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अन्तिमवर्ग पश्चिम बंगाल WEST BENGAL

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28 APR 2021

Joint Development Agreement

THIS JOINT DEVELOPMENT AGREEMENT made this
28th day of April, 2021 (Two Thousand Twenty One);

BETWEEN

SRI AMITAVA SENGUPTA (PAN: GALPS8511K), Aadhaar No. 8719 470 3448, son of Late Sudhansu Kumar Sengupta, by religion – Hindu, by occupation – Retired Person, Nationality –Indian, residing at P-85, New Raipur, P.O. – Garia, Police Station – Patuli, Kolkata – 700084, hereinafter called and referred to as the **“OWNER”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

M/s. A.R. ENTERPRISE, a Proprietorship Firm, having its office at P-1, Raipur, P.O. – Garia, Police Station – Patuli, Kolkata – 700084, being represented by its sole Proprietor **SRI RANJAN BHATTACHARYA (PAN : ADYPB9012C), Aadhaar No.6691 1133 1048**, son of Late Anil Chandra Bhattacharjee, by religion - Hindu, by occupation – Business, Nationality –Indian, residing at P-1, Raipur, P.O. – Garia, Police Station – Patuli, Kolkata – 700084, hereinafter called and referred to as the **“DEVELOPER”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, successors-in-interest and assigns) of the **OTHER PART**.

WHEREAS the Owner is the sole and absolute owner of all that piece and parcel of land measuring about 04 (four) Cottahs 04 (four) Chittacks be the same a little more or less, together with two storied dwelling house standing thereon, lying and situated in Mouza – Bademasur, J.L. No.31, comprised in C.S. Plot Nos. 713 & 720, appertaining to Khatian No.105, being Municipal Premises No.190, Ashoke Road, Police Station – Patuli, Kolkata – 700084, now within the limits of the Kolkata Municipal Corporation, Ward No.101, District – 24 Parganas (South), more fully and particularly described in the Schedule “A” hereunder written.

AND WHEREAS one Central Land & Building Society Ltd. a Company incorporated under the Companies Act, seized and possessed of amongst others properties well demarcated land (hereinafter called as the “Said Land”), measuring .06 decimals recorded in C.S. Dag No.713 and .01½ decimals in C.S. Dag No.720, under Khatian No.105 of Mouza – Bademasur, J.L. No.31, formerly within Police Station – Sadar Tollygunge, then Police Station - Jadavpur now Patuli, District – 24 Pargana, by purchasing the same against valuable consideration from the recorded owner Smt. Nitharmani Bewa by a Deed of Sale registered in Book No.I, Volume No.33, pages 278

to 285, Being No.1950 for the year 1944 of Sub-Registration Office at Alipore, 24 Parganas became the absolute owner thereof.

AND WHEREAS the said Central Land & Building Society Ltd. While seized and possessed of the said land as absolute owner thereof, sold transferred and conveyed the said land which in local measurement was 04 cottahs 04 chittacks be the same a little more or less, against valuable consideration to Smt. Kamala Chatterjee on 05th May, 1959 by a Deed of Sale registered in Book No.I, Volume No.7, pages from 271 to 277, Being No.4532 for the year 1959 of Sub-Registration Office at Alipore, District - 24 Parganas and after such purchase the said Smt. Kamala Chatterjee became the absolute owner thereof and was in use, occupation and enjoyment of the same as absolute owner thereof.

AND WHEREAS said Smt. Kamala Chatterjee while seized and possessed of the said land as absolute owner thereof, sold transferred and conveyed the same against valuable consideration on 4th May, 1965 to Sri Gostho Behari Mistry by a Deed of Sale registered in Book No.I, Volume No.77, pages from 86 to 90, Being No.3647 for the year 1965 of Sub-Registration Office at Alipore District 24 Parganas and after such purchase the said Gosto Behari Mistry the absolute owner thereof and was in use, occupation and enjoyment of the same as absolute owner thereof.

AND WHEREAS said Gostho Behari Mistry, while seized and possessed of the said land as aforementioned as absolute owner thereof by purchasing the same, sold, transferred and conveyed the same against valuable consideration to Smt. Mamata Roy on 4th day of May, 1966 by a Deed of Sal registered in Book No.I, volume No.50, pages from 291 to 296, Being No.3408 for the year 1966 of Sub-Registration Office at Alipore 24 Parganas.

