ii) One self contained residential flat measuring about 758 Sq.ft. on the Third Floor (front side) in favour of Sri Samarendra Majumdar alias Samar Majumdar. (iii) One self contained residential flat measuring about 759 Sq.ft. on the Fourth Floor (front side) in

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favour of Sri Arijit Majumdar and also received an amount of Rs. 30,00,000/- (Rupees Thirty Lakh) only as forfeit money to the owners before possession being the owner's allocation which are more fully and particularly described in the Schedule "B" herein below and rest portion (except owner's allocation) of the proposed Ground Plus Four storied building to be used for any purpose together with common rights of the proportionate share of land, to get the benefit and profit thereof. The land owners shall not bear any expenses or have to pay any consideration for this development project and for getting the said flats of the construction area with proportionate share of common areas more fully described in the Schedule "C" below.

- f) That the owners' allocation of the proposed Ground Plus Four storied building mentioned in the Schedule "B" herein below will be delivered by the developer to the land owners in finished, ready and in habitable condition in all respects & with all modern amenities and fittings as mentioned in the Schedule 'D' herein below before delivery of any flats or constructed parts of the Developer's allocation to any other person.

Arijit Majumdar

- g) That the owners' allocation of the proposed Ground Plus Four storied building mentioned in the Schedule "B" herein below in favour of the land owners will be made by the developer within the next 24 months from the date of giving vacant possession of the said property provided the construction work is not affected or hampered by unavoidable circumstances.
- h) That the Developer shall have no right or shall not be entitled to sell, transfer, and/or encumber in any manner the said reserved portion of the land owners more fully described in the Schedule "B" herein below.
- i) That the Developer shall act as an independent contractor in constructing the building and undertake to keep the land owners indemnified from time to time against all 3<sup>rd</sup> party claims including any Government, Quasi Govt., Local authorities, Municipalities, Electric supply, Telephone etc. and actions arising out of any act of commission or accident such as loss of life/lives of laborers, mistress and allied natures or things in or relating to the construction of the building/ Development of the property.
- j) That the Developer shall be responsible to fulfill all the above mentioned obligations towards the land owners, failing which

Aneup Kumar P.S.

the land owners shall have every option to claim damages and/or cancel, rescind, the present agreement. That the Developer agrees to the following which the owners have also agreed.

- k) At any rate the construction of the building will be completed and owners' allocation will be delivered within 24 months from the date of giving vacant possession of the said property.
- l) That the Developer shall install separate electric meter in the names of the Owners and/or their nominee at the proposed building for the flats to be held by the Owners by the Supervisor of the Developer. The meter installation charges and security deposit if any for the same will be borne by the Land Owners.
- m) That the owners shall not be liable or responsible with regard to the nature of construction of the proposed building and for any financial transaction with the Third Parties.
- n) That the developer shall provide temporary suitable accommodation to the owner no. 1 namely Samarendra Majumdar alias Samar Majumdar and owner no. 3 namely Arijit Majumdar till the building is completed and the owners get possession of their allocated flats. The developer shall provide such accommodation at his cost and expenses and make arrangement for shifting the above owners from

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their existing residence and back and bear all expenses for shifting. That if the developer fails to deliver the possession of the owners' allocation within the stipulated period of 24 months from the date of giving vacant possession of the said property subject to the unavoidable circumstances then the developer shall be liable to pay Rs.10,000/- per month to the owners till actual delivery of possession of the owners allocation.

### **ARTICLE - III**

#### **RIGHTS AND PRIVILEGES OF THE DEVELOPER:**

- a. That save and except those portion which shall be kept reserved for the Land Owners, the Developer shall be entitled to sell and/or transfer rest self contained complete flats, i.e. developer's allocation of the proposed Ground Plus Four storied building to be used for any purpose together with common rights of the proportionate share of common areas of the said building to any intending buyer/buyers in such a price and in such terms and conditions as determined by the Developer.
- b. That the Developer shall be entitled to receive the entire consideration money from such above mentioned intending buyers against issuing proper receipt thereof.

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- c. That the Land owners shall have no right and/or liberty to interfere in those transactions made between the Developer and such intending buyer/buyers in any manner whatsoever and further the landowners shall not be entitled to claim the profit of the said Venture or part thereof.
- d. That the Developer Shall have every right to disclaim and/or relinquish any claim from the intending buyer and/or shall be entitled to settle any matter with any intending buyer in respect of payment on consideration or in any issue, in any term as the Developer may think fit and proper.
- e. That the Developer shall be entitled to execute all or any sort of Agreement with any intending flats & car parking space or spaces buyer/buyers except the owners allocation, and shall be entitled to execute all or any type of Deed of Transfer in favour of the intending buyer in respect of the flats & car parking space or spaces of the building only relating to Developer's allocation after handing over the possession of the reserved portion to the Owners and further shall be entitled to be present before the Registration Office or Offices for the registration of all those Deeds and Documents of transfer in favour of all intending buyers on behalf of itself and also on behalf of land owners and for that purpose the land owners

