

6-120/2023

P 6725/2023



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

W 516471

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

Addl. District Sub-Registrar
Bahala, South 24 Parganas

2 JUN 2023

AGREEMENT FOR DEVELOPMENT

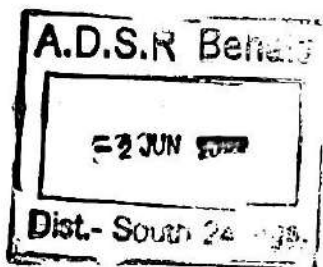
THIS AGREEMENT FOR DEVELOPMENT is made on this the 2nd day of June Thousand Twenty Three A.D (2023)

BETWEEN

SL NO. 256 RS. 1000 Date 22/5/23
Name Sumita Das Choudhury
Address Alipore Judges Court Room 29
A.D.S.R. Office (Behala)
Licence Stamp Vendor
PK Laskar G.P. Choudhury



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Major Information of the Deed

Deed No :	I-1607-06725/2023	Date of Registration	02/06/2023
Query No / Year	1607-2001419223/2023	Office where deed is registered	
Query Date	02/06/2023 12:20:20 AM	A.D.S.R. BEHALA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Soumen Ghosh 192/5 M G Road,Thana : Thakurpukur, District : South 24-Parganas, WEST BENGAL, PIN - 700104, Mobile No. : 8013399669, Status :Advocate		
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. 61,00,000/-	Rs. 61,64,930/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article:48(g))	Rs. 21/- (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:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bhuvan Mohan Roy Road(Word 123), , Premises No: 142, , Ward No: 123 Pin Code : 700008

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	5 Katha 8 Chatak 20 Sq Ft	58,00,000/-	58,64,930/-	Width of Approach Road: 17 Ft.,
Grand Total :				9.1208Dec	58,00,000 /-	58,64,930 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	400 Sq Ft.	3,00,000/-	3,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		400 sq ft	3,00,000 /-	3,00,000 /-	



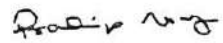


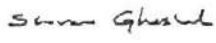
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs Chandana Moitra Daughter of Bhaba Ranjan Mukherjee Executed by: Self, Date of Execution: 02/06/2023 , Admitted by: Self, Date of Admission: 02/06/2023 ,Place : Office	 02/06/2023	 LTI 02/06/2023	 02/06/2023
,252/A/1, Bhuban Mohan Roy Road,, City:- Not Specified, P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AJxxxxxx3J, Aadhaar No: 66xxxxxxxx6541, Status :Individual, Executed by: Self, Date of Execution: 02/06/2023 , Admitted by: Self, Date of Admission: 02/06/2023 ,Place : Office				

Developer Details :




SI No	Name,Address,Photo,Finger print and Signature			
1	BAJRANGBALI DEVELOPER ,115 Diamond Harbour Road, City:- Not Specified, P.O:- R C Thakurani, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 , PAN No.:: ABxxxxxx3H,Aadhaar No Not Provided by UIDAI, Status Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Pradip Roy (Presentant) Son of Mr Niranjan Roy Date of Execution - 02/06/2023, , Admitted by: Self, Date of Admission: 02/06/2023, Place of Admission of Execution: Office	 Jun 2 2023 2:26PM	 LTI 02/06/2023	 02/06/2023
,4/4, Bose Para By Lane,, City:- Not Specified, P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:-,700008, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: Axxxxxx5H, Aadhaar No: 48xxxxxxxx6987 Status : Representative, Representative of : BAJRANGBALI DEVELOPER (as partner)				
2	Name	Photo	Finger Print	Signature
	Mr Shovan Ghoshal Son of Mr Rajen Ghoshal Date of Execution - 02/06/2023, , Admitted by: Self, Date of Admission: 02/06/2023, Place of Admission of Execution: Office	 Jun 2 2023 2:27PM	 LTI 02/06/2023	 02/06/2023

14A,diamond Harbour Road, Rahul Palza,, Flat No: F5, City:- Not Specified, P.O:- Barisha, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AFxxxxxx7Q, Aadhaar No: 98xxxxxxxx5391 Status : Representative, Representative of : BAJRANGBALI DEVELOPER (as partner)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SOUMEN GHOSH Son of Mr AMAL GHOSH 192/5 M G ROAD,, City:- Not Specified, P O:- R C THAKURANI, P.S:-Thakurpukur District:-South 24-Parganas, West Bengal, India, PIN:- 700104			
	02/06/2023	02/06/2023	02/06/2023
Identifier Of Mrs Chandana Moitra, Mr Pradip Roy, Mr Shovan Ghoshal			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs Chandana Moitra	BAJRANGBALI DEVELOPER-9.12083 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs Chandana Moitra	BAJRANGBALI DEVELOPER-400.00000000 Sq Ft

Endorsement For Deed Number : I - 160706725 / 2023

On 02-06-2023

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 14:00 hrs on 02-06-2023, at the Office of the A.D.S.R. BEHALA by Mr Pradip Roy ,.

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 61,64,930/-

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

Execution is admitted on 02/06/2023 by Mrs Chandana Moitra, Daughter of Bhaba Ranjan Mukherjee, ,252/A/1, Bhuban Mohan Roy Road,, P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession Service

Indetified by Mr SOUMEN GHOSH, , Son of Mr AMAL GHOSH, 192/5 M G ROAD,, P.O: R C THAKURANI, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700104, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 02-06-2023 by Mr Pradip Roy, partner, BAJRANGBALI DEVELOPER (Partnership Firm), ,115 Diamond Harbour Road, City:- Not Specified, P.O:- R C Thakurani, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008

Indetified by Mr SOUMEN GHOSH, , Son of Mr AMAL GHOSH, 192/5 M G ROAD,, P.O: R C THAKURANI, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700104, by caste Hindu, by profession Law Clerk

