



**BETWEEN 1) SRI ANJAN DUTTA (PAN AEIPD1170Q) (AADHAAR No. 5882 4555 6253)**, son of Late Ashim Kumar Dutta, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at **"PRERONA"**, 211E, Unique Park, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, **2) SRI PARTHA BANERJEE (PAN GXGPB1114R) (AADHAAR No. 5502 1657 0298)**, son of Late Promotho Nath Banerjee alias Late Pramatha Nath Banerjee and **3) SMT. SRABANTI CHATTERJEE (PAN BZKPC9822J) (AADHAAR No. 4113 2890 9612)**, wife of Sri Sourav Chatterjee and daughter of Late Promotho Nath Banerjee alias Late Pramatha Nath Banerjee, **Nos. 2 and 3** are by Faith- Hindu, by Nationality- Indian, by Occupation- **No. 2** Business and **No. 3** Housewife respectively, **No. 2** residing at 570, Diamond Harbour Road, P.O. Behala, Police Station- previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas and **No. 3** residing at 53/3/2, DR. A. K. Paul Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas, hereinafter collectively called and referred to as the **LANDOWNERS/FIRST PARTY** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include each of their respective legal heirs, successors, administrators, executors, legal representatives and assigns) of the **FIRST PART**.

**AND**

**"M/S. E SQUARE DEVELOPER"**, a Proprietorship Concern, having its Office at 2/2, Siddhinath Chatterjee Road, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, represented by its sole



Proprietor **SRI ANJAN DUTTA (PAN AEIPD1170Q) (AADHAAR No. 5882 4555 6253)**, son of Late Ashim Kumar Dutta, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at **"PRERONA"**, 211E, Unique Park, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, hereinafter called and referred to as the **BUILDER/DEVELOPER/SECOND PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, successors, administrators, executors, legal representatives and assigns) of the **SECOND PART**.

administrators, executors, representatives and assigns) of the **SECOND PART**.

**WHEREAS** one Sri Aloke Nath Banerjee (since deceased), son of Narendra Nath Banerjee, was the absolute recorded owner of **ALL THAT** piece and parcel of land measuring an area 5 (Five) Cottahs be the same or a little more or less along with a One Storied Building measuring 700 sq.ft. standing thereon, lying and situated at Mouza- Gangarampur, Pargana- Magura, R.S. No. 189, J.L. No. 105, District Collectorate Touzi Nos. 101, comprised in Dag No. 93, R.S. Khatian No. 215, at 570, Diamond Harbour Road, P.S. previously Behala now Parnasree, Kolkata- 700034, District- previously 24 Parganas now South 24 Parganas, within the limits of the then South Suburban Municipality then the Calcutta Municipal Corporation (S.S. Unit) now The Kolkata Municipal Corporation (S.S. Unit), Ward No. 128, A.D.S.R. Behala, previously 24 Parganas now South 24 Parganas.

**AND WHEREAS** Sri Aloke Nath Banerjee (since deceased), while in peaceful enjoyment and occupation of the same, by virtue of a Registered Indenture of Conveyance dated 22<sup>nd</sup> day of November, 1959, had sold,

transferred and conveyed and assured **ALL THAT** piece and parcel of  $1/4^{\text{th}}$  undivided impartible share and interest of the land, lying and situated at Mouza- Gangarampur, Pargana- Magura, R.S. No. 189, J.L. No. 105, District Collectorate Touzi Nos. 101, comprised in Dag No. 93, R.S. Khatian No. 215, at 570, Diamond Harbour Road, P.S. previously Behala now Parnasree, Kolkata- 700034, District- previously 24 Parganas now South 24 Parganas, within the limits of the then South Suburban Municipality then the Calcutta Municipal Corporation (S.S. Unit) now The Kolkata Municipal Corporation (S.S. Unit), Ward No. 128, A.D.S.R. Behala, previously 24 Parganas now South 24 Parganas, which was registered in the Office of Sub- Registrar at Alipore Sadar and duly recorded in Book No. 1, Volume No. 142, Pages from 248 to 254, Being No. 9506 for the year 1959, unto and in favour of his one brother Sri Promotho Nath Banerjee alias Sri Pramatha Nath Banerjee (since deceased), free from all encumbrances.

**AND WHEREAS** by virtue of a Registered Indenture of Conveyance dated 22<sup>nd</sup> day of November 1959, the said Sri Aloke Nath Banerjee (since deceased), had sold, transferred, conveyed and assured **ALL THAT** piece and parcel of  $1/4^{\text{th}}$  undivided impartible share and interest of the said property, lying and situated at Mouza- Gangarampur, Pargana- Magura, R.S. No. 189, J.L. No. 105, District Collectorate Touzi Nos. 101, comprised in Dag No. 93, R.S. Khatian No. 215, at 570, Diamond Harbour Road, P.S. previously Behala now Parnasree, Kolkata- 700034, District- previously 24 Parganas now South 24 Parganas, within the limits of the then South Suburban Municipality then the Calcutta Municipal Corporation (S.S. Unit) now The Kolkata Municipal Corporation (S.S. Unit), Ward No. 128, A.D.S.R.



Behala, previously 24 Parganas now South 24 Parganas, unto and in favour of his another brother Sri Bijoy Nath Banerjee and the said Indenture was registered in the Office of Sub- Registrar at Alipore Sadar and duly recorded in the Book No, 1, Volume No. 149, Pages from 264 to 270, Being No. 9507 for the year 1959, free from all encumbrances.

**AND WHEREAS** the aforesaid Sri Alope Nath Banerjee (since deceased), while in peaceful and khas possession and enjoyment of the aforesaid property sold, transferred, acquitted, released, conveyed and assured and forever discharge right, title and interest of **ALL THAT** piece and parcel of 1/4<sup>th</sup> undivided impartible share of the said property, lying and situated at Mouza- Gangarampur, Pargana- Magura, R.S. No. 189, J.L. No. 105, District Collectorate Touzi Nos. 101, comprised in Dag No. 93, R.S. Khatian No. 215, at 570, Diamond Harbour Road, P.S. previously Behala now Parnasree, Kolkata- 700034, District- previously 24 Parganas now South 24 Parganas, within the limits of the then South Suburban Municipality then the Calcutta Municipal Corporation (S.S. Unit) now The Kolkata Municipal Corporation (S.S. Unit), Ward No. 128, A.D.S.R. Behala, previously 24 Parganas now South 24 Parganas, unto and in favour of his another brother namely Sri Amarnath Banerjee alias Sri Amar Nath Banerjee (since deceased) and the said Indenture was registered in the Office of Sub- Registrar at Alipore Sadar and duly recorded in the Book No, 1, Volume No. 168, Pages from 56 to 62, Being No. 9508 for the year 1959, free from all encumbrances.

**AND WHEREAS** after Conveyancing of all the aforesaid Deeds the said 1) Sri Alope Nath Banerjee (since deceased), 2) Sri Promotho Nath Banerjee alias Sri Pramatha Nath Banerjee (since deceased), 3) Sri Bijoy Nath Banerjee and

4) Sri Amarnath Banerjee alias Sri Amar Nath Banerjee (since deceased), became the joint owners of **ALL THAT** piece and parcel of land measuring an area 5 (Five) Cottahs more or less which is equivalent to 8.26 (Eight point Two Six) Decimals more or less but at present the physical measurement of the land is 4 (Four) Cottahs 9 (Nine) Chittacks 25 (Twenty Five) sq.ft. more or less which is equivalent to 7.59 (Seven point Five Nine) Decimals more or less along with 2 (Two) Nos. of Tenants, lying and situated at Mouza- Gangarampur, Pargana- Magura, R.S. No. 189, J.L. No. 105, District Collectorate Touzi Nos. 101, comprised in Dag No. 93, R.S. Khatian No. 215, at 570, Diamond Harbour Road, P.S. previously Behala now Parnasree, Kolkata- 700034, District- previously 24 Parganas now South 24 Parganas, within the limits of the then South Suburban Municipality then the Calcutta Municipal Corporation (S.S. Unit) now The Kolkata Municipal Corporation (S.S. Unit), Ward No. 128, A.D.S.R. Behala, previously 24 Parganas now South 24 Parganas.