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will execute a Registered Power of Attorney in favour of the Developer to do all such acts and deeds required for the proposed construction and registration of the Deed of Transfer against the undemarcated impartible proportionate share of the land under Schedule "A" property in favour of the flat buyers and the land owners will ratify in favour of the flats & car parking space or spaces buyers and the land owners will ratify and confirm all those acts and deeds and also those execution and registration of deeds and documents in favour of the intending buyers and having payment or consideration of such or those being received by or paid to the developer.

f. That during the period of construction of the proposed building the Developer shall be in absolute possession for promoting and developing the said property and the land owners shall not be entitled to disturb such possession of the developer in any manner whatsoever.

g. That if any error or omission is transpired in this joint development agreement in future, the Owners shall at the cost and request of the Developer do and execute and caused to be done and executed any supplementary Deed or Deed of Rectification / Declaration in favour of the Developer.

Anand Kumar Patel

**ARTICLE-IV****LAND OWNERS OBLIGATIONS AND PRIVILEGES:**

- a) That the land owners do hereby declare that they have absolute right, title and interest upon the said landed property and do hereby further declare that the said property more fully described in the Schedule - "A" below is free from all encumbrances, disputes, litigations and in the mean time they have not received any notice and notices to the effect that the said land is affected by any Scheme of the Government of West Bengal or of the Calcutta Improvement Trust or of Kolkata Metropolitan Development Authority or of Kolkata Municipal Corporation and/or any other statutory body at the time of signing of this Agreement. So, being satisfied about the marketable title of the said property and that the same is free from all encumbrances, the Developer herein has entered into this Agreement.
- b) That the land owners shall hand over the original deeds and documents regarding the title of the land deeds, other papers and documents against proper receipts from the Developer at the time of execution and registration of joint venture agreement whenever necessary for construction, and sell of Developers allocation.

*Anup Kumar*

- c) That the land owners shall not be entitled in any way to interfere with the management of the construction of the proposed building and in the matter of transfer of the flats of the building of developer allocation to the intending buyer, but shall have absolute right & authorities to inspect the Main structural part of the building as well as the construction of Owner's portion from time to time and also get it checked by any Engineer or specialized person and any defect or deviation would be removed by the Second Party/Developer, on attention being drawn to that respect by the owners and also be it mentioned that if any deviation or alteration made by the developer because of on the request of the owners in that case the owners herein shall be fully responsible for that and completion certificate shall not be issued by the competent authority.
- d) That for smooth functioning of the Development work and for the purpose of construction of the proposed building, the land owners will execute a Registered power of Attorney at the cost of the developer in favour of the Developer empowering administrator in office to do all acts and deeds, required for the construction of the proposed building and to sell, transfer any flats of the building to any intending buyers, only relating to

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developer's allocation and further to execute and register the Deed of Transfer in respect of the flats and car parking spaces along with proportionate share of land in favour of the flats & car parking space or spaces buyers.

- e) That in the event, if a co-operative society and/or Association be formed, the land-owners shall become the member of the said Association as the case may be and shall be liable to pay and bear proportionate maintenance charges, as well as service tax and Municipal taxes in respect of their allocation and for maintenance of the common areas, facilities etc.
- f) The Landowners shall have the right to sell, transfer, flat/ flats in the said Reserved Portion more fully described in the Schedule - "B" herein below to any Third Party at their own discretion.

**ARTICLE-V**

**CANCELLATION AND ARBITRATION :**

- a. All communication in the form of letter, notice, correspondence from/to either of the parties will be made to the address written in the 1<sup>st</sup> and 2<sup>nd</sup> pages of this present and will be communicated by postal services or personal peon services and letter, notice served upon either of the parties by other after vacating the house at the changed house address.

Anup Kumar

- b. The court within District 24-Parganas (South) shall have the jurisdiction to entertain and try all actions, suit and proceedings arising out of this Agreement.
- c. Both the parties do hereby undertake to co-operate with each other in all respect to materialize the said development project within the stipulated time of 24 months from the date of sanction of the building plan.

**SCHEDULE-"A"**  
**(Description of the entire land)**

**ALL THAT** piece or parcel of Land measuring about 04 Cottahs 15 Chittacks 09 Sq.ft. be the same and/or a little more or less together with 800 sq.ft. pucca dwelling structure standing thereon, being Premises No.75, Charu Chandra Avenue, P.O. Tollygunge, P.S. Charu Market Kolkata - 700033, lying and situated within the ward No.081 of the Kolkata Municipal Corporation Vide Assessee No. 11-081-02-0161-7, within P.S. formerly Sadar Tollygunge now Charu Market, Sub Registry office at A.D.S.R. Alipore, in the District of 24-Parganas now South 24-Parganas, Being butted and bounded by:-

**ON THE NORTH** : By Premises No.60A and Premises No.60B Charu Avenue.

**ON THE EAST** : By Premises No.6A and Premises No.5B Charu Avenue.

Anand Kumar Pal

**ON THE SOUTH** : By 21 Feet Wide Road.

**ON THE WEST** : By Premises No.74A (AACHAL  
APARTMENT)

**SCHEDULE "B"**  
**(Reserved Portion/Owners' Allocation)**

**Details of owners' allocation:** after completion of the said Building in all respects, the Developer shall handover sanctioned F.A.R. of the proposed Ground Plus Four storied building as follows :-

- a) One Covered Car parking Space.
- b) One self contained residential flat measuring about 758 Sq.ft. built up/carpet area on the Third Floor (front side) in favour of Sri Sānarendra Majumdar.
- c) One self contained residential flat measuring about 759 Sq.ft. built up/carpet area on the Fourth Floor (front side) in favour of Sri Arjit Majumdar
- d) Received an amount of Rs. 30,00,000/- (Rupees Thirty Lakh) only as forfeit money memo under given below.

