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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Considered that the document is identical  
registration. The signature sheets and  
the endorsement sheets attached with the  
document are the part of this document.

*Xee*  
District Sub-Register-II  
Alipore, South 24-parganas  
02/11/2022

**DEVELOPMENT AGREEMENT**

**THIS DEED OF DEVELOPMENT AGREEMENT** is made on 2nd  
day of November, 2022 (Two Thousand Twenty-Two) **BETWEEN;**



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

Name : ..Rena... Chatterjee and Anothers

Address : R/1A S. C. D. Seron, Kol-025

Vendor : .....

Alipore Collectorate, 24 Fgs. (South)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, Kol-27



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Partha Sana

**PARTHA SANA**  
DEED WRITER  
L. No.- 132/2013  
ALIPORE POLICE COURT  
KOLKATA-700027

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(1) **SRI RANA CHATTERJEE**, having PAN : APZPC1162R, Aadhaar No.6377 6132 . 3821 and (2) **SRI SHIBAJI CHATTERJEE**, having PAN : APPPC8661M, Aadhaar No.9846 6081 4937, both are son of Late Debabrata Chatterjee, both are by creed : Hindu, Indian by National, by occupation : Service, both are at present residing at 8/1A, Sakharam Ganesh Dauskar Sarani, Post Office : Bhowanipore, Police Station : Bhowanipore, Kolkata : 700025, hereinafter jointly called and referred to as "the **OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, successors, administrators, legal representatives and assigns) of the **ONE PART**.

**AND**

**SUN CONSTRUCTION**, having PAN No.ABNFS3040A, a Partnership Firm, having its Registered Office at 21/4, Aswini Dutta Road, 2<sup>nd</sup> Floor,. Post Office : Deshpriyo Park, Police Station : Lake P.S., Kolkata : 700029, represented by its designated Partner namely, **SRI JAY S. KAMDAR**, having PAN : AKWPK2270L, Aadhaar No.7074 3050 7318, son of Late



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Sharad. H. Kamdar, by creed : Hindu, Indian by National, by occupation : Business, residing at 38A/26, Jyotish Roy Road, Post Office : New Alipore, Police Station : Behala, Kolkata : 700053, hereinafter called and referred to as "the **DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office and assigns) of the **OTHER PART**.

**WHEREAS** originally one Rabindra Nath Mukherjee was the Owner of the Municipal Premises Nos.8/1A & 8/1B, Townshend Road at present Sakharam Ganesh Dauskar Sarani, Police Station : Bhowanipore, Kolkata : 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72, which is a 2 (Two) storied Building constructed upon the total land measuring about 5 (Five) Cottahs 10 (Ten) Chittacks more or less consisting of 4 (Four) numbers of self contained Flats intervened by one common partition wall.

**AND WHEREAS** while absolutely seized and possessed the aforesaid two premises as Owner thereof, said the said Rabindra Nath Mukherjee gifted away a self contained Flat on the Ground Floor together with undivided proportionate  $\frac{1}{2}$  share of the land



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& roof of the said 2 (Two) storied Building at Municipal Premises No.8/1A, Townshend Road at present Sakharam Ganesh Dauskar Sarani, Police Station : Bhowanipore, Kolkata : 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72 unto and in favour of his daughter Smt. Arati Chatterjee by virtue of a registered Deed of Gift absolutely and forever. The aforesaid Deed of Gift was duly registered on 17<sup>th</sup> January, 1991 in the Office of the District Sub-Registrar at Alipore and recorded in Book No.I, Volume No.358, Pages 274 to 282, Being No.644 for the year 1991.

**AND WHEREAS** after such gift, the said Rabindra Nath Mukherjee owned and possessed entire Municipal Premises No.8/1B, Townshend Road at present Sakharam Ganesh Dauskar Sarani and a self contained Flat on the First Floor of Municipal Premises No.8/1A, Townshend Road at present Sakharam Ganesh Dauskar Sarani.

**AND WHEREAS** while seized and possessed of the aforesaid two premises as Owner thereof, said Rabindra Nath Mukherjee published his last Will & Testament on 8<sup>th</sup> July, 2008, wherein he bequeathed his aforesaid entire Municipal Premises No.8/1B,



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Townshend Road at present Sakharam Ganesh Dauskar Sarani and a self contained Flat .on the First Floor of Municipal Premises No.8/1A, Townshend Road at present Sakharam Ganesh Dauskar Sarani unto and in favour of his two sons viz. Pranab Kumar Mukherjee, Prabir Kumar Mukherjee and the husband and daughter of his predeceased daughter Pranati Banerjee viz. Nilangshu Banerjee and Smt. Subhamita Mukherjee subject to life interest of his wife viz. Durga Rani Mukherjee.

**AND WHEREAS** after passage of time said Rabindra Nath Mukherjee died on 21<sup>st</sup> March, 2010 and his wife Smt. Durga Rani Mukherjee died also died on 2<sup>nd</sup> March, 2012.

**AND WHEREAS** the aforesaid Will has been duly probated vide Order No.10 dated 19<sup>th</sup> February, 2013 in Act XXXIX Case No.373 of 2010(P) by the Learned District Delegate at Alipore.

**AND WHEREAS** in terms of the said Will, the Executor has been discharged of his obligations and handed over possession of the respective Beneficiaries of their full satisfaction and accordingly the Learned District Delegate Court at Alipore vide its Order No.13 dated 26<sup>th</sup> August, 2013 discharged the Executor.



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**AND WHEREAS** in terms of the said Will, said Pranab Kumar Mukherjee, has been allotted **ALL THAT** a self contained Flat on the First Floor together with undivided proportionate  $\frac{1}{2}$  share of the land & roof of the said 2 (Two) storied Building at Municipal Premises No.8/1B, Townshend Road at present Sakharam Ganesh Dauskar Sarani, Police Station : Bhowanipore, Kolkata : 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72.

**AND WHEREAS** in terms of the said Will, said Prabir Kumar Mukherjee, has been allotted **ALL THAT** a self contained Flat on the Ground Floor together with undivided proportionate  $\frac{1}{2}$  share of the land & roof of the said 2 (Two) storied Building at Municipal Premises No.8/1B, Townshend Road at present Sakharam Ganesh Dauskar Sarani, Police Station : Bhowanipore, Kolkata : 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72.

**AND WHEREAS** in terms of the said Will, said Nilangshu Banerjee and Smt. Subhamita Mukherjee jointly have been allotted **ALL THAT** a self contained Flat on the First Floor together with undivided proportionate  $\frac{1}{2}$  share of the land &



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roof of the said 2 (Two) storied Building at Municipal Premises No.8/1A, Townshend Road at present Sakharam Ganesh Dauskar Sarani, Police Station : Bhowanipore, Kolkata : 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72.

**AND WHEREAS** in the manner stated above, said Pranab Kumar Mukherjee, Prabir Kumar Mukherjee, Smt. Arati Chatterjee, Nilangshu Banerjee and Smt. Subhamita Mukherjee became the Owner of their respective portions at being Municipal Premises Nos.8/1A & 8/1B, Townshend Road at present Sakharam Ganesh Dauskar Sarani, Police Station : Bhowanipore, Kolkata : 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72 and duly mutated their names with the Office of the Kolkata Municipal Corporation in respect of their respective portions and used to pay the necessary taxes to the said Authority.

**AND WHEREAS** thereafter said Pranab Kumar Mukherjee, Prabir Kumar Mukherjee, Smt. Arati Chatterjee, Nilangshu Banerjee and Smt. Subhamita Mukherjee duly amalgamated their respective portions in the aforesaid two premises by way of



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a registered Deed of Amalgamation, which was duly registered on 23<sup>rd</sup> June, 2021 in the Office of the Additional Registrar of Assurances – I at Kolkata and registered in Book No.I, Volume No.1901-2021, Pages from 213239 to 213284, Being No.190103638 for the year 2021.

**AND WHEREAS** after such amalgamation, the aforesaid two premises merged with each other and came into one single property, which is at present known and numbered as Municipal Premises No.8/1A, Townshend Road at present Sakharam Ganesh Dauskar Sarani, Police Station : Bhowanipore, Kolkata : 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72, containing total land measuring about 5 (Five) Cottahs 10 (Ten) Chittacks more or less and same was duly mutated in the name of said Pranab Kumar Mukherjee, Prabir Kumar Mukherjee, Smt. Arati Chatterjee, Nilangshu Banerjee and Smt. Subhamita Mukherjee.

