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RC 5358/2022 S-196/23



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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23.12.2022  
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V.C.R.N. 5A38/2022  
10:30 PM

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This stamp is valid for the payment of stamp duty  
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Bisnot Sub-Register-11  
Alinore, South 24-Parganas  
05-01-2023

#### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 23th Day of  
December Two Thousand Twenty Two (2022) BETWEEN

Sl. NO. .... 263 DT. 22.12.2022

VALUE OF N. J. STAMP RS. 50/-

NAME OF PURCHASER..... Bapi Das M.D.-e-cbe  
ADDRESS..... Alipore Police Court

H. MUKHERJEE  
STAMP VENDER S.R. BUDGE BUDG

Babu Adnikay



16799

Sl. No. 263 - Rs. 50/-  
(Rupees Five thousand only)

Babu Adnikay



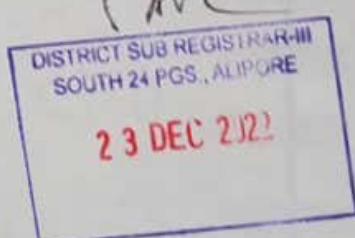
16800

Bandopadhyay

SUNIL KR. BANDOPADHYAY



16801



Bhawali Bandopadhyay.



16802

Bhawali  
Alipore Police Court  
16802

(1) SRI SUNIL KUMAR BANERJEE alias SRI SUNIL KUMAR BANDOPADHYAY alias SRI SUNIL KUMAR BONDOPADHYAYA (PAN-AXJPB8820D) (AADHAAR NO. 5815 9627 9881) son of Late Panchanon Bandopadhyay, by occupation -Retired, by faith - Hindu, by Nationality Indian, residing at 60/1A, Banerjee Para Lane, P.S.- Kasba, P.O.-Dhakuria, Kolkata 700031 and (2) SMT. BHARATI BANDOPADHYAY alias SMT. BHARATI BONDOPADHYAYA (PAN-AYDPB5555G) (AADHAAR NO. 5681 9892 1435) wife of Sri Sunil Kumar Bandopadhyay alias Sri Sunil Kumar Banerjee alias Sri Sunil Kumar Bondopadhyaya, by occupation -Retired, by faith - Hindu, by Nationality Indian, residing at 60/1A, Banerjee Para Lane, P.S.-Kasba, P.O.-Dhakuria, Kolkata 700031, hereinafter jointly referred to as the "OWNERS/ FIRST PARTIES" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives and/or assigns) of the ONE PART.

A N D

SRI BABU ADHIKARY (PAN- AIMPA6565A) (AADHAR NO.6781 8655 8200) son of Late Premananda Adhikary, by faith-Hindu, by Nationality – Indian, by occupation – Business, residing at 74/D, Rahim Ostagar Road, under Police Station -Lake, Post office- Jodhpur Park, Kolkata- 700 045, hereinafter called and referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include it's heirs, executors, administrators, successors, legal representatives and assigns) of the OTHER PART:

WHEREAS by a suit for partition brought by one Monindra Nath Bondopadhyaya and others against Prosad Kumar Bondopadhyaya and others in the Court of the Second Subordinate Judge at being title Suit No.223 of 1950, the property including the land, hereditaments and premises described in the Schedule therein written, was allotted to the co-sharers of the said property by the Hon'ble High Court, Calcutta in appeal from the original Decree No.143 of 1956.

AND WHEREAS by the said suit being Title Suit No.223 of 1950 of the SECOND Subordinate Judge, Alipore, one Purna Chandra Bondopadhyaya since deceased, was allotted the property of Municipal premises No. 60, Banerjee Para Lane, P.S. Kasba, the then Calcutta-700031 exclusively together with some other properties.

**AND WHEREAS** said Purna Chandra Bondopadhyaya since deceased, was in peaceful uninterrupted possession of the Municipal premises No.60, Banerjee Para Lane, P.S. Kasba, Kolkata-700031 and his name was entered into the relevant record of the then Corporation of Calcutta and he used to pay taxes to the appropriate authority and other out goings as also effected necessary repairs as full and absolute owner.

**AND WHEREAS** the said Purna Chandra Bondopadhyaya left behind him surviving his four sons viz. Prosad Kumar Bondopadhyaya now deceased, Panchanon Bondopadhyaya now deceased, Kartick Chandra Bondopadhyaya and Jitendra Nath Bondopadhyaya now deceased who jointly inherited the entire property at premises No.60, Banerjee Para Lane, P.S. Kasba, Kolkata-700031 and began to possess jointly the land hereditaments and premises.

**AND WHEREAS** said Panchanon Bondopadhyaya died intestate on 21.08.1965 living behind his wife Smt. Nayan Tara Debi, four sons namely Sri Sunil Kumar Bondopadhyaya, Sri Sushil Kumar Bondopadhyaya, Sri Subir Kumar Bondopadhyaya, Sri Subodh Kumar Bondopadhyaya and five daughters namely Smt. Santilata Mukherjee, Swarnalata Ganguly, Smt. Namita Mukherje, Smt. Anita Kanjilal and Smt. Sabita Bhattacharya who jointly inherited the undivided 1/4<sup>th</sup> share left by Panchanon Bondopadhyaya.

**AND WHEREAS** while seized and possessed the same said Smt. Nayan Tara Debi, Sri Sunil Kumar Bondopadhyaya, Sri Sushil Kumar Bondopadhyaya, Sri Subir Kumar Bondopadhyaya, Sri Subodh Kumar Bondopadhyaya, Smt. Santilata Mukherjee, Swarnalata Ganguly, Smt. Namita Mukherje, Smt. Anita Kanjilal and Smt. Sabita Bhattacharya jointly gifted, transferred and conveyed 9/10<sup>th</sup> share of 5/96<sup>th</sup> share of the property at Municipal premises No.60, Banerjee Para Lane, P.S. Kasba, the then Calcutta-700031 unto and in favour of Sri Sunil Kumar Bondopadhyaya the Owner No.1 herein, by a Danpatra, which was Registered on 12.05.1966 and recorded in Book No. I, Volume No. 41, Pages from 178 to 183, Being Deed No.2598 at the office of the Joint Sub Registrar Alipore at Behala.

**AND WHEREAS** the land, hereditaments and premises being known and reputed as No.60, Banerjee para Lane, P.S. Kasba, Kolkata-700031, is measuring about 13 Cottahs be the same a little more or less which is more fully and particularly described in the Schedule therein and the aforesaid four sons of late Purna Chandra Bondopadhyaya

inherited 1/4<sup>th</sup> share each i.e. 03 (Three) Cottahs 04 (Four) Chittacks of land and the proportionate share of building and structure standing thereon.

**AND WHEREAS** after the death of Prosad Kumar Bondopahaya his four sons and three daughters inherited the undivided 1/4<sup>th</sup> share each i.e. 03 (Three) Cottahs 04 (Four) Chittacks of land and the proportionate share of two storied building was standing there on, being known as premises No. 60, Banerjee Para Lane, P. S. Kasba, Kolkata-700031.

**AND WHEREAS** all the sons and daughters of Prosad Kumar Bandopadhyaya since deceased, excepting one son vis. Profullya Kumar Bandopadhyaya were agreed to transfer their undevided share in favour of Smt. Bharati Bondopadhyaya the Owner No.2 herein, for the valuable consideration by an indenture or sale Three sons and Three daughters of the deceased Prosad Kumar Bondopadhyaya sold, transferred and made over possession of their shares in premises No.60, Banerjee para Lane, P. S. Kasba, Kolkata- 700031 for the valuable consideration which was Registered on 17.11.1981, and recorded in Book No. I, Volume No. 383, Pages from 12 to 22, Being Deed No.12418 at the office of the District Registrar at Alipore.

