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

Registrar U/S 7(2)
District Sub Registrar-II
North 24 Parganas, Barasat

10 DEC 2021

AGREEMENT FOR JOINT VENTURE DEVELOPMENT

THIS INDENTURE is made this 10TH Day of December, 2021 Christian Era.

2372

07/12/21

Survey Development Plot/A1

Birubra

1000

[Signature]

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নাম ও তারিখ

স্বত্বাধারীর নাম

সামগ্রিক

স্থানীয় মূল্য

ভেদার

বারাসাত মানসেবা অফিস
উত্তর ২৪ পরগণা

ডি. ডি. নং

স্বাক্ষরের তার

07/12/21

স্থানীয় মূল্য

স্ট্রেজারী অফিস বারাসাত
ভেদার শ্রী জয়সু কুমার বোস



[Signature]

Registrar U/S 7(2)
District Sub Registrar-II
North 24 Parganas, Barasat

10 DEC 2021

B E T W E E N

ASHOKE MAJUMDER @ ASHOK MAJUMDAR (Aadhar - 6292-7633-8453, PAN - AEXPM6208H) son of Late Paresh Chandra Majumdar, by nationality Indian, by faith Hindu, residing at 3/56, Mahajati Nagar, Block - 3, P.O. Birati P.S. Airport, Dist. North 24 Parganas, Kolkata - 700051 hereinafter referred as the "LAND OWNER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, successors, administrators, legal representatives and assigns) of the FIRST PART.

A N D

M/S. SWAPNO DEVELOPERS PRIVATE LIMITED (PAN- AARCS1775L) a Company under the Companies Act, 1956, Presently having its Registered office at 1008, Madhusudan Banerjee Road, P.O. Birati, P.S. Nimta District North 24 Parganas, Kolkata - 700051 represented by one of its Director SRI SURAJIT CHAKRABORTY (PAN - AFFPC9631M, AADHAR - 7635-1724-9928), son of Late Sunil Kumar Chakraborty, by faith Hindu, by occupation - Business, residing at 5/A, Khalishakota Pally, P.O. Birati, P.S. DumDum, District North 24 Parganas, Kolkata - 700051 hereinafter called the "PROMOTER/DEVELOPER" (which expression shall unless excluded by or repugnant to the context or the subject be deemed to mean and include its heirs, successors, executors, administrators, legal representatives and assigns) of the OTHER PART

IN WITNESSETH WHEREAS One Bijali Prava Majumder, since deceased, the Mother of the present Land Lord became absolute owner and sufficiently entitled to a plot of land measuring an area about 4 Katha 5 chittacks and 34 Sq Ft more or less comprised in C.S. & R.S. Dag No. 118(P), under E.P. No. 202 and S.P. No. 108 within Mouza Gouripur, J.L. No.6, C.S. Plot No. 118(P), Police Station - Airport, North 24 Parganas, The then A.D.S.R.O. Cossipore Dum

Dum, within local limits of North Dum Dum Municipality under Ward No. 14, by virtue of a Deed of Gift being Deed No. 2444 dated 27/06/1989 executed by Additional Rehabilitation Officer, Refugee Relief & Rehabilitation Department, Government of West Bengal under Refugee rehabilitation scheme which was registered before Additional District Registrar, North 24 Parganas at Barasat recorded in Book No. 1, Volume No. 32 imprinted in pages from 173 to 176 and after allotment of such piece and parcel of land said Bijali Prava Majumder were in actual khas possession and enjoyment of such land together with all manner of easement rights passages for egress and ingress of said land.

AND WHEREAS By another Indenture dated 14/12/1990 executed by Additional Rehabilitation Officer, Refugee Relief & Rehabilitation Department, Government of West Bengal being Deed of Gift vide Deed No. 1944 which was registered before Additional District Registrar, North 24 Parganas at Barasat recorded in Book No. 1, Volume No. 26 imprinted in pages from 273 to 276 present Land Lord became actual owner and possessor in respect of All That piece and parcel of land measuring about 1 Katha 14 Chittak 14 Sq Ft more or less comprised in C.S. Dag No. 118(P), under E.P. No. 202A and S.P. No. 108/1 within Mouza Gouripur, J.L. No.6, C.S. Plot No. 118(P), Police Station - Airport, North 24 Parganas Kolkata, The then A.D.S.R.O. Cossipore Dum Dum, District : North 24 Parganas, within local limits of North Dum Dum Municipality under Ward No. 14 presently 15 and since then the present Land Lord was/is possessing the said piece and parcel of land.

AND WHEREAS while said Bijali Prava Majumder was in actual khas possession and enjoyment of all that piece and parcel of land measuring an area about 4 Katha 5 chittacks and 34 Sq Ft more or less comprised in C.S. & R.S. Dag No. 118, under E.P. No. 202 and S.P. No. 108 within Mouza Gouripur, J.L. No.6, C.S. Plot No. 118(P), Police Station - Airport, North 24 Parganas Kolkata, The then A.D.S.R.O. Cossipore Dum Dum, District : North 24 Parganas, within local limits of North Dum Dum Municipality under Ward No. 14 presently 15, by constructing a residential pucca unit thereon, she transferred said piece and parcel of land to her Son i.e. the present Land Lord

herein by way of a registered Deed of Gift dated 09/08/2010 being Deed No. 09105 registered before the District Sub-Registrar-II, North 24 Parganas at Barasat.