The owners shall get above possession including undivided proportionate share of land of the proposed Ground Plus Four storied building including undivided proportionate share of land of the premises as described in the Schedule 'A' herein above written together with common rights of the common parts portion and areas

*Anup Kumar Paul*

of the building and common amenities, facilities, rights and benefits of the said proposed building at as per Kolkata Municipal Corporation record at being 75, Charu Chandra Avenue, P.O. Tollygunge, P.S. Charu Market Kolkata 700 033, lying and situated within the Ward No. 081 of the Kolkata Municipal Corporation Vide Assessee No. 11-081-02-0161-7, within P.S. formerly Sadar Tollygunge now Charu Market, Sub Registry office at A.D.S.R. Alipore, in the District of 24-Parganas now South 24-Parganas, including all the common area as per schedule with right of easement and the undivided proportionate share in the land.

**SCHEDULE-"C"**  
**(Developer's Allocation)**

**Details of Developer's allocation :** The Developer shall get entire sanctioned F.A.R. of the proposed Ground Plus Four storied building (except owner's allocation) together with undivided proportionate share of land of the premises as described in the Schedule 'A' herein above written together with common rights of the common parts portion and areas of the building and common amenities, facilities, rights and benefits of the said proposed building at as per Kolkata Municipal Corporation record at 75, Charu Chandra Avenue, P.O. Tollygunge, P.S. Charu Market, Kolkata - 700033, lying and situated within the ward No.081 of the Kolkata Municipal Corporation Vide

Anup Kumar Pal

Assessee No. 11-081-02-0161-7, within P.S. formerly Sadar Tollygunge now Charu Market, Sub Registry office at A.D.S.R. Alipore, in the District of 24-Parganas now South 24- parganas including all the common area as per schedule with right of easement and the undivided proportionate share in the land.

**SCHEDULE - "D"**  
**(SPECIFICATION OF CONSTRUCTION AND AMENITIES)**

1. **STRUCTURE** : R.C.C. Structure with beams, columns and slabs.
2. **WALLS** : Internal of 3" thickness of No. 1 new bricks and walls should be netted, external walls of 8" thickness of No. 1 new bricks with plaster of finish.
3. **TREATMENT** : Anti - Termite treatment to be provide at Foundation & plinth level.  
Roof Treatment should be done before handover of the all Flats.
4. **FLOORING WITH** : Bed Rooms (2 Nos.) Hall/Drawing & **SKIRTING** Dining and Verandah : Marble - Good quality (Big slab)  
Kitchen : Marble, Kit floor with door sill, washing place down from kit floor (Big slab)  
Toilet & WC : Marble/Tiles (Big Slab)  
Staircase & landing : Marble (Big Slab)  
Stair Steel railing with wooden handrail.

*Pratap Kumar Pal*

**5. DOORS**

: All door frames will be made of Sal Wood 4" x 2½" Inner surface of the frame should be painted.

Entrance main door will be made of Teak Wood Panel type with Godrej Lock, Door Stopper, Sand Block & all fittings, Polish should be done, collapsible gate should be fix in front of all main doors.

Other Doors - Flush Doors ISI make hot press phenol bond flush door, 32mm in thickness (Make ISI) with Godrej lock, door stopper & all fittings.

Toilet & W.C. Doors should be flush door with PVC Sheet.

**6. DOOR FITTINGS**

: Steel type, chromium plated door ring, tower bolt (10") & Door Hinge.

**7. WINDOWS WITH M.S. GRILL**

: Aluminum sliding windows with M.S. Grill.

All metal surface (grill/panel) covered with 2 coat primer and 2 coat colour good quality make.

**8. ELECTRICAL/CABLE/ TELEPHONE**

: Concealed copper wiring will be done by fire proof wire with proper specifications (Make : Havels) and switches of Tray/Anchor. Main switches should be Havels Make.

Each apartment will be provided with Safety equipment i.e. M.C.B. (Make : Havels) must be provide for all points.

*Anup Kumar Red.*

Entrance Calling Bell for each apartment (From Ground & Main entrance)

Adequate lighting at staircase, parking space, terrace and boundar wall. Electrical arrangement to be provided in the pump room.

Maximum safety measures and checks will be provided. Materials used, including switches will confirm to ISI standard.

