

11477/2022

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 416887



Certified that the Document is admitted to Registration. The Signatures and the Endorsement sheets attached to this document are the part of this Document.

*[Signature]*  
Additional Registrar  
of Assurances-IV, Kolkata

*[Signature]*  
Additional Registrar of  
Assurances-IV, Kolkata

20 JUL 2022

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 20<sup>th</sup> day of July, in the year 2022 (Two Thousand and Twenty Two) of the Christian Era;

BETWEEN



1) SHRI SITEN KUMAR BHOWMICK, having VOTER CARD No. WB/18/113/753690, PAN- ADTPB5157D & AADHAAR No. 5701 5478 8117, Son of Late Nripendra Chandra Bhowmick, 2) SMT. JAYANTI BHOWMICK, having VOTER CARD No. WB/18/113/753691, PAN- AHTPB8767H & AADHAAR No. 7824 3548 6618, Wife of Shri Siten Kumar Bhowmick, both by Nationality- Indian, by Religion- Hindu, by Occupation- No. 1 Business, No. 2 Housewife, residing at 299, 2 Bachar Para Road, P.O. & P.S.- Thakurpukur, Kolkata- 700063, District- South 24 Parganas, in the State of West Bengal, hereinafter jointly called and referred to as the "LAND OWNERS" (which terms or expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, successors, executors, administrators, legal representative and assigns) of the ONE PART.

AND

"MAA MANASA BUILDER" having its office and place of business at 1/B/19, Ramlal Agarwal Lane, P.O. - Sinthee, P.S. - Baranagar, Kolkata - 700050, District - North 24 Parganas, represented by its Proprietor SRI DILIP KUMAR RAY (having PAN AFOPR7932P), son of Late Samir Chandra Ray, residing at 1/B/19, Ramlal Agarwal Lane, P.O - Sinthee, P.S. - Baranagar, Kolkata - 700050, District - North 24 Parganas in the State of West Bengal, hereinafter called and referred to as the "DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and included its office-in-successors, successors-in-interest, executors, administrators, office-administrators, legal representatives and/or assigns) of the OTHER



PART:

WHEREAS one Shri Priyalal Sen, Son of Nishikanta Sen was the absolute owner of All that piece and parcel of land, admeasuring an area of 19 decimals, out of which 13 decimals in Dag No. 2182, under Khatian No. 893 & 894 and measuring an area of 06 decimals in Dag No. 2182/2219, under Khatian No. 805, lying and situated at Mouza- Purba Barisha, J.L. No. 23, Re: Su: No. 43, in Touzi No. 1-6, 8-10, 12-16, Pargana- Kashpur, under P.S.- Thakurpukur at present Haridevpur, A.D.S.R.O.- Behala, within the local limits of Joka 2 No. Gram Panchayet at present the Kolkata Municipal Corporation (S. S. Unit), in the District of South 24 Parganas TOGETHERWITH the benefits of ancient of other rights, liberties, easements, appendages and appurtenances thereto and had been seized and possessed over the same by exercising right, title and interest without interruption from any corner, which is free from all sorts of encumbrances, liens, charges and mortgages whatsoever.

AND WHEREAS while seized and possessed of and/or otherwise well sufficiently entitled to the same, said Shri Priyalal Sen sold, transferred, conveyed, assigned, assured and granted All that piece and parcel of land, admeasuring an area of 19 decimals, out of which 13 decimals in Dag No. 2182, under Khatian No. 893 & 894 and measuring an area of 06 decimals in Dag No. 2182/2219, under Khatian No. 805, lying and situated at Mouza- Purba Barisha, J.L. No. 23, Re: Su: No. 43, in Touzi No. 1-6, 8-10, 12-16, Pargana- Kashpur, under P.S.- Thakurpukur at present Haridevpur, A.D.S.R.O.- Behala, within the local limits of Joka 2 No. Gram Panchayet at present the Kolkata Municipal Corporation (S. S. Unit), in the District of



South 24 Parganas TOGETHERWITH the benefits of ancient of other rights, liberties, easements, appendages and appurtenances thereto, unto and in favour of Smt. Ashalata Sur by dint of a Registered Deed of Conveyance (Kobala), being No. 7093, dated 19/11/1952, which was duly registered in the Office of S.R.- Alipore and the same was recorded in Book No. I, Volume No. 112, Pages from 159 to 163 for the year 1952 against the valuable consideration mentioned therein and some portion of land transferring, said Smt. Ashalata Sur became the absolute owner of rest 04 Cottahs more or less, in Dag No. 2182 under Khatian No. 893 & 894, along with a residential structure standing thereon, lying and situated at Mouza- Purba Barisha, J.L. No. 23, Re: Su: No. 43, in Touzi No. 1-6, 8-10, 12-16, Pargana- Kashpur, under P.S.- Thakurpukur at present Haridevpur, A.D.S.R.O.- Behala, within the local limits of Joka 2 No. Gram Panchayet at present the Kolkata Municipal Corporation (S. S. Unit), in the District of South 24 Parganas TOGETHERWITH the benefits of ancient of other rights, liberties, easements, appendages and appurtenances thereto and had been seized and possessed over the same by exercising right, title and interest without interruption from any corner, which is free from all sorts of encumbrances, liens, charges and mortgages whatsoever.