AND WHEREAS by virtue of said Deed of Gift the present Land Lord became actual owner and possessor in respect of total piece and parcel of land measuring about 6 Katha 4 Chittak 03 Sq Ft and after having been in possession and enjoyment in respect of the total land measuring about 6 Katha 4 Chittak 03 Sq Ft, present Land Lord duly recorded his name before the concerned Municipality and acquired his Ownership recorded in respect of total land comprised in different Municipal Holding Numbers 146(187) and 407 and simultaneously amalgamated into One Municipal Holding No. 146(187) vide Amalgamation Certificate dated 10.07.2020 issued by North DumDum Municipality and at present the present Land Lord is in absolute possession and enjoyment in respect of a piece and parcel of land measuring about 6 Katha 4 Chittak 03 Sq Ft recorded in Municipal Holding No. 146(187) under Ward No. 15 within the Jurisdiction of North Dum Dum Municipality.

AND WHEREAS the owner herein was desirous to promote/develop the afore piece and parcel of land but due to paucity of knowledge regarding promoting, he approached the Developer herein for construction of Multistoried building on the aforesaid plot of land (which briefly described in the schedule below) at his own cost strictly in accordance with the plan to be sanctioned by the local North Dum Dum Municipality upon certain terms and conditions and the Developer agreed to accept the said proposal.

AND WHEREAS knowing such desire of the Owner the said '**M/S SWAPNO DEVELOPERS PRIVATE LIMITED**', a Company under the Companies Act, 1956, Presently having its Registered office at 1008, Madhusudan Banerjee Road, P.O. Birati, P.S. Nimta, Kolkata - 700051, District North 24 Parganas became interested to undertake such constructional work by using its own finance and made a proposal to the Owner to that effect and on discussion, the Owner herein became agreed to enter into an Agreement allowing the said

person/firm to undertake such construction on the said plot the proposed multistoried building at the cost and expenses to be incurred by the said Developer/Firm under certain terms and conditions and accordingly both the Owner and the Developer agreed to enter into an Agreement for Construction of the said building.

AND WHEREAS for avoiding any future litigations and complications, both the Owner and the Developer herein agreed to execute this agreement on certain terms and conditions and certain rights and obligations of which both the Parties will be binding upon which is hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :-

1. The Owner hereby accepts the offer of the Developer/Builder in respect of the construction of the building mentioned in the **SCHEDULE 'A'** hereunder written, to be constructed at the costs and expenses of the Developer on the terms and conditions which is mentioned hereinafter.
2. **DEMOLISHING OF OLD BUILDING :-**
The Developer will demolish the old building in his cost and all material will be taken by the Developer.
3. **BUILDING :** shall mean the ground plus Three storied (depending upon the consideration of Municipal Authority) Building intended to be constructed on the said property mentioned in the **SCHEDULE 'A'** hereunder written and shall include other common areas and facilities intended for the enjoyment of the Building by its occupants.
4. **OWNER'S ALLOCATION :** in consideration of the Developer of the property mentioned in the **SCHEDULE 'A'** hereunder written, the Owner will get the following allocation :-

The Land owner will get One (1) flat measuring about 1200 sq. ft. on First floor North - West Side of building.

Financial Terms by & between the parties :-

Total earnest money as an advance Rs.30,00,000/- (Rupees Thirty Lac) only will be paid by the Developer to the land Owner as follows :

- i) At the time of agreement signing Rs.100,000/- (Rupees One Lac only)
- ii) Within 7 Days from the date of Execution/ Registration of this Agreement for Joint Venture Development. Rs.200,000/- (Rupees Two Lac only)
- iii) Within 45 Days from the date of Execution/ Registration of this Agreement for Joint Venture Development Rs.200,000/- (Rupees Two Lac only)
- iv) After the date of sanction building plan Rs.300,000/- (Rupees Three Lac only)
- v) After Roof slab Casting Rs.500,000/- (Rupees Five Lac only)
- vi) After roof slab casting and within completion of the construction work Rs. 1200000/- (Rupees Twelve Lakhs only) (Dependable upon the sale procedure of the Flats of the Proposed building).
- vii) Balance amount of Rs.5,00,000/- (Rupees Five Lacs) only will be paid to the land Owner within One month from obtaining completion certificate of the building from the concerned Municipality.

5. **DEVELOPER'S ALLOCATION** : shall mean and include the total constructed area of the flats and car parking spaces save and except Owner' Allocation and the common rights with the Owner as to the common areas and the common right of roofs of the purchaser together with the right on the part of the Developer to enter into any Agreement for Sale, transfer, lease, rent, assign or in any way deal with the same to aforesaid Developers' Allocation together with Common Areas and appurtenances, subject to the terms and conditions hereunder written.