**AND WHEREAS** by a separate sale deed Profullya Kumar Bondopadhyaya the son of Prosad Kumar Bondopadhyaya since deceased, sold, transferred, conveyed and made over possession of his undivided 1/28<sup>th</sup> share i.e. 7<sup>1</sup>/<sub>2</sub> Chittaks of land and the proportionate share in the construction or building of premises No. 60, Banerjee Para Lane, P.S. Kasba, Kolkata-700031 unto Smt. Bharati Bondopadhyaya the purchaser therein and the owner No.2 herein, for the valuable consideration mentioned therein, the said deed of sale was Registered on 01.06.1982 and recorded in Book No. I, Volume No.181, Pages from 203 to 211, Being Deed No.7237 at the office of the District Registrar at Alipore, in this manner said Smt. Bharati Bondopadhyaya became the absolute owner of the undivided 1/4<sup>th</sup> share of the land, hereditaments and building being premises No.60, Banerjee Para Lane, P.S. Kasba, Kolkata- 700031 originally belonged to the deceased Prosad Kumar Bondopadhyaya.

**AND WHEREAS** the legal heirs of Kartick Chandra Bondopadhyaya since deceased, viz. a) Smt. Brahmamoyee Debi, b) Sri Sourendra Bondopadhyaya, c) Sri Sukumar Bondopadhyaya, d)Sri Sudhansu Bondopadhyaya, e) Sri Himansu Bondopadhyaya, f) Sri Shyamal Bondopadhyaya, g) Smt. Provabati Mukherjee, h) Smt. Ava Rani Chatterjee, i) Smt. Sushama Chatterjee and j) Smt. Nilima Chatterjee of aforesaid premises No.60. Banerjee Para Lane, P.S. Kasba, Kolkata-700031 as they inherited from their predeceasor

in interest via. Kartick Chandra Bondopadhyaya sold, transferred, conveyed and made over their undivided 1/4<sup>th</sup> share unto Smt. Bharati Bondopadhyaya, the owner No.2 herein for the valuable consideration mentioned therein, the said deed of sale was Registered on 23.04.1982 and recorded in Book No. I, Volume No. 128, Pages from 287 to 296, Being Deed No.5039 at the office of the District Registrar at Alipore, Thus Smt. Bharati Bondopadhyaya, wife of Sri Sunil Kumar Bondopadhyaya became the absolute owner of the undivided 1/2 share of the land, hereditaments and premises being the Municipal premises No. 60, Banerjee Para Lane, P.S. Kasba, Kolkata-700031 and the proportionate undivided share of the building or structure standing thereon and is exercising her right as co-owners in respect of the half share in the aforesaid premises.

**AND WHEREAS** Sri Jitendra Nath Bondopadhyaya, the son of late Purna Chandra Bondopadhyaya, inherited 1/4<sup>th</sup> share in the Municipal premises No. 60, Banerjee Para Lane , P.S. Kasba, Kolkata- 700031 including the land and building standing thereon according to Hindu Succession Act, after the demise of his father and began to possess the same as co-sharers of the property. ~

**AND WHEREAS** said Sri Sunil Kumar Bondopadhyaya, the son of late Panchanon Bondopadhyaya, has stepped into the shoes of his deceased father viz. Panchanon Bondopadhyaya in 1/4<sup>th</sup> undivided share in Municipal premises Ho. 60, Banerjee Para Lane, P.S. Kasba, Kolkata- 700031 being the sole heirs and legal representatives of the said deceased Panchanon Bondopadhyaya and began to possess his undivided 1/4<sup>th</sup> share and also by paying Municipal Taxes and other out goings and effecting repairs proportionately.

**AND WHEREAS** in the aforesaid manner said Sri Jitendra Nath Bondopadhyaya became the owner of undivided 1/4<sup>th</sup> share, Sri Sunil Kumar Bondopadhyaya became the owner of undivided 1/4<sup>th</sup> share and Smt. Bharati Bondopadhyaya became the owner of undivided 1/2 share of Municipal premises No. 60, Banerjee Para Lane, P.S. Kasba, Kolkata- 700031.

**AND WHEREAS** the said Sri Jitendra Nath Bondopadhyaya, Sri Sunil Kumar Bondopadhyaya and Smt. Bharati Bondopadhyaya became the joint owners of the aforesaid property lying and situate at Mouza Dhakuria, J.L. No.18, Touji No.230/233, comprised in Dag No.516, appertaining to Khatian No.528, Being Municipal premises No. 60, Banerjee Para Lane, under Police Station –Kasba, now lying within the limits of

Kolkata Municipal Corporation Ward No.91, Kolkata-700031, Sub Registry Office Sealdah in the District of South 24-Parganas.

**AND WHEREAS** thereafter for their better use and enjoyment amicably partitioned the entire land lying and situated at Being Municipal premises No. 60, Banerjee Para Lane, under Police Station-Kasba, now lying within the limits of Kolkata Municipal Corporation Ward No.91, Kolkata-700031 by a Deed of Partition which was duly registered on 01.06.1982 and recorded in the office of the District Sub Registrar at Alipore, vide Book No. I, Volume No.182, Pages from 33 to 45, Being No. 7077 for the year 1982.

**AND WHEREAS** due to some correction and modification of the said partition Deed a Deed of Rectification was registered on 24.08.1983 and recorded in the office of the Registrar of Assurances at Calcutta, vide Book No. I, Being No. 8547 for the year 1983.

**AND WHEREAS** by virtue of the said Deed of Rectification said Sri Jitendra Nath Bondopadhyaya the party of the First Part was allotted a plot of land measuring more or less 02 (Two) Cottahs 9.950 Chittaks marked as LOT-A and demarcated by BLACK colour in the plan of said Deed of Rectification lying and situate at Mouza Dhakuria, J.L. No.18, Touji No.230/233, comprised in Dag No.516, appertaining to Khatian No.528, Being Municipal premises No.60, Banerjee Para Lane, under Police Station-Kasba, now lying within the limits of Kolkata Municipal Corporation Ward No.91, Kolkata-700031, Sub Registry Office Sealdah in the District of South 24-Parganas, more fully described in the Schedule therein with exclusive rights of Ownership thereto.

**AND WHEREAS** by virtue of said Deed of Rectification said Sri Sunil Kumar Bondopadhyaya the party of the Second Part of the said Partition Deed was allotted a plot of land measuring more or less 02 (Two) Cottahs 11.453 Chittaks marked as LOT-C and demarcated by GREEN colour in the plan of said Deed of Rectification lying and situate at Mouza Dhakuria, J.L. No.18, Touji No.230/233, comprised in Dag No.516, appertaining to Khatian No.528, Being Municipal premises No.60, Banerjee Para Lane, under Police Station-Kasba, now lying within the limits of Kolkata Municipal Corporation Ward No.91, Kolkata-700031, Sub Registry Office Sealdah in the District of South 24-Parganas, more fully described in the Part-I of First Schedule herein with exclusive rights of Ownership thereto.

**AND WHEREAS** by virtue of the said Deed of Rectification said Smt. Bharati Bondopadhyaya the party of the Third Part of the said Deed of Rectification was allotted a plot of land measuring more or less 04(four) Cottahs 13.487 Chittaks marked as LOT-B

and demarcated by Violet colour in the plan of said Deed of Rectification lying and situate at Mouza Dhakuria, J.L. No.18, Touji No.230/233, comprised in Dag No.516, appertaining to Khatian No.528, Being Municipal premises No.60, Banerjee Para Lane, under Police Station-Kasba, now lying within the limits of Kolkata Municipal Corporation Ward No.91, Kolkata-700031, Sub Registry Office Sealdah in the District of South 24-Parganas, more fully described in the Part-II of First Schedule herein therein with exclusive rights of Ownership thereto.

**AND WHEREAS** while seized and possessed the aforesaid land measuring more or less 02 (Two) Cottahs 11.453 Chittaks lying and situate at Mouza Dhakuria, J.L. No.18, Touji No.230/233, comprised in Dag No.516, appertaining to Khatian No.528, under Police Station-Kasba, now lying within the limits of Kolkata Municipal Corporation Ward No.91, Kolkata-700031, Sub Registry Office Sealdah in the District of South 24-Parganas said Sri Sunil Kumar Bondopadhyaya mutated his name in the records of the Kolkata Municipal Corporation and renumbered as 60, Banerjee Para Lane, Being Assessee No.21-091-02-0209-1 and paying the necessary rates, taxes etc. regularly.