**AND WHEREAS** after becoming the absolute owners the said property, the said 1) Sri Aloke Nath Banerjee (since deceased), 2) Sri Promotho Nath Banerjee alias Sri Pramatha Nath Banerjee (since deceased), 3) Sri Bijoy Nath Banerjee and 4) Sri Amarnath Banerjee alias Sri Amar Nath Banerjee (since deceased), being equal owners having undivided  $1/4^{\text{th}}$  share, right, title and interest on the said property got their names mutated in the Assessment Records of then South Suburban Municipality then the Calcutta Municipal Corporation (S.S Unit), now the Kolkata Municipal Corporation, (S.S Unit), Ward No. 128 and the said property after being Assessed known and numbered as of Municipal Premises No. 38, Diamond Harbour Road,



P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas and Mailing Address 570, Diamond Harbour Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation, (S.S Unit), Ward No. 128 vide Assessee No. 41-128-08-0032-0, A.D.S.R. Behala, South 24 Parganas, were in peaceful and khas possession of enjoyment after paying rents, necessary payments of impositions, taxes and other revenues to be paid to the Appropriate Authorities of the Government of West Bengal and thereafter the said 1) Sri Aloke Nath Banerjee (since deceased), 2) Sri Promotho Nath Banerjee alias Sri Pramatha Nath Banerjee (since deceased), 3) Sri Bijoy Nath Banerjee and 4) Sri Amarnath Banerjee alias Sri Amar Nath Banerjee (since deceased), had constructed a One Storied Building measuring 700 sq.ft. more or less thereon, more fully described and mentioned in the "First Schedule" hereunder written.

**AND WHEREAS** the said Sri Bijoy Nath Banerjee while thus seized and possessed of the said 1/4<sup>th</sup> undivided and undemarcated share of the aforesaid land, by dint of a Registered Deed of Conveyance dated 7<sup>th</sup> day of March, 1988, made between Sri Bijoy Nath Banerjee, therein described as the Vendor and Sri Promotho Nath Banerjee alias Sri Pramatha Nath Banerjee (since deceased), therein described as the Purchaser and for the valuable consideration mentioned therein, the said Vendor, sold, transferred, conveyed and assured unto the said Purchaser **ALL THAT** 1/4<sup>th</sup> undivided and undemarcated share of the land measuring an area 1 (One) Cottah 4 (Four) Chittacks more or less, lying and situated at Mouza-

Gangarampur, Pargana- Magura, R.S. No. 189, J.L. No. 105, District Collectorate Touzi Nos. 101, comprised in Dag No. 93, R.S. Khatian No. 215, being Municipal Premises No. 38, Diamond Harbour Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas and Mailing Address 570, Diamond Harbour Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation, (S.S Unit), Ward No. 128 vide Assessee No. 41-128-08-0032-0, A.D.S.R. Behala, South 24 Parganas and the said Deed of Conveyance was duly registered at the Office of the Sub- Registrar at Alipore and recorded in Book No. 1, Volume No. 15, Pages from 219 to 226, Being No. 868 for the year 1988.

**AND WHEREAS** by virtue of the aforesaid Deed of Conveyance dated 7<sup>th</sup> day of March, 1988, said Sri Promotho Nath Banerjee alias Sri Pramatha Nath Banerjee (since deceased), became the Owner of **ALL THAT**  $\frac{1}{2}$  undivided and undemarcated share of the said land measuring an area 2 (Two) Cottahs 8 (Eight) Chittacks more or less but at present the physical measurement of the land is 2 (Two) Cottahs 4 (Four) Chittacks 35 (Thirty Five) sq.ft. more or less, lying and situated at Mouza- Gangarampur, Pargana- Magura, R.S. No. 189, J.L. No. 105, District Collectorate Touzi Nos. 101, comprised in Dag No. 93, R.S. Khatian No. 215, being Municipal Premises No. 38, Diamond Harbour Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas and Mailing Address 570, Diamond Harbour Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation, (S.S Unit),



Ward No. 128 vide Assessee No. 41-128-08-0032-0, A.D.S.R. Behala, South 24 Parganas.

**AND WHEREAS** while seized and possessed of the said property, the said Amarnath Banerjee alias Amar Nath Banerjee died intestate on 02.11.1995, leaving behind his wife namely Smt. Dipali Banerjee (since deceased), his two daughters namely i) Smt. Mala Banerjee and ii) Smt. Ruma Mukherjee and his three sons namely i) Sri Anjan Bandyopadhyay, ii) Sri Nandan Banerjee and v) Sri Chandan Banerjee (since deceased), as his only legal heirs and successors, who all duly inherited the undivided 1/4<sup>th</sup> impartible right, title, interest and share over the said aforesaid property, left by the said deceased Amarnath Banerjee alias Amar Nath Banerjee, as per the HINDU SUCCESSION ACT, 1956.

**AND WHEREAS** while seized and possessed of the said property, the said Chandan Banerjee died intestate on 17.03.2002, leaving behind his mother namely Smt. Dipali Banerjee (since deceased), his wife namely Smt. Susmita Banerjee and his one daughter namely Smt. Indira Mitra, as his only legal heirs and successors, who all duly inherited the undivided share of the aforesaid property, left by the said deceased Chandan Banerjee, as per the HINDU SUCCESSION ACT, 1956.

**AND WHEREAS** while seized and possessed of the said property, the said Dipali Banerjee died intestate on 08.04.2010, leaving behind her two daughters namely i) Smt. Mala Banerjee and ii) Smt. Ruma Mukherjee, her surviving two sons namely i) Sri Anjan Bandyopadhyay, ii) Sri Nandan Banerjee and her daughter-in-law namely Smt. Susmita Banerjee and her one granddaughter namely Smt. Indira Mitra, as her only legal heirs and

successors, who all duly inherited the undivided share of the aforesaid property, left by the said deceased Dipali Banerjee, as per the HINDU SUCCESSION ACT, 1956.

**AND WHEREAS** while seized and possessed of the said property, the said Promotho Nath Banerjee alias Pramatha Nath Banerjee died intestate on 10.11.2012, leaving behind his one son namely i) Sri Partha Banerjee, the Landowner No. 1 herein and his one daughter namely Smt. Srabanti Chatterjee, the Landowner No. 2 herein, as his only legal heirs and successors, who both duly inherited the undivided  $\frac{1}{2}$  impartible right, title, interest and share over the said aforesaid property, left by the said deceased Promotho Nath Banerjee alias Pramatha Nath Banerjee, as per the HINDU SUCCESSION ACT, 1956, as the wife of the said deceased Promotho Nath Banerjee alias Pramatha Nath Banerjee namely Gita Banerjee Banerjee predeceased him on 15.06.2009.

**AND WHEREAS** while seized and possessed of the said property, the said Alope Nath Banerjee died intestate on 25.03.2016, leaving behind his two sons namely i) Sri Suman Banerjee and ii) Sri Gautam Banerjee and his two daughters namely i) Smt. Tanna Choudhury and ii) Smt. Juli Pandit, as his only legal heirs and successors, who all duly inherited the undivided  $\frac{1}{4}$ <sup>th</sup> impartible right, title, interest and share over the said aforesaid property, left by the said deceased Alope Nath Banerjee, as per the HINDU SUCCESSION ACT, 1956, as the wife of the said deceased Alope Nath Banerjee namely Gita Banerjee predeceased him on 30.09.2013.