**9. SANITARY CONCEALED PLUMBING**

**AND :** Kitchen - Black Granite top

Cooking platform over Black stone with stainless steel sink (20" x 16") having with Chromium plated Bib Cock (1 No.) below platform 2 tire shelves by black stone should be provided including two gas cylinder space. One whole would be provided for cooking gas pipe line (Bib cock make - Parryware)

Glazed/Ceramic tiles upto 6'6" height from floor. (Tiles Make - Kazartia)

1 No. C.P. Bib Cock below sink provided for washing utensils. (Bib Cock Make - Parryware)

Total kitchen water point : 2 Nos. (which is above mentioned)

Toilet : Glazed ceramic tiles upto door height (6 feet) on wall. (Tiles Make - Kazartia)

*Anup Kumar Pal*

Complete set commode (Make Parryware)  
 Wash Basin (White) with fittings of  
 Parryware make 2 Nos. C.P. Pillar Cock  
 (Make - parryware) (Wash Basin may fix  
 outside of the Toilet)

Total Toilet Water Point : Wash Basin -  
 2, Tap-4, Mixture - 1 for concealed bath  
 line with C.P. Bib Cock (which is above  
 mentioned)

W.C. - Glazed ceramic tiles upto door  
 height (6 feet) on wall. (Tiles Make -  
 Kazaria)

Complete set (with seat cover) of  
 commodes/western style 1 no. (white  
 with 1 no. C.P. Pillar Cock (Make -  
 Parryware)

Concealed shower lines with C.P. Bib  
 Cock (Make Parryware)

Toilet W.C. Water Point : 2 Nos. (which  
 is above mentioned)

Roof and Garage : Water point 2 Nos.  
 each.

External plumbing line :  
 Finolux/supreme/oriplast make.

All sanitary ware and fittings will  
 confirm to ISI standards. Adequate care  
 will be taken to deliver quality materials  
 and workmanship.

#### 10. WATER SUPPLY

: Overhead R.C.C./Brick/P.V.C. reservoir

*Anup Kumar Lal*

and underground reservoir with KMC water line to be provided.

Electric Pump and Motor with starter to be installed by Developer at ground level within a suitable placed for lifting water to overhead reservoir. Pump make - Hixson & Motor make - compition.

#### 11. PAINTING

: External Finish - All external walls covered with 2/3 coats weathercoat of Good Brand/Berger. Total staircase are should be done with Pop Garage area paint by Weathercoat.

Whetherproof paint and other decorative finish as per architect scheme.

Internal finish : All covered area i.e. Bed, Liv & Din, Kitchen, Toilet & WC should be done by Plaster of paris (Pop).

#### 12. STAIRCASE GATE

: Developer shall provide a steel collapsible gate at the entrance of the staircase room at the ground floor level.

#### 13. VERANDAH

: Half covered grill for both verandahs.

#### 14. FACILITY

: Watchmen Room.

Letter box for individuals, concealed cable TV and Telephone line.

#### ELECTRIC POINTS :

Bed Rooms each	5 Points
Bed Rooms each - 5Amp	2 Points

Arun Kumar Pkt.

Kitchen	4 Points
Kitchen – 5 Amp & 15 Amp	1 Point each
Toilet	3 Points each
Verandah	2 Points
Verandah – 5 Amp	1 Point
Drawing/Dinning	5 Points
Drawing/Dinning 5 Amp & 15 Amp	3 Points and 1 Point
Power Point (15 Amps)	3 Points
A.C. Point (each Bed Room)	1 Point

**PAINTING** : All Door front side tick polishes.

**WATER SUPPLY** : Municipal Water supply from common overhead reservoir.

**ELECTRIC SUPPLY** : The security deposit with CESC and cost of obtaining Electric connections/installation will be on account of the Owners.

Arun Kumar Sol

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signature and seal on this day month and year first above written.

**SIGNED & DELIVERED**

In the presence of :

WITNESSES :-

1) Rajat Gule.  
2, Barten Park.  
Bashyati - G 1 Block.  
Kol - 88

2) Jyotsna Kojander  
75 Chora Ch. Ave  
Kol - 33



LT1 OF SAMARENDRAMAJUMDAR  
alias SAMAR MAJUMDAR by the  
pen of

Jyotsna Kojander  
Anup Kumar  
Brijit Majumdar

**SIGNATURE OF THE OWNERS**

For ESQUIRE CONSTRUCTION  
Anup Kumar Pk.  
Partner

**SIGNATURE OF THE DEVELOPER**  
Represented by its authorized representative

Drafted and prepared by me :-

Anant K. Mitra

Advocate  
Reg No - WB-1682-A1-2002.  
HIGH COURT

**MEMO OF CONSIDERATION**

**RECEIVED** from the withinnamed Developer the within mentioned sum of **Rs.30,00,000/- (Rupees Thirty Lakh) only** as forfeit money as follows :-

