

9668/24

T- 9682/24



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

Y 780226

SDA
 P. NO. 2003095056/2024
 6.12.24
 10:55 AM

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

SDA

Adsl. District Sub-Registrar
 Behala, South 24 Parganas

06 DEC 2024

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT made on this 6th day of December Two Thousand Twenty-Four (2024) A.D

BETWEEN

RESIDUAL CONSTRUCTION
 Anshika Ghoshan
 Proprietor

Major Information of the Deed

Deed No :	I-1607-09682/2024	Date of Registration	06/12/2024
Query No / Year	1607-2003095056/2024	Office where deed is registered	
Query Date	06/12/2024 9:28:46 AM	A.D.S.R. BEHALA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Sandip Ghughu 12A, Swamiji Road, Thana : Behala, District : South 24-Parganas, WEST BENGAL, PIN - 700060, Mobile No. : 8290094486, Status :Buyer/Claimant		
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 : 19,50,000/-]		
Set Forth value	Market Value		
Rs. 1,44,50,000/-	Rs. 1,44,91,423/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,021/- (Article-48(g))	Rs. 19,521/- (Article:E, E. B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



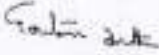


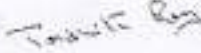



District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mahatma Gandhi Rd, Road Zone : (J.L. Sarani – Kabar Danga More (Premises Located on M.G.Road)) , , Premises No: 70, , Ward No: 143 Pin Code : 700104

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		6 Katha 14 Chatak	1,28,50,000/-	1,28,90,623/-	Property is on Road
Grand Total :					11.3438Dec	128,50,000 /-	128.90,623 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1934 Sq Ft.	14,50,000/-	14,50,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 967 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 967 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L1	501 Sq Ft.	1,50,000/-	1,50,300/-	Structure Type: Structure
Gr. Floor, Area of floor : 501 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		2435 sq ft	16,00,000 /-	16,00,800 /-	




Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr GAUTAM DUTTA, (Alias: Mr Gautam Kumar Dutta) Son of Late Dharendra Nath Dutta Executed by: Self, Date of Execution: 06/12/2024 , Admitted by: Self, Date of Admission: 06/12/2024 ,Place : Office		 Captured	
	,lakua Bidhan Pally,, City:- Not Specified, P.O:- Joka, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX8 , PAN No.:: AExxxxxx7P, Aadhaar No: 88xxxxxxxx6593, Status :Individual, Executed by: Self, Date of Execution: 06/12/2024 , Admitted by: Self, Date of Admission: 06/12/2024 ,Place : Office			
2	Name	Photo	Finger Print	Signature
	Ms TRISUITA ROY		 Captured	
	16A, Kalikumar Banerjee Lane,, City:- Kolkata, P.O:- Cossipore, P.S:-Chitpur, District:-Kolkata, West Bengal, India, PIN:- 700002 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX5 , PAN No.:: AJxxxxxx6K, Aadhaar No: 43xxxxxxxx8047, Status :Individual, Executed by: Self, Date of Execution: 06/12/2024 , Admitted by: Self, Date of Admission: 06/12/2024 ,Place : Office			
3	Name	Photo	Finger Print	Signature
	Mr SWAPAN KUMAR BANIK Son of Late Megh Lal Banik Executed by: Self, Date of Execution: 06/12/2024 , Admitted by: Self, Date of Admission: 06/12/2024 ,Place : Office		 Captured	
	,1 Santibari, Bidhan Pally,, City:- Not Specified, P.O:- Joka, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: IndiaDate of Birth:XX-XX-1XX9 , PAN No.:: ARxxxxxx0A, Aadhaar No: 51xxxxxxxx9875, Status :Individual, Executed by: Self, Date of Execution: 06/12/2024 , Admitted by: Self, Date of Admission: 06/12/2024 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Majumder Construction 73, Mahatma Gandhi Road, Bidhan Pally., City:- Not Specified, P.O:- Joka, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Date of Incorporation:XX-XX-1XX9 , PAN No.:: BGxxxxxx4G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr PRATIK MAJUMDER (Presentant) Son of Mr Prasanta Majumder Date of Execution - 06/12/2024, , Admitted by: Self, Date of Admission: 06/12/2024, Place of Admission of Execution: Office	 <small>Rev: 6/2024 11:25AM</small>	 Captured <small>LTI 06/12/2024</small>	 <small>06/12/2024</small>
73, M G Road, Bidhan Pally., City:- Not Specified, P.O:- Joka, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.:: BGxxxxxx4G, Aadhaar No: 83xxxxxxxx1551 Status : Representative, Representative of : Majumder Construction (as proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Swaraj Naskar Son of Late M Naskar M.g. Road, City:- Not Specified, P.O:- Joka, P.S:-Thakurpukur, District:-South 24 -Parganas, West Bengal, India, PIN:- 700104	 <small>06/12/2024</small>	 Captured <small>06/12/2024</small>	 <small>06/12/2024</small>
Identifier Of Mr GAUTAM DUTTA, Mrs TRISHITA ROY, Mr SWAPAN KUMAR BANIK, Mr PRATIK MAJUMDER			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr GAUTAM DUTTA	Majumder Construction-2 Katha 10 Chatak 30 Sq Ft
2	Mrs TRISHITA ROY	Majumder Construction-1 Katha 5 Chatak 15 Sq Ft
3	Mr SWAPAN KUMAR BANIK	Majumder Construction-2 Katha 14 Chatak
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr GAUTAM DUTTA	Majumder Construction-967.00000000 Sq Ft
2	Mrs TRISHITA ROY	Majumder Construction-967.00000000 Sq Ft
Transfer of property for S2		
Sl.No	From	To. with area (Name-Area)
1	Mr SWAPAN KUMAR BANIK	Majumder Construction-501.00000000 Sq Ft

Endorsement For Deed Number : I - 160709682 / 2024

On 06-12-2024

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.

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

Presented for registration at 10:55 hrs on 06-12-2024, at the Office of the A.D.S.R. BEHALA by Mr. PRATIK MAJUMDER .

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 1,44,91,423/-

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

Execution is admitted on 06/12/2024 by 1. Mr GAUTAM DUTTA, Alias Mr Gautam Kumar Dutta, Son of Late Dharendra Nath Dutta, ,Jakuia Bidhan Pally., P.O: Joka, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700104, by caste Hindu, by Profession Business, 2. Mrs TRISHITA ROY, Daughter of Late Tapan Dutta, 16A, Kalikumar Banerjee Lane., P.O: Cossipore, Thana: Chitpur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700002, by caste Hindu, by Profession Service, 3. Mr SWAPAN KUMAR BANIK, Son of Late Magh Lal Banik, ,1 Santibari, Bidhan Pally., P.O: Joka, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700104, by caste Hindu, by Profession Retired Person

Identified by Mr Swaraj Naskar, , Son of Late M Naskar, M.g. Road, P.O: Joka, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700104, by caste Hindu, by profession Business

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

Execution is admitted on 06-12-2024 by Mr PRATIK MAJUMDER, proprietor, Majumder Construction (Sole Proprietorship), 73, Mahatma Gandhi Road, Bidhan Pally., City:- Not Specified, P.O:- Joka, P.S.-Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN - 700104

Identified by Mr Swaraj Naskar, , Son of Late M Naskar, M.g. Road, P.O: Joka, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700104, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 19,521.00/- (B = Rs 19,500.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 19,521/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/12/2024 10:11AM with Govt. Ref. No: 192024250304786348 on 06-12-2024, Amount Rs: 19,521/-, Bank: SBI EPay (SBIEPay), Ref. No. 2096849714513 on 06-12-2024, Head of Account 0030-03-104-001-16

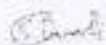
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 19,021/-

Description of Stamp

1. Stamp. Type: Impressed, Serial no 2955, Amount: Rs.1,000.00/-, Date of Purchase: 21/11/2024, Vendor name: B K SAHA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/12/2024 10:11AM with Govt. Ref. No: 192024250304786348 on 06-12-2024, Amount Rs: 19,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 2096849714513 on 06-12-2024, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1607-2024, Page from 270513 to 270559
being No 160709682 for the year 2024.



S. Chakraborty

Digitally signed by SOURAV CHAKRABORTY
Date: 2024.12.09 13:42:42 +05:30
Reason: Digital Signing of Deed.

(Sourav Chakraborty) 09/12/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

1) **SRI GAUTAM DUTTA** (Aadhaar No.8828 1021 6593) (PAN: **AESPD5507P**) alias **GAUTAM KUMAR DUTTA** son of Late Dhirendra Nath Dutta and Late Hena Rani Dutta, by faith- Hindu, by Occupation- Business, residing at Kalua, Bidhan Pally, P.O- R.C.Thakurani, Police Station- Haridevpur, Kolkata- 700104 2) **MRS. TRISHITA ROY** (having PAN: **AJMPR1966K**) (Aadhaar No. **4338 8096 8047**) Daughter of Sri Tapan Dutta, wife of Sri Arindam Roy, by faith- Hindu, by occupation- Service, residing at 16A Kalikumar Banerjee Lane, P.O- Cossipore, Police Station- Chitpore, Kolkata- 700002 3) **SRI SWAPAN KUMAR BANIK** (PAN - **ARDPB8510A**) (Aadhaar No. 5166 8919 9875) son of Late Megh Lal Banik, by Faith - Hindu, by Occupation - Retired person, by Nationality- Indian, residing at 1, Santibari, Bidhan Pally, P.S - Haridevpur, Kolkata - 700104, District South 24-Parganas, State of West Bengal,, hereinafter jointly called and referred as to the **LANDOWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, executors, administrators, representatives and assigns) of the **ONE PART**.

AND

MAJUMDER CONSTRUCTION (having PAN- **BGTPM6604G**), A Proprietorship Concern, having its registered office at, 73, M.G. Road, Bidhan Pally, P.O.- R.C. Thakurani, Police Station- Haridevpur, Kolkata- 700104, District:- South 24-Parganas, represented by its Sole Proprietor **MR PRATIK MAJUMDER** (having PAN- **BGTPM6604G**), (Aadhaar - 8301 0212 1551) son of Mr. Prasanta Majumder, faith Hindu, by Nationality Indian, by occupation - Business, Residing at, 73, M.G. Road, Bidhan Pally, P.O.- R.C. Thakurani, Police Station - Haridevpur, Kolkata- 700104, District:- South 24-Parganas, hereinafter referred to as "**The DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its, executors, successors, administrators, representatives and/or assigns) of the **OTHER PART**

I. WHEREAS at all material point of time one **Smt. Priyabala Gupta**, had purchased **ALL THAT** piece and parcel of Bastu land measuring about 34 decimal out of 70 decimal lying and situates at Mouza- Purba Barisha, Pargana- Khaspur, J.L. NO. 23, R.S NO. 43, Touzi No. 1-5, C.S Khatian No. 31, 32, 33 under C.S Dag No.