Execution is admitted on 02-06-2023 by Mr Shovan Ghoshal, partner, BAJRANGBALI DEVELOPER (Partnership Firm), ,115 Diamond Harbour Road, City:- Not Specified, P.O:- R C Thakurani, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008

Indetified by Mr SOUMEN GHOSH, , Son of Mr AMAL GHOSH, 192/5 M G ROAD,, P.O: R C THAKURANI, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700104, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/06/2023 12:22PM with Govt. Ref. No: 192023240080637848 on 02-06-2023, Amount Rs: 21/-, Bank: SBI EPay (SBIEPay), Ref. No. 0421687131738 on 02-06-2023, 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 1,000.00/-, by online = Rs 9,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 256, Amount: Rs.1,000.00/-, Date of Purchase: 22/05/2023, Vendor name: P K LASKAR

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/06/2023 12:22PM with Govt. Ref. No: 192023240080637848 on 02-06-2023, Amount Rs: 9,020/-, Bank: SBI EPay (SBIEPay), Ref. No. 0421687131738 on 02-06-2023, Head of Account 0030-02-103-003-02



Sourav Chakrobarty

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BEHALA

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1607-2023, Page from 202867 to 202911
being No 160706725 for the year 2023.



S. Chakraborty

Digitally signed by SOURAV
CHAKRABORTY
Date: 2023.06.09 13:21:30 +05:30
Reason: Digital Signing of Deed.

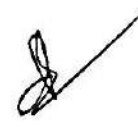
(Sourav Chakrobarty) 2023/06/09 01:21:30 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

(This document is digitally signed.)

MRS. CHANDANA MOITRA (Aadhaar No. 6639 3652 6541) (PAN: AJHPM2583J) daughter of Bhaba Ranjan Mukherjee, wife of Sri Debasish Moitra, by faith- Hindu, by occupation- Service, residing at 252/A/1 Bhuban Mohan Roy Road, Baishali Park, P.O- Barisha, Police Station- Haridevpur, Kolkata- 700008, hereinafter referred to as the OWNER/FIRST PARTY (which expression shall unless otherwise repugnant to the context be deemed to mean and include his heirs, executors, successors, legal representatives, administrators and assigns) of the ONE PART

AND

M/S. BAJRANGBALI DEVELOPER (PAN:ABAFB7603H), a Partnership Firm, having its office at 115, Diamond Harbour Road, P.O- Barisha, P.S- Thakurpukur, Kolkata- 700008 represented by its Partners 1) SRI PRADIP ROY (PAN AITPR 2835H) (Aadhaar No. 485870936987) son of Sri Niranjan Roy, by faith- Hindu, by occupation- Business, residing at 4/4, Bose Para By Lane, P.O-Barisha, Police Station- Thakurpukur, Kolkata -700 008 2) SRI SHO VAN GHOSHAL (PAN AFUPG 2677Q) (Aadhaar No. 985245875391) son of Sri Rajen Ghoshal, by faith- Hindu, by occupation- Business, residing at Flat No. F-5, Rahul Plaza, 14A Diamond Harbour Road, P.S.-Thakurpukur, Kolkata-700008, herein after called and referred to as the BUILDER/ DEVELOPER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the successor-in-interest, administrators, legal representatives and assigns of the said partnership Firm and the legal heirs, executors, administrators, legal representatives and assigns of each of the said Partners) of the OTHER PART.






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A.D. 1900
2 JUN 1900
Dist- South 24 Pgs.

WHEREAS at a material point of time the predecessor in title of the Land Owner herein Sudhir Chandra Bhattacharjee (since deceased) son of Late Purna Chandra Bhattacharjee the lawful recorded Owner in respect of ALL THAT piece and parcel of land measuring about 2 Cottah 12 Chittacks 20 Sq. Ft. be the same a little more or less lying and situated at Mouza - Purba Barisha, J.L No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, 12-16 under R.S. Khatian No. 2691, Dag No. 262 being Scheme Plot No. 1, Police Station - Thakurpukur, District Sub-Registry Office at Alipore, Addl. District Sub Registry Office at Behala, in the District of South 24-Parganas, which he had purchased from Sri Santosh Kumar Sen and 4 Others, through a registered deed of conveyance dtd. 12.08.1980 registered before District Sub-Registrar at Alipore and recorded therein Book No. I, Volume No. 289 Pages 65 to 77 being No. 6861 for the year 1980 specifically demarcated through a site plan annexed with the said deed.

AND WHEREAS Smt. Prakriti Bhattacharjee wife of Late Subodh Chandra Bhattacharjee Owner herein had also purchased ALL THAT piece and parcel of land measuring about 2 Cottah 12 Chittacks 00 Sq. Ft. be the same a little more or less lying and situated at Mouza - Purba Barisha, J.L No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, 12-16 under R.S. Khatian No. 2691, Dag No. 262 being Scheme Plot No. 2, Police Station - Thakurpukur now Haridevpur, District Sub-Registry Office at Alipore, Addl. District Sub Registry Office at Behala, in the District of South 24-Parganas, which he had purchased from Sri Santosh Kumar Sen and 4 Others, through a registered deed of conveyance dtd. 12.08.1980 registered before District Sub-Registrar at Alipore and recorded therein Book No. I, Volume No. 218 Pages 84 to 93 being No. 6855 for the year 1980.






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2 JUN 2000
Dist.- South 24 Pgs.

AND WHEREAS thereafter for easy enjoyment said Subodh Chandra Bhattacharjee since deceased son of late Purna Chandra Bhattacharjee and Smt. Prakriti Bhattacharjee wife of Late Subodh Chandra Bhattacharjee through a deed of exchange on 25.01.1982 and registered before the D.S.R Alipore and recorded therein Book No. I, Volume No.29 Pages 68 to 73 being No. 656 for the year 1982 exchanged their aforesaid land and as such Smt. Prakriti Bhattacharjee became Owner of Scheme Plot No. I and Sudhir Chandra Bhattacharjee since deceased son of late Purna Chandra Bhattacharjee became Owner of Scheme Plot No. 2 morefully described herein above.