AND WHEREAS subsequently said Smt. Ashalata Sur executed a Will and testament on 23<sup>rd</sup> day of July, 1998 and thereby bequeathed her aforesaid property unto and in favour of her youngest son namely Shri Amal Sur alias Amalendu Sur and upon demise of said Smt. Ashalata Sur, said Shri Amal Sur alias Amalendu Sur being only beneficiary and executor in the said Will, applied for granting Probate of the said WILL before the Hon'ble Additional District Court at Alipore, vide Case No. 205



✓

20/11/22



of 2005 in Act 39 and the Hon'ble Court was pleased to pass an order on 08/05/2009 for granting the probate and on the strength on the probate, said Shri Amal Sur alias Amalendu Sur became the absolute owner of All that piece and parcel of land measuring an area of 04 decimals more or less, in Dag No. 2182 under L.R. Khatian No. 894, along with a residential structure standing thereon, lying and situated at Mouza- Purba Barisha, J.L. No. 23, Re: Su: No. 43, in Touzi No. 1-6, 8-10, 12-16, Pargana- Kashpur, under P.S.- Thakurpukur at present Haridevpur, A.D.S.R.O.- Behala, within the local limits of Joka 2 No. Gram Panchayet at present the Kolkata Municipal Corporation (S. S. Unit), in the District of South 24 Parganas TOGETHERWITH the benefits of ancient of other rights, liberties, easements, appendages and appurtenances thereto and since obtained said **Shri Amal Sur alias Amalendu Sur** duly got mutated his name in the records of L.R.R.O.R., vide L.R. Khatian No. 894 in Dag No. 2182 and also recorded his name in the assessment Books of Kolkata Municipal Corporation, being Holding No. 55, Mahatma Gandhi Road, Assessee No. 711431402158, Kolkata- 700104 by paying all relevant rents, taxes and other outgoings accordingly and had been seized and possessed over the same by exercising right, title and interest without interruption from any corner, which is free from all sorts of encumbrances, liens, charges and mortgages whatsoever.

**AND WHEREAS** while seized and possessed of and/or otherwise well sufficiently entitled to the same, said **Shri Amal Sur alias Amalendu Sur** sold, transferred, conveyed, assigned, assured and granted All that piece and parcel of land measuring an area of 04 Cottahs be the same a little more or less, along with a residential structure standing thereon, lying and



situated at Mouza- Purba Barisha, J.L. No. 23, Re: Su: No. 43, in Touzi No. 1-6, 8-10, 12-16, Pargana- Kashpur, comprised in R.S. & L.R. Dag No. 2182, appertaining to L.R. Khatian No. 894, under P.S.- Thakurpukur at present Haridevpur, A.D.S.R.O.- Behala, within the local limits of Joka 2 No. Gram Panchayet at present the Kolkata Municipal Corporation (S. S. Unit), in Ward No. 143, being Holding No. 55, Mahatma Gandhi Road, Assessee No. 711431402158, Kolkata- 700104 in the District of South 24 Parganas TOGETHERWITH the benefits of ancient of other rights, liberties, easements, appendages and appurtenances thereto, unto and in favour of 1) Shri Siten Kumar Bhowmick, Son of Late Nripendra Chandra Bhowmick, 2) Smt. Jayanti Bhowmick, Wife of Shri Siten Kumar Bhowmick, & 3) Shri Anirban Bhowmick, Son of Shri Siten Kumar Bhowmick, by dint of a Registered Deed of Conveyance (Kobala), being No. 13498, dated 29/10/2021, which was duly registered in the Office of A.D.S.R.- Behala and the same was recorded in Book No. I, Volume No. 1607-2021, Pages from 499835 to 499865 for the year 2021 against the valuable consideration mentioned therein and since purchased they duly got mutated their names in the Assessment Books of Kolkata Municipal Corporation and have been owing, possessing and enjoying over the same by metes and bounds in equal undivided  $1/3^{\text{rd}}$  share and exercising their respective right, title and interest without interruption from any corner, which is free from all sorts of encumbrances, liens, charges and mortgages whatsoever.