MAJUMDER CONSTRUCTION
Pratik Majumder
Proprietor

2186, Police Station- Behala, District Sub Registry Office - Alipore, District - 24 Parganas from it's the then owner namely **Smt. Aruna Bala Sengupta** wife of Satish Chandra Sengupta and others, through a registered deed of sale written in Bengali, registered before the Sub Registrar at Behala and recorded therein Book NO. I Volume No. 6 Pages 11 to 16 being deed no. 131 for the year 1953.

AND WHEREAS after purchasing the same said Priya Bala Gupta sold, transferred **ALL THAT** piece and parcel of Bastu land measuring about 4 Cottah 00 Chittack 00 sq.ft equivalent to 7 decimal out of 34 decimal lying and situates at Mouza- Purba Barisha, Pargana- Khaspur, J.L. NO. 23, R.S NO. 43, Touzi No. 1-5, C.S Khatian No. 31, 32 & 33 under **C.S Dag no. 2186**, Police Station- Behala, District Sub Registry Office - Alipore at Behala, In the District - 24 Parganas, to and in favour of mother of the Donor herein namely **HENA RANI DUTTA (since deceased)** wife of Dharendra Nath Dutta. The said deed of sale was registered before the Sub Registrar at Behala and recorded therein Book NO. I Volume NO. 20 Pages 163 to 170 being deed no. 1390 for the year 1955.

AND WHEREAS thereafter the said land came under Revenue Settlement and **C.S Dag NO. 2186 changed to R.S. Dag No. 2186/2446** under new R.S Khatian No. 1976, in Mouza- Purba Barisha, J.L. No. 23, R.S NO. 43, P.S- Behala, in the District 24 Parganas.

AND WHEREAS on purchasing the same said **HENA RANI DUTTA** started enjoying the aforesaid land by constructing building thereon and during her life time she executed and registered a deed of family settlement in respect of her aforesaid property in favour of her two sons namely **Sri Tapan Dutta, Sri Gautam Dutta** alias Goutam Dutta alias Gautam Kumar Dutta and one grandson namely **Utsab Dutta (since deceased)** son of Sri Gautam Dutta. The said family settlement deed is registered before the **District Sub Registrar at Alipore and recorded therein Book No. I Volume NO. 196 Pages 40 to 52 being deed no. 10655 for the year 1993.** But inadvertently in the said deed, in all places where Dag number is mentioned including four schedule **C.S Dag NO. 2186 corresponding to R.S Dag no. 2186/2446 is wrongly typed as**

MAJUMDER CONSTRUCTION
Pratibha Majumder
 Proprietor

Dag No. 218 only and **(C.S) Khatian No. 31, 32 & 33** has been wrongly typed as Khatian No. 32/33 under **Khatian No. 31**, Police Station- Behala then Thakurpukur, in the District - South 24 Parganas, though in the site plan annexed with the said deed, it was mentioned as Dag No. 2186.

AND WHEREAS in the meanwhile, said land was assessed in Latest Survey of Land and Revenue and it is recorded under Mouza- Purba Barisha, J.L. No. 23 now 123, R.S & L.R Dag No.2186/2446, new L.R Khatian No. 8210 in the name of said Hena Rani Dutta.

AND WHEREAS subsequently said land also came within the purview of the Kolkata Municipal Corporation under Ward No. 143 and in the records of K.M.C and the premises is recorded as K.M.C Premises No. 70 Mahatma Gandhi Road, Police Station- Haridevpur, Kolkata- 700104, in respect of Assessee No. 71-143-1401-48-8.

AND WHEREAS in the meantime said Hena Rani Dutta died on 31.01.1999 and as per terms of the said registered deed of family settlement being deed no. 10655 for the year 1993 said Tapan Dutta, Goutam Dutta alias Gautam Dutta alias Gautam Kumar Dutta and Utsab Dutta became lawful owner of ALL THAT piece and parcel of Bastu land measuring about 4 Cottah 00 Chittack 00 sq.ft equivalent to 7 decimal together with building thereon lying and situates at Mouza- Purba Barisha, Pargana- Khaspur, J.L. NO. 23, R.S NO. 43, Touzi No. 1-5, C.S Khatian No. 31, 32, 33 under C.S Dag No. 2186, corresponding to R.S Khatian No. 1976, R.S Dag No. 2186/2446, (corresponding to L.R Khatian No. 8210, L.R Dag No. 2186/2446) within the limits of Joka- II Gram Panchayat now within the Kolkata Municipal Corporation Ward No. 143, K.M.C Premises at 70 Mahatma Gandhi Road, Police Station- Behala then Thakurpukur now Haridevpur, Kolkata- 700104, Addl. District Sub Registry Office - Behala, District Sub Registry Office - Alipore, District - South 24 Parganas.

AND WHEREAS while enjoying the same jointly said Utsab Dutta died while bachelor on 06.11.2010 leaving behind his father Goutam Dutta alias Gautam Dutta alias Gautam Kumar Dutta, as his only legal heir and successor as per Hindu Succession Act'1956, and his mother namely Sefali Dutta died before him on 19.05.1998.

MAJUMDER CONSTRUCTION
Rudrik Majumder
 Proprietor

AND WHEREAS thus said Sri Tapan Dutta alias Tapan Kumar Dutta and Goutam Dutta alias Gautam Dutta alias Gautam Kumar Dutta became joint owners of the property described herein above.

AND WHEREAS meanwhile for easy enjoyment said Goutam Dutta alias Gautam Dutta alias Gautam Kumar Dutta and Tapan Dutta amicably partitioned the aforesaid property through a registered deed of partition, which is registered before the District Sub Registrar-III Alipore and recorded therein Book NO. I Volume No. 1603-2022 Pages 528872 to 528888 Being Deed No. 160316417 for the year 2022.

AND WHEREAS later on to rectify the said typo graphical mistakes in Dag numbers and Khatian numbers, in the said deed of family settlement, a **DECLARATION FOR RECTIFICATION** was executed on 20.09.2023 which is registered before the D.S.R-III Alipore and recorded therein Book No. I Volume.1602-2023 Pages 390875 to 390886 being deed no.160314537 for the year 2023.

AND WHERAS in the said deed of partition in all places where R.S Dag number is mentioned particularly in Pages No. 2, Para no. 3 and Page No. 6 in schedule A (entire property), Page No. 7 schedule B (Allotment of the First owner/First party therein- Mr. Tapan Kumar Dutta alias Tapan Dutta) Page No. 8 (Allotment of the 2nd owner/Second party therein- Mr. Gautam Dutta alias Gautam Kumar Dutta) and in site plan annexed with the said deed, due to typographical error/mistake wrongly typed as "R.S Dag NO. 2186, R.S Khatian No. 32/33" in place of its actual "R.S. Dag No. 2186/2446, R.S Khatian No.1976" but L. .R Dag No.2186/2446, new L.R Khatian No. 8210 was rightly written there and for the reason aforesaid a **DECLARATION FOR RECTI-FICATION** was executed, which is registered before the D.S.R-III Alipore and recorded therein Book No. I Volume.1603-2023 Pages 390838 to 390848 being deed no.160314536 for the year 2023.

AND WHEREAS accordingly **SRI GAUTAM DUTTA alias GAUTAM KUMAR DUTTA**, Party No. 1 herein became lawful owner of **ALL THAT** piece and parcel of Bastu land measuring about 2 Cottah

MAJUMDER CONSTRUCTION

Frankie Majumder
Proprietor

10 Chittack 30 sq.ft together with portion of two storied building thereon measuring about 625 sq.ft on the ground floor and 625 sq.ft on the First Floor in the aforesaid property and he also got his name mutated before the K.M.C in respect of **K.M.C Premises at 70 Mahatma Gandhi Road**, Police Station- Behala then Thakurpukur now Haridevpur, Kolkata- 700 104, under Assessee No. 711431401488 and also mutated his name before the B.L & L.R.O and in the records of B.L & L.R.O his name is recorded in respect of L.R Dag No.2186/2446, new L.R Khatian No.12753 in Mouza-Purba Barisha, in the District South 24 Parganas.

II. AND WHEREAS thus **SRI TAPAN DUTTA** became lawful owner of **ALL THAT** piece and parcel of Bastu land measuring about 1 Cottah 05 Chittack 15 sq.ft equivalent to 2.22 decimal together with portion of two storied building thereon measuring about 342 sq.ft on the ground floor and 342 sq.ft on the aforesaid property and he also got his name mutated before the K.M.C in respect of K.M.C Premises at 70A Mahatma Gandhi Road, Police Station- Behala then Thakurpukur now Haridevpur, Kolkata- 700 104, under Assessee No. 711431431067 and also mutated his name before the B.L & L.R.O and in the records of B.L & L.R.O his name is recorded in respect of L.R Dag No.2186/2446, new L.R Khatian No. 12860 under Mouza- Purba Barisha, in the District South 24 Parganas.

AND WHEREAS while enjoying the same on 08.12.2023 said **SRI TAPAN DUTTA**, out of his natural love and affection towards the **MRS. TRISHITA ROY** being his **daughter** gifted all that piece and parcel of land measuring about 1 Cottah 05 Chittack 15 sq.ft equivalent to 2.22 decimal together with portion of two storied building thereon measuring about 342 sq.ft on the ground floor and 342 sq.ft on the First Floor lying and situates at Mouza- Purba Barisha, Pargana- Khaspur, J.L. NO. 23, R.S NO. 43, Touzi No. 1-5, C.S Khatian No. 31, 32, 33 under C.S Dag No. 2186, corresponding to R.S Khatian No. 1976, R.S Dag No. 2186/2446, (corresponding to L.R Khatian No. 12860, L.R Dag No. 2186/2446) within the limits of Joka -II Gram Panchayat now within the Kolkata Municipal Corporation Ward No. 143, **K.M.C Premises at 70A Mahatma Gandhi Road**, Police Station- Behala then

MAJINDER CONSTRUCTION
Pratik Majumdar
 Proprietor

Thakurpukur now Haridevpur, Kolkata- 700 104, Assessee No. 711431431067, Addl. District Sub Registry Office - Behala, District Sub Registry Office - Alipore, District - South 24 Parganas and said deed of Gift is registered before the Addl. District Sub Registrar at Behala and recorded therein Book No. I Volume No. 1607-2023 Pages 404394 to 404421 Being deed no. 160713775 for the year 2023.