**AND WHEREAS** while seized and possessed the aforesaid land measuring more or less 04(four) Cottahs 13.487 Chittaks lying and situate at Mouza Dhakuria, J.L. No.18, Touji No.230/233, comprised in Dag No.516, appertaining to Khatian No.528, under Police Station-Kasba, now lying within the limits of Kolkata Municipal Corporation Ward No.91, Kolkata-700031, Sub Registry Office Sealdah in the District of South 24-Parganas said Smt. Bharati Bondopadhyaya mutated his name in the records of the Kolkata Municipal Corporation and renumbered as 60/1A, Banerjee Para Lane, Being Assessee No.21-091-02-0102-5 and paying the necessary rates, taxes etc. regularly.

**AND WHEREAS** the Owners herein jointly expressed their desire to develop their property after amalgamation of aforesaid plots of land, which is more fully described in the **First Schedule** hereunder written by constructing a G+IV storied building at the said land as per building Plan to be sanctioned by the Kolkata Municipal Corporation with the help of a DEVELOPER.

**AND WHEREAS** due to various reasons and lack of experience the Owners herein approached the DEVELOPER to make construction of a G+IV storied building at the said land as per building Plan to be sanctioned by the Kolkata Municipal Corporation under the maximum height permissible by the Kolkata Municipal Corporation and/or permitted in accordance with Law.

AND WHEREAS the DEVELOPER herein satisfied that according to present building rule of the Kolkata Municipal Corporation sanction of multistoried building be feasible.

AND WHEREAS the DEVELOPER have agreed to prepare a suitable building plan for economic utilization of the total available F.A.R. on the said property i.e. the First Schedule property for and on behalf of the Owners and after approval of such building plan by the Owner submit the same for sanction by the Kolkata Municipal Corporation on name and account of the Owners and further that all costs and incidentals shall be borne by the DEVELOPER.

AND WHEREAS in this agreement the term or expression used shall unless to be contrary or repugnant to the subject or context have the meaning as assigned to them hereunder:-

1. OWNERS: shall always mean 1) **SRI SUNIL KUMAR BANERJEE alias SRI SUNIL KUMAR BANDOPADHYAY alias SRI SUNIL KUMAR BONDOPADHYAYA (PAN-AXJPB8820D) (AADHAAR NO. 5815 9627 9881)** son of Late Panchanan Bandopadhyay, by occupation –Retired, by faith - Hindu, by Nationality Indian, residing at 60/1A, Banerjee Para Lane, P.S.– Kasba, P.O.-Dhakuria, Kolkata 700031 and (2) **SMT. BHARATI BANDOPADHYAY alias SMT. BHARATI BONDOPADHYAYA (PAN-AYDPB5555G) (AADHAAR NO. 5681 9892 1435)** wife of Sri Sunil Kumar Bandopadhyay, by occupation –Retired, by faith - Hindu, by Nationality Indian, residing at 60/1A, Banerjee Para Lane, P.S.– Kasba, P.O.-Dhakuria, Kolkata 700031.
2. DEVELOPER: shall mean **SRI BABU ADHIKARY(PAN- AIMPA6565A) (AADHAR NO. 6781 8655 8200)** son of Late Premananda Adhikary, by faith-Hindu, by Nationality – Indian, by occupation – Business, residing at 74/D, Rahim Ostagar Road, under Police Station - Lake, Post office- Jodhpur Park, Kolkata- 700 045.
3. PREMISES: shall mean all that a) **Premises No.60, Banerjee Para Lane**, being Assessee No. 21-091-02-0209-1, under Police Station –Kasba, now within the limits of Kolkata Municipal Corporation Ward No. 091, Kolkata-700031 and b) **Premises No.60/1A, Banerjee Para Lane**, being Assessee No. 21-091-02-0102-5, under Police Station –Kasba, now within the limits of Kolkata Municipal Corporation Ward No. 091, Kolkata – 700 031, Sub-Registry/A.D.S.R. Office at Sealdah, District 24 Parganas (South).
4. THE LAND: shall mean a) ALL THAT piece and parcel of land measuring more or less 02 (Two) Cottahs 11.453 Chittaks together with building at **Premises No.60, Banerjee Para Lane**, being Assessee No. 21-091-02-0209-1, under Police Station –Kasba, Kolkata

Municipal Corporation Ward No. 091, Kolkata – 700 031 and b) **ALL THAT** piece and parcel of land measuring 04(four) Cottahs 13.487 Chittaks together with building at **Premises No.60/1A, Banerjee Para Lane**, being Assessee No. 21-091-02-0102-5 Sub Registry Office Sealdah in the District of South 24-Parganas which are to be amalgamated more fully described in the **First Schedule** hereunder written.

5. **BUILDING** : shall mean structure or superstructure intended to be constructed on the said property to be amalgamated and shall include meter space, pump spaces, reservoir, open and covered spaces intended for the enjoyment of the occupants of the said building including all its easement, appurtenants and appendages.
6. **BUILDING PLAN**: shall mean the plan of proposed G+IV Storied building which shall be prepared by the DEVELOPER in the name of the Owners and duly signed by them and sanction to be obtained by the DEVELOPER from the K.M.C. and shall include any alteration, modification, revision in accordance with the building rules of the K.M.C.
7. **COMMON FACILITIES** : shall include all lift, lift room, passages, ways, stairways, corridors, lobbies, shafts, gates, rainwater pipes, sewerage and drainage pipe lines, underground water fittings, fixtures, manholes, pit, roof, terrace, water connection and pipe lines, overhead and underground reservoir, pipe lines, motor pump, fences and boundary wall, courtyard, CESE supply, electric connection and electrical supply to common areas and fittings, fixtures, entire exterior walls, boundary walls, garbage vat, common driveways and other facilities whatsoever required for the establishment of location, enjoyment, provisions, maintenance and management of the affairs of the said building in the said premises.
8. **UNITS**: shall mean the independent and self contained flats, car parking space/s and other constructed space in the building of the said property capable of being exclusively held or occupied by a person.
9. **UNITS OWNER**: shall mean any person or company who acquires, holds any unit/ flat in the new building and shall include of the building.
10. **CAR PARKING SPACE**: shall mean space or portion of the ground floor of the building and also spaces in the open compound and the ground level of the premises as expressed or intended by DEVELOPER for parking of motor cars not exceeding the medium sized motor car.

11. **SUPER BUILT UP AREA:** according to the context shall in relation to the said unit or any other unit in the building mean and include the covered/ plinth/ built up area of such unit and include the thickness of the external and internal walls thereof and columns therein PROVIDED THAT if any wall or column be common between two units, then half of the area under such wall or column shall be included in the area of each unit and shall also to be included in the area of each unit proportionate share of the area of the common area and installations and proportionate share of the ultimate roof of the building.
12. **OWNERS' ALLOCATION:** On completion of the proposed G+IV Storied building the Owners shall be entitled to get 50% of the GROUND Floor i.e. having 1150 square feet garage space approximately out of total 2300 square feet approximately, ENTIRE FIRST having 2500 square feet approximately and TOP Floor having 2500 square feet approximately together with undivided imparible proportionate share of land to be amalgamated having its Municipal Premises No.60, Banerjee Para Lane and 60/1A, Banerjee Para Lane, Kolkata-700031, under P.S. Kasba, within the limits of K.M.C. Ward No. 91, more fully described in the **First Schedule** above with all common users in the said building as to be provided and also the nonrefundable amount of Rs.15,00,000/- (Rupees Fifteen Lac) only, out of which Rs.7,50,000/- (Rupees Seven lac fifty Thousand) only at the time of signing of this agreement i.e. Rs.2,50,000/- (Rupees Two lac fifty Thousand) only to owner No.1 and Rs.5,00,000/- (Rupees Five lac) only to the owner No.2 and balance Rs.7,50,000/- (Rupees Seven lac Fifty Thousand) only at the time of shifting after amalgamation and sanction of building plan i.e. Rs.2,50,000/- (Rupees Two lac fifty Thousand) only to owner No.1 and Rs.5,00,000/- (Rupees Five lac) only to the owner No.2.
13. **DEVELOPER'S ALLOCATION :** shall mean remaining portion of the new proposed G+IV Storied building (the flats/car parking space) including the common facilities and the proportionate open space or proportionate vacant land and all other common facilities, advantages including proportionate right upon the land underneath the structure absolutely belonging to the DEVELOPER after providing for the Owners' Allocation as aforesaid together with absolute right on the part of the DEVELOPER to enter into agreements for sale and/or to transfer, assign, lease or in any way deal with the same as the absolute owner thereof in the manner hereinafter provided but without in any way infringing the rights and interests of the Owners herein.