By RTGS dated 06.03.2024 drawn on Punjab National Bank, Ekdalia Branch in favour of Samarendra Majumdar alias Samar Majumdar.	Rs.2,50,000/-
By RTGS dated 06.03.2024 drawn on Punjab National Bank, Ekdalia Branch in favour of Swarup Majumdar.	Rs.2,50,000/-
By Cheque No. 348082 dated 11.03.2024 drawn on Punjab National Bank, Ekdalia Branch in favour of Swarup Majumdar.	Rs. 10,00,000/-
By RTGS dated 06.03.2024 drawn on Punjab National Bank, Ekdalia Branch in favour of Arijit Majumdar.	Rs. 5,00,000/-
By Cheque No. 348081 dated 11.03.2024 drawn on Punjab National Bank, Ekdalia Branch in favour of Arijit Majumdar.	Rs. 10,00,000/-

**Total : Rs.30,00,000/-**  
=====

**(Rupees Thirty Lakh) only.**

**WITNESSES :-**

1. *Rajendra Sube*  
*Kolkata*

2. *Jadsoni Majumdar*  
*Kol-33*



L.T.I of Samarendra  
Majumdar alias Samar  
Majumdar by the pen of  
*Jadsoni Majumdar*

*Swarup Majumdar*  
*Arijit Majumdar*

**SIGNATURE OF THE OWNERS**

# ESQUIRE CONSTRUCTION

2/61A, SREE COLONY, KOLKATA - 700 092, Ph-9883142371 / 9433082316

Ref. No.: 01/2024.

Date : 20<sup>th</sup> February, 2024  
:.....

## SPECIAL BOARD MEETING

Agenda of the Meeting : Appointment of Authorised Representative of the company in connection with Develop a property i.e. **ALL THAT** piece or parcel of Land measuring about 04 Cottahs 15 Chittacks 09 Sq.ft. be the same and/or a little more or less together with 800 sq.ft. pucca dwelling structure standing thereon, being Premises No.75, Charu Chandra Avenue, P.O. Tollygunge, P.S. Charu Market Kolkata – 700033 free from all encumbrances.

Venue & Time of the Meeting : 2/61A, Sree Colony, Kolkata – 700092 at about 6.30 p.m.

It resolved from the Special Board Meeting that the Partners are intending to Develop **ALL THAT** piece or parcel of Land measuring about 04 (four) Cottahs 15 (fifteen) Chittacks 09 (nine) Sq.ft. be the same and/or a little more or less together with 800 sq.ft. pucca dwelling structure standing thereon, being Premises No.75, Charu Chandra Avenue, P.O. Tollygunge, P.S. Charu Market Kolkata – 700033 by (1) **SRI SAMARENDRA MAJUMDAR alias SAMAR MAJUMDAR, (PAN : AICPM2020J), (Aadhaar No. 2261 8629 7576)**, son of Late Shyamalendu Majumdar, residing at 10/75, 2<sup>nd</sup> floor, Charu Chandra Avenue, Charu Market, Post Office – Tollygunge, Police Station – Charu Market, Kolkata – 700033, (2) **SRI SWARUP MAJUMDAR, (PAN – AESPM3146F & Aadhaar No. 7937 2361 7498)**, son of Late Shyamalendu Majumdar, residing at Block – J, Flat No. 8, Sahapur Govt. Housing Estate, Post Office – Sahapur, Police Station – New Alipore, Kolkata – 700033, (3) **SRI ARIJIT MAJUMDAR, (PAN : ARPRM3211F), (Aadhaar No. 9808 8991 6520)**, son of Late Bimalendu Majumdar, residing at 10/75, Charu Chandra

Contd...P/2

# ESQUIRE CONSTRUCTION

2/61A, SREE COLONY, KOLKATA - 700 092, Ph-9883142371 / 9433082316

Ref. No. :

[2]

Date :.....

Avenue, Ground Floor, Post office – Tollygunge, Police Station – Charu Market, Kolkata – 700033 after cancellation/revocation of Registered Development Agreement and Development Power of Attorney both were registered on 03.04.2019 at District Sub-Registrar – I, Alipore, 24 Parganas (South) Between the above Landowners and M/S. SREE RAM NIRMAN PVT. LTD. (PAN - AAUCS1793D) a company, represented by its Director SRI RAJIB DEY, (PAN : ADSPD1437F), (Aadhaar No. 2224 8470 3553) son of Sri Subhas Chandra Dey.

All the partners of this firm are unanimously accept and nominate Sri Anup Kumar Pal, (PAN – AFUPP1863P, Aadhaar No. 9770 6900 7341) son of Late Sushil Chandra Pal, one of the partner/member of the firm is authorised to execute and register new Development Agreement and Development Power of Attorney with the above abovenamed landowners with specific terms and conditions immediately after cancellation/revocation of previous Development Agreement and Development Power of Attorney both dated 03.04.2019 as above free from all encumbrances.