Thus the 2ND Party herein became sole and absolute owner of **ALL THAT** piece and parcel of land measuring about **1 Cottah 05 Chittack 15 sq.ft** equivalent to 2.22 decimal together with portion of **two storied building thereon measuring about 342 sq.ft on the ground floor and 342 sq.ft on the First Floor** lying and situates at Mouza- Purba Barisha, Pargana- Khaspur, J.L. NO. 23, R.S NO. 43, Touzi No. 1-5, C.S Khatian No. 31, 32, 33 under C.S Dag No. 2186, corresponding to R.S Khatian No. 1976, R.S Dag No. 2186/2446, corresponding to L.R Khatian No. 12860, L.R Dag No. 2186/2446 within the limits of Kolkata Municipal Corporation Ward No. 143, **K.M.C Premises at 70A Mahatma Gandhi Road, Police Station- Behala then Thakurpukur now Haridevpur, Kolkata- 700 104**, Assessee No. 711431431067, Addl. District Sub Registry Office - Behala, District Sub Registry Office - Alipore, District - South 24 Parganas and subsequently she also mutated her name before the B.L & L.R.O in respect of L.R Khatian No.13001.

III. AND WHEREAS on the other side, at all material point of time one **Sri Jagadish Chandra Mallick**, had purchased **ALL THAT** piece and parcel of 14 Cottah 05 Chittack 15 sq.ft lying and situates at Mouza- Purba Barisha, Pargana- Khaspur, J.L. NO. 23, R.S NO. 43, Touzi No. 3-5, C.S Khatian No. 32, 33 under C.S Dag No. 2186, Police Station- Behala, District Sub Registry Office- Alipore, District - South 24 Parganas from it's the then owner namely Smt. Priyabala Sengupta, through a registered deed of sale dated 16.06.1965.

AND WHEREAS after purchasing the same said **Sri Jagadish Chandra Mallick** out of the aforesaid land sold, transferred **ALL THAT** piece and parcel of Bastu land measuring about 6 Cottah 00 Chittack 00 sq.ft out of 14 Cottah 05 Chittack 15 sq.ft lying and situates at Mouza- Purba Barisha, Pargana- Khaspur, J.L. NO. 23, R.S NO. 43, Touzi No. 3-5, C.S Khatian No. 32 & 33

MAJUMDER CONSTRUCTION
Pratik Majumder
 Proprietor

under **C.S Dag no. 2186**, Police Station-Behala, District Sub Registry Office – Alipore, in the District – South 24 Parganas, to and in favour of **SATINDRA NATH MAJUMDER (since deceased)** son of Late Chandi Charan Majumder. The said deed of sale is registered before the Sub Registrar at Behala and recorded therein Book NO. I Volume NO. 103 Pages 78 to 82 being deed no. 5078 for the year 1965.

AND WHEREAS while enjoying the aforesaid property peacefully said Satindra Nath Majumder died intestate on 3rd December 1993 leaving behind him widow namely Smt. Santi Sudha Majumder, and two married daughters namely 1) Smt. Manju Mitra wife of Late Ramani Mohan Mitra and another married daughter 2) Smt. Anju Banik wife of Swapan Kumar Banik to inherit his aforesaid property in accordance with Hindu Succession Act'1956.

AND WHEREAS while enjoying the aforesaid property jointly said Manju Mitra died issueless on 19th day of May'2007 and her husband Late Ramani Mohan Mitra predeceased of her and said Santi Sudha Majumder wife of Late Satindra Nath Majumder also died on 22nd day of April'2008, leaving behind her married daughter namely Smt. Anju Banik to inherit the entire property. Thus said Anju Banik, became sole and absolute owner of the aforesaid property described herein above.

AND WHEREAS that subsequently said land also came within the purview of the Kolkata Municipal Corporation under Ward No. 143 and it is recorded as K.M.C Premises No. 1 Bidhan Pally, P.S - Haridevpar, Kolkata - 700104, in respect of Assessee No. 71-143-04-0001-4 and said Smt. Anju Banik also mutated her name before the B.L & L.R.O and in the records of B.L & L.R.O her name is recorded in respect of the said land under Mouza-Purba Barisha, L.R Dag NO. 2186, L.R Khatian No. 90, in the District South 24 Parganas.

AND WHEREAS accordingly Smt. Anju Banik, became lawful owner of **ALL THAT** piece and parcel of Bastu land measuring about 6 Cottah 00 Chittack 00 sq.ft lying and situates at Mouza - Purba Barisha, Pargana- Khaspur, J.L. NO. 23, R.S NO. 43, Touzi No. 3-5, C.S Khatian No. 32 & 33, R.S Khatian NO. 2179, L.R Khatian

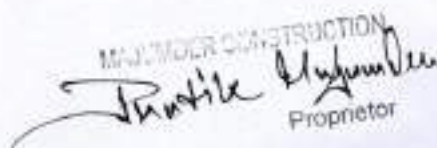
MAJUMDER CONSTRUCTION
Anju Banik Majumder
 Proprietor

No.90, under **R.S & L.R Dag no. 2186**, Police Station- Behala then Thakurpukur now Haridevpur, within the limits of Kolkata Municipal Corporation under Ward No. 143 **K.M.C Premises No. 1, Bidhan Pally, Police Station - Haridevpur, Kolkata-700104**, in respect of Assessee No. 71-143-04-0001-4 District Sub Registry Office - Alipore, A.D.S.R at Behala, in the District South 24 Parganas.

AND WHEREAS thereafter said Smt. Anju Banik, out her natural love and affection towards **SRI SWAPAN KUMAR BANIK** being her **HUSBAND** gifted all that piece and parcel of land measuring about 2 Cottah 14 Chittack 00 sq.ft **TOGETHER WITH** 100 sq.ft RTS thereon out of 6 Cottah 00 Chittack 00 sq.ft lying and situates at Mouza - Purba Barisha, Pargana- Khaspur, J.L. NO. 23, R.S NO. 43, Touzi No. 3-5, C.S Khatian No. 32 & 33, R.S Khatian NO. 2179, L.R Khatian No.90, under **R.S & L.R Dag No. 2186**, Police Station - Behala then Thakurpukur now Haridevpur, within the limits of Kolkata Municipal Corporation under Ward No. 143, K.M.C Premises No. 1, Bidhan Pally, Police Station- Haridevpur, Kolkata-700104, Assessee No. 71-143-04-0001-4 District Sub Registry Office - Alipore, A.D.S.R at Behala, in the District South 24 Parganas with all user and easement rights on the paths and passages and all other rights and facilities appurtenant thereto by retaining rest of the land measuring about 03 Cottah 02 Chittack 00 sq.ft with building for her. The said deed of Gift is registered before the Addl. District Sub Registrar at Behala and recorded therein Book No. I Volume NO. 1607-2024 Pages 118149 to 118173 being deed no. 160704371 for the year 2024.

AND WHEREAS on getting the aforesaid land through aforesaid deed of gift, said **SRI SWAPAN KUMAR BANIK (Party of the 3rd Part)** also mutated his name before the B.L. & L.R.○ against the said land under L.R Khatian No.13209 and also before the K.M.C & in the records of K.M.C it is thereafter re-numbered **as Premises No. 1A, Bidhan Pally, Police Station- Haridevpur, Kolkata- 700104**, in respect of Assessee No. 71-143-04-0095-6.

THUS said **SRI SWAPAN KUMAR BANIK (Party of the 3rd Part)** herein became sole and absolute owner of **ALL THAT** piece and parcel of land measuring about **2 Cottah 14 Chittack 00 sq.ft** together with 100 sq.ft RTS thereon lying and situates at Mouza - Purba Barisha, Pargana- Khaspur, J.L. NO. 23, R.S NO. 43, Touzi No. 3-5, C.S

MAJUMDER CONSTRUCTION

 Proprietor

Khatian No. 32 & 33, R.S Khatian NO. 2179, **L.R Khatian No.13209**, under **R.S & L.R Dag no.2186**, Police Station- Behala then Thakurpukur now Haridevpur, within the limits of Kolkata Municipal Corporation under Ward No. 143 **Premises No. 1A, Bidhan Pally, Police Station- Haridevpur, Kolkata- 700104**, in respect of Assessee No. 71-143-04-0095-6 District Sub Registry Office - Alipore, A.D.S.R at Behala, in the District South 24 Parganas.

AND WHEREAS since the Owners herein have been enjoying the aforesaid properties peacefully, which is adjacent to each other by paying necessary rates and taxes before the competent authority without any disturbance from any corner.

AND WHEREAS during enjoyment of the aforesaid properties, the Land Owners herein jointly have decided and expressed their intention and willingness to develop their said land having **K.M.C Premises at 70 Mahatma Gandhi Road**, Police Station- Behala then Thakurpukur now Haridevpur, Kolkata- 700 104, under Assessee No. 711431401488 & **K.M.C Premises at 70A Mahatma Gandhi Road**, Police Station- Behala then Thakurpukur now Haridevpur, Kolkata- 700 104, Assessee No. 711431431067 & **K.M.C Premises No. 1A, Bidhan Pally**, Police Station- Haridevpur, Kolkata- 700104, in respect of Assessee No. 71-143-04-0095-6 respectively totally measuring about **6 Cottah 14 Chittack 00 sq.ft** together with structure thereon, after amalgamation and mutation of the same into one premises by constructing a new multi storied building in accordance with the building plan to be sanctioned / approved by the Kolkata Municipal Corporation.

But due to financial stringency and/or paucity of funds, the Land Owners are unable to start the construction of the said building and had negotiated with the same Developer, who can undertake the responsibility of amalgamating the aforesaid premises and as well as construction of such building on the said amalgamated premises out of its own arrangement and expenses.

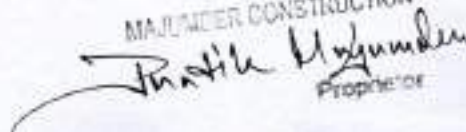
AND WHEREAS accordingly for the purpose of development of the aforesaid properties and for beneficial enjoyment, said **SRI GAUTAM DUTTA** (party of the first Part) and **MRS. TRISHITA ROY** (Party of the second Part) and **SRI SWAPAN KUMAR BANIK** (Party of the Third Part) decided to amalgamate their respective property to one

RECEIVED CONSTRUCTION
Pratik Kumar
 Proprietor

premises, as such they decided to merge their property i.e **K.M.C Premises at 70 Mahatma Gandhi Road**, P.S- Haridevpur, Kolkata- 700104 & **K.M.C Premises at 70A Mahatma Gandhi Road**, P.S- Haridevpur, Kolkata- 700104 and **K.M.C Premises No. 1A, Bidhan Pally**, P.S- Haridevpur, Kolkata- 700104. The said Deed of Exchange for Amalgamation was registered at the Office of Addl. District Sub-Registrar at Behala and entered in Book No. I, Volume No.1607-2024 Pages 147182 to 147219 being No. 160705356 for the year 2024.