AND WHEREAS said Smt. Mamata Roy while seized and possessed of the said land by constructing one storied brick built unfinished building thereon sold, transferred and conveyed the same against valuable consideration to Smt. Anupama Sengupta by a Deed of Sale dated 5th June, 1968 registered in Book No.I, Volume No.80, pages from 46 to 51, Being No.3690 for the year 1968 of Sub-Registration Office at Alipore District 24 Parganas.

AND WHEREAS the said Anupama Sengupta after purchasing the said land with unfinished brick built building thereon constructed a two storied building thereon and

the said land with building has been known, numbered and reputed as Premises P-85, New Raipur G.B.E. Road also known and numbered as Premises No.190, Ashoke Road, in the Assessment Register of the Kolkata Municipal Corporation (Jadavpur Unit).

AND WHEREAS the said Smt. Anupama Sengupta while seized and possessed of the said land together with two storied building thereon as absolute owner thereof, against valuable consideration by a registered Deed of Conveyance dated 21.01.1989, sold conveyed and transferred to Sri Rabindra Nath Sen son of Late Jitendra Nath Sen all that one flat situated on the Ground Floor of the Premises No.190, Ashoke Road, Police Station – Jadavpur now Patuli, Kolkata – 700084, under K.M.C. Ward No.101, District 24 Parganas now 24 Parganas (South), more fully and particularly mentioned and described in the Schedule thereunder written and the said Deed was duly registered in the office of District Sub-Registrar at Alipore, and recorded in Book No.I, Volume No.30, pages from 97 to 123, Being No.7567 for the year 1989.

AND WHEREAS after purchasing the said entire ground floor flat Sri Rabindra Nath Sen became the owner and lawful possession of the said property and was enjoying the property peacefully.

AND WHEREAS subsequently said Rabindra Nath Sen, while seized and possessed of the said entire Ground floor, sold, conveyed and transferred his entire ground floor flat measuring about 1005 sq.ft. more or less together with undivided impartible proportionate share or interest in the land underneath the said building and user right of all common areas and facilities of the said Premises being No.190, Ashoke Road, Police Station – Jadavpur now Patuli, Kolkata – 700084, under K.M.C. Ward No.101, District 24 Parganas now 24 Parganas (South), to and in favour of Sri Amitava Sengupta, by virtue of a Deed of Conveyance in the year 2004 which was registered in the office of District Sub-Registrar Alipore and recorded in Book No.I, Volume No.33, pages from 201 to 209, Being No.00576 for the year 2004 and thus said Sri Amitava Sengupta became lawful owner of the aforesaid entire ground floor and mutated his name in the record of the Kolkata Municipal Corporation and by paying assessed taxes regularly.

AND WHEREAS thereafter said Smt. Anupama Sengupta while seized and possessed of the aforesaid entire First Floor together with undivided impartible proportionate share or interest in the land underneath the said building and user right of all common areas and facilities of the said Premises being No.190, Ashoke Road, Police Station – Jadavpur now Patuli, Kolkata – 700084, under K.M.C. Ward No.101, District 24 Parganas

now 24 Parganas (South), died intestate on 21.03.2018 leaving behind her only son Sri Amitava Sengupta as her heir and legal representatives and the said property left by the deceased devolved upon the said Sri Amitava Sengupta solely and absolutely according to Hindu Succession Law and thus he mutated his name in the records of the Kolkata Municipal Corporation as lawful owner of the said property and absolutely seized and possessed of the same by paying assessed taxes regularly.

AND WHEREAS to enjoy the maximum benefit from the said two assessee said Sri Amitava Sengupta, the Owner herein decided to develop his said entire landed property of all that piece and parcel of land measuring about 4 (four) cottahs 4 (four) chittacks be the same a little more or less, together with two storied dwelling house standing thereon, lying and situated in Mouza – Bademasur, J.L. No.31, comprised in C.S. Plot No.713 & 720, appertaining to Khatian No.105, within the jurisdiction of the Kolkata Municipal Corporation, Ward No.101, being Municipal Premises No.190, Ashoke Road, Police Station – Jadavpur now Patuli, Kolkata – 700084, District – 24 Parganas (South), morefully described in the Schedule 'A' hereunder written by amalgamate his said two assessee converted into one single assessee vide Assessee No.31-101-02- 0449-9.