**AND WHEREAS** by virtue of the aforesaid inheritance or devolution of interest in the said property, the said i) Smt. Mala Banerjee, ii) Smt. Ruma



Mukherjee, iii) Sri Anjan Bandyopadhyay, iv) Sri Nandan Banerjee, v) Smt. Susmita Banerjee, vi) Smt. Indira Mitra, vii) Sri Suman Banerjee, viii) Sri Gautam Banerjee, ix) Smt. Tanna Choudhury and x) Smt. Juli Pandit, become the absolute joint Owners of **ALL THAT** piece and parcel of **50%** share of undivided Bastu Land measuring an area 2 (Two) Cottahs 4 (Four) Chittacks 35 (Thirty Five) sq.ft. more or less along with **50%** share of undivided One Storied Building measuring 350 sq.ft. more or less standing thereon **out of** total Bastu land measuring an area 4 (Four) Cottahs 9 (Nine) Chittacks 25 (Twenty Five) sq.ft. more or less along with a One Storied Building measuring 700 sq.ft. more or less standing thereon, lying and situated at Mouza- Gangarampur, Pargana- Magura, R.S. No. 189, J.L. No. 105, District Collectorate Touzi Nos. 101, comprised in Dag No. 93, R.S. Khatian No. 215, being Municipal Premises No. 38, Diamond Harbour Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas and Mailing Address 570, Diamond Harbour Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation, (S.S Unit), Ward No. 128 vide Assessee No. 41-128-08-0032-0, A.D.S.R. Behala, South 24 Parganas and were enjoying the same by payment of rates and taxes to the Appropriate Authorities, free from all encumbrances, charges, liens, lis pendens, acquisition, requisition or trusts whatsoever or howsoever nature.

**AND WHEREAS** while seized and possessed the said undivided property, the said i) Smt. Mala Banerjee, ii) Smt. Ruma Mukherjee, iii) Sri Anjan Bandyopadhyay, iv) Sri Nandan Banerjee, v) Smt. Susmita Banerjee, vi) Smt.

Indira Mitra, vii) Sri Suman Banerjee, viii) Sri Gautam Banerjee, ix) Smt. Tanna Choudhury and x) Smt. Juli Pandit, by dint of a Registered Deed Of Conveyance dated 08.01.2025, had sold, conveyed, transferred and assured **ALL THAT** piece and parcel of **50%** share of undivided Bastu Land measuring an area 2 (Two) Cottahs 4 (Four) Chittacks 35 (Thirty Five) sq.ft more or less along with **50%** share of undivided One Storied Building measuring 350 sq.ft. more or less standing thereon, cemented flooring **out of** said total Bastu land measuring an area 4 (Four) Cottahs 9 (Nine) Chittacks 25 (Twenty Five) sq.ft. more or less along with a One Storied Building measuring 700 sq.ft. more or less standing thereon, **cemented flooring**, lying and situated at Mouza- Gangarampur, Pargana- Magura, R.S. No. 189, J.L. No. 105, District Collectorate Touzi Nos. 101, comprised in Dag No. 93, R.S. Khatian No. 215, being Municipal Premises No. 38, Diamond Harbour Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas and Mailing Address 570, Diamond Harbour Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation, (S.S Unit), Ward No. 128 vide Assessee No. 41-128-08-0032-0, A.D.S.R. Behala, South 24 Parganas, in favour of the Landowner No. 1 herein, at a valuable consideration mentioned therein and the said Deed Of Conveyance duly registered at the Office of the D.S.R.- II at Alipore, South 24 Parganas and recorded in Book No. 1, Volume No. 1602-2025, Being No. 166200.217.. for the year 2025.

**AND WHEREAS** now the Landowners herein, become the joint Owners of the said **ALL THAT** piece and parcel of Bastu land measuring an area 4

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(Four) Cottahs 9 (Nine) Chittacks 25 (Twenty Five) sq.ft. more or less along with a One Storied Building measuring 700 sq.ft. more or less standing thereon, cemented flooring along with 2 (Two) Nos. of Tenants, lying and situated at Mouza- Gangarampur, Pargana- Magura, R.S. No. 189, J.L. No. 105, District Collectorate Touzi Nos. 101, comprised in Dag No. 93, R.S. Khatian No. 215, being Municipal Premises No. 38, Diamond Harbour Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas and Mailing Address 570, Diamond Harbour Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation, (S.S Unit), Ward No. 128 vide Assessee No. 41-128-08-0032-0, A.D.S.R. Behala, South 24 Parganas and paying taxes regularly and have been enjoying the same without any interruption whatsoever.

**AND WHEREAS** now the Landowners hercin, become the absolute joint Owners in respect of the said First Schedule Property and have been enjoying the same without any interruption whatsoever.

**AND WHEREAS** with a view to develop the First Schedule property and erect a Multistoried Building with Lift facility thereon the Owners herein invited the Developer herein to undertake the charge of such development and/or constructional work over the land as described in the Schedule below, free from all encumbrances.

**AND WHEREAS** the Developer herein, who has earned sufficient goodwill in the field of development of the land and construction of the building and on coming to know has agreed with the said proposal of Owners and agreed to

undertake the charge of such Constructional work and/or development works of the land as described in the First Schedule below.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-**

**ARTICLE - I**

**DEFINITIONS**

**OWNERS : 1) SRI ANJAN DUTTA (PAN AEIPD1170Q) (AADHAAR No. 5882 4555 6253)**, son of Late Ashim Kumar Dutta, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at **"PRERONA"**, 211E, Unique Park, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, **2) SRI PARTHA BANERJEE (PAN GXGPB1114R) (AADHAAR No. 5502 1657 0298)**, son of Late Promotho Nath Banerjee alias Late Pramatha Nath Banerjee and **3) SMT. SRABANTI CHATTERJEE (PAN BZKPC9822J) (AADHAAR No. 4113 2890 9612)**, wife of Sri Sourav Chatterjee and daughter of Late Promotho Nath Banerjee alias Late Pramatha Nath Banerjee, **Nos. 2 and 3** are by Faith- Hindu, by Nationality- Indian, by Occupation- **No. 2** Business and **No. 3** Housewife respectively, **No. 2** residing at 570, Diamond Harbour Road, P.O. Behala, Police Station- previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas and **No. 3** residing at 53/3/2, DR. A. K. Paul Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas, shall mean their legal heirs, successors, executors, legal representatives and assigns, as the case may be.



**DEVELOPER: "M/S. E SQUARE DEVELOPER"**, a Proprietorship Concern, having its Office at 2/2, Siddhinath Chatterjee Road, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, represented by its sole Proprietor **SRI ANJAN DUTTA (PAN AEIPD1170Q) (AADHAAR No. 5882 4555 6253)**, son of Late Ashim Kumar Dutta, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at **"PRERONA"**, 211E, Unique Park, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, shall mean it's successors in Office and assigns as the case may be.

**SAID PROPERTY :** Multistoried Building with Lift facility to be constructed on and upon the First Schedule land as per plan that will be sanctioned by the Developer herein, from the Kolkata Municipal Corporation (S.S. Unit) in the name of the present Owners along with common facilities, benefits, amenities at **ALL THAT** piece and parcel of Bastu land measuring an area 4 (Four) Cottahs 9 (Nine) Chittacks 25 (Twenty Five) sq.ft. more or less along with a One Storied Building measuring 700 sq.ft. more or less standing thereon, cemented flooring, lying and situated at Mouza- Gangarampur, Pargana- Magura, R.S. No. 189, J.L. No. 105, District Collectorate Touzi Nos. 101, comprised in Dag No. 93, R.S. Khatian No. 215, being Municipal Premises No. 38, Diamond Harbour Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas and Mailing Address 570, Diamond Harbour Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas, within the limits of the Kolkata

Municipal Corporation, (S.S Unit), Ward No. 128 vide Assessee No. 41-128-08-0032-0, A.D.S.R. Behala, South 24 Parganas, as described in the First Schedule below.