AND WHEREAS by virtue of the Deed of Exchange for Amalgamation, at the cost and expenses of the Developer herein the Land Owners Sri Gautam Dutta, Mrs. Trishita Roy, Sri Swapan Kumar Banik became joint Owners in respect **ALL THAT** piece and parcel of Bastu land measuring about **6 Cottah 14 Chittack 00 sq.ft** together with two storied building thereon measuring about 1934 sq.ft (967 sq.ft + 967 sq.ft) and 501 sq.ft RTS lying and situates at Mouza- Purba Barisha, Pargana- Khaspur, J.L. NO. 23, R.S NO. 43, Touzi No. 1-5, C.S Khatian No. 31, 32, 33 under C.S Dag No. 2186, corresponding to R.S Khatian No. 1976 & 2179, R.S Dag No. 2186 & 2186/2446, L.R Dag No. 2186 & 2186/2446, L.R Khatian NO. 12753, 13001, 13209, **K.M.C Premises at 70 Mahatma Gandhi Road**, Police Station- Behala then Thakurpukur now Haridevpur, Kolkata- 700104, under Assessee No.711431401488 & **K.M.C Premises at 70A Mahatma Gandhi Road**, Police Station - Behala then Thakurpukur now Haridevpur, Kolkata- 700 104, Assessee No. 711431431067 & **K.M.C Premises No. 1A, Bidhan Pally**, Police Station- Haridevpur, Kolkata- 700104, in respect of Assessee No. 71-143-04-0095-6, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 143, District- South 24 Pargans which has been specifically described in the **SCHEDULE-A** hereunder and hereinafter referred to as the "**said premises**".

AND WHEREAS in course of their joint peaceful enjoyment the aforesaid Land Owners decided to construct a new multi storied Building on the said Premises with modern amenities and facilities but due to lack of finance, manpower and technical knowledge are in search of a suitable solvent Developer to implement the aforesaid intention and to that effect they offered the Developer **MAJUMDER CONSTRUCTION (PAN- BGTPM6604G)**, A Proprietorship Concern, having its registered office at, 73, M.G. Road, Bidhan Pally, P.O.- R.C.

MAJUMDER CONSTRUCTION

 Proprietor

Thakurani, Police Station - Haridevpur, Kolkata - 700104, District:- South 24-Farganas, represented by its Sole Proprietor **MR PRATIK MAJUMDER (Pan - BGTPM6604G)**, (Aadhaar - 8301 0212 1551) son of Mr. Prasanta Majumder, faith Hindu, by Nationality Indian, by occupation - Business, Residing at, 73, M.G. Road, Bidhan Pally, P.O.- R.C. Thakurani, Police Station - Haridevpur, Kolkata- 700104, District:- South 24-Parganas, to develop the said Premises by constructing of a new Multi-storied building thereon and the Developer herein after coming to know such intention and desire of the Owners herein accepted the said offer and agreed to develop the said Premises by construction of a New multi- storied Building thereon as per plan to be sanctioned by the K.M.C in the name of the Owners herein at the cost and expenses of the Developer and accordingly to avoid any future litigation, mis-understanding and dispute the said Developers are entering into this agreement with the Land Owners.

AND BOTH PARTIES HAVING ACCEPTED THE PROPOSAL THIS AGREEMENT ENTERED INTO BY AND BETWEEN THE PARTIES UNDER THE FOLLOWING TERMS AND CONDITIONS:

ARTICLE-I: DEFINITIONS

- 1.1. **LAND OWNERS**:- Shall mean Sri Gautam Dutta, Mrs. Trishita Roy, Sri Swapan Kumar Banik and their heirs, executors, administrators, legal representatives and assigns.
- 1.2. **DEVELOPER**:- Shall mean **MAJUMDER CONSTRUCTION (PAN- BGTPM6604G)**, A Proprietorship Concern, having its registered office at, 73, M.G. Road, Bidhan Pally, P.O.- R.C. Thakurani, Police Station - Haridevpur, Kolkata - 700104, District:- South 24-Parganas, represented by its Sole Proprietor **MR PRATIK MAJUMDER (Pan - BGTPM6604G)**, (Aadhaar - 8301 0212 1551) son of Mr. Prasanta Majumder, faith Hindu, by Nationality Indian, by occupation - Business, Residing at, 73, M.G. Road, Bidhan Pally, P.O.- R.C. Thakurani, Police Station - Haridevpur, Kolkata- 700104 and its heirs, executors, administrators, legal representatives and assigns.
- 1.3. **TITLE DEEDS**: - Shall mean all the original documents relating to title of the said premises shall be handed over by the Owners to the Developer at the time of execution of this agreement, on tendering receipt of it.
- 1.4. **PREMISES**: Shall mean piece and parcel of Bastu land measuring

MAJUMDER CONSTRUCTION
Pratik Majumder
 Proprietor

about 6 Cottah 14 Chittack 00 sq.ft together with two storied building thereon measuring about 1934 sq.ft (967 sq.ft + 967 sq.ft) and 501 sq.ft RTS lying and situates at Mouza- Purba Barisha, Pargana- Khaspur, J.L. NO. 23, R.S NO. 43, Touzi No. 1-5, C.S Khatian No. 31, 32, 33 under C.S Dag No. 2186, corresponding to R.S Khatian No. 1976 & 2179, R.S Dag No. 2186 & 2186/2446, L.R Dag No. 2186 & 2186/2446, L.R Khatian NO. 12753, 13001, 13209 **K.M.C Premises at 70 Mahatma Gandhi Road**, Police Station- Behala then Thakurpukur now Haridevpur, Kolkata- 700104, under Assessee No.711431401488 & **K.M.C Premises at 70A Mahatma Gandhi Road**, Police Station - Behala thenThakurpukur now Haridevpur, Kolkata- 700 104, Assessee No. 711431431067 & **K.M.C Premises No. 1A, Bidhan Pally**, Police Station- Haridevpur, Kolkata- 700104, in respect of Assessee No. 71-143-04-0095-6, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 143, District- South 24 Pargans together with all right of easements, common facilities and amenities thereto.

1.5. **BUILDING**: - Shall mean a multi storied building to be constructed upon the said premises as per plan to be sanctioned by the Kolkata Municipal Corporation.

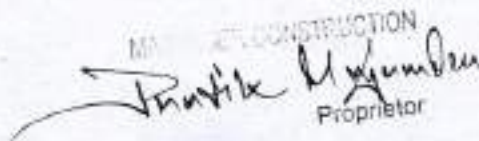
1.6. **OWNERS' ALLOCATION**: - Shall mean and has been mentioned in the **SCHEDULE-"B"** hereunder.

1.7. **DEVELOPER'S ALLOCATION**: Shall mean and has been mentioned in the **SCHEDULE-"C"** hereunder.

1.8. **COMMON FACILITIES & AMENITIES** : Shall include corridors, ways, stair, passage way, roof, pump space, underground water reservoir, overhead water tank, roof, water pump and motor, and other facilities required for the establishment, location, enjoyment, maintenance and/or management of the building and land there under or mutually agreed upon by the Owners of units/ flats/car parking, which has been specifically been mentioned in the **SCHEDULE "E"** hereunder.

1.9. **SALEABLE SPACE**: Shall mean units/floors/ flats / car parking spaces/ spaces in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.

1.10. **COMMON EXPENSES**: Shall mean and include the purpose of maintaining the said premises and the proposed building in particular the common parts as also meeting of the common expenses and

M/S. CONSTRUCTION

 Proprietor

matters relating to mutual right and obligations of the Developer, the Owners and their nominees including the intending Purchaser/s and the common use and enjoyment thereof, which has been specifically described in the **SCHEDULE-"F"** hereunder.

1.11. **THE ARCHITECT**: Shall mean who would be appointed by the Developer and shall design and prepare plan of the building on the said premises and obtain the required sanction for construction of such building from the appropriate authorities.

1.12. **BUILDING PLAN**: Shall mean such design or a plan to be prepared by the Architect for the construction of the building and to be sanctioned by the Kolkata Municipal Corporation and/or any other competent authorities as the case may be.

1.13. **BUILT UP AREA** : Shall mean and include the covered area of the flat, proportionate share of external and internal walls, stairs and stairs landing, and columns, as specified in the plan sanctioned by the Kolkata Municipal Corporation.

1.14. **TRANSFEROR**: Shall mean the Owners and the Developer who intends to sell the units/floors/flats/ car parking spaces/spaces, if any, allotted to them respectively, to the intending buyer/buyers together with undivided proportionate share of the land and right to use the common space in multistoried building.

1.15. **TRANSFeree**: Shall mean the person, firm, limited company or an Association or persons to whom units/floors/ flats /car parking spaces/spaces if any in the building has been transferred.

1.16. **TRANSFER**: Shall mean with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is legally a transfer of units/floors/ flats / car parking spaces/spaces of the proposed new multistoried building to Purchaser thereof.

1.17. **NOTICE** :- Shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day from the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto as well as at the address of accommodation of the Owners during construction period.

1.18. **SINGULAR**: Shall mean plural and vice versa, masculine shall include feminine and vice versa.

M. P. S. CONSTRUCTION
Shankar Ghosh
 Proprietor

ARTICLE-II COMMENCEMENT

2.1 This Agreement shall be deemed to have commenced with effect from the date of execution thereof.

ARTICLE-III: LAND OWNERS' RIGHTS & REPRESENTATIONS

3.1 The Land Owners are the joint Owners and seized and possessed of and/or well and sufficiently entitled to **ALL THAT** piece and parcel of Bastu land measuring about **6 Cottah 14 Chittack 00 sq.ft** together with two storied building thereon measuring about 1934 sq.ft (967 sq.ft + 967 sq.ft) and 501 sq.ft RTS lying and situated at Mouza- Purba Barisha, Pargana- Khaspur, J.L. NO. 23, R.S NO. 43, Touzi No. 1-5, C.S Khatian No. 31, 32, 33 under C.S Dag No. 2186, corresponding to R.S Khatian No. 1976 & 2179, R.S Dag No. 2186 & 2186/2446, L.R Dag No. 2186 & 2186/2446, L.R Khatian NO. 12753, 13001, 13209 **K.M.C Premises at 70 Mahatma Gandhi Road**, Police Station- Behala then Thakurpukur now Haridevpur, Kolkata- 700104, under Assessee No.711431401488 & **K.M.C Premises at 70A Mahatma Gandhi Road**, Police Station - Behala then Thakurpukur now Haridevpur, Kolkata- 700 104, Assessee No. 711431431067 & **K.M.C Premises No. 1A, Bidhan Pally**, Police Station- Haridevpur, Kolkata- 700104, in respect of Assessee No. 71-143-04-0095-6, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 143, District- South 24 Parganas together with all right of easements, common facilities and amenities annexed thereto and / or such other number as to be allotted by the Kolkata Municipal Corporation.