AND WHEREAS while enjoying the aforesaid property peacefully the name of Sudhir Chandra Bhattacharjee since deceased son of late Purna Chandra Bhattacharjee was recorded in the records of K.M.C as Premises No. 142 Bhuban Mohan Roy Road Assessee No. 411230103104 and name of Smt. Prakriti Bhattacharjee was recorded in the records of K.M.C as Premises No. 141 Bhuban Mohan Roy Road Assessee No. 411230103098.

AND WHEREAS while enjoying ALL THAT piece and parcel of land measuring about 2 Cottah 12 Chittacks 00 Sq. Ft. be the same a little more or less lying and situated at Mouza - Purba Barisha, J.L No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, 12-16 under R.S. Khatian No. 2691, Dag No. 262 being Scheme Plot No. I, Police Station - Thakurpukur, District Sub-Registry Office at Alipore, Addl. District Sub Registry Office at Behala, in the District of South 24-Parganas, Premises No. 142 Bhuban Mohan Roy Road Assessee No. 411230103104 said Sudhir Chandra Bhattacharya alias Sudhir Chandra Bhattacharjee died intestate on 17.09.2001 while bachelor leaving behind him his brother Subodh Chandra Bhattacharjee and other bachelor brother namely Sushil Chandra Bhattacharjee all sons of Purna Chandra Bhattacharjee to





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- 2 JUN 2022	
Dist- South 24 Pgs.	

inherit his all movable and immovable properties in accordance with Hindu law of inheritance.


AND WHEREAS that accordingly Sri Subodh Chandra Bhattacharjee and brother in law of Smt. Prakriti Bhattacharjee namely Sushil Chandra Bhattacharjee became joint Owners of the property left by said Sudhir Chandra Bhattacharya alias Sudhir Chandra Bhattacharjee each having $\frac{1}{2}$ shares.

AND WHEREAS thereafter said Sri Subodh Chandra Bhattacharjee also died on 03.08.2005 leaving behind his wife Smt. Prakriti Bhattacharjee to inherit his $\frac{1}{2}$ share in the aforesaid property measuring about 2 Cottah 12 Chittack of land having K.M.C Premises No. 142 Bhuban Mohan Roy Road Assessee No. 411230103104 more fully described herein above.

AND WHEREAS thus Smt. Prakriti Bhattacharjee and Sushil Chandra Bhattacharjee became joint Owners of the properties measuring about 2 Cottah 12 Chittack of land having K.M.C Premises No. 142 Bhuban Mohan Roy Road Assessee No. 411230103104.

AND WHEREAS thereafter said Sushil Chandra Bhattacharjee died intestate on 09.04.2014 while bachelor, leaving behind Smt. Prakriti Bhattacharjee as his only legal heir and successors to inherit his all share in the properties he acquired in accordance with Hindu Succession Act'1956.

AND WHEREAS thus according to law of inheritance said Smt. Prakriti Bhattacharjee became sole and absolute Owner of ALL THAT piece and parcel of land measuring about 2 Cottah 12 Chittacks 00 Sq. Ft. be the same a little more or less lying and situated at Mouza - Purba Barisha,






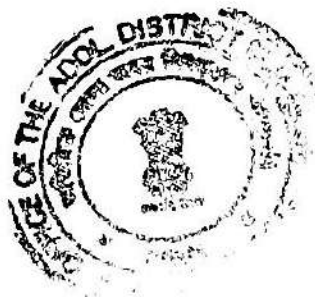
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22 JUN 1964
Dist. - South. 24 Pgs.

J.L No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, 12-16 under R.S. Khatian No. 2691, Dag No. 262 being Scheme Plot No. 2, Police Station - Thakurpukur Now Haridevpur, District Sub-Registry Office at Alipore, Addl. District Sub Registry Office at Behala, in the District of South 24-Parganas, Premises No. 142 Bhuban Mohan Roy Road Assessee No. 411230103104.

AND WHEREAS said Smt. Prakriti Bhattacharjee by way of exchange of property is also the lawful and absolute Owner of ALL THAT piece and parcel of land measuring about 2 Cottah 12 Chittacks 20 Sq. Ft. be the same a little more or less lying and situated at Mouza - Purba Barisha, J.L No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, 12-16 under R.S. Khatian No. 2691, Dag No. 262 being Scheme Plot No. I, Police Station - Thakurpukur Now Haridevpur, District Sub-Registry Office at Alipore, Addl. District Sub Registry Office at Behala, in the District of South 24-Parganas, Premises No. 141 Bhuban Mohan Roy Road Assessee No. 411230103098.

AND WHEREAS thus Smt. Prakriti Bhattacharjee became sole and absolute Owner of ALL THAT piece and parcel of land measuring about 5 Cottah 08 Chittacks 20 Sq. Ft. be the same a little more or less lying and situated at Mouza - Purba Barisha, J.L No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, 12-16 under R.S. Khatian No. 2691, Dag No. 262 being Scheme Plot No. I & 2, Police Station - Thakurpukur now Haridevpur, District Sub-Registry Office at Alipore, Addl. District Sub Registry Office at Behala, in the District of South 24-Parganas, having Premises No. 141 Bhuban Mohan Roy Road & Premises No. 142 Bhuban Mohan Roy Road, Kolkata - 700008 and subsequently she amalgamated the said two premises into single Premises before the K.M.C and since then the premises is known and identified as K.M.C Premises No. 142 Bhuban Mohan Roy Road, Kolkata - 700008 and she was enjoying the aforesaid property being sole and absolute Owner of the property morefully and particularly described herein above.





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A.D.S.R. Behala
2 JUN 2022
Dist.- SOUTH 24 Pige.