6. **COMMON FACILITIES & AMENITIES** : shall mean and include stair ways, passage, pumps room, underground water reservoir, overhead

water tank, water pump and motor provided by the Developers and the other facilities which may be mutually agreed upon between the parties and required for enjoyment, maintenance and/or management of the Building.

7. **PROPERTY : ALL THAT** piece and parcel of land measuring an area about 4 Katha 5 chittacks and 34 Sq Ft more or less comprised in C.S. & R.S. Dag No. 118, under E.P. No. 202 and S.P. No. 108 within Mouza Gouripur, J.L. No.6, C.S. Plot No. 118(P), and **All That** piece and parcel of land measuring about 1 Katha 14 Chittak 14 Sq Ft more or less comprised in C.S. Dag No. 48(P), under E.P. No. 202A and S.P. No. 108/1 within Mouza Gouripur, J.L. No.6, C.S. Plot No. 118(P), comprised in different Municipal Holding Numbers 146(187) and 407 in total All That piece and parcel of Land measuring about 6 Katha 4 Chittak 03 Sq Ft recorded in Amalgamated Municipal Holding No. 146(187) under Police Station - Airport, Parganas Kolkata, The then A.D.S.R.O. Cossipore Dum Dum Presently A.D.S.R.O.-Bidhannagar and District : North 24 Parganas, within local limits of North Dum Dum Municipality presently under Ward No. 15.

8. **OWNER'S RIGHT AND REPRESENTATION :**

- (a) The said property acquired by the Owner is free from all encumbrances, charges, liens, lispedence, transfers, attachment and/or acquisition, requisition whatsoever.
- (b) The said property is not affected by the Provision of Urban Land (Ceiling & Regulation) Act, 1976.
- (c) The Owner declare and represent that they have good and absolute right and title to the said property and they has good marketable title to enter into this Agreement with the Developers. It is further declared that the Original Title Deed and other documents relating to the property. and other documents relating to the property, lying with the Owner which is

fully set forth in the SCHEDULE 'B' hereunder written and the Owner hereby undertake to produce or cause to be produced the original Deed, Mutation Certificate, Assessment Roll upto dated Tax Receipts/Bills more fully and particularly mentioned in the **SCHEDULE 'B'** hereunder mentioned before the Authority concerned or when the occasion so demanded and/or on the demand of the Developer.

9. **OWNER'S OBLIGATION :-**

- a) That the within Four month from the date of execution of this Indenture, the Owner will be strictly liable deliver the vacant khas possession in respect of the said property to the Developer for undertaking the constructional works as per terms of this Agreement with the Developer and also liable to hand over the Original Title Deeds and other allied necessary papers related to the said property to the Developer for producing before the Authority concerned or when the occasion so demanded and/or on the demand of the developer or when the occasion so arises.
- b) That the Owner will grant exclusive License and permission to construct, erect and/or complete the said Building as per Building Plan to be sanctioned by the North Dum Dum Municipality.
- c) That the Owner shall not do any acts or thing whereby the Developer shall be prevented from construction and completion of the Building provided always, the Developer will not violate the terms and conditions of this Agreement.
- d) It is recorded that after verification of the Owner' right, title and interest in respect of the Schedule 'A' property and on being satisfied about the same, the Developer will start the constructional work on and over the schedule 'A' property in terms of this agreement.

- e) It is agreed by and between the Land Owner and the Developer that in course of the construction of the prospected building over the Scheduled Land, if the Land Owner will be desirous to sell out his portion i.e. Owner's Allocation to any third party, he will be prevented by this term of agreement from creating any third party interest over the property and the Land Owner will strictly be bound to sell out his portion to the Developer only before obtaining the completion certificate from the concerned Municipality.
- f) It is hereby agreed by and between the Land Owner and the Developer that till the date of forming an Association of Flat Owners of the Building, the Land Owner will pay the maintenance charges of the Owners allocation @ Rs. 1/- per Sq Ft to the Developer and after formation of the Flat Owners Association the maintenance charges will be paid to the Flat Owners Association/Ad-Hoc Committee formed by the Flat Owners.
- g) It is further agreed by and between the Land Owner and the Developer that in case of shortfall of area in Owner's allocation, the Owner will be liable to get proportionate amount which will cost @ Rs. 2500/- per sq Ft(over super built up area) from the Developer and in case of any increased area of the Owners allocation, the Owner will be liable to Pay or adjust from owner's allocation the cost of increased portion @ Rs.2500/- per Sq Ft (over super built up area) to the Developer.