Seal and Signature of the Members with designation :-

For ESQUIRE CONSTRUCTION

*Bijoya Chandra*  
Partner











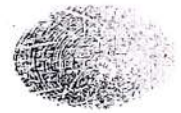

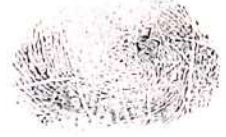
For ESQUIRE CONSTRUCTION

*Kanak Ghattacharya*  
Partner























For ESQUIRE CONSTRUCTION

*Anup Kumar Pal*  
Partner

**SPECIMEN FORM FOR TEN FINGERPRINTS**

 LT/1 OF SAHARENDRA HAJUMBAR SAHARHAJUMBAR 	by the pen of: <i>Saharendra HAJUMBAR</i>						Little Thumb
	by the pen of: <i>Saharendra HAJUMBAR</i>						Little Thumb

# SPECIMEN FORM FOR TEN FINGERPRINTS

	<i>Prjit Mejjunder</i>					
		<b>Little</b>	<b>Ring</b>	<b>Middle</b>	<b>Fore</b>	<b>Thumb</b>
		<b>(Left Hand)</b>				
						
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b>	<b>Ring</b>	<b>Little</b>
		<b>(Right Hand)</b>				
	<i>Anup Kumar H.</i>					
		<b>Little</b>	<b>Ring</b>	<b>Middle</b>	<b>Fore</b>	<b>Thumb</b>
		<b>(Left Hand)</b>				
						
		<b>Thumb</b>	<b>Fore</b>	<b>Middle</b>	<b>Ring</b>	<b>Little</b>
		<b>(Right Hand)</b>				



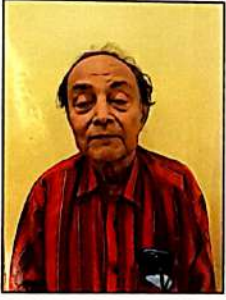



Government of West Bengal



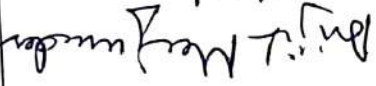


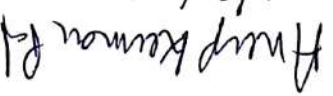



Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue  
OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16012000653820/2024

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Shri Samar Majumdar Alias Samarendra Majumdar 10/75 2nd Floor Charu Chandra Avenue, City:- Not Specified, P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033	Land Lord			LTI OF SAMARENDRA MAJUMDAR alias SAMAR MAJUMDAR by the pen of : Samar Majumdar
2	Shri Swarup Majumdar Block J Flat 8 Sahapur Govt Housing Estate, City:- Not Specified, P.O:- Sahapur, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700033	Land Lord			Swarup Majumdar

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Shri Arijit Majumdar 10/75 Charu Chandra Avenue Ground Floor, City:- Not Specified, P.O:- Tollygunge, P.S:- Charu Market, District:- South 24-Parganas, West Bengal, India, PIN:- 700033	Land Lord			 11/03/2024
4	Shri Anup Kumar Pal Regent Fort P14 Regent Estate, Flat No: 3A, City:- Not Specified, P.O:- Regent Estate, P.S:-Regent Park, District:-South 24- Parganas, West Bengal, India, PIN:- 700092	Representative of Developer [Esquire Constructions]			 11/3/24
5	Shri Anup Kumar Pal Regent Fort P14 Regent Estate, Flat No: 3A, City:- Not Specified, P.O:- Regent Estate, P.S:-Regent Park, District:-South 24- Parganas, West Bengal, India, PIN:- 700092	Agent by Authenticated Power of [Smt Bijoya Guha], [Smt Kanak Bhattacharya]			 11/3/24

Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Smt Indrani Mujumdar Wife of Shri Samarendra Alias Samar Majumdar 10/75 Charu Chandra Avenue 2nd Floor, City:- Not Specified, P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033	Shri Samar Majumdar, Shri Swarup Majumdar, Shri Arijit Majumdar, Smt Bijoya Guha, Smt Kanak Bhattacharya, Shri Anup Kumar Pal, Shri Anup Kumar Pal			 11.3.2024

(Md Tabis Ansari)

DISTRICT SUB-  
REGISTRAR

OFFICE OF THE D.S.R. - I  
SOUTH 24-PARGANAS  
South 24-Parganas, West  
Bengal



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



192023240416684268

GRN Details

GRN: 192023240416684268 Payment Mode: SBI Epay  
GRN Date: 09/03/2024 14:41:16 Bank/Gateway: SBIEpay Payment Gateway  
BRN : 2040286926033 BRN Date: 09/03/2024 14:41:28  
Gateway Ref ID: 51847239 Method: Axis Bank-Retail NB  
GRIPS Payment ID: 090320242041668425 Payment Init. Date: 09/03/2024 14:41:16  
Payment Status: Successful Payment Ref. No: 2000653820/2/2024  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: Mr AMIT KUMAR MITRA  
Address: 10, OLD POST OFFICE STREET, HARE STREET, KOLKATA - 700001  
Mobile: 9239251293  
Period From (dd/mm/yyyy): 09/03/2024  
Period To (dd/mm/yyyy): 09/03/2024  
Payment Ref ID: 2000653820/2/2024  
Dept Ref ID/DRN: 2000653820/2/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000653820/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	19921
2	2000653820/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	30021
			<b>Total</b>	<b>49942</b>

IN WORDS: FORTY NINE THOUSAND NINE HUNDRED FORTY TWO ONLY.