AND WHEREAS the said Sri Amitava Sengupta, the Owner herein, decided to develop his said property by constructing a residential multistoried building thereon but he is not financially competent and lacks in experience to raise such building on the said land at the said amalgamated premises being No.190, Ashoke Road, Police Station – Jadavpur now Patuli, Kolkata – 700084, under K.M.C. Ward No.101, District 24 Parganas now 24 Parganas (South), and as such looking for Investor/ Developer who would agree to construct building on the said land and invest funds for completion of the said building according to the building plan prepared by the registered Architect on the terms and conditions to be negotiated and settled between the Owner and the Developer.

AND WHEREAS the Developer herein have come forward and agreed / affirmed to collaborate with the Owner in the matter of construction of the building according to FAR to be available on the said land measuring about 4 (four) cottahs 4 (four) chittacks be the same a little more or less, together with two storied dwelling house standing thereon, lying and situated in Mouza – Bademasur, J.L. No.31, comprised in C.S. Plot No.713 & 720, appertaining to Khatian No.105, within the jurisdiction of the Kolkata

Municipal Corporation, Ward No.101, being Municipal Premises No.190, Ashoke Road, Police Station – Jadavpur now Patuli, Kolkata – 700084, District – 24 Parganas (South), morefully described in the Schedule 'A' hereunder written, by constructing a residential multi storied building thereon consisting of several independent flats as per prepared building plan at the cost of the Developer herein and after proactive discussions between the parties hereto, both the parties hereto have agreed to develop the said property in the terms and conditions are as follows:

BEFORE EXECUTION OF THIS AGREEMENT THE OWNER HAS REPRESENTED AND ASSURED TO THE DEVELOPER as follows:-

1. That the said property is free from all encumbrances charges, liens, lispendens, attachments, whatsoever and the same is occupied by the Owner.
2. That there is no notice of acquisition or requisition received or pending in respect of the said property morefully described in the Schedule 'A' hereunder written.
3. The Owner further declare that since the said property is having an area of land measuring about 4 (four) cottahs 4 (four) chittacks be the same a little more or less, lying and situated in Mouza – Bademasur, J.L. No.31, comprised in C.S. Plot No.713 & 720, appertaining to Khatian No.105, within the jurisdiction of the Kolkata Municipal Corporation, Ward No.101, being Municipal Premises No.190, Ashoke Road, Police Station – Jadavpur now Patuli, Kolkata – 700084, District – 24 Parganas (South), together with two storied dwelling house standing thereon and the same is not attracted under Urban Land ceiling Act. Under section 27(2) of the Urban Land (Ceiling and Regulations) Act. 1976.
4. The Owner have declared to the Developer that the Owner have good marketable title in respect of the said property without any claim right title, interest of any person or persons therein and the Owner have absolute right enter into any Agreement with the Developer and the Owner hereby undertake to indemnify and keep the Developer indemnified against any third Party claims and demands whatsoever with regard to the title and Ownership.
5. There is no other agreement in existence at present in premises.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :

1. That in this agreement unless otherwise agreed upon the following expression will have the following meaning :-
 - a) **PREMISES** shall mean ALL THAT piece and parcel of bastu land measuring land measuring about 4 (four) cottahs 4 (four) chittacks be the same a little more or less, together with two storied dwelling house standing thereon, lying and situated in Mouza – Bademasur, J.L. No.31, comprised in C.S. Plot No.713 & 720, appertaining to Khatian No.105, within the jurisdiction of the Kolkata Municipal Corporation, Ward No.101, being Municipal Premises No.190, Ashoke Road, Police Station – Jadavpur now Patuli, Kolkata – 700084, District – 24 Parganas (South), morefully and particularly described in the **SCHEDULE "A"** hereunder written.
 - b) **PLAN** shall mean plan or plans to be prepared by the Registered Architect/ L.B.S. and duly sanction from the Kolkata Municipal Corporation for construction of residential multi storied building at the said Premises being No.190, Ashoke Road, Police Station – Jadavpur now Patuli, Kolkata – 700084, under K.M.C. Ward No.101, District 24 Parganas (South).
 - c) **OWNER** shall mean **SRI AMITAVA SENGUPTA**, son of Late Sudhansu Kumar Sengupta, by religion – Hindu, by occupation – Retired Person, Nationality – Indian, residing at P-85, New Raipur, P.O. – Garia, Police Station– Patuli, Kolkata – 700084, and their legal heirs, representatives, executors, administrators and assigns.
 - d) **DEVELOPER** shall mean **M/s. A.R. ENTERPRISE**, a Proprietorship Firm, having its office at P-1, Raipur, P.O. – Garia, Police Station – Patuli, Kolkata – 700084, being represented by its sole Proprietor **SRI RANJAN BHATTACHARYA**, son of Late Anil Chandra Bhattacharjee, by religion - Hindu, by occupation – Business, Nationality –Indian, residing at P-1, Raipur, P.O. – Garia, Police Station – Patuli, Kolkata – 700084, and his heirs, legal representatives, executors, administrators and assigns.
 - e) **NEW BUILDING** shall mean the building to be constructed as residential multi storied building on the said Premises being No.190, Ashoke Road, Police Station