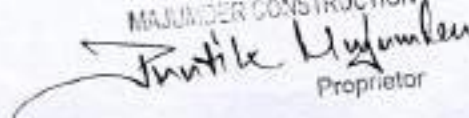
3.2 Save and except the Owners, nobody else have any right, title, interest, claim and demand whatsoever or howsoever and in respect of the said premises.

3.3 The said premises is free from all encumbrances, charges, liens, attachments, mortgage, power of attorney, trusts whatsoever or howsoever.

3.4 The Owners have no excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.

3.5 The Owners have not sold, entered into any agreement for sale, and / or Development Agreement or any other Agreement in respect of the said premises prior to execution of this agreement.

3.6 The proposed building would be constructed specifically as per building plan to be sanctioned then after demolishing the existing

MAJUMDER CONSTRUCTION

 Proprietor

building. The Developer shall have liberty to demolish the existing buildings at its responsibility, cost and expenses and take all the debris and to sell it to the third party and the Owners shall have no claim on it.

ARTICLE-IV: DEVELOPER'S RIGHTS

4.1 The Land Owners hereby grant exclusive right to the Developer to develop the said premises mentioned in **SCHEDULES "A"** hereunder by way of constructing multi storied building thereon in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or caused to be made by the parties thereto.

4.2 The Land Owners will co-operate regarding acts of applications, plans, other paper and documents as may be required by the Developer for the purpose of obtaining sanction plan from the appropriate authority and the Developer shall bear all cost and expenses for such acts including Architect's Fees.

4.3 That the Developer shall pay and bear all expenses towards sanction plan, building material, labour charges, lawyer, fees and expenses for registration of the agreement for development and all construction charges of the new building and to complete it in all respects at their own costs or at the cost of the intending Purchaser or Purchasers including architect fees charges expenses required to be paid or deposited for the purpose of development of the said premises.

4.4 It is made clear that save and except the allocation of the Land Owners in the proposed building as mentioned in **SCHEDULE-"B"**, hereunder, all other units/floors/ flats/car parking spaces/spaces as mentioned in **SCHEDULE-"C"**, hereunder will be the property of the Developer herein and if the Developer so desires, it can be disposed of by itself to the prospective buyer/s at any consideration or price at the sole discretion of the Developer.

4.5 The Developer shall have right to publish advertisement or hoarding separately at any place or the site to draw the attention of the prospective buyers of the units/floors/ flats / car parking spaces/spaces of the proposed building only for the Land Owners' allocation as specified in the **SCHEDULE-"B"** and for the Developer's allocation as specified in **SCHEDULE "C"** hereunder written.

4.6 The Developer shall bear and pay all K.M.C taxes, charges and duties payable in respect of said premises from the date of handing over possession by the Land Owners to the Developer till the date of possession of the Land Owners allocation. In addition to above the

M. S. CONSTRUCTION
M. S. Constructions
 Proprietor

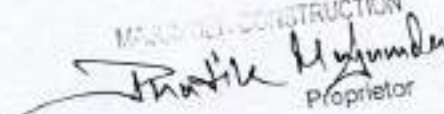
Developer shall also bear and pay the electricity charges payable in the respect of existing meters at the said premises. The Developer shall bear and pay all costs and expenses for preparing the plan of the building including architect's fees and all fees, taxes duties payable in connection with the sanction of the building plan, sewerage line, water line, etc. It is mutually agreed all cost & expenses including stamp duty and registration fees payable in connection with the Agreements, deeds, deed of gifts, and Power of Attorney shall be borne by the Developer.

5.0 ARTICLE-V CONSIDERATION & SPACE ALLOCATION

5.1 The Land Owners have agreed to grant exclusive right of development of the said premises to the Developer and in lieu of the land of the said premises Morefully and particularly described in Schedule "A" hereunder; the Developer agrees and/or undertakes handover the constructed area in the proposed building to the Land Owners. Morefully and particularly mentioned as "Owner's allocation" in Schedule "B" hereunder.

5.2 Save and except the Land Owners' allocation, mentioned in **SCHEDULE-"B"** hereinabove the Developer in lieu of making construction of the proposed building, the Developer is entitled to get the remaining constructed area in the proposed building together with undivided impartible and proportionate share of the land of the said premises including all right of easements common facilities and amenities annexed thereto particularly mentioned in the **SCHEDULE "C"** hereunder written.

5.1 Save and except the constructed area mentioned as aforesaid, the Land Owners shall not claim any extra benefit and/or amount and/ or constructed area of the proposed building or additional monetary consideration from the Developer and the Developer shall be Exclusively entitled to the developer's Allocation and any extra sanction thereafter granted by K.M.C in the said proposed new Building without in any way disturbing the common facilities situated thereon with the exclusive right to deal with sale & transfer, enter into Agreement(s) for sale or any other way transfer of the same without any claim, demand, interest, interruption whatsoever or howsoever of the Owners and/or any person or persons lawfully claiming through them and they shall not disturb the quiet and peaceful possession and enjoyment of the of the Developer's Allocation and the Developer shall solely be entitled to receive any booking money, part payment, advance, earnest money and the entire sale proceeds, from any intending purchaser(s) in respect of the Developer's allocation only.

MASSIVE CONSTRUCTION

 Proprietor

6.0 **ARTICLE-VI: POSSESSION**

6.1 The Land Owners shall make over possession of the said premises from immediately on registration of this agreement.

ARTICLE-VII: PROCEDURE

7.1 The Land Owners shall also grant proper authority to the Developer by giving a registered General Power of Attorney as may be required by the Developer for the purpose of construction of the proposed building upon the said premises mentioned in the **SCHEDULE- "A"** hereunder as per plan to be approved by the Kolkata Municipal Corporation and for development of the said premises through construction and selling out the units/floors/ flats / car parking spaces of its allocation together with undivided share of the land to the intending purchaser/s through Deed of Conveyance/s and Agreement for Sale/s and sign and execute all necessary papers, deeds, plans etc., in respect of **Developer's Allocation** only and for the purpose of development of the said premises and represent the Land Owners for all purpose in connection with necessary and appropriate works before the appropriate authorities provided however the same shall not create financial liabilities upon the Land Owners in any manner.

7.2 Apart from the registered General Power of Attorney, the Land Owners do hereby undertake that they shall execute as and when necessary all papers, deeds, documents, plans etc. for the purpose of development of the said premises, if necessary.

7.3 After getting sanction of the building plan, the Developer shall start construction after completion of required formalities and keep the original copy of the sanctioned Architectural Plan and Structural Plan in his custody and will hand over xerox to the land owners herein at the time of delivery of possession.

7.4 The Land Owners have handed over original documents relating to the title of the said premises to the Developer simultaneously on execution of this agreement on tendering receipt by the Developer.

7.5 The Developer shall execute and register the Agreement for Sale and Deed of Conveyance in respect of the allocated portion of the Developer mentioned in **SCHEDULE-"C"** hereunder in favour of the intending Purchaser/Nominee to be selected by the Developer, on the basis of the registered Power of Attorney.

MADE FOR CONSTRUCTION
Shankar M. Ghosh
 Proprietor

ARTICLE-VIII: DEALINGS OF SPACES IN THE BUILDING

8.1. The Developer shall on completion of the building/s handover the Land Owners' allocation of the units/floors/ flats/ car parking spaces / spaces, in the newly constructed building alongwith vacant peaceful possession, letter and flat area will be measured by surveyors of landowner and developer jointly.

8.2. The Land Owners will be entitled to transfer or otherwise deal with their allocated units/ flats/ car parking spaces/spaces in the building in favour of any intending purchaser/s through Agreement for sale and the Deed of Conveyance, if requires, the Developer will be signed as confirming party and the Land Owners shall have no right, title interest and/or authority to deal with Developers Allocation in the proposed building and vice verse.

8.3. That saves and except allocation mentioned in the **SCHEDULES - "B" & "C"** hereunder, the common area, facilities and amenities will be jointly possessed by the Land Owners and the Developer and their heirs and nominees and the Land Owners and the Developer shall have no right to dispose of their share in common portions in any manner whatsoever.

8.4. The Developer being the party of the other Part shall be at liberty with exclusive right and authority to negotiate for sale of units/floors/ flats/ car parking spaces together with proportionate share of land being the Developer's Allocation with any prospective buyer/s on or before or in course of the construction work of the said building/s at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer/s as aforesaid, including earnest money or initial payments or part payment thereof shall be received by the Developer against Developer's Allocation.

8.5. The Developer shall be entitled to enter into agreements for sale and Deeds of Conveyance in respect of Developer's allocation on the basis of the registered General Power of Attorney and entitled to sign all necessary documents on behalf of the Land Owners. However, such dealing shall not in any manner fasten or create any financial and / or legal liability /responsibility upon the Land Owners.

9. **ARTICLE-IX: BUILDING**

9.1. The Developer shall at its own costs construct erect and complete the building entirely including the Land Owners' allocation and Developers' allocation as a whole at the said premises in accordance with the sanction plan to be sanctioned with such materials

MAJUMDER CONSTRUCTION

Santhi Majumder
Proprietor

and with such specification as are mentioned in the **SCHEDULE- "D"** hereunder written and as may be recommended by the Architect from time to time.

9.2. Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided they are of high standard & best quality in accordance with the Corporation Building Laws, will be used by the Developer.

9.3. The Developer shall install erect in the said buildings at the Developer's own costs standard new pump set, water storage tanks, overhead reservoirs, electric wiring fittings, electric meter and other facilities for the entire building as are required to be provided in a building having self contained units/floors/ flats/ car parking space/ spaces and constructed for sale of units/floors/ flats/ car parking spaces/spaces herein on Ownership basis and as mutually agreed.

9.4. The Developer shall be authorized in the name of the Land Owners in so far as is necessary to apply for and obtain quotas, entitlements and other allocations of or for cement, all types of steels, bricks other building materials and accessories allocable to the Land Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, drainage sewerage and/or other facilities, if any available to the new building and other inputs and facilities required for the construction of enjoyment of the building.