AND WHEREAS said Smt. Prakriti Bhattacharjee during her life time decided to construct a new building at the said Premises with modern amenities and facilities but due to lack of finance manpower and technical knowledge is in search of a suitable solvent Developer to implement the aforesaid intention and to that effect she offered the Developer M/S. JOY GURU CONSTRUCTION. (PAN: AAMFJ0594J), a Partnership Firm, having its office at 15, Diamond Harbour Road, P.O- Barisha, P.S- Thakurpukur, Kolkata- 700008 represented by its Partners 1) SRI PRADIP ROY (PAN AITPR 2835H) (Aadhaar No. 485870936987) son of Sri Niranjan Roy, by faith- Hindu, by occupation- Business, residing at 4/4, Bose Para By Lane, P.O- Barisha, P.S- Thakurpukur, Kolkata- 700008, Kolkata -700008 2) SRI SHO VAN GHOSHAI (PAN AFUPG 2677Q) (Aadhaar No. 985245875391) son of Sri Rajen Ghoshal, by faith- Hindu, by occupation- Business, residing at Flat No. F-5, Rahul Plaza, 14A Diamond Harbour Road, P.S.-Thakurpukur, Kolkata-700008, to develop the said Premises by constructing of a new Multi-storied building thereon and the Developer and accordingly a registered agreement for development was executed on 08.12.207 and recorded therein Book No. I Volume No. 1607-2017 Pages 318161 to 318200 being deed no. 160710765 for the year 2017 and also empowered through a registered development power of attorney, registered before the A.D.S.R Behala and recorded therein Book No. I Volume No. 1607-2017 Pages 319309 to 319332 being deed no. 160710811 for the year 2017.

AND WHEREAS thereafter said Smt. Prakriti Bhattacharjee executed a WILL wherein she entrusted the property in favour of her niece CHANDANA MOITRA, the Owner herein.





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A.D.S.R Behala
52 JUN 2007
Dist.- South 24 Pgs.

AND WHEREAS on 01.06.2020 said Smt. Prakriti Bhattacharjee died and accordingly her WILL was probated ^{vide Probate Case No. 247/2020} from the District Delegate at Alipore on 23.02.2023 and as per terms of the said WILL, CHANDANA MOITRA, the Owner herein became sole and absolute owner in respect of the property described hereunder.

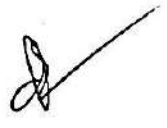
AND WHEREAS in order to obligations therein the owner herein entering into a fresh agreement with the said Developers and the said Partners already dissolved their business in the name of M/S. IOY GURU CONSTRUCTION and requested the Owner herein to enter fresh agreement with their new company having same Partners, the Owner herein considering the facts has agreed to the proposal of the Developers and accordingly Developers herein has agreed to develop the said Premises by construction of a New G+3 storied building thereon as per plan to be sanctioned by the K.M.C in the name of the Owner herein at the cost and expenses of the Developer and accordingly to avoid any future litigation misunderstanding and dispute the said Developers are entering into this agreement.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO the following terms and conditions: -

ARTICLE-I: DEFINITIONS

1.1. LAND OWNER:- Shall mean MRS. CHANDANA MOITRA (Aadhaar No. 6639 3652 6541) daughter of Bhaba Ranjan Mukherjee, wife of Sri Debasish Moitra, by faith- Hindu, by occupation- Service, residing at 252/A/1 Bhuban Mohan Roy Road, Baishali Park, P.O- Barisha, Police Station- Haridevpur, Kolkata- 700008 and his heirs, executors, administrators, legal representatives and assigns.

DEVELOPER:- Shall mean M/S. BAJRANGBALI DEVELOPER (PAN: ABAFB7603H), a Partnership Firm, having its office at 115,





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A.D.S. - Bangalore
2 JUN 2023
Dist. - South 24 Pgs.

Diamond Harbour Road, P.O+P.S- Thakurpukur, Kolkata- 700008 also at 4/4, Bose Para By Lane, P.O-Barisha, Police Station- Thakurpukur, Kolkata- 700008, represented by its Partners 1) **SRI PRADIP ROY** (PAN AITPR 2835H) (Aadhaar No. 485870936987) son of Sri Niranjan Roy, by faith- Hindu, by occupation- Business, residing at 4/4, Bose Para By Lane, P.O-Barisha, Police Station- Thakurpukur, Kolkata -700 008 2) **SRI SHOVAN GHOSHAL** (PAN AFUPG 2677Q) (Aadhaar No. 985245875391) son of Sri Rajen Ghoshal, by faith- Hindu, by occupation- Business, residing at Flat No. F-5, Rahul Plaza, 14A Diamond Harbour Road, P.S.- Thakurpukur, Kolkata-700008, and its heirs, executors, administrators, legal representatives and assigns.

1.2. **TITLE DEEDS**: - Shall mean all the original documents relating to title of the said premises shall be handed over by the Owner to the Developer at the time of execution of this agreement, on tendering receipt of it.

1.3. **PREMISES** : Shall mean ALL THAT piece and parcel of land measuring about 5 Cottah 08 Chittacks 20 Sq. Ft. be the same a little more or less lying and situated at Mouza - Purba Barisha, J.L.No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, 12-16 under R.S. Khatian No. 2691, Dag No. 262 being Scheme Plot No. I & 2, Police Station - Thakurpukur now Haridevpur, District Sub-Registry Office at Alipore, Addl. District Sub Registry Office at Behala, K.M.C Ward No. 123, **K.M.C Premises No.142 Bhuban Mohan Roy Road, Kolkata - 700008**, District of South 24-Parganas, together with all user and easement rights on the paths and passages and all other rights and facilities appurtenant thereto .


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

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





A.D.S.R. Be...
2 JUN 1962
Dist.- South 24 Pgs.

- 1.6. **DEVELOPER'S ALLOCATION:** - Shall mean and has been mentioned in the **SCHEDULE-"C"** hereunder.
- 1.7. **COMMON FACILITIES & AMENITIES :** Shall include corridors, ways, stair ways, lift, passage way, common toilet, roof top, pump space, underground water reservoir, overhead water tank, roof, water pump and motor, and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and land there under or mutually agreed upon by the Owner of units/floors/ flats/car parking spaces/spaces, which has been specifically been mentioned in the **SCHEDULE "D"** hereunder.
- 1.8. **SALEABLE SPACE:** Shall mean units/floors/ flats / car parking spaces/ spaces in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 1.9. **COMMON EXPENSES:** Shall mean and include the purpose of maintaining the said premises and the proposed building in particular the common parts as also meeting of the common expenses and matters relating to mutual right and obligations of the Developer, the Owner and their nominees including the intending Purchaser/s and the common use and enjoyment thereof, which has been specifically described in the **SCHEDULE-"E"** hereunder.
- 1.10. **THE ARCHITECT:** Shall mean who would be appointed by the Developer and shall design and plan the building on the said premises and obtain the required sanction for construction of such building from the appropriate authorities.
- 1.11. **BUILDING PLAN:** Shall mean such plan to be prepared by the Architect for the construction of the building and to be sanctioned by the Kolkata Municipal Corporation and/or any other competent authorities as the case may be.
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A.D.S.R. Dept.
2 JUN 1922
Dist.- South 24 Pgs.

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

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

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

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

ARTICLE-II COMMENCEMENT

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

ARTICLE-III: LAND OWNER ' RIGHTS & REPRESENTATIONS

3.1. The Land Owner is the Owner and seized and possessed of and/or well and sufficiently entitled to ALL THAT piece and parcel of land measuring about 5 Cottah 08 Chittacks 20 Sq. Ft. be the same a little more or less lying and situated at Mouza – Purba Barisha, J.L No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, 12-16 under R.S. Khatian No. 2691, Dag No. 262 being Scheme Plot No. I & 2, Police Station – Thakurpukur now Haridevpur, District Sub-Registry Office at Alipore, Addl. District Sub Registry Office at Behala, in the District of South 24-Parganas,



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2 JUN 2024

Dist.- South 24 Pgs.

K.M.C Premises No.142 Bhuban Mohan Roy Road, Kolkata - 700008, together with all right of easements, common facilities and amenities annexed thereto and / or such other number as to be allotted by the Kolkata Municipal Corporation.

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

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

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


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

3.6. The proposed building would be constructed specifically as per building plan to be sanctioned then after demolishing the existing building. The Developer shall have liberty to demolish the existing buildings at its responsibility, cost and expenses.

ARTICLE-IV: DEVELOPER'S RIGHTS

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

4.2. The Land Owner will co-operate regarding acts of applications, plans, other paper and documents and amalgamation of the premises to the adjacent as may be required by the Developer for the purpose of





A.D.S. 2022
2 JUN 2022
Dist.- South 24 Pgs.


obtaining sanction plan from the appropriate authority and the Developer shall bear all cost and expenses for such acts including Architect's Fees.

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

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

4.5. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Land Owner of the said premises to the Developer or creating any right, title or interest in respect thereof in favour of the Developer other than an exclusive license to the Developer for the purpose of development of the said premises in terms hereof and to deal with the Developer's Allocation upon the conditions, mentioned in the preceding clause

4.6. The Developer shall have right to publish advertisement or hoarding separately at any place or the site to draw the attention of the prospective buyers of the units/floors/ flats / car parking spaces/spaces of the proposed building only for his allocation as specified in SCHEDULE "C" hereunder written.





A.D.S. in detail

22 JUN 1900

Dist.- South 24 Pgs.

4.7. The Developer shall construct the building upon the said premises after demolishing the existing buildings. The Developer shall take all the debris and to sell it in its discretion and the Land Owner shall not claim any amount from the Developer for the same.

4.8. The Developer shall bear and pay all municipal taxes, charges and duties payable in respect of said premises from the date of handing over possession by the Land Owner to the Developer till the date of handing over possession of the Land Owner allocation. In addition to above the Developer shall also bear and pay the electricity charges payable in the respect of existing meters at the said premises. The Developer shall bear and pay all costs and expenses for preparing the plan of the building including architect's fees and all fees, taxes duties payable in connection with the sanction of the building plan, sewerage line, water line, etc. It is mutually agreed all cost & expenses including stamp duty and registration fees payable in connection with the Agreement and Power of Attorney shall be borne by the Developer.

ARTICLE-V: CONSIDERATION

5.1. The Land Owner have agreed to grant exclusive right of development of the said premises to the Developer and in lieu of the land of the said premises; the Developer agrees and/or undertakes handover the following constructed area in the proposed building to the Land Owner.

i. The Land Owner herein will be entitled allocation as mentioned hereunder in schedule "B" including all right of easements common facilities and amenities annexed thereto particularly mentioned in the **SCHEDULE "B"** hereunder written.

5.2. Save and except the constructed area mentioned as aforesaid, the Land Owner shall not claim any extra benefit and/or amount and/ or constructed area of the proposed building or monetary consideration from the Developer.





A.D.S.R Behal
22 JUN 2022
Dist- South 24 Pgs.

5.3. The Developer shall have liberty to demolish the existing structure after obtaining sanction plan from the Kolkata Municipal Corporation for construction of the proposed building and shall take debris and to sell it at its own discretion and the sale proceeds to be taken by the Developer itself. The Land Owner shall not take or claim any amount from the Developer from the sale proceeds of the debris.

ARTICLE-VI: POSSESSION

6.1. The Land Owner shall make over possession of the said premises in favour of the Developer immediately on execution and registration of this agreement.

ARTICLE-VII: PROCEDURE

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

7.2. Apart from the registered General Power of Attorney, the Land Owner do hereby undertake that she shall execute as and when





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- 2 JUN 1900
Dist. - South 24 Pgs.

necessary all papers, deeds, documents, plans etc. for the purpose of development of the said premises, if necessary.

7.3. After getting sanction of the building plan, the Developer shall keep parties copy of the sanctioned Architectural Plan and Structural Plan in their custody for construction of the building but the Land Owner shall keep the certified copy of the sanction plan of the building.