**AND WHEREAS** in the manner stated above, said Pranab Kumar Mukherjee, Prabir Kumar Mukherjee, Smt. Arati Chatterjee, Nilangshu Banerjee and Smt. Subhamita Mukherjee jointly have become the Owners of the aforesaid property i.e.



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**ALL THAT** piece and parcel of land measuring an area of 5 (Five) Cottahs 10 (Ten) Chittacks be the same a little more or less together with 2 (Two) storied Building having built up area of 5800 (Five Thousand Eight Hundred) Square Feet more or less standing thereon, being known and numbered as Municipal Premises No.8/1A, Townshend Road at present 8/1A, Sakharam Ganesh Dauskar Sarani, Police Station : Bhowanipore, Kolkata : 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72, bearing Assessee No.11-072-33-0964-2, morefully described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as "the **SAID PREMISES/PROEPRTY**" and absolutely seized and possessed the same as joint Owners thereof by paying taxes thereto.

**AND WHEREAS** at this juncture, said Smt. Arati Chatterjee decided to develop her share in the said property i.e. **ALL THAT** piece and parcel of undivided 1/4<sup>th</sup> share of the land measuring about 5 (Five) Cottahs 10 (Ten) Chittacks more or less together with 2 (Two) storied Building having built up area of 5800 (Five Thousand Eight Hundred) Square Feet more or less standing thereon, being known and numbered as Municipal Premises



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No.8/1A, Townshend Road at present 8/1A, Sakharām Ganesh Dauskar Sarani, Police Station : Bhowanipore, Kolkata : 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72, morefully described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as “the **SAID PORTION**”, through a prospective Developer to overcome her accommodation problems and accordingly entered into a registered Development Agreement on 21<sup>st</sup> June, 2022 with the Developer herein as per terms and conditions as set forth therein, which was duly registered in the Office of the District Sub-Registrar – II at Alipore, South 24 Parganas and registered in Book No.I, Volume No.1602-2022, Pages from 301238 to 301313, Being No.160208204 for the year 2022, hereinafter called and referred to as “the **SAID AGREEMENT**”.

**AND WHEREAS** during continuation of the said Agreement, said Smt. Arati Chatterjee died intestate on 12<sup>th</sup> October, 2022 leaving behind surviving her two sons viz. Rana Chatterjee and Shibaji Chatterjee, as her only legal heirs and successors, who jointly inherited the said portion left by their mother as per Hindu Succession Act, 1956. Be it noted that the husband of said Smt. Arati Chatterjee viz. Debabrata Chatterjee predeceased her.



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**AND WHEREAS** after such inheritance said Rana Chatterjee and Shibaji Chatterjee, the Party hereto of the One Part herein, became the joint Owners of the said portion as well also acquired all right, title, interest and benefit of the said Agreement in place of their deceased mother and to avoid all future complication they jointly entered into this Agreement with the Party hereto of the Other Part, so that the proposed development work to be done smoothly as per terms and conditions as setforth hereunder below.

**AND WHEREAS** the Owners have declared and represented as under :-

1. The property of the Owners is absolutely free from all encumbrances, mortgages, attachments, lien and lispendences whatsoever and howsoever.
2. That the said portion does not attract the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 or any other enactment at present in vogue.
3. That the Owners are not defaulter in payment of tax or any other statutory liability leading to first charge or to



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attachment and/or sale of the said portion under Public Demands Recovery Act.

4. That the Owners have not heretofore entered into any Agreement for Sale of the said portion or any part thereof nor have they bound themselves by any such condition as would lead to a proceeding under Specific Relief Act in relation to the said portion or any part thereof.
5. That it has absolute right and indivisible title and absolute power and authority to deal their said portion and every part thereof in any manner they may prefer.

**AND WHEREAS** the entire Building, stands upon the said property is in a dilapidated condition not fit for habitation and not proper for reasonable safe and suitable accommodation of the present Owners including the other Owners of the said property with their respective family members.

**AND WHEREAS** the Owners are desirous to have their said portion developed for better utilization of the space available therein.



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**AND WHEREAS** the Owners are not in a position to develop the said portion on their own having lack of knowledge in the matter of construction of Building.

**AND WHEREAS** the Owners were in search of a Developer who has sufficient funds and due experience and having necessary infrastructure and interest to promote and develop the said portion by constructing a proposed Building/s by investing necessary funds required for the purpose of construction and other incidentals thereof.

**AND WHEREAS** the Developer approached the Owners with the proposal that he would be able to construct a proposed Building/s upon the said portion as well as the said property consisting of several Flat/s, Shop/s and Car Parking Space/s as per Building Rules & Regulations of the Kolkata Municipal Corporation after obtaining necessary Plan sanctioned from the Kolkata Municipal Corporation with its own funds and resources.

**AND WHEREAS** to avoid ambiguity and future disputes as to the meaning of repeated use of some words, phrases and/or



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expression in these presents, the Parties hereto have agreed to define the said words, phrases and/or expressions as follows :-

**ARTICLE : "I"**

**(DEFINITIONS)**

1. **OWNERS** :-

Shall mean (1) **SRI RANA CHATTERJEE** and (2) **SRI SHIBAJI CHATTERJEE**, both are son of Late Debabrata Chatterjee, both are at present residing at 8/1A, Sakharam Ganesh Dauskar Sarani, Post Office : Bhowanipore, Police Station : Bhowanipore, Kolkata : 700025 and each of their heirs, executors, successors, administrators, legal representatives and assigns.

2. **DEVELOPER** :-

Shall mean **SUN CONSTRUCTION**, a Partnership Firm, having its Registered Office at 21/4, Aswini Dutta Road, 2<sup>nd</sup> Floor, Post Office : Deshpriyo Park, Police Station : Lake P.S., Kolkata : 700029, represented by its designated Partner namely, **SRI JAY S. KAMDAR**, son of Late Sharad. H. Kamdar of 38A/26, Jyotish Roy Road, Post Office : New Alipore, Police Station : Behala, Kolkata : 700053 and its successors-in-office and assigns.



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3. **THE SAID PROPETY :-**

Shall mean **ALL THAT** piece and parcel of land measuring an area of 5 (Five) Cottahs 10 (Ten) Chittacks be the same a little more or less together with 2 (Two) storied Building having built up area of 5800 (Five Thousand Eight Hundred) Square Feet more or less standing thereon, being known and numbered as Municipal Premises No.8/1A, Townshend Road at present 8/1A, Sakharam Ganesh Dauskar Sarani, Police Station : Bhowanipore, Kolkata : 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72, morefully described in the **FIRST SCHEDULE** hereunder written.

4. **THE SAID PORTION :-**

Shall mean **ALL THAT** piece and parcel of undivided 1/4<sup>th</sup> share of the land measuring about 5 (Five) Cottahs 10 (Ten) Chittacks more or less together with 2 (Two) storied Building having built up area of 5800 (Five Thousand Eight Hundred) Square Feet more or less standing thereon, being known and numbered as Municipal Premises No.8/1A, Townshend Road at present 8/1A, Sakharam Ganesh Dauskar Sarani, Police Station :



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Bhowanipore, Kolkata : 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72, morefully described in the **SECOND SCHEDULE** hereunder written.

5. **BUILDING PLAN** :-

Shall mean and include all the drawings, specifications for construction, Maps or Plans as already sanctioned in the name of the Owners by the Kolkata Municipal Corporation and/or other relevant Authority for the purpose of development of the portion as well as the said property and construction of multistoried Building/s thereon consisting of several residential Flats and commercial space/s, Car Parking Space/s etc. on the said portion and/or modification thereof made or caused by the Developer in the name of the Owners herein along with the other Owners of the said property duly signed by the Owners or their duly authorized agents or Attorney and approved.

6. **ARCHITECT/L.B.S.** :-

Shall mean a qualified Architect/L.B.S. who will be appointed by the Developer for the purpose or preparation



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of Plan and for development of the said portion as well as the said property or any other Architects as may be appointed from time to time by the Developer and the Developer shall inform the Owners of such appointment.

7. **BUILDING** :-

Shall mean the proposed multistoried Building/s to be constructed on the said portion as well as the said property as per sanctioned Plan, drawings and specifications of constructions, morefully described in the **FIFTH SCHEDULE** hereunder written.

8. **OWNERS' ALLOCATION** :-

Shall mean that in this project the Owners shall be given at the first instance free of cost entitled to get a self contained Flat having built up area of 1360 (One Thousand Three Hundred Sixty) Square Feet more or less in the Third Floor at its Back side i.e. Eastern side of the Building in finished and complete in all respect and one covered Car Parking Space of 120 (One Hundred Twenty) Square Feet more or less at the Back side without having any demarcation from the proposed Building in finished



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and complete condition together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein provided, morefully described in the **SIXTH SCHEDULE** hereunder written. The Owners shall be given the aforesaid allocation in lieu of their said portion being allowed for development by the Developer.