**PROPOSED BUILDING MEANS:** The proposed Multistoried Building with Lift facility to be constructed over the land as described in the First Schedule below.

**COMMON AREAS:** shall mean the passage, ways, stair ways, staircase, the ultimate roof, gates, common lavatory, all rainwater pipes, sewerage, fittings, manhole, pit, gullies, Kolkata Municipal Corporation filtered water connection and the pipe lines, water pump and over head Tank, underground water reservoir, boundary wall, Lift, Lift Room, Electric connection, electric supply to common areas and facilities, electric fixtures, in the common areas, main switch, electric meter room and other facilities which will be provided by the Developer, the particulars of such common areas are more clearly written in the **FOURTH SCHEDULE** hereunder.

**OWNERS' ALLOCATION:**

- 1) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat measuring more or less 600 sq.ft. super built up area on the First Floor, North- West side, in a complete and in a habitable condition of the proposed Multistoried Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.
- 2) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat measuring more or less 900 sq.ft. super built up area on the First Floor, South- West side, in a complete and in a habitable condition of the proposed Multistoried Building with Lift facility, with



proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.

3) The Landowners shall have to be allotted jointly 1 (One) No. of Car Parking Space measuring more or less 135 sq.ft. on the Ground Floor of the proposed Multistoried Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises.

4) Payment of Non- Refundable amount of Rs. 4,00,000/- (Rupees Four Lacs) only to be paid to the Landowner No. 2 herein by the Developer at the time of signing of this presents.

5) 1 (One) No. of Shifting Charges at the rate of Rs. 7,000/- (Rupees Seven Thousand) only per month shall be paid by the Developer to the Landowner No. 2 herein and the said Shifting Charges will be paid by the Developer to the Landowner No. 2 herein after getting the possession of the said premises in a peaceful vacant possession till handing over the said Owners' Allocation.

**DEVELOPER'S ALLOCATION:** Shall mean the remaining saleable Area in the proposed Multistoried Building with Lift facility as per Building Plan that will be sanctioned by the Kolkata Municipal Corporation authority other than the Allocation of the Owners as specifically written above in "Owners' Allocation" along with undivided proportionate share of right and interest in the First Schedule land together with all common facilities, benefits,

amenities, easements on the First Schedule land and the said proposed building to be constructed on **ALL THAT** piece and parcel of Bastu land measuring an area 4 (Four) Cottahs 9 (Nine) Chittacks 25 (Twenty Five) sq.ft. more or less along with a One Storied Building measuring 700 sq.ft. more or less standing thereon, cemented flooring, lying and situated at Mouza- Gangarampur, Pargana- Magura, R.S. No. 189, J.L. No. 105, District Collectorate Touzi Nos. 101, comprised in Dag No. 93, R.S. Khatian No. 215, being Municipal Premises No. 38, Diamond Harbour Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas and Mailing Address 570, Diamond Harbour Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation, (S.S Unit), Ward No. 128 vide Assessee No. 41-128-08-0032-0, A.D.S.R. Behala, South 24 Parganas, more fully and particularly described in the First Schedule written hereunder.

## **ARTICLE - II** **COMMENCEMENT**

The date of commencement of the building work shall be reckoned with effect from the date of obtaining Sanctioned Plan from the Kolkata Municipal Corporation or vacant possession of the property whichever is later in respect of the proposed construction on the First Schedule land and the work shall be completed within **36 (Thirty Six) months** thereof always



subject to bonafide force majeure circumstances beyond the control of the Developer. Time is the essence of this contract and the Landowners shall vacate the premises only after obtaining Sanction Plan from Kolkata Municipal Corporation.

### **ARTICLE - III** **OWNERS' RIGHT AND REPRESENTATIONS**

The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of Bastu land measuring an area 4 (Four) Cottahs 9 (Nine) Chittacks 25 (Twenty Five) sq.ft. more or less along with a One Storied Building measuring 700 sq.ft. more or less standing thereon, cemented flooring, lying and situated at Mouza- Gangarampur, Pargana- Magura, R.S. No. 189, J.L. No. 105, District Collectorate Touzi Nos. 101, comprised in Dag No. 93, R.S. Khatian No. 215, being Municipal Premises No. 38, Diamond Harbour Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas and Mailing Address 570, Diamond Harbour Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation, (S.S Unit), Ward No. 128 vide Assessee No. 41-128-08-0032-0, A.D.S.R. Behala, South 24 Parganas, more fully and particularly described in the First Schedule written hereunder or any portion thereof and the said Property is free from all sorts of encumbrances, liens, lispendence and charges. Moreover, the Landowners till this day have not entered into any Agreement for Sale or Joint Venture Agreement with any Third Party in respect of the said property. The said premises is free from all encumbrances, charges, liens, lispendence, attachments, trusts, acquisitions, requisitions whatsoever or howsoever.

If any defect in Title shall be found or if anybody shall dispute the Title of the Landowners in respect of the said premises or any suit or action or proceeding shall be initiated regarding the Title of the Landowners in respect of the said premises, then and in that event, it shall be the responsibility of the Landowners to defend such suits, proceedings, or actions at their own



costs and the Landowners hereby further agree to keep the Developer indemnified against all actions, suit, proceedings and cost, charges and expenses in respect thereof. The Landowners have every right to raise any objection or taking any step at any point of time if there is any violation of clauses of this Agreement.

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

The Landowners hereby grant right to the Developer to construct, erect and build the proposed Multistoried Building with Lift facility as per Sanctioned Building Plan.

#### **ARTICLE - V** **CONSTRUCTION**

In consideration of the Landowners having agreed to permit the Developer to commercially exploit the said premises by constructing, erecting the building i.e. building in accordance with the sanctioned plan as may be required by the Developer, the Developer has agreed to provide the Owners' Allocation in full in a habitable condition. The said Owners' Allocation along with the entire building shall be constructed and completed with good and standard materials which he must mention to "Owners" and the said building should be a decent building and shall contain all amenities which are normally provided for a decent building for residential purpose. The Landowners shall not be liable to pay or contribute nor shall the Developer be entitled to call upon the Landowners to pay and contribute any amount in the construction and completion of the building and/or the said Landowners' Allocation.

#### **ARTICLE - VI** **PROCEDURE**

The Landowners shall grant to the Developer and/or it's nominated person or persons a Registered Development Power of Attorney as may be required for the purpose of obtaining all necessary permissions and approvals from the different authorities in connection with the construction of the building and also for pursuing and following up the matter with the appropriate authority for the purpose of selling the share of land for the self- contained Flats of the Developer's Allocation to their nominated person or persons at the rate to be fixed by the Developer.

By virtue thereof the Developer shall sell and transfer the undivided proportionate share in the land underneath the building comprising in the portion of the Developer's allocation after handing over and making over the said Owners' Allocation with their satisfaction with the possession letter and letter of acceptance. The Developer shall execute the necessary Deed of Sale as Constituted Attorney of the Owners in respect of the Developer's Allocation as aforesaid at the absolute exclusion of any claim, demand,



objection, interference and intervention of the Landowners on any account and under any circumstances whatsoever.