14. **ARCHITECT** : shall mean such person or persons confirming with all Municipal statutory provisions, rules, regulations and other statutory provisions who shall be appointed by the DEVELOPERS herein for designing and planning of the building also for supervision during construction of the building if so appointed by the DEVELOPER namely SRI MADHAB CHANDRA PAUL.

**ARTICLE – I : TITLE AND DECLARATIONS**

1. The Owners hereby declare that they have good and absolute right, title and interest to the said property without any claim of the right, title or interest of any other person or persons claiming through or under them. The DEVELOPER is satisfied upon investigation of title that the Owners have a good and marketable title free from all encumbrances and liabilities whatsoever to enter into any agreement with the DEVELOPER.
2. The Owners hereby undertake and assure the DEVELOPER that they shall be entitled to construct and complete the total building with all responsibilities as agreed between the parties and to retain and deal with the DEVELOPER'S Allocation therein without any interference from the owners or any other person/s, claiming through and under them or in trust for them.

**ARTICLE – II : ALLOCATION OF SHARES IN THE CONSTRUCTED BUILDING**

The Owners hereby declare that out of entire proposed building to be constructed on the land to be amalgamated which is mentioned in the **First Schedule**, as per sanction plan to be sanctioned plan, they will be allotted 50% of the GROUND Floor i.e. having 1150 square feet garage space approximately out of total 2300 square feet approximately, ENTIRE FIRST having 2500 square feet approximately and TOP Floor having 2500 square feet approximately together with undivided imparible proportionate share of land to be amalgamated having its Municipal Premises No.60, Banerjee Para Lane and 60/1A, Banerjee Para Lane, Kolkata-700031, under P.S. Kasba, within the limits of K.M.C. Ward No. 91, in the proposed building which is more fully described in the Owners' Allocation of this agreement in the lieu of consideration of their land together with proportionate right upon the land, staircase and landings.

**ARTICLE – III : EXPLORATION & DEVELOPMENT RIGHT**

The Owners hereby grant exclusive right to the DEVELOPER to built upon and explore the said property for the construction of the building and the DEVELOPER shall be

entitled to enter into common contract or agreement or sub-contract with any person, in any manner whatsoever and shall have right of assignment of this agreement with written consent from the owners. However, such common contract or sub-contract shall in no manner, whatsoever infringe or curtail the rights and interests of the Owners as enumerated herein. The owners herein shall have right to Veto on Sub-Contractor if found underqualified/incompetent.

#### ARTICLE – IV : DEVELOPER'S RIGHT

1. The Owners hereby grant right to the DEVELOPER to amalgamate, exchange, gift for the purpose of construction on the lands, construct, erect and build a (G+IV) storied building in the said premises in accordance with the building plan which to be sanctioned by the K.M.C. with or without any amendments and/or modifications thereto made or caused to be made by the DEVELOPER from the appropriate authority along with full responsibilities of this construction.
2. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the owners of the said premises or any part thereof to the DEVELOPER as creating any right, title or interest in respect thereof other than an exclusive license to the DEVELOPER to commercially explore the same in terms herein contained and to deal with the DEVELOPER'S Allocation in the newly built portion of the building in the manner hereinafter stated.

#### ARTICLE – V : CONSIDERATION

1. In consideration of the Owners having agreed to permit the DEVELOPER to commercially develop the said premises by construction, erecting and building in accordance with the plan to be sanctioned in the name of the Owners by the K.M.C. with such modification or alteration as may be required or be made by the DEVELOPER, the DEVELOPER has agreed to allocate to the owners their share of allocation on the said premises together with proportionate share in the common parts and facilities as will appear in **Second Schedule** (hereinafter called the Owners' Allocation).
2. The said Owners' Allocation shall be constructed, erected and completed with good durable and standard materials and shall contain all other amenities which are normally befitting with the standard height and area of the building and suitable for residential purpose and usually provided for in normal residential building of the same standard in all respect and in comparison to other units/ flats.

3. The Owners shall not be liable to pay or contribute to the DEVELOPER nor shall the DEVELOPER be entitled to call upon the owners to pay and contribute any amount whatsoever in the construction up to the completion neither of the building nor towards any cost of Owners' Allocation in any respect.

#### ARTICLE – VI : PROCEDURE

1. The Owners shall grant to the DEVELOPER a registered Development power of attorney as may be required for the purpose of obtaining all necessary permissions, amalgamation and approvals from different authorities in connection with the construction of the building and electricity connection and following up the matter with the K.M.C., and other authorities for the purpose of amendment or alteration or modification of the plan.
2. The Owners may sell and transfer the undivided proportionate share in the land comprised in the portion of the 'said premises after retaining for their undivided proportionate share in the land attributable to the said Owners' Allocation in favour of the DEVELOPER or its nominee or nominees shall require and for the purpose of sale and transfer the same all costs charges and expenses incurred in construction and completion of the Owners' Allocation stated in **Second Schedule** appended hereto shall be the total consideration. The said total consideration amount shall be apportioned amongst the flats/ units in whose favour the DEVELOPER shall sell and transfer the undivided proportionate share in the land comprised in the said premises. The proper deed of conveyance will be executed and registered upon payment of the full stamp duty in favour of the DEVELOPER or its nominee by the owners excluding Owners' portion.
3. In the event of any default or delay or refusal on the part of the owners in executing the deed of conveyance or transfer as the case may be without any justifiable reason or cause the DEVELOPER shall as constituted attorney of the owners be entitled to execute the deed of conveyance of transfer for and on behalf of the owners with prior notice to the owners and in each event completion of the flats/ units and in handing over the flats/ units, under the DEVELOPER'S Allocation of flats/ units.
4. The DEVELOPER will demolish the existing structure standing upon the said land described in the **First Schedule**. The DEVELOPER will enjoy the debris and salvages in respect of the aforesaid structure at desire with all right to enjoy the same by way of

selling the same. The cost of demolition of the existing structure standing upon the aforesaid property will be borne by the DEVELOPER.

#### ARTICLE – VII : POSSESSION AND CONSTRUCITONS

1. It has been agreed by and between the owners and the DEVELOPER to construct, erect and complete the said building in the said premises.
2. The owners on the day of sanction of the building plan shall make over and deliver khas possession of the said premises in their physical possession subject to the occupation and for the purpose of construction shall also allow the common areas and facilities to be used by the DEVELOPER.
3. The DEVELOPER shall be entitled to commence construction of the building intended to be constructed as per the sanction plan after obtaining the same from K.M.C.
4. Subject to the owners performing their part or obligation herein contained and performing and observing all other terms and conditions as are contained herein and on the part of the owners to be observed and performed, the DEVELOPER shall complete the entire building within a period of (Twenty four) months from the Sanction of the proposed building plan from the Kolkata Municipal Corporation, if any litigation of Court Cases, mutation, conversion in the K.M.C. in the name of the Owners of the **First Schedule** property does not arise or unless prevented by circumstances beyond their control or for any forces majeure. If the developer fails to complete the construction of the proposed building (Twenty four) months from the Sanction of the proposed building plan, the developer shall bound to compensate to the owners by paying a sum of Rs.10,000/- (Rupees Ten Thousand) only per month, after the aforesaid 24 months until delivery of owners allocation in the proposed building.
5. That upon completion of the proposed building the developer shall handover the owners' allocation to the owners in habitable condition before handover the developer's allocation to any buyer/s and shall hand over the Completion Certificate of the proposed building from the Kolkata Municipal Corporation.