– Jadavpur now Patuli, Kolkata – 700084, under K.M.C. Ward No.101, District 24 Parganas (South), by the Developer in accordance with the Plan or Plans to be prepared by the Architect under the supervision and cost by the Developer.

- f) **OWNER' ALLOCATION** shall mean 50% total constructed area of the proposed multi storied building to be constructed as per building plan sanction from the Kolkata Municipal Corporation **TOGETHER WITH** undivided proportionate share of land, morefully mentioned in the Schedule 'A' hereunder written and right to use all common areas and all easement rights along with all fittings and fixtures of doors, windows, electrical wiring, sanitary and plumbing installations to be provided as per the specification of work given hereunder of the said Premises being No.190, Ashoke Road, Police Station – Jadavpur now Patuli, Kolkata – 700084, under K.M.C. Ward No.101, District 24 Parganas (South) and the Developer shall also pay a non refundable money consideration sum of **Rs.5,00,000/- (Rupees Five Lakh) only** to the Owner out of which at the time of execution of this agreement a sum of **Rs.25,000/- (Rupees Twenty Five Thousand) only**, **Rs.1,00,000/- (Rupees One Lakh) only** at the time of handover the possession of the land to the Developer and balance amount of **Rs.3,75,000/- (Rupees Three Lakh Seventy Thousand) only** shall be paid by the Developer to the Owner after sanction of building plan from the Kolkata Municipal Corporation, morefully described in the **SCHEDULE 'B'** hereunder written.
- g) **BUILDING PLAN** shall mean the Planner plans of the proposed multi storied building to be constructed on the said Premises being No.190, Ashoke Road, Police Station – Jadavpur now Patuli, Kolkata – 700084, under K.M.C. Ward No.101, District 24 Parganas (South).
- h) **DEVELOPER'S ALLOCATION** shall mean remaining 50% total constructed area of the proposed multi storied building as per building plan to be sanction by the Kolkata Municipal Corporation, **TOGETHER WITH** undivided proportionate share of land, morefully mentioned in the Schedule 'A' hereunder written and right to use all common areas and all easement rights of the said Premises being No.190, Ashoke Road, Police Station – Jadavpur now Patuli, Kolkata – 700084, under K.M.C. Ward No.101, District 24 Parganas (South), save

and except the Owner' share/allocation, morefully described in the **SCHEDULE** "C" hereunder written.

2. That the Owner do hereby grant the exclusive right of development of the said premises unto and in favour of the Developer with the intend and object that the Developer shall have the necessary copy of plans and shall construct, erect and complete the said building or buildings on the said premises being completed in all respect as provided in the Schedule 'A' hereunder written.
3. That in the circumstances and in consideration of the terms and conditions contained herein and the obligation of the terms and conditions contained herein and the obligation to be performed, fulfilled observed by the Owner and the Developers and in future consideration of the Owner having agreed to grant the exclusive right of development of the said premises to the Developers. It shall be the responsibility and obligation of the Developers to comply with the terms and conditions as follows :
 - a) To commence the construction of the proposed multi storied building within **3 months** from the date of sanction of building plan and vacant possession of the said property whichever is later and complete the proposed building within **24 months** from the date of sanction of building plan with an extension of **6 months** from the date of delivery of vacant possession by the Owner to the Developer.
 - b) That the Owner shall execute necessary deed of conveyance in respect of the proportionate share of land attributable to the Developer allocation in the proposed multi storied building in favour of the Developers at any time after delivery of possession of the Owner' allocation and consideration.
4. That the Developer shall construct and complete the said multi storied building as per specification attached herewith as already agreed upon and shall undertake full responsibility and the Owner shall not be responsible and shall be indemnified by the Developer for any incident or accident which may occur in the said premises due to its consideration activities and for faulty and/or any other defect or default whatsoever and the Developer/ Building shall keep the Owner fully indemnified at all times against any loss or damage which may be caused to the Owner or any one also due to any accident during construction for

any unauthorized construction in deviation of the plan and/or due to any other cause whatsoever.