The Developer shall spend all the money for all necessary permission for the said construction. Subsequent to that of making the plan by the Architect and sanctioned by the Kolkata Municipal Corporation, the Developer shall undertake the construction work in the said premises. The Developer shall undertake the said construction by the standard materials and the specification of materials as given in the Schedule hereunder and the Landowners shall not raise any objection or obstruction or method of construction and the Landowners shall not do anything by which the Developer may be restrained from doing or completing the constructional work of the said building in the said premises. Be it noted that prior to submit the Plan before the Kolkata Municipal Corporation for sanction, the Developer shall approved the same from the landowners herein.

All the men and machinery and materials will be supplied by the Developer at their costs and expenses.

All the branded quality of electrical goods, sewerage goods, water pipe line, bricks, sands, irons, windows, doors, stone chips and all other materials in relation to construction will be supplied by the Developer at its' own costs and the Landowners can not raise any objection for the same. All costs will be borne by the Developer regarding construction. The particular of such specification of construction are more clearly written in Fifth Schedule hereunder.

That the supervision of the construction of building will be undertaken by the Developer and the Landowners shall not raise any objection, save in case of violation of any of the Clauses of this Development Agreement. All negotiations for the necessary permissions for the construction of the building and also for electric connection, water connection, and sewerage system will be done by the Developer.

That the Developer shall negotiate the terms and conditions with the intending Purchaser(s) for the Flat(s) of the Developer's allocation and shall receive the entire consideration money from the intending Purchasers of the said flat (s) and shall discharge money receipt for the same. It is the absolute discretion of the Developer that the Developer shall nominate and/or select the intending Purchasers for the Developer allocation in the said premises and the Owners shall not be liable for any act done by the Developer and the Developer exclusively shall be liable for the same.

The Landowners shall grant a Development Power of Attorney to the Developer appointing him as their Attorney to negotiate with terms and conditions with the intending Purchaser/s, to collect consideration either in part or in full in respect of the Developer's allocation to admit and effect registration and to do all acts, deeds and things as found necessary for transferring the Developer allocated portion.



The Developer shall use in the said construction the standard and approved quality of materials as specified herein. The Developer shall remain obliged to hand over to the Landowners a copy of the Sanctioned Building Plan before commencement of the construction work. Original deeds or documents or records in respect of the said premises shall be handed over to the Developer by the Owners as and when required.

Land at the said premises approximately measuring 4 (Four) Cottahs 9 (Nine) Chittacks 25 (Twenty Five) sq.ft. be the same a little more or less and if it appears that the area of the land deviates a little more or less, the Landowners shall allow any adjustment of Landowners' Allocation on such account.

### **ARTICLE - VII** **POSSESSION AND CONSTRUCTION**

It has been agreed between the Landowners and the Developer that the construction, erection and completion of the said building shall be completed within 36 (Thirty Six) months from the date of the sanction of the Plan. The Developer shall on completion of new building, put the Landowners in possession of the Owners' Allocation in complete and habitable condition together with all rights in common specified as common areas and parts and/or facilities in the said building.

That the Owners shall be entitled to transfer or otherwise deal with the Owners' Allocation or portion thereof at the sole discretion of the Owners. The Developer has exclusive right to transfer the Developer's Allocation portion to the nominated persons of the Developer.

It is expressly agreed and declared that the Developer shall be entitled to Developer's Allocation in the said building after possession is made over to the Owners of the Owners' allocated portion constructed by the Developer. The construction of the Owners' Allocation shall be done by the Developer for and on behalf of and on account of the Owners and the Developer shall only be acting as Developer on behalf of the Owners.

The Developer shall be entitled to sell the Developer's Allocation as hereinabove mentioned together with the undivided proportionate share in the land and shall be entitled to deal with or dispose of the Developer's Allocation at the said new constructed Building.

The Landowners shall co-operate with the Developer in obtaining quotas, entitlements and other allocation of or for cement, steel, bricks, and other building material for construction of the said new building for construction of the said new building and obtaining temporary and permanent connection of water (filtered and unfiltered) electricity and possible separate drainage, sewerage and gas etc. for the said building. All costs, charges and expense including architect's fees shall be paid, discharged and borne by the Developer and the Owners shall have not liability in this context.



**ARTICLE - VIII**  
**BUILDING**

The Developer shall be authorized in the name of the Owners in so far as is necessary to apply for quotas of or for cement, steel, bricks, and other building materials allocable to the Owners for the construction for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the portion of new building and other inputs and facilities required for the construction or enjoyment of a portion of the building for which purpose, the Owners shall execute in favour of the Developer a Development Power of Attorney and other authorization as shall be required by the Developer.

The Developer shall at it's own costs and expenses and without creating any financial or other liabilities of the Owners construct and complete the said building and various units/flats and/or apartments thereto and/or modification shall be made in the Landowners' Allocation with the consent of the Landowners in writing.

**ARTICLE - IX**

**NOTICE OF POSSESSION & PAYMENT OF TAXES**

1. After completion of the work as per the plan, the Developer shall issue a letter to the Landowners at their respective address before the delivery of possession. On receipt of the said letter, the Landowners shall first take possession of the Owners' Allocation being free from all encumbrances and then the Developer as a Constituted Attorney of the Owners shall execute Deed of Conveyance in respect of the Developer's allocation to the respective intending purchaser(s) duly nominated by the Developer. The above mentioned Sale Deeds from the Developer's Allocation can be executed by the said Attorney only after giving possession of the Flats of the Owners' Allocation to the Owners.
2. The Developer shall be liable to pay the taxes from the date of taking possession of the Schedule below property till completion of the building and after taking possession and fulfillment of Owners' Allocation, the Owners shall pay proportionate share of taxes for allotted portion's taxes on proportionate share basis from the date of possession of the said allocated portion.

**ARTICLE - X**  
**DUTIES & OBLIGATIONS AND/OR REGISTRATION**

1. Both the Landowners and the Developer shall abide by all laws, regulations, bye-laws, and rules and regulations imposed by the Government local bodies and as the case may be and shall attend answer



and be responsible for any deviation and/or breach of any laws, bye-laws and rules and regulations.

2. The Landowners and the Developer shall keep the interior walls of their allocation clean and harmless including sewer drains pipes and other fittings comprised therein.

3. Simultaneously with execution hereof the Owners shall hand over the custody of the First Schedule premises to the Developer for the purpose of, in connection with and in relation to the proposed construction work.

#### **ARTICLE - XI** **OWNERS' INDEMNITY**

The Landowners hereby agree that the Developer shall be entitled to the Developer's allocation as aforesaid and shall enjoy the said allocation without any interference and/or disturbance provided that the Developer perform and fulfill all the terms and conditions herein.

#### **ARTICLE - XII** **DEVELOPER'S INDEMNITY**

The Developer hereby agrees to keep the Landowners indemnified against all Third party claims and actions arising out of any act or admission or omission of the Developer.

The Developer hereby undertakes to keep the Landowners indemnified, against all actions, suit, costs, proceedings, and claims that may arise out of the constructions of the said proposed building.

#### **ARTICLE - XIII** **DEFINITIONS**

- 1) **THE LAND** shall mean and include, the land fully described in the **FIRST SCHEDULE** hereunder written.
- 2) **'THE BUILDING'** shall mean the Multistoried Building with Lift facility comprising the Flats, Car Parking Spaces and other Spaces, which is constructed as per aforesaid sanctioned plan.
- 3) **'THE UNIT'** shall mean the Flats and Car Parking Space in the building including all fittings and fixtures therein and or thereto.
- 4a) **'THE CARPET AREA'** shall mean the inner wall to inner wall of the Flat.
- 4b) **'THE COVERED AREA'** shall mean the entire constructed areas (inside and outside) under the roof including the proportionate share of stair and landing.
- 5) **'THE SUPER BUILT UP AREA'** shall according to its context means the Covered Area of the flat plus the proportionate share of common



portions and areas as defined herein in respect of the said flat and appurtenances thereto this proportionate share has been calculated 25% of the Covered Area, irrespective of actual measurement of the proportionate share of the common portions and areas being more or less.