#### ARTICLE – VIII : BUILDING

1. The DEVELOPER shall be authorized in the name of the owners in so far as is necessary to apply or the obtain temporary and permanent connections of water electricity,

power, drainage, sewerage and/or gas etc. the portion of new building and other inputs and facilities required for the construction or enjoyment of the portion of the building for which purpose, the owners shall execute in favour of the DEVELOPER a power of attorney and other authorities as shall be required by the DEVELOPER.

2. The DEVELOPER shall at its own costs and expenses and without creating any financial or other liability on the owners construct and complete the said building and various units/ flats and/or apartments therein in accordance with the sanctioned building plan and no amendment thereto or modification shall be made in the Owners' Allocation without the consent of the owners in writing.

#### ARTICLE – IX : DEVELOPER'S ALLOCATION

1. DEVELOPER shall be exclusively entitled to DEVELOPER'S Allocation with exclusive right to transfer or otherwise deal with or to dispose of the same without any right or claim therein made by the Owners.
2. The Owners shall execute any deed of conveyance in favour of either the DEVELOPER or its nominee or nominees, in such part or portion as shall be required by the DEVELOPER and the DEVELOPER shall join in the deed of conveyance or conveyances as confirming party and the conveyance deed shall be made accordingly.

#### ARTICLE – X : COMMON FACILITIES

1. As soon as the building on the said premises is completed and made fully and completely habitable for residential purpose. The DEVELOPER shall give written notice to the owner requiring him to take over the Owners' Allocation in the building and there being no dispute regarding the completion of the building in terms of this agreement and according to the specification and the Owners shall be exclusively responsible for payment of all municipal and property taxes, rates, duties and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as the "said rates") payable in respect of the Owners' Allocation the said rates to be apportioned in pro-rata with reference to the sellable space in the DEVELOPER'S Allocation. The owners shall have right to see if everything is done properly and if not in that case owners shall have right to ask the developer to make clear the defects.
2. The Owners and the DEVELOPER or person claiming through them shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned

authorities or otherwise as may be mutually agreed upon between the owner and the DEVELOPER and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charged and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of the party as the case may be consequent upon a default by the owners or the DEVELOPER in this behalf and the portions of each of the occupants/ occupiers would be apportioned before the K.M.C. by way of mutation and the tax levied by the K.M.C. will have to be paid accordingly.

#### ARTICLE – XI : COMMON RESTRICTIONS

The Owners' Allocation in the entire completed building shall be subject to the same restrictions on transfer and use as are applicable to the DEVELOPER'S Allocation in the new building attended for the common benefits of the occupiers of the entire completed building which shall include the following: -

1. The Owners and the DEVELOPER or its nominees shall not use or permit to use their respective allocations in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity not use the same for any purpose which may be any nuisance or hazard to the other occupiers of the new building.
2. No party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf and may be registered by way of apartments ownership act for maintenance of the building and other charges.
3. Both the parties shall abide by all laws, bye-laws, rules and regulations of the Government, 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.
4. The respective all times shall keep the interior and exterior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations of the building in good working condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach.

5. No goods or other items shall be kept by the owners or the DEVELOPER and no hindrance shall be caused in any manner in the free movement in the stair-ways, driveways and other places of common use in new building.
6. No party shall throw or accumulate any dirty or rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the building or in the compounds corridors or any other portion of the building.
7. The owners and the DEVELOPER or his nominees shall be entitled to use their respective allocations for the purpose of residence space only.

#### ARTICLE – XII : OWNERS' OBLIGATIONS

1. The Owners hereby agree and covenant with the DEVELOPER not to cause any interference or hindrance in the construction of the remaining portion of the said building provided that the DEVELOPER rightly performs its obligations and covenants stipulated hereunder as per plan.
2. The Owners hereby agree and covenant with the DEVELOPER not to do any act or deed or thing whereby the DEVELOPER may be prevented from amalgamating of land, selling, assigning and/or disposing of any of the DEVELOPER allocated portion in the building or at the said property. Provided the possession of the Owners' Allocated portion are delivered to their before possession of any portion of the DEVELOPER'S Allocated portion is delivered to any person.
3. The Owners hereby agree and covenants with the DEVELOPER not to let out, grant, lease, mortgage and/or charge the DEVELOPER'S allocation in the said premises provided however, nothing contained herein shall restrict the right of the owners to lease, transfer, mortgage, assign or charge the Owners' Allocation.
4. The Owners shall deliver all relevant papers after complete all the litigation in respect of the aforesaid property to the DEVELOPER before submitting the sanction plan to the K.M.C.
5. The owners shall liable to pay the entire dues tax before K.M.C. or any other authority and deliver the said up to date paid tax receipt/s to the developers before hand over the vacant possession of the land to the developers. If the developers pay the said dues taxes, in that case the owners shall bound to refund the said amount of taxes to the

developers before taking the owners allocation in the proposed building from the developers.

#### **ARTICLE – XIV : DEVELOPER'S OBLIGATIONS**

1. The DEVELOPER hereby agrees and covenants with the owner to start the construction of the building in accordance with the sanction plan and shall complete the entire construction work (Twenty four) months from the date of obtaining the sanction plan from The Kolkata Municipal Corporation after amalgamation of the lands from the Kolkata Municipal Corporation.
2. The DEVELOPER hereby agrees and covenant with the owner not to transfer and/or assign the benefits of this agreement or any portion thereof without the previous consents in writings of the owners. The developer shall be entitled to mortgage the same/encumber the same save and except for the purpose of selling residential flats/garage from developer's allocation of the fully constructed G+IV storied residential building.
3. The DEVELOPER hereby agrees and covenants with the owners not to violate or contravene any of the statutory provisions or rules or regulations or notification applicable for construction of the said building and hereby agrees and undertakes to hold the owners indemnified against all acts, contraventions and deviation of DEVELOPER.
4. The DEVELOPER hereby agrees and covenants with the owners not to do any act, deed or thing whereby the owners are prevented from enjoying selling, assigning and/or disposing of any of the owners' allocation in the building at the said premises.
5. The DEVELOPER shall liable to handover the owners' allocation along with completion certificate of K.M.C. of its own responsibility within the stipulated period mentioned above.
6. The DEVELOPER shall arrange the alternative accommodation to the Owners for their shifting and the developer shall pay per month as rent consisting of 3 BHK Flat to such alternative accommodation along with the transport charges of households until delivery of the owners' allocation in the newly proposed G+IV Storied Building.

ARTICLE – XV : OWNERS' INDEMNITY

The Owners hereby undertake that the DEVELOPER shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbances provided the DEVELOPER performs and fulfills all the terms, conditions and obligations herein contained and/or on their part to be observed and performed.

ARTICLE – XVI : DEVELOPER'S INDEMNITY

1. The DEVELOPER hereby undertakes to keep the owners indemnified against all third party claims and actions arising out of any sort of act or commission or omission of the DEVELOPER in or related to the construction of the said building
2. The DEVELOPER hereby undertakes to keep the owners indemnified against all actions suits costs proceedings and claims that may arise out of the DEVELOPER'S actions 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 therein.
3. If during the course of construction, any persons or adjacent neighbors shall take any action in respect of the construction of the said building then in that event, the DEVELOPER shall be liable to its own costs for defending such legal actions or proceeding and shall also be liable to pay the costs which may become payable in respect of such proceedings and for the aforesaid purpose of the DEVELOPER hereby agree to indemnify and keep the owner indemnified at all times against all suits actions proceedings costs charges and expenses in respect thereof.
4. The DEVELOPER shall arrange one electric meter for common purpose of the proposed building at its own cost and expenses.