**AND WHEREAS** while seized and possessed of and/or otherwise well sufficiently entitled to the same, said Shri Anirban Bhowmick, Son of Shri Siten Kumar Bhowmick, sold, transferred, conveyed, assigned,



assured and granted All that piece and parcel of undivided 1/3<sup>rd</sup> share of land, measuring an area of 01 Cottah 05 Chittacks 15 Chittacks be the same a little more or less out of 04 Cottahs more or less, along with a residential structure standing thereon, lying and situated at Mouza- Purba Barisha, J.L. No. 23, Re: Su: No. 43, in Touzi No. 1-6, 8-10, 12-16, Pargana- Kashpur, comprised in R.S. & L.R. Dag No. 2182, appertaining to L.R. Khatian No. 894, under P.S.- Thakurpukur at present Haridevpur, A.D.S.R.O.- Behala, within the local limits of Joka 2 No. Gram Panchayet at present the Kolkata Municipal Corporation (S. S. Unit), in Ward No. 143, being Holding No. 55, Mahatma Gandhi Road, Assessee No. 711431402158, Kolkata- 700104 in the District of South 24 Parganas TOGETHERWITH the benefits of ancient of other rights, liberties, easements, appendages and appurtenances thereto, unto and in favour of 1) Shri Siten Kumar Bhowmick, Son of Late Nripendra Chandra Bhowmick, 2) Smt. Jayanti Bhowmick, Wife of Shri Siten Kumar Bhowmick, they present Vendors/Landlords herein, by dint of a Registered Deed of Conveyance (Kobala), being No. 160707742, dated 02/06/2022, which was duly registered in the Office of A.D.S.R.- Behala and the same was recorded in Book No. I, Volume No. 1607 - 2022, Pages from 248850 to 248872 for the year 2022 against the valuable consideration mentioned therein and delivered actual peaceful physical possession of the said landed Property in their favour.

**AND WHEREAS** consequently in the aforesaid manner, the present Vendors/Landlords became the absolute joint Owners of **ALL THAT** piece and parcel of 'Bastu' land, measuring an area of **04 (Four) Cottahs** be the same a little more or less, along with a residential structure standing



thereon [ undivided 2/3<sup>rd</sup> share by way of purchase and 1/3<sup>rd</sup> share by way of Deed of Gift], lying and situated at Mouza- Purba Barisha, J.L. No. 23, Re: Su: No. 43, in Touzi No. 1-6, 8-10, 12-16, Pargana- Kashpur, comprised in R.S. & L.R. Dag No. 2182, appertaining to L.R. Khatian No. 894, under P.S.- Thakurpukur at present Haridevpur, A.D.S.R.O.- Behala, within the local limits of Joka 2 No. Gram Panchayet at present the Kolkata Municipal Corporation (S. S. Unit), in Ward No. 143, being Holding No. 55, Mahatma Gandhi Road, Assessee No. 711431402158, Kolkata- 700104 in the District of South 24 Parganas TOGETHERWITH the benefits of ancient of other rights, liberties, easements, appendages and appurtenances thereto, which is more particularly described in the First schedule hereunder written and hereinafter referred to said land or property, and since obtained the present Vendors have been, owing, possessing and enjoying by exercising their right, title and interest over the same peacefully, quietly and without interruption of others and the said property is free from all sorts of encumbrances, liens, charges and mortgages whatsoever.

**AND WHEREAS** the property mentioned in the First schedule below is free from all encumbrances, lien or charges and has good marketable title over the property and they have the every right to sell the property.

**AND WHEREAS** the OWNERS/FIRST PART being interested and desired to develop their said dilapidated rundown building over the said plot of land by way of amalgamation the two holding in one and demolishing the present old dilapidated structures, which is more fully described in the FIRST SCHEDULE hereinafter written by way of raising (G+4) Multi-



Storied building therein as sanctioned by the local Municipality, and with this end in view, the Owners/Vendors have been searching/or looking for a Builder/Developer having adequate knowledge and experience of such construction with sufficient credentials and financial affluence to go for and/or to complete the proposed construction absolutely at his own costs and expenses.

WHEREAS the OWNERS hereto being unable to renovate their existing house, under their possession in the below mentioned property, where they wished to settle after having houses of modern test for want of necessary fund have intended to sell constructed portion of building with undivided share of land proportionately to any such financially stable person or institution who will be agreeable to pay the consideration by performing the promise to pay cash falling in the Owners' allocation as per terms and conditions to be mutually settled by and between the parties i.e. the OWNERS and intending VENDEES/ PROMOTORS/ DEVELOPERS.

AND WHEREAS upon the aforesaid representation of the Owners and subject to verification of the title of the Owners concerning the said premises, the DEVELOPER has agreed to develop the said premises by constructing a (G+4) multi storied building at the said premises in accordance with the sanctioned building plan and also to provide the allocations of the Landowners as were agreed in such amicable mutual discussions and to derive such oral amicable discussions into writings, the Land Owners of the One Part and the Developer of the Other Part are executing this Agreement, in order to avoid all future misunderstandings and to make it clear to the public at large regarding the terms of settlement



in between the Land Owners of the One Part and Developer of the Other Part.