6) **'THE COMMON AREAS'** shall mean the common portions comprised in the building as are outside and beyond the exclusive areas of a unit.

7) **'PROPORTIONATE SHARE'** shall mean the Owners' and the intending Purchasers' share in the land and the common areas and facilities and such share from the all common rights and liabilities including common profits and common expenses and payment of taxes if any dues of Kolkata Municipal Corporation, of the unit.

8) **'THE COMMON EXPENSES'** shall mean the expenses incurred for the common purpose.

9) **'THE CO-OWNERS'** shall mean all persons who owned or to own any unit or units, including the Owners herein.

10) **'THE PLAN'** shall mean the plan approved and sanctioned by the Kolkata Municipal Corporation for the building at Municipal Premises No. 38, Diamond Harbour Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas and Mailing Address 570, Diamond Harbour Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation, (S.S Unit), Ward No. 128 vide Assessee No. 41-128-08-0032-0, A.D.S.R. Behala, South 24 Parganas, in the name of the OWNERS herein and at the cost of the Developer.

11) **'COMMON PURPOSES'** shall mean and include the purpose of upkeep, management, maintenance, administration and protection of the common areas and common portion and the purposes of regulating actual rights and liabilities of the co-owners for the comfortable peaceful and beneficial use, occupation and enjoyment of the co-owners of their respective units and all other purposes or matters in which the co-owners shall have common interest relating to the land and the building.



**ARTICLE - XIV**  
**MISCELLANEOUS**

1. The Landowners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as Partnership between the parties hereto in any manner nor shall the parties hereto constituted as an Association of person.
2. It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and may need of the Owners and various applications and other documents may be required to be signed or made by the Owners which specified provision may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and the Owners shall execute all such additional applications and other documents as same may be provided that all such acts, deeds and things do not in any way infringe on the right of the Owners and/or against the spirit of this Agreement.
3. Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with A/D and shall likewise be deemed to have been served on the Developer if delivered or sent by prepaid registered post to the Developer at the recorded address.
4. The Developer and the Owners shall mutually frame scheme for the management and administration of the said building and/or common parts therein.
5. The Developer shall pay all Kolkata Municipal Corporation, taxes in respect of the Schedule below property and also electricity charges to be paid in respect of Owners' allocated portion from the date of taking over possession of the Schedule below property till the date of completion of the building and handing over possession of the same to the Owners.
6. That the Developer shall bear all expenses for obtaining Income Tax clearance certificate under Section 230(A) of the Income Tax Act, 1962 in respect of the Developer's allocation and any liability (s) or any such taxes arisen and payable under the Income Tax Act, 1962, the Developer shall bear all such liabilities at his own costs and expenses.
7. The intending Purchasers, Flat Owners, Developer/s and the Landowners shall not do any such thing for which the mutation in respect of the respective Flat is obstructed or objected by the Kolkata Municipal Corporation or any concerning authority.
8. That it has been amicably settled by and between both the Parties herein that if the Developer in either way of purchase or by dint of any Development Agreement merge any land adjacent to the said property for making a bigger project then at that circumstances the Landowners herein shall have no objection for that same.



8. That it has been decided by and between both the Parties that all the Original Papers of the said property shall be handed over by the First Part to the Second Part at the time of signing of this presents.

**ARTICLE- XV**  
**FORCE MAJEURE CLAUSE**

The Landowners and the Developer hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the respective obligations prevented by the existence of bona-fide force majeure shall be suspended during duration of the force majeure.

**ARTICLE XVI**  
**JURISDICTION**

The Court of District 24 Parganas (S) and Calcutta High Court having jurisdiction shall entertain, try and determine all actions suits and proceedings arising out of these presents by and between the parties hereto. There will be no Arbitration proceedings.

**THE FIRST SCHEDULE OF THE PROPERTY:**

**(DESCRIPTION OF THE LAND)**

**ALL THAT** piece and parcel of Bastu land measuring an area 4 (Four) Cottahs 9 (Nine) Chittacks 25 (Twenty Five) sq.ft. more or less along with a One Storied Building measuring 700 sq.ft. more or less standing thereon, **cemented flooring**, lying and situated at Mouza- Gangarampur, Pargana- Magura, R.S. No. 189, J.L. No. 105, District Collectorate Touzi Nos. 101, comprised in Dag No. 93, R.S. Khatian No. 215, being Municipal Premises No. 38, Diamond Harbour Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas and Mailing Address 570, Diamond Harbour Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas, **at Zone- (Ward No. 121, 128) Premises NOT located on D. H. Road to**, within the limits of the Kolkata Municipal Corporation, (S.S Unit), Ward No. 128 vide

Assessee No. 41-128-08-0032-0, A.D.S.R. Behala, South 24 Parganas, which is butted and bounded in the manner following:-

**ON THE NORTH** : By Property of Paresh Paul (568, D. H. Road);

**ON THE SOUTH** : By 16'- 00" wide K.M.C. Road;

**ON THE EAST** : By Property of Jamini Paul (566/2, D. H. Road);

**ON THE WEST** : By Property of Sumitra Khanna (570/1, D. H. Road);

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(OWNERS' ALLOCATION)**

1) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat measuring more or less 600 sq.ft. super built up area on the First Floor, North- West side, in a complete and in a habitable condition of the proposed Multistoried Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.

2) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat measuring more or less 900 sq.ft. super built up area on the First Floor, South- West side, in a complete and in a habitable condition of the proposed Multistoried Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.



- 3) The Landowners shall have to be allotted jointly 1 (One) No. of Car Parking Space measuring more or less 135 sq.ft. on the Ground Floor of the proposed Multistoried Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises.
- 4) Payment of Non- Refundable amount of Rs. 4,00,000/- (Rupees Four Lacs) only to be paid to the Landowner No. 2 herein by the Developer at the time of signing of this presents.
- 5) 1 (One) No. of Shifting Charges at the rate of Rs. 7,000/- (Rupees Seven Thousand) only per month shall be paid by the Developer to the Landowner No. 2 herein and the said Shifting Charges will be paid by the Developer to the Landowner No. 2 herein after getting the possession of the said premises in a peaceful vacant possession till handing over the said Owners' Allocation.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(DEVELOPER'S ALLOCATION)**

**DEVELOPER'S ALLOCATION:** Shall mean the remaining saleable Area in the proposed Multistoried Building with Lift facility as per Building Plan that will be sanctioned by the Kolkata Municipal Corporation authority other than the Allocation of the Owners as specifically written above in "Owners' Allocation" along with undivided proportionate share of right and interest in the First Schedule land together with all common facilities, benefits, amenities, easements on the First Schedule land and the said proposed

building to be constructed on **ALL THAT** piece and parcel of Bastu land measuring an area 4 (Four) Cottahs 9 (Nine) Chittacks 25 (Twenty Five) sq.ft. more or less along with a One Storied Building measuring 700 sq.ft. more or less standing thereon, cemented flooring, lying and situated at Mouza- Gangarampur, Pargana- Magura, R.S. No. 189, J.L. No. 105, District Collectorate Touzi Nos. 101, comprised in Dag No. 93, R.S. Khatian No. 215, being Municipal Premises No. 38, Diamond Harbour Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas and Mailing Address 570, Diamond Harbour Road, P.O. Behala, P.S. previously Behala now Parnasree, Kolkata- 700034, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation, (S.S Unit), Ward No. 128 vide Assessee No. 41-128-08-0032-0, A.D.S.R. Behala, South 24 Parganas, more fully and particularly described in the First Schedule written herein above.