9.5. The Developer shall at its own costs and expenses and without creating any financial or other liability to the Land Owners, construct and complete the said proposed buildings in its various units/floors/ flats/car parking spaces/ spaces therein in accordance with the sanction building/s plans.

9.6. All costs, charges and expenses including architect's fees shall be discharged and paid by the Developer and the Land Owners will have no responsibility in this context.

ARTICLE-X: COMMON FACILITIES

10.1. As soon as the building is completed with conformity as per the sanctioned plan and on completion of all connections in respect to water, sewerage etc., the Developer herein may collect completion certificate, if necessary at joint cost and expenses of the parties herein from K.M.C and give written notice to the Land Owners to take possession of the Land Owners' allocation at the address where the Land Owners are staying during the period of construction of the proposed multistoried building. Then after expiry of 30 (thirty) days

CONSTRUCTION
Frankie M. ...
Proprietor

from the date of service of such notice and at all times thereafter the Land Owners shall be exclusively responsible for payment of all municipal and property taxes, rates, duties dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Land Owners' allocations, the said rates to be apportioned pro-rata with reference to the saleable space in the building/s if any are levied on the building as a whole.

10.2. The Land Owners shall not do any acts deeds or things whereby the Developer shall be prevented from construction and completion of the said building, as per approved plan.

10.3. Both the Developer and Land Owners herein shall enjoy their respective allocations/portions in the said building under their occupation forever with absolute right of alienation, transfer, gift etc., and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

ARTICLE-XI: COMMON RESTRICTION

The Land Owners' allocation in the proposed building shall be subject to the same restrictions and use as are applicable to the Developer's allocation in the building intended for common benefits of all occupiers of the building/s which shall include the follows: -

11.1 Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity not to use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

11.2 Neither party shall demolish or permit for demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration except minor changes therein without the previous written consent of the 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 part to be observed and/or performed.

b. The proposed transferee shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee

11.3.3. The transferee shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee

[Signature]
Proprietor

shall pay all common expenses etc. and whatsoever shall be payable in relation to the area of each of their respective possession.

11.4 Both parties shall abide by all law, bye-laws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation violation 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, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from or, 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 voidable 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 kept by the either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.

11.8 Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.

11.9 Either of the parties shall permit other's agents with or without workmen and others at all reasonable times to enter into any upon each party's allocation and each party thereof for the purpose of maintenance or repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains gas and water pipes and electric wires and for any similar purpose.

MANAGER CONSTRUCTION

Ranjit K. M. M. M.
Proprietor

ARTICLE-XII: LAND OWNERS' OBLIGATIONS

12.1. The Land Owners hereby agree and covenant with the Developer not to cause any interference or unlawful hindrance in the lawful construction of the said building at the said premises by the Developer as per specification of the sanctioned building plan by the Kolkata Municipal Corporation. If any unreasonable interference or hindrance is caused by the Land Owners or their agents, servants, representatives, causing hindrance or impediment to such construction the Land Owners will be liable for damages.

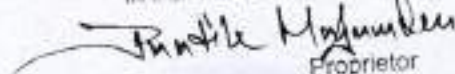
12.2. The Land Owners hereby covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building/s at the said premises in favour of the intending buyers of units/floors/ flats/ car parking spaces in the said building/s, if the Developer prior to such date has handed over vacant possession of the Land Owners' Allocation to the Land Owners to the satisfaction of the Land Owners. The Land Owners further give undertaking for and on behalf of their agents, servants, representatives for similar act at their own liability and responsibility.

12.3. The Land Owners hereby agree and covenant with the Developer not to let out, grant, lease mortgage and/or charge or part with possession of the said premises or any portion thereof before the construction is completed.

12.4. The Land Owners herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction and sale of units/floors/ flats/ car parking spaces/ spaces, of the said building provided the Developer abided by the terms and conditions of this agreement. It is recorded herein that the completion period of the proposed building/s by the Developer shall be only 24 (twenty-four) months from the date of sanction of the building plan and the grace period for completion of the proposed building is for 6 (six) months only, in case of emergency. The Land Owners herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said premises/lands or any portion thereof at any time during the subsistence of this agreements.

12.5. The Land Owners hereto without being influenced or provoked by anybody do hereby categorically state that as the Developer starts the construction of the said proposed building

MAJUMDER CONSTRUCTION


Proprietor

exclusively at its own cost arrangement and risk in as much as without having any financial participation and/or involvement on the part of the Land Owners hereto, the Land Owners henceforth for all times to come shall not raise any claim and/or press for any extra benefits and/or amount in terms of the General Power of Attorney although otherwise mentioned therein and the Developer shall be at liberty to receive any amount from any intended Purchaser/Purchasers in their own names and to appropriate the said sale proceeds of the units/floors/ flats/ car parking spaces/ spaces of the said building/s at its sole discretion in respect of the Developers allocation only without having any attachment and/or share thereon of the Land Owners hereto.

12.6. The Land Owners do hereby agree with the Developer that if any disputes and/or litigation arise in respect of the said premises, during the period of Agreement, the time for completion of construction of the building should be extended accordingly and the construction work will remain suspended till the disputes and/or litigation sought out.

12.7. The Land Owners shall sign and execute all papers and documents towards mutation, and no objection to obtain Certificate from the authority KIT, KMDA, K.M.C and Airport Authority.

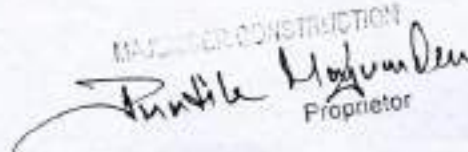
12.8. The Land Owners have handed over all the original papers and documents relating to the said premises to the Developer and the Developer has acknowledged the same tendering receipt of it.

ARTICLE-XIII: DEVELOPER'S OBLIGATIONS

13.1. The Developer doth hereby agrees and covenants with the Land Owners to complete the construction of the building within 24 (twenty-four) months from the date of sanction of the building plan (Time being considered as the essence of this contract). The grace period for completion of the proposed building is only for 6(six) months. If the developer fails to complete the construction within the stipulated time, the land owners shall have every right to cancel the agreement without further notice.

13.2. The Developer hereby agrees and covenants with the Land Owners not to do any act deed or things whereby the Land Owners are prevented from enjoying selling assigning and/or disposing of any of the Land Owners' allocations in the building/s at the said premises.

13.3. The Developer hereby agrees and covenant with the Land Owners not to transfer and/or assign the benefits of this agreement or any portion thereof to any party or parties. The Developer is liable to

MAX-CONSTRUCTION

 Pratik Mahajan
 Proprietor

hand over possession of the Land Owners allocation in favour of the Land Owners in complete form as per specification in accordance with the sanction plan to be sanctioned by the Kolkata Municipal Corporation and the Developer shall have liberty to hand over possession of the Developer's Allocation to the intending purchaser/s or its nominee/s.

13.4. The Land Owners and/or their representatives shall inspect the development work time to time as will be done as per sanction of the building plan to be sanctioned by the Kolkata Municipal Corporation.

13.5. The Developer hereby agrees and covenants with the Land Owners not to violet or contravenes any of the provisions of rules applicable to the construction of the said building.

13.6. The Developer hereby agrees and covenants with the Land Owners not to part with possession of the Land Owners' allocation or any portion thereof to any third party as agreed upon but the Developer may deliver or part with possession of its allocated portion to any one, may enter into agreement with party or parties for transfer of any part of its allocated portion in the building to be erected upon the said premises.

13.7. The Developer shall not assign the agreement to any other third party.

13.8. The Owner No. 1 & 2 will be shifted to separate suitable accommodation during the period of construction of the building till handing over possession of Owner's allocation and Developer herein shall be responsible for the said alternative accommodation Charges (Excluding electric Bill and maintenance).

ARTICLE-XIV: LAND OWNERS INDEMNITY

14.1. The Land Owners hereby undertake that the Developer shall be entitled to the said construction lawfully and shall enjoy its allocated space which is under Developer's allocation only without any interference or disturbances on the part of the Land Owners provided the Developer performs and fulfills all the terms and conditions herein contained and/or in its part to be observed and performed.

MILIND CONSTRUCTION
Milind
Proprietor

ARTICLE-XV: DEVELOPER'S INDEMNITY

15.1. The Developer hereby undertakes to keep the Land Owners indemnified against all third party claims and actions arising out of the any sort of act or accident or omission or commission of the Developer in relation to the making of construction of the said building/s and the Developer also fully responsible and liable if the construction falls down due to use of inferiority of the materials and other patent defects thereto.

15.2. The Developer also agrees to indemnify the Owners against all claims that may be made by its employees working at the said premises engaged for construction work and at no point of time such employees of the Developer shall be treated or become employees of the Owners.

ARTICLE-XVI: MISCELLANEOUS

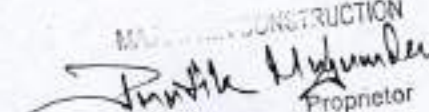
16.1. The Land Owners and the Developer have entered into the Agreement purely as a contract on the basis of this joint venture agreement and under any circumstances this shall not be treated as partnership and/or Associations or persons in between the Land Owners and the Developer.

16.2. Immediately after possession of the premises, be given by the Land Owners, the Developer shall be entitled to start construction of the said building at the said premises in accordance with the sanctioned building plan.

16.3. The Land Owners 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 Land Owners indemnified against all actions suits proceedings costs charges and expenses in respect thereof.

16.4. As and from the date of completion of the building and transfer of possession to Land Owners, the Developer and/or its transferees and the Land Owners and/or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth taxes and other taxes and maintenance charges payable in respect of their respective spaces.

16.5. The proposed building to be constructed by the Developer shall be made in accordance with the specifications more fully and particularly mentioned and described in the **SCHEDULE "D"** hereunder written.

M/S. CONSTRUCTION

 Proprietor

16.6. The Developer hereby agrees and covenants with the Owners not to do any act deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any part of the Owner's Allocation in the **NEW BUILDING**.

16.7. That after the sanction of the building plan, the Developer shall be liable to pay and bear all costs of property taxes, dues and outgoings in respect of the said property until the construction of **NEW BUILDING** in terms of this Agreement is completed and/or possession of the/apartments in respect of the Owner's Allocation are handed over to the Owners. Such portions of the property taxes, Khaznas to BLRO dues and other outgoing in respect of the said property as it relates to the period prior thereto shall be responsibility of the Owners and the owners shall pay and clear the same within one month from the date hereof on and from the date of handing over possession of the apartment to the Owners and/or the prospective purchaser or purchasers all taxes dues and outgoing corresponding individual apartments will be paid and borne by the Owners and/or respective purchaser or purchasers.