10. **DEVELOPERS' OBLIGATION :**

- a) That the Developer shall complete the construction of the said G+3 storied building in accordance with the sanctioned Building Plan within a period of 36 (Thirty Six) months from the date of obtaining the Building Plan in terms of the specifications mentioned in the Schedule 'D' below and if within the said period, if the building is not completed for the cause beyond the control of the Developer in that event, the time will be extended amicably by both the parties. But it is specifically agreed and settled between the developer and the Owner that the developer will submit the proposed building plan to the office of the North Dum Dum

Municipality within three months from the date of demolishing the old structure lying on the Land for the purpose of construction.

- b) That the Developer shall construct the proposed building as per sanctioned Building Plan in terms of the specification mentioned in Schedule 'D' below within the stipulated time stated above (and at the first instance shall handover and deliver the Owner allocation to Owner on completion of the construction as per specification in the schedule 'D' below and on obtaining Completion Certificate from the Municipal Authority in respect of the proposed building at holding No.146(187) prior to handing over any other portions of the building to any other intending purchasers or persons.
- d) That the Developer or its nominee/nominees or Purchaser/Purchasers on completion of the Building, shall punctually and regularly pay taxes to the Authority concerned and shall kept the Owner' indemnified against all claims, demands, actions, costs, charges and expenses and proceeding whatsoever directly or indirectly instituted against or suffered or incurred by the Owner or paid by the Owner, as the case may be in case of any default by the Developer and/or its nominees or Purchaser or its behalf.
- e) That from the date of completion of the Building, the Developer and/or its nominee or Land Owner or any intending Purchaser shall also be responsible and/or liable to bear charges for maintenance of common facilities in the building with Owner.
- f) That the Developer shall pay Rs. 6000/- per month from the date of handing over the vacant khas possession of the building by the Owner to the Developer as charges of the alternative accommodation to the family of the Owner during the period of construction of the proposed building as rent and other charges in respect of the said shifting of the family of Owner till the date of handover possession of Owner allocation to the Owner in terms of this Agreement.

11. **TRANSFER OF TITLE :**

- (i) For the purpose of execution of Deed of Conveyance in favour of the Developer and/or nominee/Purchaser, the cost of construction of Owner'/Vendor's allocation and the amount paid to the Owner will be the value of the land underneath.
- (ii) That the Owner/Vendor shall transfer or convey the proportionate undivided share in the said land underneath comprised in the said property in favour of the Developer or its nominee or nominees in such part or parts as shall be desirable by the Developer at a consideration as herein before mentioned.

12. **MISCELLANEOUS :**

- i) If on account of circumstances, beyond control of the parties, the transaction fails on any ground whatsoever, the property of the new construction made in the meantime, shall revert back to the Owner, free from all encumbrances and the Developer shall have no claim whatsoever against the Owner, provided further that in case due to unforeseen circumstances, the building is not completed by the Developer within the stipulated or grace period as stated in clause (a) under the heading "**DEVELOPER'S OBLIGATION**", the Owner may cancel this Agreement or may take up the work of construction through other Agency or directly himself. In that case, the Developer will be paid the actual cost of the constructions, so far made, by the Developer which is to be determined by the Chartered Engineer, to be appointed by the Owner. The said cost of construction without interest will be paid on cancellation of the Agreement. In this case of such cancellation the Owner will inform the same to the Developers in writing at this Official address given herein, prior to such cancellation.
- ii) That the Developer or his nominees AND the Owner shall be entitled to form and Association or to form any Scheme for the management of the said building and/or common parts thereof and till the date of formation

of Flat Owner's Association(after handing over the owner's allocation to the Land Owner) the Land Owner will pay Rs. 1/- Sq Ft as Maintenance Charge of his respective proportion to the Developer.

- iii) Before execution and registration of Deed of Sale in respect of undivided proportionate share of land beneath and the flat in favour of the purchaser (s) the Developer shall apply to obtain necessary Clearance Certificate from the Authority Concerned, if required, for the purpose of Registration.
- iv) The name of Building will be decided by the Developer Company.
- v) That the Developer shall be at liberty to collect and receive payment of money from the intending Purchaser, being its nominee, in respect of proposed constructed area of Developer's Allocation of the building and to incur and meet the expenditure there from for the purpose of development of the said Scheme of Construction of the Building and shall at liberty to enter into an Agreement with the said Intending Purchaser at its absolute discretion and the Owner/Vendor shall not interfere in this regard. On the other hand, the Owner/Vendor shall not be held responsible/liable for receiving such payment.
- vi) That the Owner/Vendor undertakes to sign in all Forms, Applications, Affidavits and in all papers as per demand of the Developer for Building Plan.
- vii) That the constructional work shall be at sole risk and responsibility of the Developer/Builder. It is further agreed that the Owner/Vendor shall not in any way be responsible for Technical and/or Engineering defects in respect of construction and/or other defects in respect of workmanship and the Developer shall be solely responsible in this regard.
- viii) It is agreed by and between the Land Owner and the Developer that a demarcated portion of the top roof (excluding the portions as specifically mentioned in this Agreement) of the Said Building shall remain common

to all residents of the Said Building (Common Roof, excluding the portions as specifically mentioned in this Agreement) and all common installations such as water tank shall be situated in the Common Roof and the balance of the top roof of the Said Building shall belong to the Developer and the Land Owner with right of exclusive transfer and the intending Purchaser of individual flats/units specifically agrees not to do any act, which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Developer shall always have the right of further construction on the entirety of the top roof (by taking permission from the concerned authorities) and the Purchaser specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all residents of the Said Building.