ARTICLE – XVII : MISCELLANEOUS

1. The Owners and the DEVELOPER have entered into this agreement for development purely as contract and nothing contained herein shall be deemed to construe as partnership between the DEVELOPER and the owners and the parties hereto shall not constitute as an association of persons.
2. It is understood that from time to time to facilitate the construction of the remaining portion of the building by the DEVELOPER various deeds, matters and things not herein specified may be required to be done by the DEVELOPER may need the authority of the

owners and various applications and other documents may be required to be signed or made by the owners' relative/ relatives which specified provisions may not have been mentioned herein, the owners hereby undertakes to do all such lawful acts, deeds, matters and the owners shall execute any such additional power of attorney and/or authorization as may be required by the DEVELOPER for the said lawful purpose and the owners also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the owners and/or against the spirit of the agreement or violation of contravenes any statutory provisions, rules, regulations. Any notice required to be given by the DEVELOPER shall without prejudice to any other mode or service available be deemed to have been served on the owners if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due and shall likewise be deemed to have been served on the DEVELOPER if delivered by hand or sent by prepaid registered post to the registered office of the DEVELOPER at its recorded address.

3. The DEVELOPER and the owners shall mutually frame scheme under the existing statutory rules, regulations and customers for the management and administration of the said building or buildings and/or common parts thereof. The Owners and the DEVELOPER hereby agree to abide by all the rules and regulations of such management/ society/ association/ holding organization and hereby give their consent to abide by the same.
4. All materials, debris arising or accruing consequent to the demolition work to be done during construction of the said building shall belong to the DEVELOPER and the recovery cost for such demolition shall be borne by the DEVELOPER.
5. The original title deeds of the property mentioned in the First schedule mentioned in Part-I and Part-II shall be kept with the developer until disposal or sell of the developer's allocation in the proposed G+IV Storied building. After the disposal of the same the developer shall handover the all deeds, sanction building plan/s to the owners herein.

#### ARTICLE – XVIII : FORCE MAJURE CLAUSE

The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of force majeure and shall be suspended from the obligations during duration of the force majeure.



FIRST SCHEDULE ABOVE REFERRED TO**PART-I**

**ALL THAT** piece and parcel of land measuring more or less 02 (Two) Cottahs 11.453 Chittaks together with building at **Premises No.60, Banerjee Para Lane**, being Assessee No. 21-091-02-0209-1, under Police Station –Kasba, Kolkata Municipal Corporation Ward No. 091, Kolkata – 700 031 together with all easement right of road adjacent of the said land, being butted and bounded in the manner as follows:-

On the North : By Premises No. 60/1A, Banerjee Para Lane.  
 On the South : By Banerjee Para Lane.  
 On the East : By Premises No. 61, Banerjee Para Lane.  
 On the West : By 8 feet wide common passage.

**PART-II**

**ALL THAT** piece and parcel of land measuring 04(four) Cottahs 13.487 Chittaks together with building at **Premises No.60/1A, Banerjee Para Lane**, being Assessee No. 21-091-02-0102-5 together with all easement right of road adjacent of the said land, being butted and bounded in the manner as follows:-

On the North : By Premises No. 58A, Banerjee Para Lane.  
 On the South : By Premises No. 60, Banerjee Para Lane.  
 On the East : By Premises No. 61, Banerjee Para Lane.  
 On the West : By Premises No.60/1B, Banerjee Para Lane.

SECOND SCHEDULE ABOVE REFERRED TO

(Owners' Allocation)

After completion of G+IV storied building owners The Owners hereby declare that out of entire building as per sanction plan to be sanctioned of the proposed building on the land to be amalgamated they will be allotted 50% of the GROUND Floor i.e. having 1150 square feet garage space approximately out of total 2300 square feet approximately, ENTIRE FIRST having 2500 square feet approximately and TOP Floor having 2500 square feet approximately together with undivided imitable proportionate share of land to be amalgamated having its Municipal Premises No.60, Banerjee Para Lane and 60/1A, Banerjee Para Lane, Kolkata-700031, under P.S. Kasba, within the limits of K.M.C. Ward No. 91, more fully described in the **First Schedule** above with all common users in the

said building as to be provided and in the proposed building which is more fully described in the Owners' Allocation of this agreement in the lieu of consideration of their land together with proportionate right upon the land, staircase and landings in the proposed building which is more fully described in the Owners' Allocation of this agreement in the lieu of consideration of their land together with proportionate right upon the land, staircase and landings. Along with a nonrefundable amount of Rs.15,00,000/- (Rupees Fifteen Lac) only.

THIRD SCHEDULE ABOVE REFERRED TO

(DEVELOPERS's Allocation)

**ALL THAT** shall mean remaining portion of the proposed building (save and except the Owners' Allocation mentioned above) including the common facilities and the proportionate open space or proportionate vacant land and all other common facilities, advantages including proportionate right upon the land underneath the structure absolutely belonged to the DEVELOPERS together with undivided proportionate share of land underneath the same which is mentioned in the First Schedule herein.

SPECIFICATION OF THE PROPOSED BUILDING

(Specification of works and materials to be used in the said proposed building)

The Building shall be R.C.C. framed structure as per design of the Engineer/Architect engaged by the DEVELOPER namely MR. MADHAB CHANDRA PAUL and sanctioned by the Kolkata Municipal Corporation Building Department.

**BRICK WALLS:** All external walls would be 200 mm. Thick bricks of approved quality CM. (1:6) where necessary. Partition wall must be 5 inch in owners' allocation with No.1 picked brick.

**PLASTERING:** The outside of the building wall will have plastered  $\frac{1}{2}$ " thick (average) on the other hand the inside of the walls and ceiling plaster will be  $\frac{1}{2}$ " thick average plastering will be done 1:6 and 1:4 (ceiling).

**FLOORING:** All the flooring will be Marble/Partex decided later. The toilet W.C. and stair case of the building will be Marble flooring and all the skirting height will be 100 mm. from the stair steps to finish.

**WINDOWS:** All the windows will be made by aluminum heavy duty with Grill protected in owners' allocation.

**KITCHEN:** One kitchen platform will be provided in the kitchen room it will be Granite with dado up to 4'-0" height above the kitchen platform at the wall, skirting would be provided upon 125mm. height from the floor level, Wash basin and tap hot water line will be provided in the kitchen, Sink with drain board and arrangement of hot water in owners' allocation.

**TOILET:** Commode with Jet under seat with flash (Parryware/ Cera), one tap water point, one hand shower point, one mixture, one geyser point will be provided in the toilet. In the toilet floor will be Marble/Partex provided up to 6'-0" height from the floor level by tiles. The water pipe line will be concealed inside the toilet in owners' allocation.

**SANITARY AND PLUMBING WORK:** Standard sanitary fixtures (Parryware/Cera) and P.V.C. pipes of Supreme will be provided in the kitchen and toilet septic tank will be done according to its partition at ground floor. All soil pipe will be P.V.C. 100 dia, provision for Rain water harvesting and waste water line and kitchen pipe will be of P.V.C. In the cases of kitchen and toilet and internal layer of the water line will be of P.V.C. Heavy duty Taps/Shower in owners' allocation.

**STAIR CASE:** (a) Stair case room will be provided with aluminum window with grills for light and ventilation, (b) in the ground floor provisions for one cabin for installation of Electricity meters and water pump motor will be made. Handrail shall be provided in the stair.

**ROOF:** (a) 3'-0" height parapet wall will be and (b) suitable P.V.C. rain water pipe will be provided for proper drainage of water from roof slab. Flooring shall be made by floor tiles, and treated with water proof chemicals, earthen glass and flooring.

**WATER SUPPLY:** (a) Overhead reservoir shall be Brickwork and R.C.C. to be as per discussion and Underground reservoir will be provided for water supply suitable electrical pump with motor (1 H.P.) will be provided at ground floor to deliver the water up to over head reservoir from the underground water reservoir and thence for distribution to the flats in the construction.

**DOOR:****1. MAIN ENTRANCE DOOR:-**

- a) Frame Siliguri Sal with Flash door with polished finished in owners' allocation.
- b) Suitable Doors for Kitchen and bathroom in owners' allocation.
- c) 8" long tower bolt from inside of the door will be fixed.
- d) Telescopic peep-hole will be provided on the door (main door only).
- e) Godrej Lock will be provided for locking the door.
- f) Door stoppers will be provided.

2. **OTHER DOORS:** (1) All the internal doors will be flash type, Suitable Doors for Kitchen and bathroom. Ply with the pasted both sides of doors. (2) Aluminum tower bolt 6" long will be fixed from inside of all doors one for each door, (3) Door stoppers one for each door in owners' allocation.