**PAID**

### Major Information of the Deed

Deed No :	I-1601-00494/2024	Date of Registration	12/03/2024
Query No / Year	1601-2000653820/2024	Office where deed is registered	
Query Date	08/03/2024 6:29:22 PM	D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Amit Kumar Mitra 10, Old Post Office Street, Mezzanine Floor, Left Block, Room No. 7, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9239251293, Status :Advocate		
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 : 30,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,40,83,198/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,021/- (Article:48(g))	Rs. 30,053/- (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:- Charu Market, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Charu Chandra Avenue, , Premises No: 75, , Ward No: 081 Pin Code : 700033

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	4 Katha 15 Chatak 9 Sq Ft	1/-	1,35,43,198/-	Width of Approach Road: 21 Ft.,
<b>Grand Total :</b>				<b>8.1675Dec</b>	<b>1 /-</b>	<b>135,43,198 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	800 Sq Ft.	1/-	5,40,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 800 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 4 Years, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>800 sq ft</b>	<b>1 /-</b>	<b>5,40,000 /-</b>	

**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Shri Samar Majumdar, (Alias: Samarendra Majumdar)</b> Son of Late Shyamalendu Majumdar 10/75 2nd Floor Charu Chandra Avenue, City:- Not Specified, P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: aixxxxx0j, Aadhaar No: 22xxxxxxxx7576, Status :Individual, Executed by: Self, Date of Execution: 11/03/2024 , Admitted by: Self, Date of Admission: 11/03/2024 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 11/03/2024 , Admitted by: Self, Date of Admission: 11/03/2024 ,Place : Pvt. Residence
2	<b>Shri Swarup Majumdar</b> Son of Late Shyamalendu Majumdar Block J Flat 8 Sahapur Govt Housing Estate, City:- Not Specified, P.O:- Sahapur, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700033 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: aexxxxx6f, Aadhaar No: 79xxxxxxxx7498, Status :Individual, Executed by: Self, Date of Execution: 11/03/2024 , Admitted by: Self, Date of Admission: 11/03/2024 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 11/03/2024 , Admitted by: Self, Date of Admission: 11/03/2024 ,Place : Pvt. Residence
3	<b>Shri Arijit Majumdar</b> Son of Late Bimalendu Majumdar 10/75 Charu Chandra Avenue Ground Floor, City:- Not Specified, P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: arxxxx1f, Aadhaar No: 98xxxxxxxx6520, Status :Individual, Executed by: Self, Date of Execution: 11/03/2024 , Admitted by: Self, Date of Admission: 11/03/2024 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 11/03/2024 , Admitted by: Self, Date of Admission: 11/03/2024 ,Place : Pvt. Residence

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Esquire Constructions</b> 2/61A Shree Colony, City:- Not Specified, P.O:- Regent Estate, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092 , PAN No.:: aaxxxxx6k,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Agent by Authenticated Power Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Shri Anup Kumar Pal,</b> Son of Late Sushil Chandra Pal Regent Fort P14 Regent Estate, Flat No: 3A, City:- Not Specified, P.O:- Regent Estate, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700092, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: afupp1863p, Aadhaar No: 97xxxxxxxx7341 Status : Agent by Authenticated Power, Agent by Authenticated Power of : Smt Bijoya Guha, Smt Kanak Bhattacharya

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Smt Bijoya Guha</b> Daughter of Late Baidya Nath Nandi 1 Eastern Park Baghajatin, City:- Not Specified, P.O:- Baghajatin, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: adxxxxxx2p, Aadhaar No: 68xxxxxxxx3853 Status : Representative, Representative of : Esquire Constructions (as Partner)
2	<b>Smt Kanak Bhattacharya</b> Daughter of Late Megh Lal Saha P14 Regent Estate, Flat No: 3A, City:- Not Specified, P.O:- Regent Estate, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700092, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: aexxxxxx0h, Aadhaar No: 46xxxxxxxx9987 Status : Representative, Representative of : Esquire Constructions (as Partner)
3	<b>Shri Anup Kumar Pal (Presentant )</b> Son of Late Sushil Chandra Pal Regent Fort P14 Regent Estate, Flat No: 3A, City:- Not Specified, P.O:- Regent Estate, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700092, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: afxxxxxx3p, Aadhaar No: 97xxxxxxxx7341 Status : Representative, Representative of : Esquire Constructions (as Partner)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Smt Indrani Majumdar</b> Wife of Shri Samarendra Alias Samar Majumdar 10/75 Charu Chandra Avenue 2nd Floor, City:- Not Specified, P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033			

Identifier Of Shri Samar Majumdar, Shri Swarup Majumdar, Shri Arijit Majumdar, Smt Bijoya Guha, Smt Kanak Bhattacharya, Shri Anup Kumar Pal, Shri Anup Kumar Pal

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Shri Samar Majumdar	Esquire Constructions-2.7225 Dec
2	Shri Swarup Majumdar	Esquire Constructions-2.7225 Dec
3	Shri Arijit Majumdar	Esquire Constructions-2.7225 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Shri Samar Majumdar	Esquire Constructions-266.66666700 Sq Ft
2	Shri Swarup Majumdar	Esquire Constructions-266.66666700 Sq Ft
3	Shri Arijit Majumdar	Esquire Constructions-266.66666700 Sq Ft

**Endorsement For Deed Number : I - 160100494 / 2024**

**On 11-03-2024**

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

Presented for registration at 18:45 hrs on 11-03-2024, at the Private residence by Shri Anup Kumar Pal ,.