**NOW THIS AGREEMENT WITHNESSETH** and it is hereby agreed upon by and between the parties hereto on the following terms and conditions.

### DEFINITIONS

In this present unless there is anything repugnant to or inconsistent with:-

**OWNERS** : - shall mean the said 1) **SHRI SITEN KUMAR BHOWMICK**, having VOTER CARD No. WB/18/113/753690, PAN- ADTPB5157D & AADHAAR No. 5701 5478 8117, Son of Late Nripendra Chandra Bhowmick, 2) **SMT. JAYANTI BHOWMICK**, having VOTER CARD No. WB/18/113/753691, PAN- AHTPB8767H & AADHAAR No. 7824 3548 6618, Wife of Shri Siten Kumar Bhowmick, both by Nationality- Indian, by Religion- Hindu, by Occupation- No. 1 Business, No. 2 Housewife, residing at 299, 2 Bachar Para Road, P.O. & P.S.- Thakurpukur, Kolkata- 700063, District- South 24 Parganas, in the State of West Bengal.

**DEVELOPER** : - shall mean and include the said "**MAA MANASA BUILDER**" having its office and place of business at 1/B/19, Ramlal Agarwal Lane, P.O. - Sinthee, P.S. - Baranagar, Kolkata - 700050, District - North 24 Parganas, represented by its Proprietor **SRI DILIP KUMAR RAY** (having PAN AFOPR7932P), son of Late Samir Chandra Ray, residing at 1/B/19, Ramlal Agarwal Lane, P.O - Sinthee, P.S. -Baranagar, Kolkata - 700050, District - North 24 Parganas in the State of West Bengal.



**ARCHITECT :-** shall mean any qualified person or persons or firm appointed or nominated by the Developer at its own cost as Architect or Architect of the building to be constructed on the said premises at the entire cost and expenses of the Developer.

**ADVOCATE :-** shall mean Smt. Ratna Bose (WB 712/98), Advocate, District Judges Court North 24 Parganas at Barasat) who is appointed by the both parties.

**TITLE DEEDS :-** shall mean all the documents of title relating to the said land and premises, which shall be handed over in original to the Developer at the time of execution of the agreement.

**PREMISES/PROPERTY :-** shall mean ALL THAT piece and parcel of 'Bastu' land, measuring an area of 04 (Four) Cottahs be the same a little more or less, along with a residential structure standing thereon, lying and situated at Mouza- Purba Barisha, J.L. No. 23, Re: Su: No. 43, in Touzi No. 1-6, 8-10, 12-16, Pargana- Kashpur, comprised in R.S. & L.R. Dag No. 2182, appertaining to L.R. Khatian No. 894, under P.S.- Thakurpukur at present Haridevpur, A.D.S.R.O.- Behala, within the local limits of Joka 2 No. Gram Panchayet at present the Kolkata Municipal Corporation (S. S. Unit), in Ward No. 143, being Holding No. 55, Mahatma Gandhi Road, Assessee No. 711431402158, Kolkata- 700104 in the District of South 24 Parganas TOGETHERWITH the benefits of ancient of other rights, liberties, easements, appendages and appurtenances thereto.

**NEW BUILDING :-** shall mean the (G+4) multi storied Building as per available sanctioned area mainly for residential building, Shop room and



Garage etc., which is to be constructed over the said premises as per plan to be sanctioned by the Kolkata Municipal Corporation.

**COMMON AREA FACILITIES AND AMENITIES :-** shall mean and include, lift condors, stair ways, passage ways, common lavatories, pump room, tube well, under Ground water reservoir, overhead water tank, water pump, roof and other facilities which is to be attached with the proposed Building as per specification given in the Fifth Schedule hereunder written for better enjoyment of the Flats as mutually agreed by and between the Owners and Developer.

**SUPER BUILT UP AREA OF THE FLAT/GARAGE :-** shall mean and include the total covered area of the unit plus proportionate stair, lift and lobby plus 20% service area, over the aforesaid total covered area.

**SALEABLE SPACE :-** shall mean the space in the proposed new building which is available as covered area alongwith super built-up area for residential Flats, Shop, Garage, Godown for independent use with common facilities other than the space allowable to the Owners or Flat purchaser alongwith the right to use and enjoy the common facilities and convenience provided in the new building against consideration in other wards saleable mean and include the Flat/Units/Garage/space/shop in the building available for independent use and occupation of the self-contained Flat/ Garage after making due provision for common amenities and facilities for better enjoyment against consideration.

**TIME :-** shall mean the Developer shall complete the project in all respect in 24 month with all standard building material from the date of sanction



building plan, which is to be sanctioned by the Kolkata Municipal Corporation. If the Developer fail to comply with such then the Owner will obtain as per Apex Court Order.

**FORCE MAJEURE:** - that this agreement and clauses herein are subject to Force Majeure which means and include earthquake, flood, riot, storm, tempest, civil commotion, war, strike, lock out or any other act beyond the control of the parties hereto at the duration whereof the obligation of the parties hereto shall remain suspended.

**BUILDING PLAN :-** shall mean such plan to be prepared by the Architect/Civil Engineer/Engineer for the construction of the building and to be sanctioned by the Kolkata Municipal Corporation with such addition, alteration or modification as may be made by the Developer from time to time.

**TRANSFER :-** shall mean and included transfer by delivery of possession as per present customs or by any other means adopted by the developer for effecting transfer of the proposed building or flat to the intending purchasers thereof against valuable consideration.

That on execution of this Development Agreement, a Development Power of Attorney is also be executed by the Owners in favour of the developer with a view to do act and execute agreement or agreements, agreement for sale,, deed of Conveyance or deed of conveyances in respect of the saleable space of the developer allotted portion.

That with this execution of this agreement the Owners herein are giving



absolute right to the developer to construct (G+4) multi storied building over the land described in the Schedule herein under written.

That the Developer shall at its own cost and expenses prepared a building plan and get it sanctioned by the Kolkata Municipal Corporation, the Owners agreed to sign on the Plan prepared by the Developer and also all other documents related to Plan sanction.

That the Developer shall its own cost and expenses construct the said building as per the sanctioned building plan.

A. That in lieu of the land the Owners herein shall get Rs. 30,00,000/- (Rupees Thirty Lakh) only in the flowing manner :-

- i) The Owners will entitled to get Rs. 20,00,000/- (Rupees Twenty Lakh) only at the time of execution of this indenture.
- ii) The Owners will entitled to get Rs. 10,00,000/- (Rupees Ten Lakh) only at the time of Approval of Sanctioned Building Plan by the Kolkata Municipal Corporation.

Be it mentioned here that the entire earnest amount will be adjusted at the time of transferring the unit of the proposed building.

B. That the owners will entitle to get 50% of the entire construction area of the proposed project.

That the rest 50% of the project area/constructed area except the owners' allocation of (G+4) multi storied building consisting of flats, garages,



shops, godown shall belong to the developers and the developers shall have every right to sell, mortgage, lease out or transfer without any claim, hindrance or objection from the Owners hereto.

That the entire consideration money received from transfer of Flats, Shops and Garages at the premises lying under the Developer's allocation shall be received by the developers on the strength of this agreements. That in case of dispute and difference between the parties hereto the matter shall be referred Arbitration and decision shall be final binding upon the parties.

In case due to any natural disaster if this building will be demolished then the Owners and Developer as well as intending purchaser of flat/flat Owners will be the joint Owners of the land mentioned in the First Schedule property herein after according to their proportionate share.

Save and except for the Owners allocation mentioned herein above, the Owners shall have no other claim/claims in any part or portion of the building or from the sale proceeds of any other part of the building.

### **OWNERS' DECLARATION RIGHTS AND RESPONSIBILITIES**

The Owners hereby declare that they are the absolute Owners of the First Schedule property and now seized and possessed of or otherwise well and sufficient entitled thereto without any disturbance hindrance in any manner whatsoever.

That the said property is free from all encumbrances charges, lispends, attachments acquisition or requisition whatsoever or howsoever and the



Owners have good and marketable title over the said land subject to, cancellation of the previous Development Agreement, if any, executed by the predecessor in title of the present Owners and to that effect necessary cost will be paid by the Developer and such cost and expenses will be treated as Non refundable consideration money paid by the Developer to the Owners. That the Owners hereby agreed that they will not grant lease, mortgage, charge or encumber the first schedule property in any manner whatsoever during the existing of this agreement as well as during the construction of the building without prior written consent of the Developer.

That the Owners hereby agree to deliver peaceful vacant possession of the First schedule property after sanction of the Site Plan of the proposed Building and prior to that mutate their names of the Kolkata Municipal Corporation and cost and expenses for mutation Will borne by the Developer.

That the Owners shall be jointly liable and responsible for the litigation, if any litigation arose due to defects on their part or with regard to title in respect of the land or any boundary, dispute and if any type of litigation is found or arose due to any order of the competent Court Authority concern or any other competent authority concern.

That the Owners hereby giving exclusive license to The Developer to commercially exploit the same as per terms and conditions contained in this Agreement and hereby authorized the Developer to amalgamate the schedule land With the adjacent land Owners and also authorized to enter into agreement for sale; lease, -transfer, mortgage and to dispose of the



said Property.

That the Owners hereto without being influenced or provoked by anybody and with full sense and knowledge do hereby categorically declare that the Developer shall construct the building exclusively at its own name or in the name the firm. The Developer shall have liberty to receive any amount from the purchaser/ purchasers in its own name and the sale proceed of flats/units/garages/shops shall belong to the Developer in which Owners shall have no claim in all material time in future.

That on execution of this agreement none of the two Owners are not entitled to lien, charges, mortgages, transfer, gift or sale their share portion of the First Schedule property to any other person or persons.

That with a view to construct a new (G+4) multi storied building on the said land, describe in the First Schedule hereunder written, the original copy of deeds, tax receipts, khajna receipt, parcha or records of right etc. are being handed over in favour of the developer by the present Owners.

#### **DEVELOPERS RIGHTS, OBLIGATION AND DECLARATION**

The Developers/Promoters agreed to complete the multi-storied building over the aforesaid Property within 24 months from the date of sanctioned of the building plan failing which the Developer will be compelled to give Plaintiff and Interest as per Apex Court Order, which is to be Sanctioned by the Kolkata Municipal Corporation Authority concern with due modification or amendment of the sanction plan as made or caused to be made by the Architect of the Developer.



basis and as mutually agreed. Be it mentioned that the security money deposit for the new electric meter connection shall be paid by the Developer for the Owners' respective meters (constructive power/common meter). It is also mentioned that, the developer will fix the sale rate, for flat /garages/unit/shops etc. for Developer Allocation without consultation of the Owners.

The Developer will bear the cost of demolishing the existing structure standing in the said plot of land and he will get all material of said structure.

### COMMON RESPONSIBILITIES

The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building, accruing due on and from the date of execution of the agreement and prior to that Owners shall pay and clear all dues and taxes in respect of the property and after handing over the possession of the flats, all the flats Owners will pay due amount according to their respective areas. Be it mentioned here that cost for obtaining Completion Certificate will be borne by the Developer.

### COMMON RESTRICTION

- (a) Neither party shall use or permit to the use in the building or any portion thereto for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any purpose which may cause any nuisance or hazard to the other occupiers of the building:
- (b) Neither party shall demolish any wall or other structure in their



respective allocation or portion thereof or make any structural addition or alteration therein without previous written consent from the Owners, developer or from the competent authority or Municipal authority concern in this behalf.

- (c) No goods or the items shall be kept by party or their transferees for display or otherwise in the corridor or other place of common use in the building and no hindrance shall be cause in any manner in the free movement of user in the corridors and other places of common use in the building.
- (d) Neither party nor their transferees shall do or cause or permit to be done any act or things which may render void any insurance of the building or any part thereof and shall keep the other occupiers of the said armless and indemnified from and against the consequences of any breach.
- (e) Neither party nor their transferees shall Throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be Thrown or accumulated in or about be building or in the compounds corridors or any other portion or portions of the building.

#### MISCELLANEOUS

The name of the building shall be kept as per choice of Developer. As and from the date of completion of the building the developer and/or its transferees shall be liable to pay, and bear proportionate cost towards regular maintenance charges.



**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(Description of the property which is to be developed)

**ALL THAT** piece and parcel of 'Bastu' land, measuring an area of **04 (Four) Cottahs** be the same a little more or less, along with a residential structure standing thereon, lying and situated at Mouza- Purba Barisha, J.L. No. 23, Re: Su: No. 43, in Touzi No. 1-6, 8-10, 12-16, Pargana- Kashpur, comprised in R.S. & L.R. Dag No. 2182, appertaining to L.R. Khatian No. 894, under P.S.- Thakurpukur at present Haridevpur, A.D.S.R.O.- Behala, within the local limits of Joka 2 No. Gram Panchayet at present the Kolkata Municipal Corporation (S. S. Unit), in Ward No. 143, being Holding No. 55, Mahatma Gandhi Road, Assessee No. 711431402158, Kolkata- 700104 in the District of South 24 Parganas **TOGETHERWITH** the benefits of ancient of other rights, liberties, easements, appendages and appurtenances thereto. The Original Landlord Govt. of West Bengal represented by the Collector of the District- North 24 Parganas and It's proportionate annual rent is payable to the Collector of the District- North 24 Parganas. The property is butted and bounded as follows-

**BUTTED AND BOUNDED**

On the North	:	by Mahatma Gandhi Road; <i>12' ft wide</i>
On the South	:	by Land of Suman Das;
On the East	:	by Biswabani Christian Organization;
On the West	:	by Property of Gopal Banik;

*Silva M. Blawie*



**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(Owners' Allocation)**

It is agreed hereby upon the consensus of the parties that the Owners shall be entitled to get :-

A. That in lieu of the land the Owners herein shall get **Rs. 30,00,000/- (Rupees Thirty Lakh) only** in the flowing manner :-

- i) The Owners will entitled to get **Rs. 20,00,000/- (Rupees Twenty Lakh) only** at the time of execution of this indenture.
- ii) The Owners will entitled to get **Rs. 10,00,000/- (Rupees Ten Lakh) only** at the time of Approval of Sanctioned Building Plan by the Kolkata Municipal Corporation.

Be it mentioned here that the entire earnest amount will be adjusted at the time of transferring the unit of the proposed building.

B. That the owners will entitle to get 50% of the entire construction area of the proposed project.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(Developer's Allocation)**

Developer's allocation shall mean : Profit of the proposed project/ Saleable Portion of the project. OR Rest 50% of the Total constructional area except owners' allocation shall inclusive as per sanctioned building plan to be obtained by the Kolkata Municipal Corporation in the proposed construction, consisting of Flat/Shops/ Garages/Godown shall belong to the Developer including undivided proportionate share of above noted



First Schedule Land togetherwith the undivided proportionate share and facilities, which is mentioned in the Fifth Schedule and right of roof and the Developers shall have every right to sale, mortgage, leaseout or transfer in any manner permitted by Law alongwith proportionate share of land attached to such Flats/Shops/ Garages/Godown without any claim or hindrance from the Owners.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

(Specification of Construction of Building and Flat and Materials)

FOUNDATION	:	R.C.C framed building.
WALLS	:	Bricks masonry work will be of 5" thick for outside walls, partition will be of 5" and 3" bricks walls, cement plaster, and inside surface will be furnished with Plaster of Paris and outside of the building finished with weather coat colour
DOORS	:	Main door made of pure Shegun plywood containing good quality handle lock with eye hole will be installed. All other doors will be flash door made of pure pine wood. Door of the toilet will be of P.V.C., frame of all doors will be made by shal wood.
WINDOWS	:	Operable glass fitted aluminum channel window will be provided in each flat except kitchen and toilet.
FLOORING	:	Flooring of the flats will be made of vitrified tiles/Marble with 4" skirting on all sides except toilet to be provided anti skidding floor tiles.



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KITCHEN	:	Granite stone kitchen platform will be provide in kitchen and 4 ft. height over a and above the kitchen platform will be fitted with digital glazed tiles apart from providing l(one) steel sink 20" X 16" and 2 (two) tap connections, one ceramic wash basin would, be fitted in any suitable place of a flat.
TOILET	:	Bathroom will be provided with Indian type pan/ Commode. The wall of the bath room will be. fitted with digital glazed tiles 12"x18" up to 5 ft. height in all wall, one shower and two water tap, one geyser point will also be provided in bath room.
ELECTRICAL POINTS	:	Concealed wiring with provision of 4 points in each bed room/drawing and dining room, one light point and one exhaust fan point in both the kitchen and toilet. One calling bell point in front of the main door, one light point in balcony. Separate electric meter for each flat will he also provided at the Cost of the purchaser/Owners.
PLUMBING & PIPELINE	:	All plumbing, sanitary, fittings water line must be of good and standard quality.
LIFT	:	Installation of a lift facility.
WATER	:	Deep tube-well with submersible pump to supply water to overhead reservoir with individual distribution.
ROOF	:	Roof will be furnished with water proofing system and heat treatment system and to be



	hounded by parapet walls.
OTHER	: Special fitting/finish will be provided at an extra cost.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

(Common areas and facilities as detailed in definition clauses)

1. Common paths, passage including the main enhance of the building to the ultimate roof.
2. Land underneath the building and all open space in the said building along with the ultimate roof of the building.
3. Passage from the main entrance stair pump, room, over head and/or underground water reservoir.
4. Water pump and water tank overhead tank and water supply line.
5. Electric meter space.
6. Drainage and sewerage.
7. Electric service line and electric main line wiring electric water pump installed in the building.
8. Lobbies and staircase of the building.



**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

(Common Expenses/Maintenance Charges)

Costs, expenses and outgoing and obligations for which all Purchasers of Units are to contribute proportionately:-

1. All costs of maintenance, cleaning of premises for common use, operating water pump replacing while washing, painting, re-building, re-constructing, decorating, lighting the common parts and also the outer walls of the building.
2. The salary of all persons employed for the common purposes.
3. Insurance premium for insuring the building against earthquake, fire, lighting, mob damage, civil commotion etc. if any.
4. All charges and deposits for supply of common utilities to the Purchaser or other Purchasers or occupiers or other proportions of the building.
5. Municipal taxes and other outgoing save those separately on the Purchasers or other co-Owner.
6. Costs of formation and operation of the company, association society for maintenance of the building.
7. All other expenses and outgoing as demanded by the promoter being necessary or incidental to regulate the right of the purchaser and/ or, occupiers of the building including such amount as may be reasonably fixed for creating a fund for replacement, renovation, maintenance and/or periodic repairs in and of the common portions.