**ELECTRIFICATION:-** (a) All the internal wiring will be concealed in polythene conduct and all the wires will be of copper, (b) one fan point, two light point, one A.C. point, one telephone point and a plug point will be provided in the cases of bed room, (c) In the case of drawing and dining room 2 light point, one fan point, one plug point and one cable point will be provided, (d) in the kitchen and toilet one light point, one exhaust, one geyser point and two plug point will be provided and one light point will be provided in the balcony area. All wires to be made of Havells. Earth wire-P.V.C. 1 m.m. copper at least two separate earthing in Ground. Light, fan, 5 amp. Plug-P.V.C. 1.5 m.m. Copper, A.C., Geyser power plug 15 amp. And 2.5 m.m. copper wire. All switches shall be modular havels in owners' allocation.

**COLOURING OF BUILDING:** The building will be painted externally with weather coat (ICI brand) Paint. Inside of the building Flat walls will be plaster of Paris/Putty on the surface of the wall plaster. All grills will be painting by colour.

**LIFT:** Capacity of six passengers lift will be provided with one year maintenance cost borne by the developer.

IN WITNESS WHEREOF the Parties hereto put their respective hands and seals and signature on the day month and year first above written.

**SIGNED, SEALED & DELIVERED**

at Kolkata in the presence of:

1. *b.dh*  
Alipore police Court  
No.1-29
2. *Indranil Bandopadhyay*  
SON OF  
SUNIL KR. BANDOPADHYAY  
60/1A BANERJEE PARA LANE  
KOLKATA - 700031

*Bandopadhyay*  
SUNIL KR. BANDOPADHYAY

*Bhanti Bandopadhyay*  
Signature of the Owners

*Babu Adhikary*

(BABU ADHIKARY)  
Signature of the Developer

Prepared by me:

*b.dh.*

Advocate,  
(BAPI DAS)  
Alipore Police court, Kol - 27.  
ENROLMENT NO. WB-613/2001

MEMO OF CONSIDERATION

RECEIVED from the Developer the sum of **Rs.7,50,000/- (Rupees Seven Lac fifty thousand)** only out of which agreed nonrefundable amount of **Rs.15,00,000/- (Rupees Fifteen Lacs)** only in the following manner.

1. Rs.2,50,000/- (Rupees Two Lacs fifty Thousand) only by Cheque No. 750287  
Dated 23.12.22 drawn on I.O.B Branch Dhakuria  
to Sri Sunil kumar Bandopadhyay the owner No.1.
2. Rs.5,00,000/- (Rupees Five Lacs) only by Cheque No. Dated 750288 of 23.12.22  
drawn on I.O.B Branch Dhakuria  
to Smt. Bharati Bandopadhyay the owner No.2.

(Rupees Seven Lac fifty thousand) only.

WITNESSES:

1. Sunil

Sunil Kumar Bandopadhyay  
SUNIL K. BANDOPADHYAY

2. Smt. Bharati Bandopadhyay

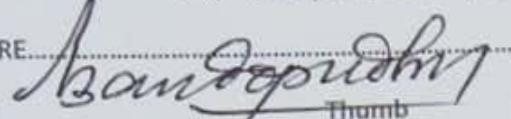
Bharati Bandopadhyay

Signature of the Owners

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|  | RIGHT<br>HAND |  |  |  |  |  |

NAME SUNIL KR. BANDOPADHYAY

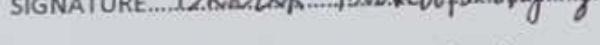
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|  | RIGHT<br>HAND |  |  |  |  |  |

NAME BHARATI BANDOPADHYAY

SIGNATURE.....



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|--|---------------|---|---|--|---|---|
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NAME

SIGNATURE.....



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NAME BAPI DAS

SIGNATURE 

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NAME

SIGNATURE

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NAME

SIGNATURE



ভাৰত সরকাৰ  
GOVERNMENT OF INDIA



মনোনীত পৰিচয়

Sunil Kumar Bandopadhyay

Father: PANCHANDON BANDOPADHYAY

1947 Year of Birth: 1947

Male

5815 9627 9881



সাধাৰণ মানুষেৰ অধিকাৰ

ভাৰতীয় বিশিষ্ট পৰিচয় প্রাপ্তিকৰণ  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

১৯৪৭ সনৰ ১৫ জুন ১৯৪৭  
পুরুষ, মুকুট, কেন্দ্ৰীয় প্ৰযোগ  
জৰুৰী

Address: 60/1A, BANERJEE  
PARA LANE, DHAKURIA  
Dhakuria S.O. Dhakuria,  
Kolkata, West Bengal  
700031

1947  
1900 182 1947

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Bengaluru-560 001



ভাৰত সরকাৰ  
GOVERNMENT OF INDIA

ভাৰতীয় বিশিষ্ট  
Bharati Bandopadhyay  
পুত্ৰ, মহিলা  
Father: PROVASH KUNDU

১৯৪৩/Year of Birth: 1943  
মহিলা/Female

5681 9892 1435



আধাৰ সাধাৱণ মানুষেৰ অধিকাৰ

ভাৰতীয় বিশিষ্ট পৰিচয় প্রাধিকৰণ  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

বিভাগ, ৪০১/৪, বানেজি পারা দেৱ  
দক্ষিণ পুরুলিয়া, কলকাতা, পশ্চিম  
৭০০০৩১

Address: 60/1A, BANERJEE  
PARA LANE, DHAKURIA,  
Dhakuria S.O, Dhakuria,  
Kolkata, West Bengal,  
700031

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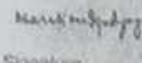
help@uidai.gov.in

www.uidai.gov.in

P.O. Box No.1947,  
Bangalore-560 001

आयकर विभाग  
INCOME TAX DEPARTMENT  
BHARATI BANDOPADHYAY  
PROVASH KUNDU  
23/10/1943

Permanent Account Number  
AYDPB5555G

  
Signature

भारत सरकार  
GOVT. OF INDIA



*In case this card is lost / found, kindly inform / return to:*  
Income Tax PAN Services Unit, UTITSI,  
Plot No. 2, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.

*यदि यह कार्ड लost / found, कृपया इसका ज्ञान करें / वापस दें :*  
इनकम टैक्स पैन सेवा इकाई, उत्तीर्ण एकाउंटिंग इनिशियाल,  
प्लॉट नं. 2, सेक्टर 11, CBD बेलपुर,  
नवी मुंबई - 400 614.

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SUNIL KUMAR BANDOPADHYAY  
PANCHANON BANDOPADHYAY

10/01/1945

Permanent Account Number

AXJPB8820D

Signature

100

202

In case this card is lost / found, kindly inform / return to :  
Income Tax PAN Services Unit, LTTINL  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.

इस कार्ड के लाले/पासे पर कृष्ण मुखिय कर्ण/लोटापै :  
आवाकर येवं सामान्यापै, तरी अपैक्षी दूष पै,  
प्राप्तापै, ३, साप्तर वा, सोरोजी असामापै,  
कर्णी यापै-५०० दूष।

ভারতের নির্বাচন কমিশন  
পরিচয় পত্র  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD

KNH6583660



নির্বাচকের নাম : বপি ডাস

Elector's Name : Bapi Das

পিতার নাম : সুনীল ডাস

Father's Name : Sunil Das

লিঙ্গ/Sex : পুরুষ / M

জন্ম তারিখ : 24/11/1974

Date of Birth

### Major Information of the Deed

|  |  |   |            |
|--|--|---|------------|
| Deed No :  | I-1603-00196/2023  | Date of Registration  | 05/01/2023 |
| Query No / Year  | 1603-2003604086/2022   | Office where deed is registered                             |            |
| Query Date   | 21/12/2022 5:04:08 PM  | D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas |            |
| Applicant Name, Address & Other Details                      | Bapi Das<br>Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9836980696, Status : Advocate |   |            |
| Transaction  | Additional Transaction   |   |            |
| [0110] Sale, Development Agreement or Construction agreement | [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 7,50,000/-]             |   |            |
| Set Forth value  | Market Value   |   |            |
| Stampduty Paid(SD)   | Rs. 3,21,41,237/-  |   |            |
| Rs. 75,021/- (Article:48(g))                                 | Registration Fee Paid  |   |            |
| Rs. 7,553/- (Article:E, E, B)                                |  |   |            |
| Remarks  | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip. (Urban area)  |   |            |
| Query No / Year  | 1603-2003604086/2022   | Office where deed is registered                             |            |