**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 1,40,83,198/-

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

Execution is admitted on 11/03/2024 by 1. Shri Samar Majumdar, Alias Samarendra Majumdar, Son of Late Shyamalendu Majumdar, 10/75 2nd Floor Charu Chandra Avenue, P.O: Tollygunge, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by Profession Retired Person, 2. Shri Swarup Majumdar, Son of Late Shyamalendu Majumdar, Block J Flat 8 Sahapur Govt Housing Estate, P.O: Sahapur, Thana: New Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by Profession Retired Person, 3. Shri Arijit Majumdar, Son of Late Bimalendu Majumdar, 10/75 Charu Chandra Avenue Ground Floor, P.O: Tollygunge, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by Profession Retired Person

Indetified by Smt Indrani Mujumdar, , , Wife of Shri Samarendra Alias Samar Majumdar, 10/75 Charu Chandra Avenue 2nd Floor, P.O: Tollygunge, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by profession House wife

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

Execution is admitted on 11-03-2024 by Shri Anup Kumar Pal, Partner, Esquire Constructions (Partnership Firm), 2/61A Shree Colony, City:- Not Specified, P.O:- Regent Estate, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092

Indetified by Smt Indrani Mujumdar, , , Wife of Shri Samarendra Alias Samar Majumdar, 10/75 Charu Chandra Avenue 2nd Floor, P.O: Tollygunge, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by profession House wife

**Admitted by Authenticated power**

Execution is admitted by Shri Anup Kumar Pal, , Son of Late Sushil Chandra Pal, Regent Fort P14 Regent Estate, Flat No: 3A, P.O: Regent Estate, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by profession Business as agent for Smt Bijoya Guha , Daughter of Late Baidya Nath Nandi, 1 Eastern Park Baghajatin, P.O: Baghajatin, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by profession Business;

Partner, Esquire Constructions (Partnership Firm), 2/61A Shree Colony, City:- Not Specified, P.O:- Regent Estate, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092, Smt Kanak Bhattacharya , Daughter of Late Megh Lal Saha, P14 Regent Estate, Flat No: 3A, P.O: Regent Estate, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by profession Business;

Partner, Esquire Constructions (Partnership Firm), 2/61A Shree Colony, City:- Not Specified, P.O:- Regent Estate, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092

under a power no 1 for 2024 authenticated by Esquire Constructions

Indetified by Smt Indrani Mujumdar, , , Wife of Shri Samarendra Alias Samar Majumdar, 10/75 Charu Chandra Avenue 2nd Floor, P.O: Tollygunge, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by profession House wife



**Md Tabis Ansari**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - I SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

On 12-03-2024

**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.

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 30,053.00/- ( B = Rs 30,000.00/- ,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 30,021/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 09/03/2024 2:41PM with Govt. Ref. No: 192023240416684268 on 09-03-2024, Amount Rs: 30,021/-, Bank: SBI EPay ( SBIEPay), Ref. No. 2040286926033 on 09-03-2024, Head of Account 0030-03-104-001-16  
**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 19,921/-  
Description of Stamp

1. Stamp: Type: Impressed, Serial no 30321, Amount: Rs.100.00/-, Date of Purchase: 28/02/2024, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 09/03/2024 2:41PM with Govt. Ref. No: 192023240416684268 on 09-03-2024, Amount Rs: 19,921/-, Bank: SBI EPay ( SBIEPay), Ref. No. 2040286926033 on 09-03-2024, Head of Account 0030-02-103-003-02



Md Tabis Ansari

DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1601-2024, Page from 18683 to 18734  
being No 160100494 for the year 2024.



*md tabis ansari*

Digitally signed by MD TABIS ANSARI  
Date: 2024.03.18 13:13:28 +05:30  
Reason: Digital Signing of Deed.

(Md Tabis Ansari) 18/03/2024  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS  
West Bengal.

DATED THIS 11<sup>th</sup> DAY OF MARCH, 2024

**BETWEEN**

- 1) SRI SAMARENDRA MAJUMDAR  
ALIAS SAMAR MAJUMDAR
- 2) SRI SWARUP MAJUMDAR
- 3) SRI ARIJIT MAJUMDAR

..... Landlords/Owners/First Part

**A N D**

M/S. ESQUIRE CONSTRUCTIONS

.... Developer/Second Part

# Agreement for Development

**Mr. Amit Kumar Mitra**

Advocate

High Court, Calcutta

Registered in the Office at

D.S.R. – I, South 24 Parganas

Book No. I, Volume No. 1601-2024

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Being No. 160100494

for the year 2024