- ix) That it is agreed by and between Land Owner and the Developer that the Developer can gift or transfer any portion of the Land to any Government authority or individual person and Land Owner shall raise no objection regarding such Gift or transfer and /or it further agreed by the parties of this Indenture that the Developer will be at liberty to apply before the concerned authority for the purpose of amalgamation and to get amalgamated any adjacent land of the land described in the Schedule for betterment of Construction and Land Owner shall have no objection for the same.
- x) That the Owner/First Part do hereby agree to appoint the Developer their true and lawful **ATTORNEY** by executing a **REGISTERED GENERAL POWER OF ATTORNEY** for the purpose of fulfillment of the Scheme of Construction of the proposed building consisting of a number of self contained flats to be constructed upon the land, mentioned in the **SCHEDULE 'A'** hereunder written empowering the Developer on their behalf to do, execute and perform all or any one of the acts, deeds, things, relating to the said matter for the purpose of smooth completion of the said project and for the following :

- a) To look after, manage control, supervise, develop construct and/or maintain the property mentioned in **SCHEDULE 'A'** hereunder written in our names and on our behalves our **ATTORNEY** and/or authorised Agent.
- b) To alter and/or revise the sanctioned Building Plan for the purpose of construction of the proposed Building on our said land/premises more fully described in the **SCHEDULE 'A'** hereunder written and to verify and check up the same by Civil Engineer and after proper verification.
- c) To sign application for Sanction of the Building Plan and/or Amended Plan and/or relevant paper and documents in this regard and represent me before any office of the North Dum Dum Municipality, B.L.L.R.O, K.I.T., K.M.D.A., W.B.S.E.D.C.L., Survey, Traffic, Fire Brigade and/or any other offices which may be required for the purpose of re-building and other acts, deeds or things for getting the same Building and sign all necessary papers and documents in our and on our name and on our behalves.
- d) To survey our land mentioned in the **SCHEDULE 'A'** hereunder written and to make all necessary development for the purpose of construction of the Proposed Building in the said premises and/or land.
- e) To make all sorts of steps for the Building Plan at all times when required by our said **ATTORNEY** and to get the same as early as possible within a stipulated period as agreed upon.
- f) To negotiate with any intending Purchaser or Purchasers of the proposed Flats to be constructed on my said land morefully mentioned in the **SCHEDULE 'A'** hereunder written and if required our said **ATTORNEY** shall have every right to execute, enter into any Agreement for Sale of the proposed Flat/Flats with them and to receive Earnest money and/or any part payment thereof and acknowledge receipt of the same by the said **ATTORNEY** in respect of Developers Allocation only as per said Agreement.

- g) To appear before all Government Officer, Revenue Officers, Police Stations, North Dum Dum Municipality, Court both Civil and Criminal, Original or Appellate Jurisdiction, Tribunals, Forums and all the concerning Officer to be needed for appearance in respect of such construction of this proposed Building and all its affairs in our names and on our behalf.
- h) To purchase materials for the purpose of construction of the building at their own risk and liabilities and to pay all bills and charges thereof.
- i) To invite application from the intending Purchaser or Purchasers in respect of the Developer's Allocation only in the proposed Building as per terms of the said Agreement.
- j) To pay rent and taxes to The North Dum Dum Municipality, in our names and on our behalves in respect of our Schedule premises and/or land mentioned in the **SCHEDULE 'A'** hereunder written.
- k) To appoint, Masons, Labour, Contractor, Sub-Contractor, Agent, Sub-Agent, Durwans, Store-keepers, Architect, Engineer for the purpose of construction of the proposed Building in the Schedule premises at the costs, expenses and responsibilities of our said ATTORNEY and to do his/their durite and to pay his/their remunerations etc. without making us liable for the same in any manner.
- l) To settle, adjust compromise or differences with any person or persons organisation, etc. regarding my landed property and/or the proposed construction of the Building in our names and on our behalves.
- m) To concur in doing anyone or more of the acts, deeds and things hereinbefore mentioned in relation to said construction and its affairs.