#### Land Details :

District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Banerjee Para Lane, Premises No: 60, Ward No: 091 Pin Code : 700031

| 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                 | 2 Katha<br>11.453<br>Chatak |                         | 1,11,78,691/-         | Property is on Road |

District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Banerjee Para Lane, Premises No: 60/1A, Ward No: 091 Pin Code : 700031

| Sch No        | Plot Number | Khatian Number | Land Use Proposed ROR | Area of Land                | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details                  |
|---------------|-------------|----------------|-----------------------|-----------------------------|-------------------------|-----------------------|--------------------------------|
| L2            | (RS :-)     |                | Bastu                 | 4 Katha<br>13.487<br>Chatak |                         | 1,89,37,546/-         | Width of Approach Road: 8 Ft., |
| Grand Total : |             |                |                       | 12.4719Dec                  | 0/-                     | 301,16,237/-          |                                |

#### Structure Details :

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |
|--------|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1     | On Land L1, L2    | 3000 Sq Ft.       | 0/-                     | 20,25,000/-           | Structure Type: Structure |

Gr. Floor, Area of floor : 1500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0 Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor : 1500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0 Year, Roof Type: Pucca, Extent of Completion: Complete

|  |         |            |     |              |  |
|--|---------|------------|-----|--------------|--|
|  | Total : | 3000 sq ft | 0/- | 20,25,000 /- |  |
|--|---------|------------|-----|--------------|--|

**Land Lord Details :**

| Sl No | Name,Address,Photo,Finger print and Signature  |
|-------|--|
| 1     | <b>Mr SUNIL KUMAR BANDOPADHYAY, (Alias: Mr SUNIL KUMAR BANERJEE)</b><br>Son of Late PANCHANON BANDOPADHYAY60/1A, BANERJEE PARA LANE, City:- , P.O:- DHAKURIA, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: AXxxxxxx0D, Aadhaar No: 58xxxxxxxx9881, Status :Individual, Executed by: Self, Date of Execution: 23/12/2022 , Admitted by: Self, Date of Admission: 23/12/2022 ,Place : Pvt. Residence Executed by: Self, Date of Execution: 23/12/2022 , Admitted by: Self, Date of Admission: 23/12/2022 ,Place : Pvt. Residence   |
| 2     | <b>Mrs BHARATI BANDOPADHYAY, (Alias: Mrs BHARATI BONDOPADHYAYA)</b><br>Wife of Mr SUNIL KUMAR BANDOPADHYAY60/1A, BANERJEE PARA LANE, City:- , P.O:- DHAKURIA, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031 Sex: Female, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: AYxxxxxx5G, Aadhaar No: 56xxxxxxxx1435, Status :Individual, Executed by: Self, Date of Execution: 23/12/2022 , Admitted by: Self, Date of Admission: 23/12/2022 ,Place : Pvt. Residence Executed by: Self, Date of Execution: 23/12/2022 , Admitted by: Self, Date of Admission: 23/12/2022 ,Place : Pvt. Residence |

**Developer Details :**

| Sl No | Name,Address,Photo,Finger print and Signature   |
|-------|---|
| 1     | <b>Mr BABU ADHIKARY (Presentant )</b><br>Son of Late PREMANANDA ADHIKARY 74/D, RAHIM OSTAGAR ROAD, City:- , P.O:- JODHPUR PARK, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700045 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: Alxxxxxx5A, Aadhaar No: 67xxxxxxxx8200, Status :Individual, Executed by: Self, Date of Execution: 23/12/2022 , Admitted by: Self, Date of Admission: 23/12/2022 ,Place : Pvt. Residence |

**Identifier Details :**

| Name   | Photo | Finger Print | Signature |
|--|-------|--------------|-----------|
| <b>Mr BAPI DAS</b><br>Son of Late SUNIL DAS<br>ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027 |       |              |           |
| Identifier Of Mr. SUNIL KUMAR BANDOPADHYAY, Mrs BHARATI BANDOPADHYAY, Mr BABU ADHIKARY   |       |              |           |

**Transfer of property for L1**

| Sl.No | From                           | To. with area (Name-Area)    |
|-------|--------------------------------|------------------------------|
| 1     | Mr SUNIL KUMAR<br>BANDOPADHYAY | Mr BABU ADHIKARY-2.24055 Dec |
| 2     | Mrs BHARATI<br>BANDOPADHYAY    | Mr BABU ADHIKARY-2.24055 Dec |

**Transfer of property for L2**

| Sl.No | From                           | To. with area (Name-Area)    |
|-------|--------------------------------|------------------------------|
| 1     | Mr SUNIL KUMAR<br>BANDOPADHYAY | Mr BABU ADHIKARY-3.99542 Dec |
| 2     | Mrs BHARATI<br>BANDOPADHYAY    | Mr BABU ADHIKARY-3.99542 Dec |

**Transfer of property for S1**

| Sl.No | From                           | To. with area (Name-Area)            |
|-------|--------------------------------|--------------------------------------|
| 1     | Mr SUNIL KUMAR<br>BANDOPADHYAY | Mr BABU ADHIKARY-1500.00000000 Sq Ft |
| 2     | Mrs BHARATI<br>BANDOPADHYAY    | Mr BABU ADHIKARY-1500.00000000 Sq Ft |

On 23-12-2022

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 22:30 hrs on 23-12-2022, at the Private residence by Mr BABU ADHIKARY ,Claimant.

**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 3,21,41,237/-

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

Execution is admitted on 23/12/2022 by 1. Mr SUNIL KUMAR BANDOPADHYAY, Alias Mr SUNIL KUMAR BANERJEE, Son of Late PANCHANON BANDOPADHYAY, 60/1A, BANERJEE PARA LANE, P.O: DHAKURIA, Thana: Kasba, . South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by Profession Retired Person, 2. Mrs BHARATI BANDOPADHYAY, Alias Mrs BHARATI BONDOPADHYAYA, Wife of Mr SUNIL KUMAR BANDOPADHYAY, 60/1A, BANERJEE PARA LANE, P.O: DHAKURIA, Thana: Kasba, . South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by Profession Retired Person, 3. Mr BABU ADHIKARY, Son of Late PREMANANDA ADHIKARY, 74/D, RAHIM OSTAGAR ROAD, P.O: JODHPUR PARK, Thana: Lake, . South 24-Parganas, WEST BENGAL, India, PIN - 700045, by caste Hindu, by Profession Business

Identified by Mr BAPI DAS, ., Son of Late SUNIL DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

On 27-12-2022

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 7,553.00/- ( B = Rs 7,500.00/- , E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by online = Rs 7,553/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 23/12/2022 3:32PM with Govt. Ref. No: 192022230227262601 on 23-12-2022, Amount Rs: 7,553/-, Bank:  
State Bank of India ( SBIN0000001 ), Ref. No. CKV7434387 on 23-12-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by online = Rs 70,021/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 23/12/2022 3:32PM with Govt. Ref. No: 192022230227262601 on 23-12-2022, Amount Rs: 70,021/-, Bank:  
State Bank of India ( SBIN0000001 ), Ref. No. CKV7434387 on 23-12-2022, 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

On 05-01-2023

**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.

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 263, Amount: Rs.5,000.00/-, Date of Purchase: 22/12/2022, Vendor name: H Mukherjee



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 1603-2023, Page from 16981 to 17020  
being No 160300196 for the year 2023.

Registered in Book - I



Digitally signed by Debasish Dhar  
Date: 2023.01.10 14:05:20 +05:30  
Reason: Digital Signing of Deed.

*Dhara*  
(Debasish Dhar) 2023/01/10 02:05:20 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)