16.8. The Developer doth hereby agrees and covenants with the Owners not to let out, grant lease, transfer, mortgage and/or charge any portion of the newly constructed building and/or corresponding common facilities other than out of the Developer's Allocation as mentioned herein above.

16.9. After handing over possession of all flats of the building, the Owners and the Developer shall jointly frame the Scheme for the maintenance and management of the said **NEW BUILDING** and the said property. The Owners and the Developer and/or their respective nominees or assignees shall be bound to abide by rules and regulations as may be framed for the maintenance of the **NEW BUILDING** and the said property by the Association/Society to be formed.

16.10. Be it noted for formation of Owner's Association, charges will be borne by all occupiers of the building.

16.11. The Owner's Allocation in the proposed **NEW BUILDING** shall be subject to the same restrictions and use so far as applicable to the Developer's Allocation in the **NEW BUILDING** intended for common benefits for all occupiers of the building.

PRINCE CONSTRUCTION
Pratik Khambhani
 Proprietor

16.12. Neither party shall use, nor permit the use of the area of their respective Allocation in the **NEW BUILDING**, nor any portion thereof, for any purpose which may cause any hazard to the other occupiers of the building.

16.13. The Developer shall keep this original Development Agreement in its custody including original papers and documents relating to said premises.

ARTICLE-XVII: FORCE MAJEURE

17.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations prevented by the existence of the "**Force Majeure**" and shall be suspended from the obligation during the duration of the "**Force Majeure**".

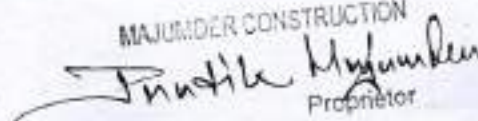
17.2. "**Force Majeure**" shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material or skilled labour, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any Government or Court orders.

ARTICLE - XVIII : PENAL CLAUSE

18.1 If the Developer fails and/or neglect to complete the construction in terms of this Agreement, then the Developer shall pay a sum of 1,000/- (Rupees one thousand) only per day to land owners herein for the period of delay.

ARTICLE - XIX: ARBITRATION

19.1 In case of any disputes, differences and/or question arising out of and concerning this Agreement between the parties hereto the

MAJUMDER CONSTRUCTION

 Proprietor

matter will be referred to joint arbitration of two arbitrators one chosen by each party and the decision of the said Arbitrator shall be final and binding upon the parties.

JURISDICTION

19.2 The High Court at Kolkata and the Court subordinate thereto alone shall have the jurisdiction to try and entertain all disputes relating to this Agreement and in connection with the construction work and related matters.

19.2 All dispute and differences arising out of this Agreement or in relation to determination of any liability of the parties hereto or to the construction and interpretation of any of the terms herein and the meaning thereof the parties shall have liberty to take recourse of law by instituting Civil and Criminal Proceeding before the Competent Court of Law, Real Estate Regulatory authority where jurisdiction lies.

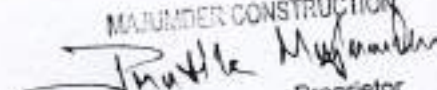
ARTICLE - XX: TITLE DEEDS

20 1. The Owners doth hereby deliver to the Developer, the original Title Deeds and other documents in respect of the said property. The said Title Deeds and documents shall be retained by the Developer as Trustee for the purpose of fulfillment of this Agreement.

20. 2. The said original Title Deeds shall be delivered by the Developer to the Association and/or Societies as may be formed for the maintenance of the common facilities in the **NEW BUILDING** and the said property.

SCHEDULE 'A' AS REFERRED TO ABOVE (i.e. the entire premises.)

ALL THAT piece and parcel of Bastu land measuring about **6 Cottah 14 Chittack 60 sq.ft** together with two storied building thereon measuring about **1934 sq.ft (967 sq.ft + 967 sq.ft)** and **501 sq.ft RTS** lying and situates at Mouza- Purba Barisha, Pargana- Khaspur, J.L. NO. 23, R.S NO. 43, Touzi No. 1-5, C.S Khatian No. 31, 32, 33 under C.S Dag No. 2186, corresponding to R.S Khatian No. 1976 & 2179, R.S Dag No. 2186 & 2186/2446, L.R Dag No. 2186 & 2186/2446, L.R Khatian NO. 12753, 13001, 13209, **K.M.C Premises 70 Mahatma Gandhi Road**, Police Station - Haridevpur, Kolkata-700104, under Assessee No.711431401488 within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 143, District-South 24 Parganas together with all easement rights, appurtenants thereto, along with the right of user of common passage and all other common paths, spaces and facilities and amenities, drainage, water courses, telephone and electric supply services and all other such amenities attached to the said property (Zone- J.L.Sarani to

MAJUMDER CONSTRUCTION

 Proprietor

Karbardanga More,, premises located on M.G.Road) & butted and bounded in the manner following:-

NORTH: Mahatma Gandhi Road.

SOUTH: By rest of the land of Anju Banik (1, Bidhan Pally).

EAST : By 12 ft wide road.

WEST : By land and building of Deepika Samadder.

SCHEDULE "B" AS REFERRED TO ABOVE
(i.e. the Owners' Allocation)

The Owners Allocation shall mean:- 1) (a) The Owner No.1 Gautam Dutta will get will get 3 (three) self-contained residential flat out of which one consisting three bed rooms and rest 2 flats each consisting of two bed rooms, 1 dining cum Living, 1 kitchen, 1 toilet, 1 W.C totally measuring about 2000 sq. ft built up area, out of which one should be on the 1st floor north west side, rest two flats on the top floor south east side and south west side and one car parking space on the ground floor back side and one shop room measuring about 100 sq.ft on the ground floor, in lieu of his land share.

(b) Besides the above Owner no. 1 Gautam Dutta will get a non-refundable amount of Rs. 5,00,000/- (Rupees five lacs) only and already paid before execution of this presents, and already acknowledged.

2) (a) The Owner No. 2 Smt. Trishita Roy will get 2 (two) self-contained residential flat consisting of two bed rooms, 1 dining cum Living, 1 kitchen, 1 toilet, 1 W.C on the Third Floor, one on the North East and other on South East Side each measuring about 600 sq.ft built up area and one car parking space on the ground floor measuring 168 sq. ft built up area.

(b) Besides the above Owner no. 2 Trishita Roy will get a non-refundable amount of Rs. 5,00,000/- (Rupees five lacs) only and already paid before execution of this presents and already acknowledged.

3) (a) Owner No. 3 Swapan Kumar Banik will get total 2(Two) flats out of which One self-contained 2BHK residential flat measuring about 600 sq.ft carpet area on the back side (South East Side) of first floor and One self-contained 2BHK residential flat measuring about 600 sq.ft carpet area on the back side (South East Side) of 2nd floor, both consisting of two bed rooms, 1 dining cum Living, 1 Balcony, 1 kitchen, 1 toilet, 1 W.C.

(b) Two car parking space on the ground floor measuring about 135 sq.ft each, on the back side.

(a) Non-refundable sum of Rs. 9,50,000/- (Rupees nine lacs fifty thousand) only paid before execution of this presents, and already acknowledged.

MAJUMDER CONSTRUCTION

Pranab Majumder
Proprietor

Be it noted that all terms and conditions of this agreement shall remain valid all time, and if required any changes will be finalized through a supplementary notarized agreement on getting building plan sanctioned. In case any changes in measurement on final sanction area, in that case Developer as well as Owners is liable to compensate each other @ 3500 per sq.ft (built up area) for the excess area against their allocated flat.

(Be It Noted that this Allotted Portion will only be applicable through proper registration of deed of Partition on getting possession therein)

SCHEDULE 'C' AS REFERRED TO ABOVE

(i.e. the Developer's Allocation)

Developer's Allocation shall mean, save and except the Owners' Allocation of the aforesaid flats and car parking space, morefully and particularly mentioned in Schedule "B" herein above of the proposed new building, all the remaining constructed area consisting several flat or flats, and car-parking space or spaces in the proposed new building together with undivided impartible proportionate share or interest in the land at the said premises as more fully described in the Schedule-A herein above written along with all common facilities and amenities, benefits and privileges in the common parts and service areas along with other flat Owners/occupiers at the said premises.

SCHEDULE 'D' AS REFERRED TO ABOVE

(Details of fixture, fittings, standard materials etc. to be provided in the Owners' Allocation)

1. Construction : R.C.C structure, Column, Brick wall as per sanctioned plan.
2. Entire flooring of the flat will be made of marble/tiles, interior walls should be covered with Putty & Toilet floor will be made of marble/tiles, walls tile up to 6' ft, and one basin.
3. In the Kitchen one cooking platform of black stone with granite, wall dado of glazed tiles up to 2'6" inches height over the platform and one sink (steel made) will be provided with tap connection.
4. Door: Main door of the flat will be wooden frame with flush door, fitted with eye hole, and other doors will be wooden frame with commercial ply/flush door.
5. Window: Aluminum sliding window with grills will be provided including the 4 mm. glass.
6. In the toilet, one western commode with cistern shall be provided in addition to this 2 Tap connection, one shower connection, and one geyser connection shall be provided in each flat.
7. Height of the flat will be erected as per sanction of Building plan.

MAJUMDER CONSTRUCTION

Pratik Majumder
Proprietor

8. Concealed wiring with points as under:

- (a) Bed room : 3 light points, 1 fan point, 1 plug point (5 Amp.) 1 A.C Point.
- (b) Toilet : 1 light point, 1 Plug Point (15 amp), 1 exhaust fan point.
- (c) Kitchen : 1 light point, 4 plug point (two 5 Amp. ± two 15 Amp.), 1 Fan point.
- (d) Drawing & dining: 3 light points, 2 fan points, 2 plug points (one 5 Amp. + one 15 Amp).
- (e) Balcony : 1 light point and 1 plug point and one fan point.
- (9) Calling bell connection in the each flat above/beside the door frame.
- (10) Sanitary/ plumbing fittings: All fittings of standard qualities will be provided and ensured that the flat conform to class I standard.
- (11) Special fittings as per Owners' choice will be provided at extra cost.
- (12) Lift - reputed make.