9. **DEVELOPER'S ALLOCATION :-**

Shall mean the rests and remaining portions of the proposed Building/s in the said portion save and except the Owners' allocation. The said rests and remaining areas means several Flat/s, Shop/s and Car Parking Space/s and proportionate undivided share in the land and common areas, spaces, amenities and facilities provided therein staircases and the Developer shall have the right to sell, lease out and/or rent out the same in whole or in part together with proportionate undivided share in the of land of the said portion, morefully described in the **FIFTH SCHEDULE** hereunder written, with right to enter into Agreement for Sale of Flat/s, Shop/s and Car Parking Space/s with right on common



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areas and spaces to the intending Flat Buyers and to take advances and total consideration from him/her/them without any objection or interruption from the Owners.

10. **SALEABLE AREA :-**

Shall mean the Flat/s, Shop/s and Car Parking Space/s in the proposed Building/s, which are available for independent use and occupation of the Transferees and/or Purchaser/s together with the undivided proportionate share in the land areas of the Building/s and the common areas provisions utilities and facilities attached therein required for such independent user.

11. **COMMON AREAS AND FACILITIES :-**

Shall mean unless the context otherwise require, entrance, corridors all ways paths, stair ways, staircase and its landing, lift, driveways, common lavatories, pump rooms, overhead and underground water tank, septic tank, boundary wall, water pump motors and other facilities, which may be used and enjoyed in common by all the occupants or Flat/s, Shop/s and Car Parking Space/s of the Building/s as required for the



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maintenance and/or management of facilities of the Building/s and also the items specified in Section 3(d) of the West Bengal Apartment Ownership Act, 1972.

12. **COMMON EXPENSES** :-

Shall mean unless the context otherwise require all the expenses, ground rents, property maintenance charges dues and outgoings and all other common expenses within the meaning of the West Bengal Apartment Ownership Act, 1972 in respect of the Flats as may be determined jointly by the Owners and the Developer until an Association is formed by the Transferees and/or Purchasers of the said Flats in the Building/s to be constructed thereon.

13. **SUPER BUILT UP AREA** :-

Shall mean the built up area of a Flat together with its proportionate share in the staircase, lift, landing, passage and like share in all constructed areas and each such Flat shall be entitled to all advantages and right of user in common of all the Flats/spaces shall the common areas, common utilities as may be provided in the proposed Building/s.



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14. **TOGETHER** :-

With its grammatical variation shall mean the transfer by way of sale of the Flat/s and Car Parking Space/s excepting the Owners' allocation to be transferred by the Developer for consideration to the intending Transferees and/or Purchasers of Flat/s and Car Parking Space/s in the Building/s to be constructed thereon.

15. **TRANSFEEE(S)/PURCHASER(S)** :-

Shall mean the person, Firm, Limited Company, Association of persons or any other Legal Body to whom any Flat, commercial spaces and Car Parking Space in the proposed Building/s to be constructed thereon will be transferred.

16. A. Words imparting singular shall include plural and vice-versa.

B. Words imparting masculine gender shall include feminine and neuter gender and similarly words imparting neuter gender shall include masculine and feminine genders.



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**ARTICLE : "II"**

(TITLE AND DECLARATION)

1. The Owners hereby declare that they have good and absolute right, title and interest in the said portion as mentioned in the **SECOND SCHEDULE** hereunder written without any claim of any right, title or interest of any person/s adversely against him. The Developer is free and at liberty to make such investigations with regard to the title of the Owners and has satisfied itself with the right, title and interest of the Owners.
  
2. The Owners hereby undertake and assure that the Developer will be entitled to construct and complete the entire proposed Building/s after demolition of the whole existing Building after negotiation with the other Owners of the premises with all responsibilities and benefits as agreed by and between the parties and the Developer will be further entitled to transfer by way of sale, lease out and rent out without having any liability of the Owners of the Developer's allocation in one lot or in several lots with proportionate undivided share in the land of the said portion without any interference of or from the Owners or



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any other person/s claiming through under or in trust for the Owners. The sale proceeds of the salvage of the existing structure shall be credited to the Developer and the Owners shall have no claim to the said sale proceeds.

**ARTICLE : "III"**

(EXPLORATION AND DEVELOPMENT RIGHTS)

The Owners hereby grant exclusive right to the Developer to build up and accept the said portion for the construction of the proposed Building/s and the Developer shall be entitle to enter into Contract or Agreement with any person/s, Company/ies or Concern/s at its own risk and responsibility without encumbering the said portion of the Owners in any manner whatsoever.

**ARTICLE : "IV"**

(POWER OF ATTORNEY)

The Owners shall grant to the Developer such registered Development Power of Attorney in favour of the Developer as may be required for the purpose of obtaining sanctioned Building Plan and all necessary permissions and approvals from the relevant Authorities in connection with construction of the proposed Building/s and electricity and water supply



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connections and for the purpose of to execute 'Deed of Conveyance for sale, transfer of the Flats, commercial space/s, Car Parking Spaces and other spaces of the proposed Building/s including undivided proportionate share of land except the Owners' allocation of the proposed Building/s to any intending Purchaser/s on settled terms for sale at any price and be taking earnest money or full payment of consideration.

**ARTICLE : "V"**

**(PROCEDURE)**

1. The Owners have appointed the Developer as the Developer of the said portion including the Owners' portion and the Developer has accepted such appointment on the terms and conditions hereunder contained.
2. The development of the said portion shall be in the following manner :-
  - A. Simultaneously with the execution hereof, the Owners shall hand over to the Developer the Xerox copies of titled related papers and documents relating to the said portion. If any such document is not available to the Owners herein that suppose to



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be available to him, then the Developer shall make such arrangement to avail the same. It is clarified that the Developer shall from time to time allow inspection of the original documents kept with the Owners herein or any of their representative or to any person or persons and Authority or Authorities as may be requested by the Owners till the completion of the whole project. Upon completion of the whole project and the formation of any Association and/or Committee for the maintenance and management of the proposed Building/s, the Developer and/or any other holders or custodians of all or any of the original documents shall hand over the original documents to the Association and/or Committee for its custody.

- B. The Developer shall mutate the name of the Owners herein in respect of the said portion with the Office of the Kolkata Municipal Corporation at the cost of the Developer herein.
- C. The Developer as Attorney of the Owners at its own costs and expenses and for and on behalf of the



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Owners shall cause the Plans of the proposed Building/s to be prepared and deposit the same before sanctioning Authority/ies for the approval and/or sanction of the same and get the Plans approved and/or sanctioned along with other permissions, clearances or approvals for the said development.

- D. The Owners shall not be entitled to raise any kind of dispute regarding the construction of the project and/or other related matter of the project. It is further clarified that after the notice of completion of the project by the Developer, it would be deemed that the project has been duly constructed and completed by the Developer.
- E. That after due service of notice by the Developer to the Owners, the Owners fail, neglect, refuse and/or delay to take delivery of the possession of their allocation in the proposed Building/s in the said portion subject to the full satisfaction of the Owners towards their allocation then in that event it would



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be construed that the Owners have taken possession of their allocation.

- F. All applications, Plan/s, papers and documents required to be deposited or submitted by the Developer for the approval and/or sanction of the Plan/s and/or for the development of the project shall be prepared by the Developer at its own costs and expenses and submit or deposit the same in the name of the Owners and their other co-sharers. The Developer shall also bear all costs and expenses and make deposits for the sanction of the Plan/s for the construction in the proposed Building/s to be constructed at the said portion.
- G. At any time after the execution of this Agreement, the Developer shall have the right and shall be entitled to enter into the said portion and to do all preparatory works, as may be necessary for the project.
- H. Subject to Force Majeure and incidences beyond the control of the Developer, the Developer shall within



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a period of 30 (Thirty) months from the date of sanction of the Building/s Plan or from the date of obtainment peaceful and vacant possession of the said portion from the Owners, whichever will be the later, shall complete the construction of the proposed Building/s in the said project at its own costs and expenses of the Developer and deliver vacant and peaceful possession of the Flats/spaces comprised in the Owners' allocation to the Owners in habitable condition as per the particulars mentioned in the **THIRD SCHEDULE** hereunder written. The Owners may extend time for a further period as the same may be reasonably required.

- I. The Developer shall construct the proposed Building/s in the manner as may be permissible under the Building/s Regulations and Laws of the Kolkata Municipal Corporation and in conformity with the Plans.
  
- J. The Developer has already paid a sum of Rs.6,00,000/- (Rupees Six Lac) only to the mother



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of the Owners herein viz. Smt. Arati Chatterjee towards the non-refundable amount prior to execution of this Agreement, which the Owners herein admit and accepted.

**ARTICLE : "VI"**

**(POSSESSION AND CONSTRUCTION)**

1. It has been agreed by an between the Owners and the Developer to construct, erect and complete the proposed Building/s in the said portion and that the Developer shall have the entire responsibility for construction of the proposed Building/s and the Owners shall have no responsibility towards construction of the proposed Building/s.
2. The Developer agreed to commence work after obtaining full vacant possession of the said portion or from the date of obtaining of the Building/s sanction Plan by the Developer, whichever will be the latter.
3. The Developer shall upon completion of construction and making the portion habitable deliver the Owners' allocation prior to delivering possession to any of its Purchaser/s of any space/s out of its allocation.



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4. From the date of delivery of possession of the 'Owners' allocation and till separate assessment by the Kolkata Municipal Corporation, the Parties hereto shall contribute proportionately the taxes and other statutory outgoings of the said portion.
5. The Developer agrees to complete the construction of the proposed Building/s and properly finish the same within a period of 30 (Thirty) months from the date of sanction of the Building/s Plan or from the date of obtainment peaceful and vacant possession of the said portion from the Owners, whichever will be the later.

**ARTICLE : "VII"**

(COMMON FACILITIES)

1. As soon as the proposed Building/s in the said portion shall be completed and made fully habitable for residential, partly commercial purpose, upon obtaining necessary certificate for occupation from the Architect/ L.B.S. and also Completion Certificate from the Kolkata Municipal Corporation as provided under the Kolkata Municipal Act and the Rules and Regulations thereunder made, the Developer shall give written notice to the



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Owners requesting the Owners to take possession of the Owners' allocation in the Building/s and thereafter the Owners shall take possession of their allocation as herein provided for and if no actionable deviation made by the Developer in the construction the Owners shall give and grant unto the Developer a certificate in respect of its allocation in full satisfaction.

2. Till all the Flat/s and Car Parking Space/s within the Developer's allocation are sold away, the Developer in consultation with the Owners shall frame rules for occupation, user and enjoyment of the residential Flats and Car Parking Space/s in the proposed Building/s and till formation of a Body of the Co-Owner of the Building/s including the Owners herein and the Purchaser/s of the Developer's allocation.

**ARTICLE : "VIII"**

**(COMMON RESTRICTION)**

It has been agreed by and between the Parties hereto that the Owners' allocation in the Building/s shall be subject to the same restriction on transfer and use as would be applicable to the Developer's allocation in the proposed Building/s intended



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for the common benefits of all occupiers of the entire completed Building which shall include the following :-

1. The Owners and the Developer or the nominee/s of the Developer during the subsistence of this Agreement shall not use or permit to use their respective portions in the Building/s or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use the same for any purpose which may cause any nuisance, obstruction or hazard in the property or any part thereof.
2. No party shall demolish or permit to demolish any wall or other structure in their respective portions or any part thereof or make any structural alteration therein without the consent of all other Co-Owner and without obtaining necessary permission from the concerned statutory Authorities.
3. Both the Parties shall abide by all laws, bye-laws, rules and regulations of the Government and/or Local Bodies and shall be responsible for any violation and/or breach of any of the laws, bye-laws, rules and regulations in their respective allocations.



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4. The respective Allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures, floor and ceiling etc. in their respective allocation of the proposed Building/s in good and reparable condition and in particular so as not to cause any damage to the Building/s or any other space or accommodation therein and shall keep the other indemnified from and against the consequences of any breach thereof.
5. No Party or persons/s claiming through any of the Parties herein shall keep or store anything in any of the common areas nor shall otherwise cause any hindrance in any manner whatsoever to the use of the common areas and the common utilities by the Co-Owner for the purpose it is meant.
6. No Party shall throw or accumulate any filth, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the Building/s or in the compound, corridors or any other portion of the common areas of the Building/s and the said portion.
7. In the event of any transfer being made by the Parties of their respective allocations, the above conditions shall be made applicable to and binding upon the Transferee/s.



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**ARTICLE : "IX"**

(SETTLEMENT OF DISPUTES)

Any dispute between the Parties arising in the course or execution of the project herein shall be settled amicably, failure of which either of the Parties may prefer approaching the Court of Law for necessary redressal.

**ARTICLE : "X"**

(COMMON RIGHTS AND OBLIGATION OF OWNERS AND DEVELOPER)

The terms and conditions which have been agreed to by and between the Parties relating to such development verbally are reduced into writing hereunder.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY**

**AGRED BY AND BETWEEN THE PARTIES HERETO** as

follows :-

1. The Owners agree to appoint and do hereby appoint the parts of the other Flat Owners, as the Developer in respect of the said portion, morefully described in the **SECOND SCHEDULE** hereunder written and the Owners hereby grant/license to the Developer for development of the land



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for the purpose of construction and the construct the proposed Building/s thereon and the Developer doth hereby accepts such appointment to act as Developer. The said appointment is irrevocable save and except the Developer must not commit any fault in carrying out the development work in the said portion as per the Building/s Plan and the Developer shall not cause any breach of the terms stated herein.

2. Subject to the sanction of the Building/s Plan, the Developer shall develop and promote the said portion by way of construction of multistoried Building/s. The Developer shall at its own costs construct, erect and complete the Building/s with good and standard sound quality materials as may be specified by the Architects/ L.B.S. from time to time. The details of the Specification of construction and the materials to be used for such purpose are mentioned and described in the **FIFTH SCHEDULE** hereunder written.
3. The Developer shall provide in the proposed Building/s at its own cost pump, water storage tank with overhead



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reservoirs, electric connection, lift and other facilities as are required to be provided in residential and/or multistoried Building/s having self contained Apartments or Flat/s, Shop/s and Car Parking Space/s etc .

4. The Developer shall at its own cost arrange alternative accommodation of similar standard for the Owners herein paying monthly rents during the period of constructional work of the proposed Building till handing over possession of the Owners' allocation.
5. The Developer will arrange for packaging all loose and small items like books, utensils, toys, show pieces and other delicate items for shifting and safe transportation of furniture and other belongings of the Owners to and from one premises to other at their cost.
6. The Developer shall at its own cost demolish the present structure standing over the said property and shall enjoy the debris and salvages at its own whims and desire excepting those removable fixture/fittings of the Owners' choice for their reuse.



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7. All costs charges and expenses for construction including Architects/L.B.S. fees shall be discharged by the Developer and the Owners shall bear no responsibility in this context.
8. All costs and expenses pertaining to the sanction of the Building/s Plan including the payment of requisite fees and other incidental expenses payable to such sanctioning Authority shall borne by the Developer.
9. To enable the Developer to carry out its obligations, rights authorities and entitlements under this Agreement, the Owners shall simultaneously grant and execute in favour of the Developer Company by a registered Development Power of Attorney save and except on commission of a default by the Developer in complying with the terms and conditions of this Agreement.
10. All the legal heirs of the Owners above named shall also abide by and confirm such Power of Attorney in favour of the Developer.
11. The Developer shall construct the said portion strictly in accordance with the Building Plan and the rules



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regulation and bye-laws of the Kolkata Municipal Corporation Act, for the time being in force. If necessary, modification and deviation of Plan shall be approved by the Authority concerned with the consent of Owners.

12. The Developer is hereby empowered by the Owners to apply and obtain on its behalf and in its name the quotas for steel, cement bricks etc. as may be allocated by the respective Authorities for the purpose of development of the said portion at the cost of the Developer and further shall be entitled to obtain temporary or permanent connection of electric service line, water supply line and drainage and to obtain other essential services, utilities, required for the Development of the said portion and making the same habitable but all such costs and values of materials and expenses shall be paid and borne by the Developer and the Owners will not be liable for the same.
  
13. The Owners hereby agree and undertake to deliver the vacant possession of the said portion to the Developer for the purpose of development and construction of proposed Building/s within 7 (Seven) days from the date of getting



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notice from the end of the Developer subject to provide an alternative accommodation in the same area.

14. The Developer has agreed to deliver possession of the Owners' allocation in the proposed Building/s within the stipulated period of 30 (Thirty) months from the date of sanction of the Building/s Plan or from the date of obtainment peaceful and vacant possession of the said portion from the Owners, whichever will be the later.
  
15. Immediately on completion of the Owners' allocation in all respect along with completion of all common spaces providing all common facilities in the Building/s in the said portion, the Developer shall give notice in writing to the Owners requiring the Owners to take possession of the Owners' allocation in the Building/s and there being no dispute regarding the completion of the Building/s in terms of this Agreement and according to the Specification and. the Building/s Plan thereof and certificate of the Architect/ L.B.S. being produced to that effect and then after 30 (Thirty) days from the date of service of such notice and at all times thereafter the



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Owners shall exclusively be liable for payment of all property taxes, rates, dues and other public outgoings and impositions whatsoever payable in respect of the said Owners' allocation and the said rates and taxes are to be calculated on pro-rata basis with reference to the saleable area in the Building/s, if is levied on the Building/s as a whole.

16. On completion of the construction of the entire Building/s, the Owners and the Developer shall punctually and regularly pay for their respective allocation, the said rate and taxes to the concerned Authorities or otherwise as may be mutually agreed upon between the Owners and the Developer and both the Parties shall keep each other indemnified against all claims, actions, demands, costs and charges and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of the Parties as the case may be, consequent upon a default by the Owners or the Developer in this behalf.
17. As and from the date of satisfactory handing over the Owners' allocation as mentioned above in all respects and



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duly acknowledged by the Owners in writing and/or after 30 (Thirty) days from the date of service of notice by the Developer to the Owners for accepting the possession of their allocation, the Owners shall be responsible to pay and bear and shall forthwith pay on demand to the Developer the service charges for the common facilities in the Building/s with respect of the Owners' allocation and said charges may include proportionate share on premium for the insurance of the Building/s viz. fire and equipments etc. including replacement repair and maintenance charges and expenses of all common wiring, pipes, electrical and mechanical equipments, transformers, pumps, motors whatsoever as may be mutually agreed upon from time to time.

18. Any transfer of any part of the Owners' allocation in the Building/s shall be subject to the other provisions hereof and the Transferee/s shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges proportionately for the said common facilities.



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19. The Owners' allocation in the Building/s shall be subject to the same restrictions on transfer and use as are applicable to the Developer's allocation in the Building/s intended for the common benefits of all occupiers of the proposed Building/s which shall include the following.
20. No formal Deed of Transfer in respect of the Owners' allocation shall be required. But the Owners shall at the request of the Developer sign and execute all such further necessary Deeds, papers, documents and writings for completion of construction and/or sale of the said Developer's allocation or any portion thereof provided that the Developer as the constituted Attorney of the Owners shall also be entitled to sign and execute such deeds, papers writings and documents as may be required from time to time therefore.
21. If the said development work and/or the construction work is suspended due to Force Majeure like natural calamity, earth quake, strike, riot or civil commotion or promulgation of any law etc. which be beyond the control of the Developer, then in such event the stipulated time as



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aforesaid shall be extended for such period as may be mutually agreed between the Parties. But the market condition and Developer's paucity of fund or financial difficulty shall not be considered to be the reasons beyond control of the Developer.

22. The Developer will also keep the Owners saved, harmless and indemnified against all claims losses expenses and proceedings as may be occasioned by the reasons mentioned hereunder.
  - A. The Developer shall not be entitled to erect or construct the proposed Building beyond the sanctioned Plan. The proposed Building will be constructed strictly in accordance with the sanctioned Plan.
  - B. All claims and demands of the suppliers of Building materials etc. of the said portion or all claims arising due to any accident suffered by employees/workmen engaged by the Developer to carry out development work in the said portion shall be borne



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by the Developer. The Developer shall solely be liable for compensation for such accident/s, if any, in terms of the Workmen's Compensation Act.

- C. All claims and demands of the Owners and Occupiers of the adjoining properties due to damage or loss suffered by the Owners in course of hazards in construction work of the said portion shall be borne by the Developer.
23. Both Owners and the Developer shall not use or permit to use their respective allocations in the Building/s or any portion thereof for carrying on any unlawful or illegal and immoral trade or activity nor use thereof for any purpose which may cause nuisance hazard to the other occupiers of the proposed Building/s.
24. Neither Party shall demolish or permit to demolish any wall or other structure in their respective allocations or any portion thereof or make structural alteration thereon without the previous consent of the Owners/Developer or the Association when formed, but such consent shall not be withheld unreasonably.



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25. The respective Allottees shall keep the interiors and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the proposed Building/s in good working condition and repair and in particular so as not to cause any damage to the Building/s or any other of its space or accommodation therein.
26. No goods or other items shall be kept by the Owners or the Developer or the Transferees for display or use or otherwise in the corridor or other places of common use in the proposed Building/s and in case any obstacle is caused in a manner thereto the person doing so shall be responsible to remove the same at the risk and cost of the other. Neither of the Parties shall be entitled to put up any advertisement and/or display hoarding on the exterior walls of the proposed Building/s.
27. The Owners shall permit the Developer and its servants and agents without workmen and others at the reasonable time and by prior notice to enter into and upon the Owners' allocation and every part thereof for the



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purpose of maintenance or repairing any part of the proposed Building/s and/or for the purpose of repairing maintaining, rebuilding, cleaning, lighting and of common facilities and/or for the purpose of maintaining, repairing and testing drains, water pipes and electric wires and for other similar purposes.

28. The Developer's allocation in the proposed Building/s in the said portion is meant for sale as Ownership Flats. As such the Owners and the necessary Parties shall sign and execute all Deeds of Conveyances, documents and writings relating to such sale and transfer to the intending Purchaser/s of the said Flats at a price determined by the Developer and the Owners shall have not nor can have without any demand or claim thereon of any nature whatsoever.
29. The Developer is at liberty to advertise for sale of the said ownership Flats during the Development/construction of the Building/s on the said portion and receive advance or consideration from the intending Purchaser/s on Agreement against sale of such Flats and proportionate



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land value and shall be entitled to take appropriate the entire amount of sale proceeds from such Purchaser/s in respect of Developer allocated share the proposed Building/s.

30. The Owners hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing, if any, of the Developer's allocation in the Building/s in the said portion.
31. The Owners hereby agree and covenant with the Developer to transfer the undivided proportionate share allocable and attributable to the Developer's allocation in favour of the Developer or its nominee/s in such part/s as the Developer shall require and for the aforesaid purpose shall obtain all necessary approvals, consents and permission.
32. The Parties hereto shall do all acts, deeds and things and sign execute register and deliver all documents and deeds as may be required by the other to enable the Parties to



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own use, occupy and enjoy the respective areas and the Parties hereto shall full and absolute right to deal with or transfer their areas in the manner as it thinks fit and proper.

33. The Developer shall have no right title and interest whatsoever in the Owners' allocation and undivided proportionate share pertaining thereof in common facilities and amenities which shall solely and exclusively belong and continue to belong to the Owners and similarly the Owners shall have no claim in respect of the Developer's Allocation as herein provided.
34. The Developer shall have no right to claim for payment reimbursement of any cost, expenses or charges incurred towards construction of the Owners' allocation and of the undivided proportionate share in the common areas/spaces, common facilities and amenities of the proposed Building/s. Hence the Owners shall never be liable to pay and/or refund such cost or expenses to the Developer.
35. The Developer shall in completion of the proposed Building/s, put the Owners in undisputed possession of



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the Owners' allocation together with all rights in common areas/spaces common utility portion of the proposed Building/s and the open space thereof.

36. The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners would be prevented from enjoying, selling, assigning, and/or disposing of any portion of the Owners' allocation in the said proposed Building/s in the said portion.
  
37. The Developer shall be entitled to negotiate with prospective Buyers and/or Purchaser/s for sale of Flats and Car Parking Spaces of the Building/s belonging to the Developer's allocation and also enter into Agreement for Sale with the intending Purchaser/s and to receive earnest money thereof receive the full consideration amount towards sale of Developer's allocation and appropriate the same and the Owners hereby confirm that the Owners shall have no claim or demand over the said consideration or amounts in future under any circumstances whatsoever and howsoever.



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38. The Owners confirm and undertake that if so required by the Developer, the Owners shall join as Confirming Parties to all Agreements and other documents of transfer that may be entered into by the Developer for sale and/or otherwise transfer of the Flats, Car Parking Space/s, etc. in the proposed Building/s of the Developer's allocation without raising any objection and claiming any additional consideration money.
  
39. It is understood that from time to time to facilitate, the construction of the proposed Building/s by the Developer various Deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the Authority of the Owners and various application and other documents may be required to be signed or made by the Owners relating to the specific provisions may be reasonably required to be done in the manner and the Owners shall execute any such authorization as may be required by the Developer for the said purpose and the Owners also undertakes to sign and execute all such additional applications and other documents as the case may be



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provided that all such acts deeds matters and things do not in any way infringe the rights of the Owners and/or go against the spirit of this Agreement.

40. In case, any Party fails or defaults in carrying out obligations or contravene any of the terms and conditions of this Agreement, then and in such event the other Party shall without prejudice to its rights stated herein be entitled to and/or start legal proceeding both criminal and civil against the defaulting Party and for Specific Performance of Contract together with right to claim damages and for other relief.
41. The proposed Building/s in the said portion shall be christened as "**SUN ROSE**" which shall be inscribed and marked on a marble piece and be fixed on the front wall of the Building/s. It will be displayed prominently to the visitor and open to public eye. The Developer is also permitted to inscribe its name in a visible place of the Building/s as Developer.
42. If the Owners fail and neglect to refund the refundable amount as mentioned earlier in that event the Developer



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has got no obligation to hand over possession of the Owners' allocation.

43. The Developer shall pay alternative accommodation charges per month to the Owners till the date of deliver of possession of the Owners' allocation, if it shall not complete the proposed Building within time save and except force majeure.
44. The 30 (Thirty) months time to be calculated from the date of date of sanction Building Plan and/or from the date of handing over peaceful vacant khas possession of the said property, whichever will be later.
45. The Owners shall interest with the works of the Developer at any stage during construction in any way subject to the Developer shall perform each and every obligations as depicted in this Agreement and shall not construct anything beyond the sanction Building Plan.
46. The land Owners shall execute and confirm Agreement/s for Sale and Deed/s of Conveyance in favour of the



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intending Purchaser/s if necessary when required by intending Purchaser/s in respect of Flat/s, Shop/s and Car Parking Space/s, Space/s including proportionate undivided share in land of Developer's allocation in the proposed Building/s in the said portion before the Registration Office/s.

47. Alipore Judges' Court as the case may be shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents between the Parties hereto.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(DESCRIPTION OF THE SAID PREMISES/PROPERTY)

**ALL THAT** piece and parcel of land measuring an area of 5 (Five) Cottahs 10 (Ten) Chittacks be the same a little more or less together with 2 (Two) storied Building having built up area of 5800 (Five Thousand Eight Hundred) Square Feet more or less with cemented flooring standing thereon, being known and numbered as Municipal Premises No.8/1A, Townshend Road at present 8/1A, Sakharam Ganesh Dauskar Sarani, Police Station : Bhowanipore, Kolkata : 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72, bearing



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Assessee No.11-072-33-0964-2, together with all right, title, interest and right of easement attached thereto and the same is butted and bounded by :-

- ON THE NORTH** : Common passage and Premises No.8, Townshend Road ;
- ON THE SOUTH** : Premises Nos.10A & 10B, Townshend Road ;
- ON THE EAST** : Townshend Road and Premises No.29C, Townshend Road ;
- ON THE WEST** : Premises No.17, Rakhal Mukherji Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

(DESCRIPTION OF THE SAID PORTION)

**ALL THAT** piece and parcel of undivided 1/4<sup>th</sup> share of the land measuring about 5 (Five) Cottahs 10 (Ten) Chittacks more or less i.e. land measuring comes to undivided **1** (One) Cottah **6** (Six) Chittacks **22.5** Square Feet more or less together with undivided 1/4<sup>th</sup> share of the 2 (Two) storied Building having built up area of 5800 (Five Thousand Eight Hundred) Square Feet more or less i.e. structure area comes to undivided **1450** (One Thousand Four Hundred Fifty) Square Feet more or less [725 Square Feet more or less in each floor] standing thereon, being known and numbered as Municipal Premises No.8/1A, Townshend Road at present 8/1A, Sakharam Ganesh Dauskar



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Sarani, Police Station : Bhowanipore, Kolkata : 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72, morefully described in the **FIRST SCHEDULE** hereinabove written, morefully described in the **FIRST SCHEDULE** hereinabove written.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

(DESCRIPTION OF THE OWNERS' ALLOCATION)

**ALL THAT** in the instant development project the Owners shall be at the first instance free of cost entitle to get a self contained Flat having built up area of 1360 (One Thousand Three Hundred Sixty) Square Feet more or less in the Third Floor at its Back side i.e. Eastern side of the Building in finished and complete in all respect and one covered Car Parking Space of 120 (One Hundred Twenty) Square Feet more or less at the Back side without having any demarcation from the proposed Building in finished and complete condition together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein provided, morefully described in the **SIXTH SCHEDULE** hereunder written. The Owners shall be given the aforesaid allocation in lieu of their said portion being allowed for development by the Developer.



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**THE FOURTH SCHEDULE ABOVE REFERRED TO**

(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)

**ALL THAT** rests and remaining share of the said portion of the proposed Building/s in the said property save and except the Owners' allocation according to the sanctioned Building Plan together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein and the Developer shall have the right to sell, mortgage lease out and/or rent out the same in whole or in part, with right to enter into Agreement for Sale of Flat/s, Shop/s and Car Parking Space/s with right on common areas and places to the intending Buyer/s etc. and to take advances and entire consideration from him/her/them without any objection or interruption from the Owners.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

(DESCRIPTION OF THE SPECIFICATION OF WORK)

❖ **ARCHITECTURAL STYLE :-**

The Building shall have modern architectural elevation and the facade is embellished with glass, allied metals, etc. all finished, complete.



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❖ **FOUNDATION AND SUPER STRUCTURE :-**

As per structural design with RCC work.

❖ **BRICK WORK AND PLASTERING :-**

➤ **EXTERNAL WALL :-**

- ✓ 200 mm thick brickwork.
- ✓ RCC wall panel.
- ✓ 20 mm thick cement-sand plaster.

➤ **INTERNAL WALL & CEILING :-**

- ✓ 125 mm thick partition wall.
- ✓ 75/125mm internal wall.
- ✓ 15mm thick cement-sand plaster.

❖ **FLOORING :-**

Flooring will be of good quality (as per relevant I.S. code specification) Vitrified Tiles, kitchen will have anti-skid ceramic tiles flooring. Bathrooms will have good quality (as per relevant I.S. code specification) Ceramic tiles/ marble to the floor and on the walls up to a height of 7'. Garage & external passage will be finished with good quality (as per relevant I.S. code specification) external tiles.



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❖ **WINDOWS** :-

- Sliding anodized/powdered coated Aluminum windows with clear glazed glass will be provided.
- Window grills made of MS square bars shall be provided.

❖ **WOODEN WORK** :-

Main Entrance door and all internal doors will be made of good quality (as per relevant I.S. code specification) Flush doors and toilets will have good quality (as per relevant I.S. code specification) PVC doors.

❖ **KITCHEN** :-

Kitchen working platform of black stone top with granite. Wall above platform will have 2' high dado of good quality (as per relevant I.S. code specification) ceramic tiles.

❖ **WATER SUPPLY** :-

Water supply shall be from direct supply from K.M.C. R.C.C. underground reservoir will be made. All pipes for lifting and distributing water will be good quality (as per relevant I.S. code specification) C.P.V.C. pipes. Overhead



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tank of adequate capacity will be given. Adequate capacity submersible pump to be provided in the underground water reservoir.

❖ **ELECTRICAL POINTS FITTINGS :-**

- Electrical points for light, fan, refrigerator, television, geyser and one number of A.C. point at bedroom will be provided with concealed P.V.C. wiring and complete with distribution boards, sub-distribution board, switchboard with modular type switches and 5 & 15 amp plug points, electrical points will be provided as required.
- Calling Bell switch- for each unit at main door will be provided.
- All common areas and garage area will have adequate lighting provisions.

❖ **LIFT :-**

7 passengers' capacity lift to be provided.

❖ **PAINTING AND FINISHING :-**

- Outside face of external walls will be finished with weather proof Paint. Inside walls of common area



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will be finished with very good quality (as per relevant I.S. code specification) wall putty and painted with enamel paint. Gates and Grills will be with Enamel Paint.

- Inside walls and ceilings of flat areas will be finished with good quality (as per relevant I.S. code specification) wall putty.

❖ **BATHROOM DETAILS** :-

Toilet attached to the Bedroom will have one Western commode (white) and cistern, taps, shower. Common Toilet will have Western pan (white) with cistern, one Washbasin (white), taps, towel rod, soap tray and shower. Geyser point will be provided in this Toilet. Both the toilets will have good quality (as per relevant I.S. code specification) concealed/astral pipelines. The sanitary ware and shall be of good quality (as per relevant I.S. code specification). All CP fittings will be of good quality (as per relevant I.S. code specification).

❖ **OTHER FACILITIES** :-

Generator line will be provided. One common toilet for servants will be provided in the Ground floor. Telephone



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and intercom line in drawing room and T.V. point will be provided in the Drawing room and all Bedrooms. Closed Circuit Camera network to be done to monitor the common areas.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

(DESCRIPTION OF THE EXEMPTION AREAS AND/OR COMMON FACILITIES)

1. The foundation column, beams, supports, corridors, lobbies, stairway, entrance and exits pathway.
2. External drains, sewerage from the premises to the main road.
3. Drainage pipes from the units to the drains and sewers connection to the premises.
4. Toilets in the Ground Floor of the premises for the use of durwans, caretaker of the premises and/or servants.
5. Meter room.
6. Roof (lay with Asian paints water proof chemicals).



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7. Driveways and pathways.
8. Boundary walls of the premises including outside wall of the Building and main gate.
9. **COMMON PARTS** :-
  1. Pump and meter with installation and room thereof.
  2. Water pump, underground water reservoir, water pipes and other common plumbing installation and space required thereto.
  3. External rain water pipes and distribution pipes.
  4. Transformer (if any), electric wiring meter for lighting staircase, lobby and other common areas (excluding those as are installed for any particular floor) and space required therefor.
  5. Windows, doors and other fittings of the common areas of the premises.
  6. Lift, shaft, lift machine room and its accessories, installations and space required thereof.



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7. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said premises of the Building as are necessary for use and occupancy of the Units as are required.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

(DESCRIPTION OF THE COMMON AREAS & INSTALLATIONS)

1. Entrance and exit of the Building.
2. Boundary walls and main gate.
3. Drainage and sewerage lines and other installations for the same (except only those installed in the exclusive area of any Unit/Flat).
4. Staircase and corridors on all floors and the ultimate roof, deducting the area of staircase room lift well and lobby, lying on the front side of the proposed Building.
5. Lifts, its equipments and installations, lift well, machine room, security room, common toilet, generator room etc., if any.



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6. Electric sub-station and electrical wiring and other fittings (excluding only those installed in the exclusive area of any Flat/Unit exclusively for its use).
7. Meter space/water pump, water reservoir together with all common plumbing installations for carriage of water (save only those exclusively within and for the exclusive use of any Flat/Unit) together with the ultimate roof of the Building and separated area for common installations.
8. Such other common parts, area, equipments, installations, fittings, fixtures and space in or about the land and the Building as may be necessary for passage and/or user in common by the Co-Owners.
9. Fire fighting arrangement to be done by the Developer, if required for commercial area.
10. Lighting, fixtures, fittings in staircase, corridors, yard, driveway and pathway.
11. Electrical wiring and other wiring from the Ground Floor to the respective Flats.



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**THE EIGHT SCHEDULE ABOVE REFERRED TO**  
(DESCRIPTION OF THE EXTRA DEVELOPMENT CHARGES)

Both the Owners and the Developer shall have to pay the cost of additional features and/or facilities to be provided in the Building, if required.

1. Proportionate costs and charges of C.E.S.C. transformer/ service/meter/security deposit for the meter.
2. Deposit and charges of electric meter and transfer and service line.
3. Costs of formation of the Association for management and maintenance of the new Building at the said property.
4. Proportionate cost of generator line to be installed for providing electricity to the respective Units in the proposed Building.



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**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.

**SIGNED, SEALED AND DELIVERED**

by the Parties at Kolkata  
in the presence of :-

**WITNESSES :-**

1. Pather Saa  
Appearance of  
K/2-27

2. Joydevdhasa  
Alipore police const  
K/1-27.

Rana Chatterjee



Signature of the **OWNERS**

**SUN CONSTRUCTION**



Partner

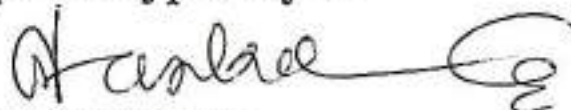
Signature of the **DEVELOPER**

Drafted by us :-

Arijit Kumar Bose  
F/1168/2014  
Advocate

Alipore Judges' Court, Kol : 27.

Computer Typed by :-



**DEBASISH NASKAR**

Alipore Judges' Court, Kol : 27.

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DISTRICT SUB REGISTRAR-III  
SOUTH 24 P. IS, ALIPORE  
02 NOV 2022



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Left Hand					
Right Hand					

NAME JAY S. KAMDAR

SIGNATURE



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Left Hand					
Right Hand					

NAME RANA CHATTERJEE

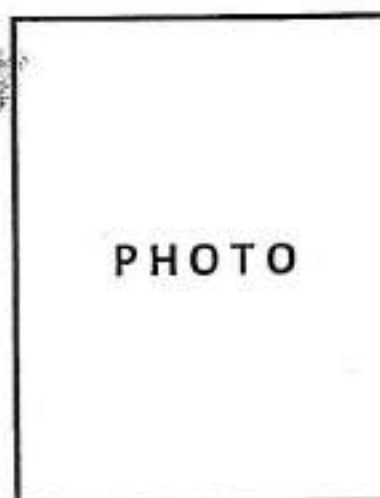
SIGNATURE



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Left Hand					
Right Hand					

NAME SHIBAJI CHATTERJEE

SIGNATURE



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Left Hand					
Right Hand					

NAME .....

SIGNATURE .....



DISTRICT SUB REGISTRAR-III  
SOUTH 24 PGS., ALIPORE  
02 NOV 2022



Government of West Bengal  
GRIPS 2.0 Acknowledgement Receipt  
Payment Summary



011120222015539472

**GRIPS Payment Detail**

<b>GRIPS Payment ID:</b>	011120222015539472	<b>Payment Init. Date:</b>	01/11/2022 19:26:06
<b>Total Amount:</b>	10041	<b>No of GRN:</b>	1
<b>Bank/Gateway:</b>	SBI EPay	<b>Payment Mode:</b>	SBI Epay
<b>BRN:</b>	7495842410719	<b>BRN Date:</b>	01/11/2022 19:27:31
<b>Payment Status:</b>	Successful	<b>Payment Init. From:</b>	Department Portal

**Depositor Details**

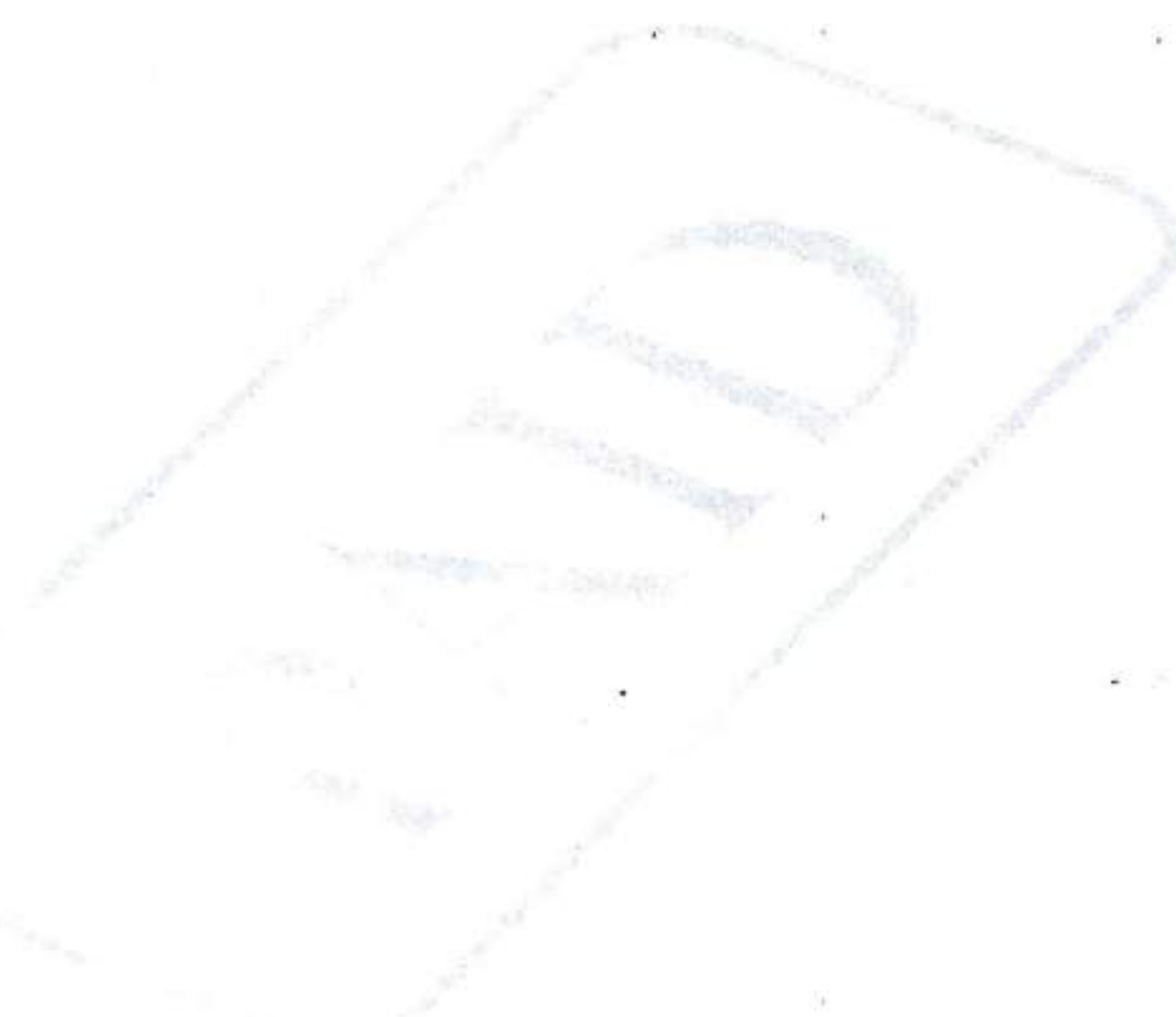
**Depositor's Name:** Mr SUN CONSTRUCTION  
**Mobile:** 9830718888

**Payment(GRN) Details**

Sl. No.	GRN	Department	Amount (₹)
1	192022230155394738	Directorate of Registration & Stamp Revenue	10041
<b>Total</b>			<b>10041</b>

**IN WORDS:** TEN THOUSAND FORTY ONE ONLY.

**DISCLAIMER:** This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.



## Major Information of the Deed

Deed No :	I-1603-16727/2022	Date of Registration	02/11/2022
Query No / Year	1603-2003105879/2022	Office where deed is registered	
Query Date	01/11/2022 1:02:35 PM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	PARTHA SANA ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830737513, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 78,13,125/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,120/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Bhawanipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sakharam Ganesh Deuskar Sarani, , Premises No: 8/1A, , Ward No: 072 Pin Code : 700025



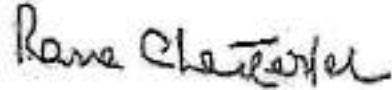



Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	1 Katha 6 Chatak 22.5 Sq Ft	1/-	68,34,375/-	Property is on Road
<b>Grand Total :</b>				<b>2.3203Dec</b>	<b>1 /-</b>	<b>68,34,375 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1450 Sq Ft.	1/-	9,78,750/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 725 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 725 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
<b>Total :</b>		<b>1450 sq ft</b>	<b>1 /-</b>	<b>9,78,750 /-</b>	






**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p><b>Name</b></p> <p><b>Mr RANA CHATTERJEE</b>                      Son of Late DEBABRATA CHATTERJEE                      Executed by: Self, Date of Execution: 02/11/2022                      , Admitted by: Self, Date of Admission: 02/11/2022 ,Place : Office</p>	<p><b>Photo</b></p>  <p>02/11/2022</p>	<p><b>Finger Print</b></p>  <p>LTI 02/11/2022</p>	<p><b>Signature</b></p>  <p>02/11/2022</p>
<p>8/1A SAKHARAM GANESH DAUSKAR SARANI, City:- , P.O:- BHAWANIPORE, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: APxxxxxx2R, Aadhaar No: 63xxxxxxxx3821, Status :Individual, Executed by: Self, Date of Execution: 02/11/2022 , Admitted by: Self, Date of Admission: 02/11/2022 ,Place : Office</p>				
2	<p><b>Name</b></p> <p><b>Mr SHIBAJI CHATTERJEE</b>                      Son of Late DEBABRATA CHATTERJEE                      Executed by: Self, Date of Execution: 02/11/2022                      , Admitted by: Self, Date of Admission: 02/11/2022 ,Place : Office</p>	<p><b>Photo</b></p>  <p>02/11/2022</p>	<p><b>Finger Print</b></p>  <p>LTI 02/11/2022</p>	<p><b>Signature</b></p>  <p>02/11/2022</p>
<p>8/1A SAKHARAM GANESH DAUSKAR SARANI, City:- , P.O:- BHAWANIPORE, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: APxxxxxx1M, Aadhaar No: 98xxxxxxxx4937, Status :Individual, Executed by: Self, Date of Execution: 02/11/2022 , Admitted by: Self, Date of Admission: 02/11/2022 ,Place : Office</p>				



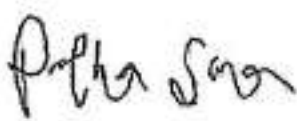
**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p><b>SUN CONSTRUCTION</b>                      21/4 ASWINI DUTTA ROAD, City:- , P.O:- DESHPRIYO PARK, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 , PAN No.:: ABxxxxxx0A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>			

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mr JAY S KAMDAR</b> <b>(Presentant )</b> Son of Late SHARAD S KAMDAR Date of Execution - 02/11/2022, , Admitted by: Self, Date of Admission: 02/11/2022, Place of Admission of Execution: Office	 <small>Nov 2 2022 2:46PM</small>	 <small>LTI 02/11/2022</small>	 <small>02/11/2022</small>
38A/26 JYOTISH ROY ROAD, City:- , P.O:- NEW ALIPORE, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AKxxxxxx0L, Aadhaar No: 70xxxxxxxx7318 Status : Representative, Representative of : SUN CONSTRUCTION (as AS PARTNER)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr PARTHA SANA</b> Son of Late R N SANA ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027	 <small>02/11/2022</small>	 <small>02/11/2022</small>	 <small>02/11/2022</small>
Identifier Of Mr RANA CHATTERJEE, Mr JAY S KAMDAR, Mr SHIBAJI CHATTERJEE			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr RANA CHATTERJEE	SUN CONSTRUCTION-1.16016 Dec
2	Mr SHIBAJI CHATTERJEE	SUN CONSTRUCTION-1.16016 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mr RANA CHATTERJEE	SUN CONSTRUCTION-725.00000000 Sq Ft
2	Mr SHIBAJI CHATTERJEE	SUN CONSTRUCTION-725.00000000 Sq Ft

Endorsement For Deed Number : I - 160316727 / 2022

On 02-11-2022

**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 14:14 hrs on 02-11-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr JAY S KAMDAR ,.

**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 78,13,125/-

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

Execution is admitted on 02/11/2022 by 1. Mr RANA CHATTERJEE, Son of Late DEBABRATA CHATTERJEE, 8/1A SAKHARAM GANESH DAUSKAR SARANI, P.O: BHAWANIPORE, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by Profession Business, 2. Mr SHIBAJI CHATTERJEE, Son of Late DEBABRATA CHATTERJEE, 8/1A SAKHARAM GANESH DAUSKAR SARANI, P.O: BHAWANIPORE, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by Profession Business Indetified by Mr PARTHA SANA, , , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

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

Execution is admitted on 02-11-2022 by Mr JAY S KAMDAR, AS PARTNER, SUN CONSTRUCTION (Partnership Firm), 21/4 ASWINI DUTTA ROAD, City:- , P.O:- DESHPRIYO PARK, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029

Indetified by Mr PARTHA SANA, , , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 53.00/- ( 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 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/11/2022 7:27PM with Govt. Ref. No: 192022230155394738 on 01-11-2022, Amount Rs: 21/-, Bank: SBI EPay ( SBlePay), Ref. No. 7495842410719 on 01-11-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 10,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 552, Amount: Rs.100.00/-, Date of Purchase: 01/11/2022, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/11/2022 7:27PM with Govt. Ref. No: 192022230155394738 on 01-11-2022, Amount Rs: 10,020/-, Bank: SBI EPay ( SBlePay), Ref. No. 7495842410719 on 01-11-2022, Head of Account 0030-02-103-003-02

**Debasish Dhar**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - III SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 539492 to 539564  
being No 160316727 for the year 2022.



*Dhar*

Digitally signed by Debasish Dhar  
Date: 2022.11.02 19:37:49 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/11/02 07:37:49 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)