IN WITNESS WHEREOF the parties hereto set and subscribe their respective hands and seals without any provocation from any corner on the day, month and year first above written.

SIGNED SEALED AND  
DELIVERED

IN PRESENCE OF FOLLOWING  
WITNESSES :

1. *Pada chandra Paul* 1. *Silpi Ex. Bhawanick*  
1074/3403, *Saydurga nari*  
*Bomikhal, Bhubaneswar* 2. *Jayanti Bhawanick*  
2. *Pin - 751006*

*Priyanka Basu.*  
Adv.  
Barasat Sds'  
Court.

Drafted by :-

*Ratna Basu*

Advocate  
District Judges' Court  
at Barasat, North 24 Parganas.

*WB 712/98*

Computerized by :- *Chandan Biswas*

*Chandan Biswas*  
Barasat Court

Signature of the OWNERS

1.

MAA MANASA BUILDER

*Silpi Ex. Bhawanick*  
Proprietor

2.

*(Silpi Ex. Bhawanick)*

Signature of the DEVELOPER



MEMO OF CONSIDERATION

RECEIVED a sum of Rs. 20,00,000/- (Rupees Twenty Lakh) only being the earnest money hereof from the within-named Developer on the date, month and year first above written in the manner as per the memorandum hereunder:

Sl. No.	Date	Name of Bank	Cheque No.	Amount (Rs.)
1.	19.07.2022	Union Bank	NEFT , Acc No. Being - 772902010001289	Rs. 10,00,000/-
2.	19.07.2022	Union Bank	NEFT , Acc No. Being - 772902010000547	Rs. 10,00,000/-
Total				Rs. 20,00,000/-

TNESSES:-

*For Land Owner Sisir K. Bhattacharya*  
Jayanti Bhattacharya












SIGNATURE OF THE LAND OWNERS

*Prerajanka Basu .*  
 Adv.



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












(1) Name : Lilip Kumar Roy

LITTLE	RING	MIDDLE	FORE	THUMB	
					<p>বাম হাত</p>  <p>ডান হাত</p>
					

Lilip Kumar Roy  
Signature of the Presentant

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

(2) Name : Silen M. Bhattacharya

LITTLE	RING	MIDDLE	FORE	THUMB	
					<p>বাম হাত</p>  <p>ডান হাত</p>
					

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












Silen M. Bhattacharya  
Signature of the Presentant

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



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

(1) Name : Jayanti Bhowmik

LITTLE	RING	MIDDLE	FORE	THUMB	<div>বাম হাত</div>  <div>ডান হাত</div>
					
THUMB	FORE	MIDDLE	RING	LITTLE	
					

J. Bhowmik Jayanti Bhowmik

Signature of the Presentant

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

(2) Name :

LITTLE	RING	MIDDLE	FORE	THUMB	<div>বাম হাত</div> <div>PHOTO PEST</div> <div>ডান হাত</div>
THUMB	FORE	MIDDLE	RING	LITTLE	

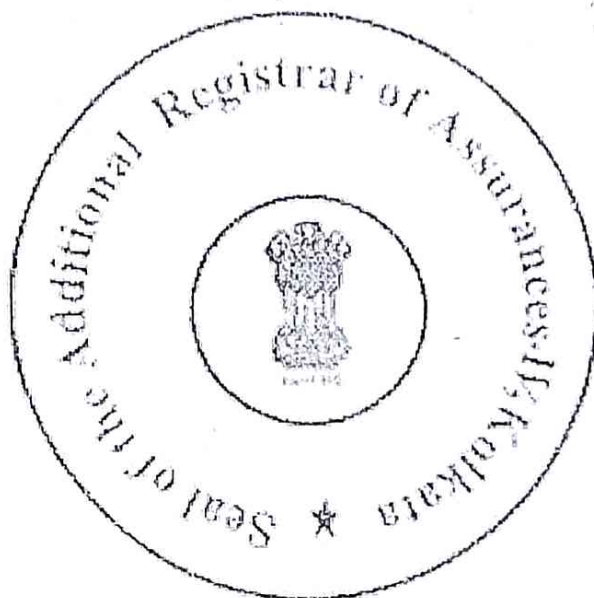
All the above fingerprints are of the above named person and attested by the said person.

Signature of the Presentant

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



Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 1904-2022, Page from 762011 to 762058  
being No 190411455 for the year 2022.



Digitally signed by MOHUL  
MUKHOPADHYAY  
Date: 2022.07.25 17:18:09 +05:30  
Reason: Digital Signing of Deed.

*Mm*

(Mohul Mukhopadhyay) 2022/07/25 05:18:09 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

(This document is digitally signed.)