7.4. The Land Owner handed over original documents relating to the title of the said premises to the Developer simultaneously on execution of this agreement on tendering receipt by the Developer, and on completion of the project the Developer herein will hand over all the said original documents to the Owner herein.

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

ARTICLE-VIII: DEALINGS OF SPACES IN THE BUILDING

8.1. If required, after getting building plan sanctioned Developer shall on completion of the building/s handover the Land Owner' allocation of the units/floors/ flats/ car parking spaces / spaces, in the proposed building to the Owner.

8.2. The Land Owner will be entitled to transfer or otherwise deal with her allocated units/floors/ flats/ car parking spaces/spaces in the building in favour of the intending purchaser/s through Agreement for sale subject to delivery of possession of owner's allocation and in case if it is required, in the Deed of Conveyance Developer will signed as confirming party and the Developers shall have no right, title interest and/or authority to deal with Owners Allocation in the proposed building and vice verse.

8.3. That saves and except allocation mentioned in the SCHEDULES-"B" & "C" hereunder, the common area, facilities and amenities will be jointly possessed by the Land Owner and the Developer and their





A.D.S. Bera.

- 2 JUN 2009

Dist.- South 24 Pgs

heirs and nominees and the Land Owner and the Developer shall have no right to dispose of their share in common portions in any manner whatsoever. The common areas and facilities cannot be encumbered in any way and it shall remain common to all flat Owner and lawful occupants of the Building.

8.4. The Developer being the party of the other Part shall be at liberty with exclusive right and authority to negotiate for sale of units/floors/flats/ car parking spaces together with proportionate share of land being the Developer's Allocation with any prospective buyer/s on or before or in course of the construction work of the said building/s at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer/s as aforesaid, including earnest money or initial payments or part payment thereof shall be received by the Developer and the Land Owner' herein will have no right and share on the same and will not be entitled to any portion thereof.

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

8.6. The Developer shall have liberty to execute the Agreement for sale/s, Deed of Conveyance/s in favour of the intending Purchaser/s of the Developer's allocation of the building/s and to transfer the undivided proportionate share of the land on behalf of the Land Owner, save and except the Land Owner' allocation, on the strength of the Registered General Power of Attorney. Provided however, the



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JUN 2 2009
Dist. - South

Developer shall not be entitled to deliver possession of the Developer's Allocation and execute and register Deed of Conveyance in favour of the prospective buyers until possession of Land Owner' Allocation is delivered to the Land Owner. The costs of conveyance or conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Purchaser or Purchasers thereof.

ARTICLE-IX: BUILDING

9.1. The Developer shall at its own costs construct erect and complete the building entirely including the Land Owner' allocation and Developers' allocation as a whole at the said premises in accordance with the sanction plan to be sanctioned with such materials and with such specification as are mentioned in the **SCHEDULE-"E"** hereunder written and as may be recommended by the Architect from time to time.

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

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

9.4. The Developer shall be authorized in the name of the Land Owner in so far as is necessary to apply for and obtain quotas, entitlements and other allocations of or for cement, all types of steels,





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22 JUN 2000

Dist- South

bricks other building materials and accessories allocable to the Land Owner for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, drainage sewerage and/or other facilities, if any available to the new building and other inputs and facilities required for the construction of enjoyment of the building.

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

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

ARTICLE-X: COMMON FACILITIES

10.1. The Developer shall pay and bear all property taxes and other dues and out goings in respect of the building accruing due and as and from the date of execution of the Development Agreement subject to handing over peaceful khas possession of the premises and deeds and documents of the said premises to the Developer for purpose of promoting and/or developing the proposed building as per sanctioned building plan by the Developer.

10.2. As soon as the building is completed in conformity with the sanctioned plan and all connections with respect to water, the Developer shall give written notice to the Land Owner requiring the Land Owner to take possession of the Land Owner' allocation at the address where the Land Owner are staying during construction of the proposed multistoried building. Then after expiry of 30 (thirty) days from the date of service of such notice and at all times thereafter the Land Owner shall be exclusively responsible for payment of all





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A.L.	Serial
2 JUN 2007	
Dist.- South 20 Pps.	

municipal and property taxes, rates, duties dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Land Owner' allocations, the said rates to be apportioned pro-rata with reference to the saleable space in the building/s if any are levied on the building as a whole.

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

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

ARTICLE-XI: COMMON RESTRICTION

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

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

11.2 Neither party shall demolish or permit for demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration except minor changes therein without the previous written consent of the other in this behalf.

11.3 Neither party shall transfer or permit to transfer of their respective allocations or any portion thereof unless:-

a. Such party shall have observed and performed all terms and conditions on their respective part to be observed and/or performed.


b. The proposed transferee shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee shall pay all common expenses etc. and whatsoever shall be payable in relation to the area of each of their respective possession.

11.4 Both parties shall abide by all law, bye-laws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, bye laws, rules and regulations.

11.5 The respective allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from or, against the consequence of any breach.

11.6 Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

11.7 No goods or other items shall be kept by the either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.





A.D.S.R. Behar.

2 JUN 2022

Dist- South 24 Pgs.

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

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

ARTICLE-XII: LAND OWNER ' OBLIGATIONS

12.1. The Land Owner hereby agree and covenant with the Developer that the terms of this agreement shall remain valid and effective in case of change of premises number due to amalgamation in mutation before the K.M.C or like that.

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

12.3. The Land Owner hereby covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building/s at the said premises in favour of the intending buyers of units/floors/ flats/ car parking spaces in the said building/s, if





A.D.S. - Chais
2 JUN 2000
Dnt. - South 24 Pgs.

the Developer prior to such date has handed over vacant possession of the Land Owner ' Allocation to the Land Owner to the satisfaction of the Land Owner . The Land Owner further give undertaking for and on behalf of their agents, servants, representatives for similar act at their own liability and responsibility.