- n) To appear and represent before the WBSEDCL, C.E.S.C. Authority for getting connection of Meter, Sub-Meter in the said proposed Building to be constructed upon the land mentioned in the **SCHEDULE 'A'** hereunder written and to put signature on our behalves and in our names in all relevant papers and documents and to do all other allied act or acts for getting Electric connection and/or meter in all Flat or Flats.
- o) To appear and represent before the North Dum Dum Municipality for providing water connection and/or widening of ferule of pipe lines in the said proposed Building.
- p) To invite application from the intending Purchaser or Purchasers in respect of the Developer's Allocation only in the proposed Building as per terms of the said Agreement.
- q) To negotiate with any intending Purchaser or Purchasers of the proposed Flats to be constructed on our said land morefully mentioned in the **SCHEDULE 'A'** hereunder written and if required on said ATTORNEY shall have every right to execute, enter into any Agreement for Sale of the Proposed Flat/Flats with them and to receive Earnest Money and/or any part payment thereof and acknowledge receipt of the same and to execute the final Deed of Conveyances by the said ATTORNEY in respect of their Developers Allocation only as per said Agreement.
- r) That the Developer will make the necessary arrangement for obtaining Building Plan for construction of new Building therein in accordance with the Plan, the Developer will bear all the expenses and cost thereto. The Debris of the said structure will be absolute property of the Developer and Developer will have absolute right to deal with the same at its own discretion.

13. **LEGAL ACTION**

That if any disputes and differences may arise by and between the parties herein touching any terms and conditions of this Agreement the

same shall be referred to the Arbitrator nominated and appointed by the Developer and Fees of the Arbitrator will be borne by both the Land Lord and the Developer.

SCHEDULE 'A' ABOVE REFERRED TO
(Description of the Total Premises)

ALL THAT piece and parcel of land measuring an area about 4 Katha 5 chittacks and 34 Sq Ft more or less comprised in C.S. & R.S. Dag No. 118, under E.P. No. 202 and S.P. No. 108 within Mouza Gouripur, J.L. No.6, C.S. Plot No. 118(P) **AND ALSO ALL THAT** piece and parcel of land measuring about 1 Katha 14 Chittak 14 Sq Ft more or less comprised in C.S. Dag No. 118(P), under E.P. No. 202A and S.P. No. 108/1 within Mouza Gouripur, J.L. No.6, C.S. Plot No. 118(P), comprised in different Municipal Holding Numbers 146(187) and 407 in total **All That** piece and parcel of Land measuring about 6 Katha 4 Chittak 3 Sq Ft present R.S. & L.R. Dag No. 118, R.S. Kahtian No. 2514 recorded in Amalgamated Municipal Holding No. 146(187) under Police Station - Airport, A.D.S.R.O. Bidhannagar, District : North 24 Parganas, within local limits of North Dum Dum Municipality presently under Ward No. 15, Mahajati Nagar 3 No. Block, The property **butted and bounded by :-**

On the North	:	Property of Mr. Ghosh.
On the South	:	House of Others.
On the East	:	Other's Property.
On the West	:	12 Ft wide Municipal Road.

THE SCHEDULE 'B' ABOVE REFERRED TO
(ORIGINAL DOCUMENTS TO BE SUBMITTED BY LAND OWNER)

1. Mutation Certificate in favour of the Present Owner.
2. Assessment Roll in respect of present Owner
3. Up to Date Tax Receipts/Bills
4. Title Deeds

THE SCHEDULE 'C' ABOVE REFERRED TO
(OWNERS ALLOCATION)

- a) The Land owner will get One (1) flat measuring about 1200 sq. ft. on First floor North - West Side of building.

Financial Terms by & between the parties :-

- Total earnest money as an advance Rs.30,00,000/- (Rupees Thirty Lac) only will be paid by the Developer to the land Owner as follows :
- viii) At the time of agreement signing Rs.100,000/- (Rupees One Lac only)
 - ix) Within 7 Days from the date of Execution/ Registration of this Agreement for Joint Venture Development. Rs.200,000/- (Rupees Two Lac only)
 - x) Within 45 Days from the date of Execution/ Registration of this Agreement for Joint Venture Development Rs.200,000/- (Rupees Two Lac only)
 - xi) After the date of sanction building plan Rs.300,000/- (Rupees Three Lac only)
 - xii) After Roof slab Casting Rs.500,000/- (Rupees Five Lac only)
 - xiii) After roof slab casting and within completion of the construction work Rs. 1200000/- (Rupees Twelve Lakhs only) (Dependable upon the sale procedure of the Flats of the Proposed building).
 - xiv) Balance amount of Rs.5,00,000/- (Rupees Five Lacs) only will be paid to the land Owner within One month from obtaining completion certificate of the building from the concerned Municipality.

THE SCHEDULE 'D' ABOVE REFERRED TO
DEVELOPER'S ALLOCATION

The entire Building and it is to be constructed flats and car parking spaces in the **SCHEDULE 'A'** premises save and except the Owner's Allocation stated above and also undivided and proportionate share in the land underneath together with the common right of common areas and roof of the Building

THE SCHEDULE 'E' ABOVE REFERRED TO
(SPECIFICATION OF CONSTRUCTION)

A) STRUCTURE :

Reinforced Cement Concrete Structure with Tie Beams in Ground Floor to avoid un-equal settlement of Column.

B) BRICK WALL :

All Exterior Brick Work shall be 8" thick 1:6 C.M. and all Partition shall 5"/3" Thick of C.M.(1.4).