SCHEDULE 'E' AS REFERRED TO ABOVE

(Common rights/services/facilities/amenities)

- 1. Entrance and exist of the building.
- 2. The foundation, columns, girders, beams, supporting main walls, the main gate of the premises and the passage leading to the building.
- 3. External wall shall be 8 inches thick and partition walls shall be 3 inches thick.
- 4. Boundary walls and main gate,
- 5. Entrance lobby, electric utility space,
- 6. Water pump space,
- 7. Lift, Staircase and landings on ground floors,
- 8. Septic tank, Drainage and sewerage lines and other installation for the same except only those which are installed within the exclusive of any unit exclusively for its use.
- 9. Electric sub-station and electrical wirings and other fittings excluding only those as are installed within the exclusive area of any unit exclusively for its use.
- 10. Water pumps with motors, water reservoir, together with all common plumbing installation for carriage of water excluding only such parts of installations and fittings as are exclusively with and for the unit.

MAJUMDER CONSTRUCTION

Frankie Majumder
Proprietor

11. Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or around the land and buildings are necessary for passage to and / or user of the units in common by the co-Owners.
12. The ultimate roof together with parapets thereon.

SCHEDULE 'F' ABOVE REFERRED TO

(Common Expenses/Maintenance Charges)

(Common expenses to be borne subsequently by all the occupiers of the building)

1. The expenses of maintaining, repairing, redecorating etc. of the building, gutters and rain water pipes of the building, water, pipes, sanitary pipes, gas pipes and electric pipes, wires and installation, under or upon the building and enjoyed or used as common and the boundary walls of the Premises and its compound etc.
2. The costs of cleaning and lighting the passage landing staircase and other parts of the building and enjoyed or used by the Occupier /s in common as aforesaid.
3. The costs of the decorating the exterior of the building.
4. The costs or the salaries of caretakers, clerks, bill collector, chowkidars, sweepers, mistries etc. if any, appointed by the Vendors of the flats jointly on formation of any Association by the Owner.
5. The costs of working and maintenance of light and service charges of the common areas and facilities.
6. The costs of working and maintenance of pump, and other equipments.
7. K.M.C and other taxes and / or any levies.
8. Insurance of the building and pumps against all types of risks.
9. Capital or recurring expenditure for replacement of all or any item comprised in the general common parts and portions and common facilities.
10. Common other expenses as necessary or incidental for the maintenance of the said building.

MAJUMDER CONSTRUCTION

Santhia Majumder
Proprietor

IN WITNESS WHEREOF the parties hereunto put their respective hands on the day, month and year first above written.

WITNESSES:

1. Goutam Datta
2. Taishita Roy
3. Swapan Kumar Banik

1. Swapanki Banik
Santibasi, 5,
Bidhanpally (M.G. Road)
P.O. - Joka, Kolkata. 700104

.....
(SIGNATURES OF LAND OWNERS).

MAJUMDER CONSTRUCTION

Swapan Kumar Banik
Proprietor

2. Nirmal Chandra Biswas
A-13/1, Diamond Park,
Joka, Kol-104.

.....
(SIGNATURE OF THE DEVELOPERS)

Read over, explained in Vernacular to the Parties and admitted to be correct and Drafted by me and prepared in my serasta as per instructions and documents supplied by the parties herein.,

Bimal Ch Lahiri

Advocate

Alipore Judges Court, Kolkata- 700 027

BIMAL CH. LAHIRI, MA, LLB

Advocate

Alipore Judges Court

Typed by me: S. Roy
Enrollment No. -WB/235/02

S. Roy
S. Roy

Alipore Judges Court, Kol-~~027~~



LEFT HAND					
RIGHT HAND					

NAME : GAUTAM JUTTA
SIGNATURE : *Gautam Jutta*



LEFT HAND					
RIGHT HAND					

NAME : TRISHITA ROY
SIGNATURE : *Trishita Roy*



LEFT HAND					
RIGHT HAND					

NAME : SWAPAN KUMAR BANIK
SIGNATURE : *Swapan Kumar Banik*



LEFT HAND					
RIGHT HAND					

NAME : PRATIK MASUMDER
SIGNATURE : *Pratik Masumder*



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



192024250304786348

GRN Details

GRN:	192024250304786348	Payment Mode:	SBI Epay
GRN Date:	06/12/2024 10:11:32	Bank/Gateway:	SBlePay Payment Gateway
BRN :	2096849714513	BRN Date:	06/12/2024 10:11:53
Gateway Ref ID:	243418950855	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	061220242030478633	Payment Init. Date:	06/12/2024 10:11:32
Payment Status:	Successful	Payment Ref. No:	2003095056/9/2024

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr Pratik Majumder
Address:	73 M G Road Kol 104
Mobile:	9836142290
Period From (dd/mm/yyyy):	06/12/2024
Period To (dd/mm/yyyy):	06/12/2024
Payment Ref ID:	2003095056/9/2024
Dept Ref ID/DRN:	2003095056/9/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003095056/9/2024	Property Registration- Stamp duty	0030-02-103-003-02	19021
2	2003095056/9/2024	Property Registration- Registration Fees	0030-03-104-001-16	19521
			Total	38542

IN WORDS: THIRTY EIGHT THOUSAND FIVE HUNDRED FORTY TWO ONLY.



Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip

Query No / Year	2003095056/2024	Office where deed will be registered
Query Date	06/12/2024 9:28:46 AM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	Sandip Ghughu 12A, Swamiji Road, Thana : Behala, District : South 24-Parganas, WEST BENGAL, PIN - 700060, Mobile No. : 6290094486, Status : Buyer/Claimant	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4305] Declaration [No of Declaration : 2], [4311] Receipt [Rs : 19,50,000/-]	
Set Forth value	Market Value	
Rs. 1,44,50,000/-	Rs. 1,44,91,423/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 20,021/- (Article:48(g))	Rs. 19,521/- (Article:E, E, B)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 1,000/-
Remarks		

Land Details :

District: South 24-Parganas, Thana: Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mahatma Gandhi Rd, Road Zone : (J.L. Sarani – Kabar Danga More (Premises Located on M.G.Road)) , , Premises No: 70, , Ward No: 143, Pin Code : 700104

Sch No	Plot Number	Khatian Number	Land Use/ROR Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	6 Katha 14 Chatak	1,28,50,000/-	1,28,90,623/-	Property is on Road
Grand Total :				11.3438D _{nc}	128,50,000 /-	128,90,623 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1934 Sq Ft.	14,50,000/-	14,50,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 967 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 967 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L1	501 Sq Ft.	1,50,000/-	1,50,300/-	Structure Type: Structure

Gr. Floor, Area of floor : 501 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type:



Tiles Shed, Extent of Completion: Complete

Total : 2435 sq ft	16,00,000 /-	16,00,800 /-
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Land Lord Details :

SI No	Name & address	Status	Execution Admission Details :
1	Mr GAUTAM DUTTA, (Alias: Mr Gautam Kumar Dutta) Son of Late Dharendra Nath Dutta, lakua Bidhan Pally., City:- Not Specified, P.O:- Joka, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8, PAN No. AExxxxxx7P, Aadhaar No.: 88xxxxxxxx6593, Status :Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
2	Mrs TRISHITA ROY Daughter of Late Tapan Dutta, 16A, Kalikumar Banerjee Lane., City:- Kolkata, P.O:- Cossipore, P.S:-Chitpur, District:-Kolkata, West Bengal, India, PIN:- 700002 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX5, PAN No. AJxxxxxx6K, Aadhaar No.: 43xxxxxxxx8047, Status :Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
3	Mr SWAPAN KUMAR BANIK Son of Late Megh Lal Banik,, 1 Santibari, Bidhan Pally., City:- Not Specified, P.O:- Joka, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, Date of Birth:XX-XX-1XX9, PAN No. ARxxxxxx0A, Aadhaar No.: 51xxxxxxxx9875, Status :Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self

Developer Details :

SI No	Name & address	Status	Execution Admission Details :
1	Majumder Construction (Sole Proprietorship) ,73, Mahatma Gandhi Road, Bidhan Pally., City:- Not Specified, P.O:- Joka, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Date of Incorporate:XX-XX-1XX9, PAN No. BGxxxxxx4G, Aadhaar No Not Provided by UIDAI Status :Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details :

SI No	Name & Address	Representative of
1	Mr PRATIK MAJUMDER Son of Mr Prasanta Majumder 73, M G Road, Bidhan Pally., City:- Not Specified, P.O:- Joka, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9, PAN No. BGxxxxxx4G , Aadhaar No.: 83xxxxxxxx1551	Majumder Construction (as proprietor)



Identifier Details :

Name & address

Mr Swaraj Naskar
 Son of Late M Naskar
 M.g. Road, City:- Not Specified, P.O:- Joka, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:-
 700104, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of Mr GAUTAM DUTTA, Mrs
 TRISHITA ROY, Mr SWAPAN KUMAR BANIK, Mr PRATIK MAJUMDER

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr GAUTAM DUTTA	Majumder Construction-2 Katha 10 Chatak 30 Sq Ft
2	Mrs TRISHITA ROY	Majumder Construction-1 Katha 5 Chatak 15 Sq Ft
3	Mr SWAPAN KUMAR BANIK	Majumder Construction-2 Katha 14 Chatak

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr GAUTAM DUTTA	Majumder Construction-967 Sq Ft
2	Mrs TRISHITA ROY	Majumder Construction-967 Sq Ft

Transfer of property for S2

Sl.No	From	To. with area (Name-Area)
1	Mr SWAPAN KUMAR BANIK	Majumder Construction-501 Sq Ft

Owner and Land or Building Details as received from KMC :

Sc. No.	Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Details
L1	Assessment No. : 711431401488 Premises No. : 70 Ward No. : 143 Street Name : MAHATMA GANDHI ROAD	Reference Deed No. : I-5356/2024 Date of Registration. : Jun 18, 2024 Office Where Registered : ADSRBEHALA	Owner Name : GOUTAM DUTTA,TRISHITA ROY,SWAPAN KUMAR BANIK Owner Address : 70MAHATMA GANDHI ROAD , PO:JOKA,PS:HARIDEV PUR , KOLKATA Pin No. : 700104	Character of Premises: Constructed Building Total Area of Land: 6 Cottah, 14 Chatak,

Note:

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 05-01-2025) for e-Payment . Assessed market value & Query is valid for 30 days.(i.e. upto 05-01-2025)
3. Standard User charge of Rs. 300/-(Rupees Three hundred) only includes all taxes per document upto 17 (seventeen) pages and Rs 9/- (Rupees Nine) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.



Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.

7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
11. This eAssessment Slip can be used for registration of respective deed in any of the following offices:
D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - II SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-PARGANAS, D.S.R. - IV SOUTH 24-PARGANAS, A.D.S.R. BEHALA, D.S.R. - V SOUTH 24-PARGANAS, A.R.A. - I KOLKATA, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA