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

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

12.6. The Land Owner hereto without being influenced or provoked by anybody do hereby categorically state that as the Developer starts the construction of the said proposed building exclusively at its own cost arrangement and risk in as much as without having any financial participation and/or involvement on the part of the Land Owner hereto, the Land Owner henceforth for all times to come shall not raise any claim and/or press for any extra benefits and/or amount in terms of the General Power of Attorney although otherwise mentioned therein and the Developer shall be at liberty to receive any amount from any





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A.D.S.R. Behala
22 JUN 2023
Dist.- South 24 Pgs.

intended Purchaser/Purchasers in their own names and to appropriate the said sale proceeds of the units/floors/ flats/ car parking spaces/ spaces of the said building/s at its sole discretion in respect of the Developers allocation only without having any attachment and/or share thereon of the Land Owner hereto.

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

12.8. The Land Owner shall sign and execute all papers and documents towards mutation, and no objection to obtain Certificate from the authority KIT, KMDA and Airport Authority.

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

ARTICLE-XIII: DEVELOPER'S OBLIGATIONS

13.1. The Developer doth hereby agrees and covenants with the Land Owner to complete the construction of the building within 24 (twenty four) months from the date of sanction of this agreement. (Time being considered as the essence of this contract). The grace period for completion of the proposed building is only for 6 (six) months. It is pertinent to mentioned herein that after execution of the Development Agreement and Power of Attorney. In case of failure to complete the same within stipulated period the Developer shall pay a sum of Rs. 50,000/- p.m as compensation.

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

13.3. The Developer hereby agrees and covenant with the Land Owner not to transfer and/or assign the benefits of this agreement or any



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22 JUN 2022
Dist- South ?

portion thereof to any party or parties. The Developer is liable to hand over possession of the Land Owner allocation in favour of the Land Owner first in complete form as per specification in accordance with the sanction plan to be sanctioned by the Kolkata Municipal Corporation and then the Developer shall hand over possession of the Developer's Allocation to the intending purchaser/s or its nominee/s.

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


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

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

13.7. The Developer shall serve notice for delivery of possession of the Land Owner all allocation.

13.8. If case completion certificate becomes mandatory from the Kolkata Municipal Corporation then its cost and expenses will be borne by all flat owners equally.

13.9. The Developer shall not take any loan from the bank or financial institution creating charge over the entire premises as equitable mortgage or in any manner whatsoever. Equitable mortgage may be created only for Developer's Allocation only as mentioned in SCHEDULE-"C" in respect of units/floors/ flats/ car parking spaces/





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22 JUN 2022

Dist.- South 24 Parganas

spaces of the intending Purchaser/s who wants to purchase and/or buy the same from the Developer out of the Developer's Allocation.

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

13.11. The Developer shall at its supervision; cost and expenses obtained no objection from KIT, Fire Brigade, and KMDA.

ARTICLE-XIV: LAND OWNER INDEMNITY

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


ARTICLE-XV: DEVELOPER'S INDEMNITY

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

15.2. The Developer hereby undertakes to keep the Land Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the developer's action with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect there in.

ARTICLE-XVI: MISCELLANEOUS

16.1. The Land Owner and the Developer have entered into the Agreement purely as a contract on the basis of this joint venture agreement and under any circumstances this shall not be treated as





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22 JUN 2022

Dist.- South 24

partnership and/or Associations or persons in between the Land Owner and the Developer.

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

16.3. The Land Owner shall not be liable for any G.S.T, Income Tax, Wealth Tax or any other taxes in respect of the Developer's allocation and the Developer shall be liable to make payment of the same and keep the Land Owner indemnified against all actions suits proceedings costs charges and expenses in respect thereof but land Owner shall be liable for G.S.T, if any for their allocation.

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

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

16.6. The Developer shall keep this original Development Agreement in their custody including all original papers and documents relating to said premises.

16.7. The name of the Building should be "Prakriti Apartment".

ARTICLE-XVII: FORCE MAJEURE

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



A.D.S.N. Behar

62 JUN 1962

Dist - South

shall be suspended from the obligation during the duration of the "Force Majeure".

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

ARTICLE - XVIII:

ARTICLE-XIX: JURISDICTION

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





A.D.S.R. District
22 JUN 2021
Dist. - South

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

ALL THAT piece and parcel of land measuring about **5 Cottah 08 Chittacks 20 Sq. Ft.** be the same a little more or less together with **400 sq.ft** pacca structure hereon lying and situated at **Mouza - Purba Barisha, J.L No. 23, R.S. No. 43, Touzi No. 1-6, 8-10, 12-16 under R.S. Khatian No. 2691, Dag No. 262 being Scheme Plot No. 1 & 2, Police Station - Thakurpukur now Haridevpur, within the limits of Kolkatta Municipal Corporation under Ward No. 123, having K.M.C Premises No. 142 Bhuban Mohan Roy Road, Kolkata - 700008, Addl. District Sub Registrar at Behala, Dist. Sub Registrar at Alipore, in the District South 24 Parganas, together with all user and easement rights on the paths and passages and all other rights and facilities appurtenant thereto, which is butted and bounded as follows:**

ON THE NORTH - K.M.C Premises No. 152 B.M.Roy Road.
 ON THE SOUTH - 16.6" wide K.M.C Road.
 ON THE EAST - Vacant Land.
 ON THE WEST - 16.6" wide K.M.C Road.

SCHEDULE - "B" REFERRED TO ABOVE**(Land Owner ' Allocation)**

On completion of the proposed building/s in all respect by the Developer at its own cost and expenses, in lieu of the land of the said premises, the Developer shall allocate and handover the following constructed area and non-refundable amount to the Land Owner in the proposed building.

- i. **Owner herein** will be entitled to entire 2nd floor and
- ii. All that self contained residential flat on the top floor (east-south-west side) measuring about 696 sq.ft built up area more or less (including proportionate share of stair and lift area)





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A.D.S.R Behar
2 JUN 1922
Dist.- South

- iii. All that self contained residential flat on the ground floor (north-west side) measuring about 495 sq.ft built up area (including proportionate share of stair and lift area)
- iv. All that two-car parking spaces on the ground floor (south side) measuring about 130 sq.ft each together with undivided impartible and proportionate share of the land of the said premises including all right of easements common facilities and amenities annexed thereto particularly mentioned in the SCHEDULE "D" hereunder written, and to be demarcated on getting building plan sanctioned.