C) FLOORING, SKIRTING & DADO :

All rooms including Verandah will be laid with Cast in Tiles to Floor and Skirting upto 4" Height W.C. Bath and Kitchen only Glazed Tiles may be provided upto a height of 6' ft. on all four sides of the Toilet, Tiles/ Marble Flooring on the floor of W.C. and Bath drawing cum dining and Kitchen.

D) PLASTER :

This outside of the Building will have 20 mm Thick (Average) with CM 1:6 whereas the inside Ceiling and Wall Plaster will be 6 mm & 10 mm Thick (Average) with C.M. 1:4 respectively.

E) DOORS AND WINDOWS :

i) MAIN DOOR :

Plywood Door painted both side in two coats of which one is primer. The Door will be fitted with Night Latch, Telescopes Peep-Hole, Frame will be made of Sal Wood. Aluminum Tower Bolt and Ring will be fitted inside portion of the Door having a standard of ISI

ii) **OTHER DOORS :**

- A. Phenol Bonded Commercial Ply Wood painted both sides with handle on wooden Frame.
- B. Frames of all Doors will be Sal Wood.
- C. Frame and Door of the each toiled will be provided with P.V.C. Doors.

iii) **Windows :**

- a) The Windows Shutter will be fully Glazed and made of Still will be Still and 3 mm Thick Glass Panels will be fitted in Windows.
- b) The Windows of Toilets shall have Translucent Glass
- c) M.S. Grill will be fitted in Verandah

F) **WHITE WASH & COLOUR WASH :**

The Building shall be painted externally with coloured Snowcem/Rubicem. The inside of the Building will be of Plaster of Paris.

G) **TOILET AND KITCHEN :**

Western Type W.C. (White Colour) will be provided with Shower and 2 Taps in each toilet of Standard Quality.
Kitchen room will be provided with black stone Cooking Platform/Work Table Top with Concrete Shelves and Black Stone/Sink and One Tap will be provided

H) **STAIRCASE :**

Staircase Room will be marble /Tiles finishing with M.S. Grill in Windows/3 mm. thick Glass for Light and Ventilation, Stair-Case Railing with M.S. Grill.

Necessary water proofing will be provided over Roof Slab.

3'-0" High Parapet Wall will be provided

Rain Water pipes for proper Drainage

ELECTRICAL INSTALLATION :

- i) Arrange for Separate Electric Meter for each Flat and one Common Electric Meter for entire Building
- ii) 2 Light Points, 1 Fan Point and 1 Plug Point in Bed Rooms and one Bed room will be provided
- iii) 2 Light Points, 2 Fan Points and 2 Plug Points in Drawing-Cum-Dining Room.
- iv) 1 Light Point, 2 Plug point, 1 Geyser point in toilet and 1 Light Point, 1 Plug Point and 1 Exhaust Fan Point to be provided in Kitchen.
- iv) All Wiring will be concealed having wire of reputable maker together with joining Box.

K) WATER SUPPLY :

- A) R.C.C. Underground and Overhead Reservoir will be provided as per Design.
- B) Suitable Electric Pump will be provided for steady supply of water to the Building to be supplied by the North Dum Dum Municipality.

L) PLINTH PROTECTION :

Cement Concrete all round the Building with Surface Drainage will be provided.

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

WITNESSES :

1. *Pritam Ghosh.*
Barasat court.
2. *Saikat Chakrabarty -*
3/87 Mahapali Nagar.
Birati.

Ashoke Majumdar @
Ashok Majumdar

SIGNATURE OF THE OWNER

SWAPNO DEVELOPERS PRIVATE LIMITED

Soujit Chakrabarty
Director

SEAL & SIGNATURE OF DEVELOPER

Drafted and prepared by

Nilanjan Das

NILANJAN DAS
ADVOCATE
BARASAT JUDGES' COURT

NILANJAN DAS
Advocate
District Judge's Court
Barasat, North 24 Pgs
Enr. No. F/2213/1898/2011
Mob. :- 8910312003

MEMO OF CONSIDERATION

Received a sum of Rs. 1,00,000/- (Rupees One Lakh) only towards consideration money by the following modes of payments:-

Date	Cheque No.	Name of Bank	Branch	Amount
06/12/2021	231769	AXIS BANK	NIMTA	1,00,000/-

WITNESSES :-

1. *Pritam Ahluwalia*
Barasat Club

Ashoke Majumdar
Ashoke Majumdar

2. *Saikat Chakrabarty -*
3/87 Birrali Mahajati
Nagar, Kal - SI

Signature of the Owner

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

GRN Details

GRN: 192021220132753461
GRN Date: 10/12/2021 11:34:40
BRN : IK0BKMZNC4
Payment Status: Successful
Payment Mode: Online Payment
Bank/Gateway: State Bank of India
BRN Date: 10/12/2021 11:12:32
Payment Ref. No: 2002565843/3/2021
[Query No*/Query Year]

Depositor Details

Depositor's Name: Surajit Chakraborty
Address: Dumdum
Mobile: 7890316849
Depositor Status: Buyer/Claimants
Query No: 2002565843
Applicant's Name: Mr Pritam Ghosh
Identification No: 2002565843/3/2021
Remarks: Sale, Development Agreement or Construction agreement












Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002565843/3/2021	Property Registration- Stamp duty	0030-02-103-003-02	6021
2	2002565843/3/2021	Property Registration- Registration Fees	0030-03-104-001-16	1021
			Total	7042

IN WORDS: SEVEN THOUSAND FORTY TWO ONLY.

UNDER RULE 44A OF THE I.R. ACT 1908






Name : SVRAJIT CHAKRABORTY

LITTLE	RING	MIDDLE	FORE	THUMB	<div style="text-align: right; margin-bottom: 5px;">স্বয়ং হাত</div>  <div style="text-align: left; margin-top: 5px;">স্বয়ং হাত</div>
					
THUMB	FORE	MIDDLE	RING	LITTLE	
					

Swrajit Chakraborty
Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name : ASHOKE MAJUMDER @ ASHOK MAJUMDAR

LITTLE	RING	MIDDLE	FORE	THUMB	<div style="text-align: right; margin-bottom: 5px;">বাম হাত</div>  <div style="text-align: left; margin-top: 5px;">বাম হাত</div>
					
THUMB	FORE	MIDDLE	RING	LITTLE	
					

Ashoke Majumdar @ Ashok Majumdar
Signature of the Presentant

All the above fingerprints are of the above named person and attested by the said person.

N.B. : L.H. = Left hand finger prints & R.H. = Right hand finger prints.

Major Information of the Deed

No :	I-1502-04582/2021	Date of Registration	10/12/2021
No / Year	1502-2002565843/2021	Office where deed is registered	
Registration Date	08/12/2021 8:59:18 PM	1502-2002565843/2021	
Applicant Name, Address Other Details	Pritam Ghosh Barasat Court, Thana : Barasat, District : North 24-Parganas, WEST BENGAL, PIN - 700124, Mobile No. : 7890316849, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs 1,00,000/-]		
Set Forth value	Market Value		
Rs. 30,00,000/-	Rs. 50,65,880/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 1,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip (Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Airport, Municipality: NORTH DUM DUM, Road: Mahajati Block III, Mouza: Gounpur, JI No: 6, Pin Code : 700051

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-118	RS-2514	Bastu	Bastu	6 Katha 4 Chatak 3 Sq Ft	30,00,000/-	50,65,880/-	Width of Approach Road: 12 Ft. Adjacent to Metal Road.
Grand Total :					10.3194Dec	30,00,000 /-	50,65,880 /-	

Land Lord Details :



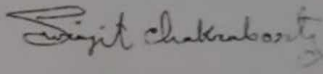
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri Ashok Majumdar, (Alias: Ashoke Majumder) (Presentant) Son of Late Paresh Chandra Majumdar Executed by: Self, Date of Execution: 10/12/2021 , Admitted by: Self, Date of Admission: 10/12/2021 ,Place : Office			
		10/12/2021	LTD 10/12/2021	10/12/2021

Mahajati Nagar, Block - 3, City:- , P.O:- Birati, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700051 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AExxxxxx8H,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 10/12/2021 Admitted by: Self, Date of Admission: 10/12/2021 ,Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SWAPNO DEVELOPERS PRIVATE LIMITED 1008, Madhusudan Banerjee Road, City:- , P.O:- BIRATI, P.S:-Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700051 , PAN No.:: AAxxxxxx5L,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
	Shri Surajit Chakraborty Son of Late Sunil Kumar Chakraborty Date of Execution - 10/12/2021, , Admitted by: Self, Date of Admission: 10/12/2021, Place of Admission of Execution: Office	 Dec 10 2021 4:28PM	 LTI 10/12/2021	 10/12/2021
5/A, Khalishakota Pally, City:- , P.O:- Birati, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700051, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx1M,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SWAPNO DEVELOPERS PRIVATE LIMITED (as director)				

Identifier Details :

Name	Photo	Finger Print	Signature
Shri Pritam Ghosh Son of Shri Bidyut Ghosh Barasat Court, City:- , P.O:- Barasat, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700124	 10/12/2021	 10/12/2021	 10/12/2021
Identifier Of Shri Ashok Majumdar, Shri Surajit Chakraborty			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Ashok Majumdar	SWAPNO DEVELOPERS PRIVATE LIMITED-10.3194 Dec

Details as per Land Record

North 24-Parganas, P.S:- Airport, Municipality: NORTH DUM DUM, Road: Mahajati Block III, Mouza: Gouripur
Pin Code : 700051

Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
RS Plot No:- 118, RS Khatian No:- 2514		Shri Ashok Majumdar

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1502-2021, Page from 150656 to 150695
being No 150204582 for the year 2021.



Digitally signed by AMITAVA DATTA
Date: 2021.12.17 13:21:02 +05:30
Reason: Digital Signing of Deed.

(Amitava Dutta) 2021/12/17 01:21:02 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II NORTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)