**THE FOURTH SCHEDULE**  
**(COMMON AREAS AND FACILITIES)**

- a.** The land on which the building is located, all easement and quasi-easements rights, dominant heritage etc. belonging to land and building.
- b.** The foundation columns, griders, supports main wall, lobbies, stair, staircase, ways, Lift, Lift Room, entrance and exists of the building.
- c.** The easements and wards.
- d.** Installation of common services such as powers, lights, water, sewerage etc.



- e. Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.
- f. All other parts of this property necessary for convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- g. Boundary walls.
- h. Electric meter, pump and switches fixed in the common areas.
- i. The ultimate roof of the Building.

### **THE FIFTH SCHEDULE**

#### **(SPECIFICATION OF CONSTRUCTION)**

#### **A. CONTRETE WORK:**

R.C.C. framed structure as per design.

#### **B. BRICK WORK:**

1. All external walls to be 200mm thick with 1:6 cement sand ratio properly cured.
2. All internal walls to be 75mm/125mm thick in 1:6 cement sand ratio properly cured.

#### **C. PLASTERING AND FINISHING:**

1. All external plaster to be 20 mm thick with 1:6 cement sand ratio properly cured.
2. All internal plaster to be 12 mm thick with 1:6 cement sand ratio properly cured.

#### **D. DOORS:**

1. All Door frame to be 2.5"X4" made of Sal wood properly seasoned.
2. All main entrance doors will be of Flush Door type with Teak Wood decorative laminate.
3. All internal doors will be of flush door type, machine made phenol bonded formaldehyde treated of standard make with all fitting fixing complete.

#### **E. WINDOWS:**

All windows will be of Aluminum sliding powder coating with 4 mm glass panels with M.S. Grill of design approved by the Architect.

#### **F. PAINTING AND DECORATION:**

1. Putty finish on all internal walls over plaster.
2. Three coats of white washing to the interior surface of the staircase, landing garage etc.
3. One coat of primer for windows, grills, pipes etc.



4. Two coat of snowcem & two coats of weather coat, for the exteriors of the building.

**G. KITCHEN:**

- i) With C.P. waste fitting, PVC waste pipe and C.P. stop and bib cock etc.
- ii) 100 dia floor trap 1 Nos.
- iii) Kitchen counter 5'-0" long will be provided with marble on top Granite finish. 2'-0" wide along with marble finish and back wall to be finished with glazed tiles of 2'-00" high along steel sink on the adjacent wall.

**H. FLOORING:**

Marble.

**I. SANITARY & PLUMBING:**

- i) G.I. pipes ISI approved and C.P. bib cocks stop cocks of branded make.
- ii) White porcelain wash basin.
- iii) C.P. bib cocks 2 Nos.
- iv) One hot water line with all fittings excluding Geyser.
- v) E P W C white porcelain, including approved seat cover and PVC low down cistern with all fitting.
- vi) Stainless steel shower rose wall type with control valves.

**J. ELECTRICAL:**

- i) All electric wire and cables will be of copper and all specification and workmanship as per I.S. rules, branded make.
- ii) Adequate numbers of Electric points in each flat.

**K. LIFT:**

A four passenger Lift of reputed make.

**L. EXTRA WORK:-** All the expenses regarding extra work will be borne by the Landowners herein and the Cost for installation of the Electric Meters will be borne by the Landowners and that said amount will be payable by the Landowners to the Developer.



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

**SIGNED & DELIVERED**

By the **LANDOWNERS**

In presence of:

1. *Malay Lal*  
*Begalan*  
*14/11/11*
2. *Asoke Chakraborty*  
*19, Rishi Benkin Ch. Road*  
*14-34*

*Anjananda*  
*Srikanta Chatterjee*  
*Partha Banerjee*

---

**SIGNATURE OF THE LANDOWNERS**

**SIGNED, SEALED & DELIVERED**

By the **BUILDER/DEVELOPER**

in presence of:

1. *Malay Lal*  
*Begalan*  
*14-11/11*
2. *Asoke Chakraborty*  
*19, Rishi Benkin Ch. Road*  
*14-34*

**E SQUARE DEVELOPER**

*Anjananda*  
Proprietor

---

**SIGNATURE OF THE  
BUILDER/DEVELOPER**

**Drafted and Prepared by me:**

*Avishek Guha*

**AVISHEK GUHA  
ADVOCATE  
HIGH COURT, CALCUTTA**

**AVISHEK GUHA**  
Advocate  
High Court, Calcutta  
130/A, Sagar Manna Road,  
Panersree, Kolkata - 700060  
Enrolment No. WB/208/2011

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Developer the within mentioned Non- Refundable amount of Rs. 4,00,000/- (Rupees Four Lacs) only, as full and final consideration money of this Deed, as per the Memo below:-

**MEMO:-**

Paid by D. D. No. 005300 dated 04.01.2025,

drawn on IDBI Bank Ltd., Behala Branch.

Rs. 4,00,000/-

**Total**

Rs. 4,00,000/-

**(RUPEES FOUR LACS) ONLY.**

**SIGNED AND DELIVERED**

**In Presence:**

1. *Harish Lal*  
*Begales*  
*Kul - 14*

2. *Asalu Choudhary*  
*19. Roshu Bantim Choudhary*  
*Un. 24.*

*Roshu Bantim*

**SIGNATURE OF THE LANDOWNER No. 2**



Thumb

1st finger

middle finger

ring finger

small finger



left hand					
right hand					

Name. SRI PARTHA BANERJEE

Signature *Partha Banerjee*



left hand					
right hand					

Name. SMT. SRABANTI CHATTERJEE

Signature *Srabanti Chatterjee*



left hand					
right hand					

Name. SRI ANJAN DUTTA

Signature *Anjan Dutta*





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



192024250344312058

GRN Details

GRN:	192024250344312058	Payment Mode:	SBI Epay
GRN Date:	06/01/2025 14:40:06	Bank/Gateway:	SBIEPay Payment Gateway
BRN :	4096809518719	BRN Date:	06/01/2025 14:40:22
Gateway Ref ID:	IGASHINVE3	Method:	State Bank of India NB
GRIPS Payment ID:	060120252034431204	Payment Init. Date:	06/01/2025 14:40:06
Payment Status:	Successful	Payment Ref. No:	2000028624/1/2025

[Query No\*/Query Year]

Depositor Details

Depositor's Name:	Mr AVISHEK GUHA
Address:	HIGH COURT, CALCUTTA
Mobile:	9831225973
E-Mail:	guha_avishek@yahoo.com
Period From (dd/mm/yyyy):	06/01/2025
Period To (dd/mm/yyyy):	06/01/2025
Payment Ref ID:	2000028624/1/2025
Dept Ref ID/DRN:	2000028624/1/2025

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000028624/1/2025	Property Registration- Stamp duty	0030-02-103-003-02	15021
2	2000028624/1/2025	Property Registration- Registration Fees	0030-03-104-001-16	4021
Total				19042

IN WORDS: NINETEEN THOUSAND FORTY TWO ONLY.

PAID



### Major Information of the Deed

Deed No :	I-1602-00218/2025	Date of Registration	08/01/2025
Query No / Year	1602-2000028624/2025	Office where deed is registered	
Query Date	04/01/2025 2:22:47 PM	D.S.R. -I   SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Avishek Guha High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9831225973, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 4,00,000/-]		
Set Forth value	Market Value		
Rs. 15,00,000/-	Rs. 1,11,44,583/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,021/- (Article:48(g))	Rs. 4,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Diamond Harbour Road, Road Zone : ((Ward no. 121,128) Premises NOT located on DH Road - ) , , Premises No: 38, , Ward No: 128 Pin Code : 700034



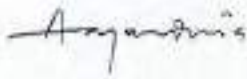





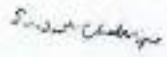
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	4 Katha 9 Chatak 25 Sq Ft	10,00,000/-	1,06,19,583/-	Width of Approach Road: 16 Ft.
Grand Total :				7.5854Dec	10,00,000 /-	106,19,583 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	700 Sq Ft.	5,00,000/-	5,25,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 700 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		700 sq ft	5,00,000 /-	5,25,000 /-	



**Land Lord Details :**



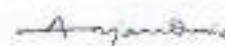
Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mr ANJAN DUTTA</b> <b>(Presentant)</b> Son of Late ASHIM KUMAR DUTTA Executed by: Self, Date of Execution: 08/01/2025 , Admitted by: Self, Date of Admission: 08/01/2025 ,Place : Office	<b>Photo</b>  08/01/2025	<b>Finger Print</b>  Captured LTI 08/01/2025	<b>Signature</b>  08/01/2025
PRERONA, 211E, Unique Park, City:- Not Specified, P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX8 , PAN No.: AExxxxxx0Q, Aadhaar No: 58xxxxxxxx6253, Status :Individual, Executed by: Self, Date of Execution: 08/01/2025 , Admitted by: Self, Date of Admission: 08/01/2025 ,Place : Office				
2	<b>Name</b> <b>Mr PARTHA BANERJEE</b> Son of Late PROMOTHO NATH BANERJEE Executed by: Self, Date of Execution: 08/01/2025 , Admitted by: Self, Date of Admission: 08/01/2025 ,Place : Office	<b>Photo</b>  08/01/2025	<b>Finger Print</b>  Captured LTI 08/01/2025	<b>Signature</b>  08/01/2025
570, Diamond Harbour Road, City:- Not Specified, P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX4 , PAN No.: GXxxxxxx4R, Aadhaar No: 55xxxxxxxx0298, Status :Individual, Executed by: Self, Date of Execution: 08/01/2025 , Admitted by: Self, Date of Admission: 08/01/2025 ,Place : Office				
3	<b>Name</b> <b>Mrs SRABANTI CHATTERJEE</b> Wife of Mr SOURAV CHATTERJEE Executed by: Self, Date of Execution: 08/01/2025 , Admitted by: Self, Date of Admission: 08/01/2025 ,Place : Office	<b>Photo</b>  08/01/2025	<b>Finger Print</b>  Captured LTI 08/01/2025	<b>Signature</b>  08/01/2025
53/3/2, DR. A.K. PAUL ROAD, City:- Not Specified, P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX1 , PAN No.: BZxxxxxx2J, Aadhaar No: 41xxxxxxxx9612, Status :Individual, Executed by: Self, Date of Execution: 08/01/2025 , Admitted by: Self, Date of Admission: 08/01/2025 ,Place : Office				



**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>E SQUARE DEVELOPER</b> 2/2, Sidhi Nath chatterjee Road, City:- Not Specified, P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Date of Incorporation:XX-XX-1XX8 , PAN No.:: AExxxxxx0Q,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					
<div>Mr ANJAN DUTTA Son of Late ASHIM KUMAR DUTTA Date of Execution - 08/01/2025, , Admitted by: Self, Date of Admission: 08/01/2025, Place of Admission of Execution: Office</div> <div><div><div>Jan 8 2025 1:30PM</div></div><div><div>LTI 08/01/2025 Captured</div></div><div><div>08/01/2025</div></div></div> <tr><td colspan="5">PRERONA, 211E, Unique Park, City:- Not Specified, P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.: AExxxxxx0Q, Aadhaar No: 58xxxxxxxx6253 Status : Representative, Representative of : E SQUARE DEVELOPER (as PROPRIETOR)</td></tr>					PRERONA, 211E, Unique Park, City:- Not Specified, P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.: AExxxxxx0Q, Aadhaar No: 58xxxxxxxx6253 Status : Representative, Representative of : E SQUARE DEVELOPER (as PROPRIETOR)				
PRERONA, 211E, Unique Park, City:- Not Specified, P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.: AExxxxxx0Q, Aadhaar No: 58xxxxxxxx6253 Status : Representative, Representative of : E SQUARE DEVELOPER (as PROPRIETOR)									

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr MANISH ADHIKARY</b> Son of Mr BARINDRA KUMAR ADHIKARY 31, Maharani Indra Devi Road, City:- Not Specified, P.O:- PARNASREE PALLY, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060	 <small>08/01/2025</small>	 <small>08/01/2025</small> Captured	 <small>08/01/2025</small>
Identifier Of Mr ANJAN DUTTA, Mr PARTHA BANERJEE, Mrs SRABANTI CHATTERJEE, Mr ANJAN DUTTA			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr ANJAN DUTTA	E SQUARE DEVELOPER-2.52847 Dec
2	Mr PARTHA BANERJEE	E SQUARE DEVELOPER-2.52847 Dec
3	Mrs SRABANTI CHATTERJEE	E SQUARE DEVELOPER-2.52847 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mr ANJAN DUTTA	E SQUARE DEVELOPER-233.33333300 Sq Ft
2	Mr PARTHA BANERJEE	E SQUARE DEVELOPER-233.33333300 Sq Ft
3	Mrs SRABANTI CHATTERJEE	E SQUARE DEVELOPER-233.33333300 Sq Ft





**Endorsement For Deed Number : I - 160200218 / 2025**

**On 08-01-2025**

**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 12:07 hrs on 08-01-2025, at the Office of the D.S.R. -II SOUTH 24-PARGANAS by Mr ANJAN DUTTA , one of the Executants.

**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 1,11,44,583/-

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

Execution is admitted on 08/01/2025 by 1. Mr ANJAN DUTTA, Son of Late ASHIM KUMAR DUTTA, PRERONA, 211E, Road: Unique Park, , P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession Business, 2. Mr PARTHA BANERJEE, Son of Late PROMOTHO NATH BANERJEE, 570, Road: Diamond Harbour Road, , P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession Business, 3. Mrs SRABANTI CHATTERJEE, Wife of Mr SOURAV CHATTERJEE, 53/3/2, DR. A.K. PAUL ROAD, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession House wife

Identified by Mr MANISH ADHIKARY, , Son of Mr BARINDRA KUMAR ADHIKARY, 31, Road: Maharani Indira Devi Road, , P.O: PARNASREE PALLY, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Service

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

Execution is admitted on 08-01-2025 by Mr ANJAN DUTTA, PROPRIETOR, E SQUARE DEVELOPER (Sole Proprietorship), 2/2, Sidhi Nath chatterjee Road, City:- Not Specified, P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034

Identified by Mr MANISH ADHIKARY, , Son of Mr BARINDRA KUMAR ADHIKARY, 31, Road: Maharani Indira Devi Road, , P.O: PARNASREE PALLY, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 4,053.00/- ( B = Rs 4,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 4,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/01/2025 2:40PM with Govt. Ref. No: 192024250344312058 on 06-01-2025, Amount Rs: 4,021/-, Bank: SBI EPay ( SBIEPay), Ref. No. 4096809518719 on 06-01-2025, 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 5,000.00/-, by online = Rs 15,021/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 582930, Amount: Rs.5,000.00/-, Date of Purchase: 20/12/2024, Vendor name: SASANKA SEKHAR ROY CHOWDHURY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/01/2025 2:40PM with Govt. Ref. No: 192024250344312058 on 06-01-2025, Amount Rs: 15,021/-, Bank: SBI EPay ( SBIEPay), Ref. No. 4096809518719 on 06-01-2025, Head of Account 0030-02-103-003-02



**Suman Basu**

**DISTRICT SUB-REGISTRAR**

**OFFICE OF THE D.S.R. -II SOUTH 24-PARGANAS**

**South 24-Parganas, West Bengal**