Be it noted that all terms and conditions of this agreement shall remained valid all time, and if any changes required will be finalized through a supplementary notarized agreement on getting building plan preparation or sanction. In case any changes in measurement on final sanction area, in that case Developer and Owner is liable to compensate each other as per the then prevailing market rate for the excess area against the same.

SCHEDULE - "C"

(Developer's Allocation)

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

THE SCHEDULE "D" ABOVE REFERRED TO

(Common Areas/Portions)

1. Entrance and exits to the said premises and the proposed building.
2. Boundary walls and main gate of the said premises and proposed building.



A.D.S.R. 1

2 JUN 1910

Dist- Sonoma

3. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use).
4. Space underneath the stairs of the ground floor where pumps & motors will be installed and electrical wiring and other fittings, (excluding only those as are to be installed within the exclusive area of any flat and / or exclusively for its use).
5. Electric room where meters will be installed and electric wiring and other fittings.
6. Lift, Staircase and staircase landings, lobbies on all the floors, entrance lobby, darwan's room(if any), lift room if any.
7. Water supply system water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Building.
8. Such other common parts, equipments, installations, fittings, fixtures and space in or about the said Premises and the said Building as are necessary for passage and user of the flats/ units in common by the co-Owner.
9. Roof top of the building.
10. Land underneath of the proposed building.
11. Septic Tank.

THE SCHEDULE "E" ABOVE REFERRED TO

(Common expenses)

On completion of the building, the Land Owner, the Developer and their nominees including the intending Purchasers shall regularly and punctually pay proportionate share of the common expenses as fully described herein below :-





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2 JUN 2022	
Dist- South	

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting in regarding to the common portions of the said Building including the outer and external walls of the said Building;
- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.;
- c) All charges and deposits for supplies of common utilities to the co-Owner in common;
- d) K.M.C Tax, water tax and other levies in respect of the said Premises and the proposed Building save those separately assessed,
- e) Costs of formation and operating the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) Electricity charges for the electricity energy consumed for the operation of common services;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-Owner in common.

THE SCHEDULE "F" ABOVE REFERRED TO

WORKSCHEDULE/SPECIFICATION

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

1. Entire flooring of the flat will be made of marble/floor tiles, interior walls of plaster of Putty.
2. Toilet floor will be made of marble/floor tiles walls tiles up to 5' ft.





PAID: R 1
52 JUN 1962
Dist. - South 24 Pgs.

3. In the Kitchen one cooking platform of black stone, wall dado of glazed tiles up to 2'6" inches height over the platform and one basin and one sink will be provided with tap connection.
4. Door: Main door of the flat will be wooden frame with flash door, and other door will be wooden frame with commercial ply.
5. Window: Aluminum sliding window with grills will be provided including the 4 mm. glass.
6. In the toilet, one western/Indian commode with cistern shall be provided in addition to this 3 Tap connection, one shower connection, and one geyser connection shall be provided and in the W.C. one western commode with cistern shall be provided in addition to this 2 Tap connection shall be provided.
7. Height of the flat will be erected as per sanction of Building plan.
8. Concealed wiring with points as under:
 - (a) Bed room : 3 light points, 1 fan point, 1 plug point (5 Amp.)
 - (b) Toilet; 1 light point, 1 Plug Point (15 amp), 1 exhaust fan point, 1 geyser, washing machine.
 - (c) Kitchen: 1 light point, 3 plug point (two 5 Amp. \pm one 15 Amp.), 1 chimney point.
 - (d) Drawing & dining: 3 light points, 2 fan points, 2 plug points (one 5 Amp. + one 15 Amp.
 - (e) Balcony: 1 light point and 1 plug point.
- (9) Calling bell connection in the each flat above/beside the door frame.
- (10) Sanitary/ plumbing fittings: All fittings of standard qualities will be provided and ensured that the flat conform to class I standard.
- (11) Special fittings as per Owner' choice will be provided at extra cost.
- (12) Lift - repute make.





A.D.S.R. Dated
2 JUN 2022
Dist- South 24 Pgs.

IN WITNESS WHEREOF the PARTIES have put their respective signature on this the day, month and year first above written.

SIGNED SEALED & DELIVERED by the
PARTIES at Kolkata in the Presence of :-

WITNESSES :-

1. Soumen Ghosh
192/5 M. G. Road
Ker - 700104

Chandana Moitra

Signature of the LAND OWNER

2. Debanis Moitra
252/A/1 B.M. Roy Rd. Partner
Kolkata - 700008

Bajrangbali Developer

Trade, Reg -

Bajrangbali Developer

Shovan Ghoshal

Partner

Partner

Partner

Signature of the DEVELOPER

Read over, explained in Vernacular to the Parties
and admitted to be correct Drafted by
and prepared in my Office :-

C. Das Ghosh,

Advocate

Enrolment No. WB-1278/99


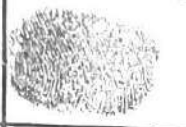









Bar Council of West Bengal,

Alipore Judges' Court, Kolkata : 700027.

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= 2 JUN 2022
Dist.- South 24 Pgs.

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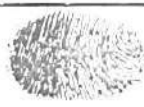




NAME : CHANDANA MAITRA

SIGNATURE : Chandana Maitra

	LEFT HAND					
	RIGHT HAND					

NAME : PRADIPTO ROY

SIGNATURE : Pradipto Roy

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	RIGHT HAND					

NAME : SHOVAN GHOSHAL

SIGNATURE : Shovan Ghoshal



A.D.S.R. Bahala
2 JUN 1957
Dist.- South 24 Pgs.