5. That in consideration of the Developer constructing the said multi storied building and the terms and conditions, contained in this Agreement and also performing the obligations to be fulfilled, the Developers shall get the Developer's allocation in the said premises and the developers shall keep the Owner fully indemnified for all times to come and for all purposes and consequences whatsoever in the matter of their owing and possessing their allocation quietly & peacefully.
6. **DEVELOPER AGREES :**
 - a. To incur all costs, charges and expenses for construction of the said multi storied building as per plan prepared by the registered Architect.
 - b. To complete the entire construction work of the proposed multi storied building in all respect and fully completed and for habitation in all sense of the term with facilities and/ or amenities attached thereto be and provided to the Owner described in the Schedule 'B' herein within **24 months** with an extension of **6 months** from the date of delivery of vacant possession of the said premises by the Owner to the Developer.
 - c. The Owner further agrees to make payment of rates and taxes or other outgoings in respect of the aforesaid property till the agreement date and thereafter the Developer shall pay the taxes to the Kolkata Municipal Corporation and/or other outgoing in respect of the aforesaid property.
 - d. The Developer also agrees that from time to time the Owner and their authorized representatives shall have right of inspection of the construction of the proposed building without creating any disturbances or obstruction to the building, provided however the Owner or their authorized representatives shall have right to point out any defect or to give any suggestion to the developer of the straight three storied building and the same shall be adhere to.

- e. *The Developer soon after signing this Agreement in respect of the aforesaid property shall be liable pay all rates and taxes in respect of the aforesaid property until handing over of the respective shares as per allocation.*

7. DEVELOPER'S OBLIGATION :

- a) *To construct and complete the said multi storied building with in all respects in terms of this agreement and also strictly in accordance with the plan and as per the specification attached hereto within the specified time stated hereinabove which is made essence of this contract.*
- b) *To enjoy, negotiate and enter into agreement for sale with prospective buyer and accept advance and/or consideration money for the disposal of Developer's allocation as it may think fit and proper from all such person or persons it may desire without any interference from the Owner.*
- c) *The Developer will be entitled to enter into an Agreement for sale and/or transfer the respective flats in its allocation in the multi storied building. At the time of execution of the Deed of Conveyance the Owner shall be a party on such deed along with the Developers.*
- d) *That the Developer has agreed to pay the entire incidental charges during construction/completion of the said straight three storied building. It is further made clear that the Owner shall only be held liable for transferring the proportionate share of land attributable and/or corresponding to the Developers allocation in the proposed building.*
- e) *That if the Developer fails to complete the construction of the said project within this period they shall have no right to transfer the said project to any other Developer or Developers.*

8. OWNER AGREED:

- a) *To sign and execute all necessary papers undertaking affidavit, documents declaration deed, which may be required for construction of the proposed building in terms of this Agreement. The draft of the aforesaid instruments shall require to be approved by the Owner before the execution of this same.*

- b) To co-operate with the Developer for construction and all at the allied worth for completion of the multi storied building at the said Premises being No.190, Ashoke Road, Police Station – Jadavpur now Patuli, Kolkata – 700084, under K.M.C. Ward No.101, District 24 Parganas (South).
 - c) The Owner also agree to handover the copies of all the original title deed and other documents to the Developer simultaneously with the execution of this Agreement and the same shall be retained by the developer until completion of the entire multi storied building and completed the sale of all the flats.
9. **OWNER HAVE FURTHER AGREED as follows :**
- a) Not to sell transfer alienate or encumber the premises so long this agreement shall remain in force and effect.
 - b) Not to cause any obstruction or interference in the bonafide construction erection and completion of the said multi storied building on the said premises.
 - c) To deliver the said premises together with the existing building as is where is basis and the developer herein shall be liable to demolish the existing old structure of the said premises at its own risks and responsibilities by engaging any labour or mistries and all the broken articles and debris shall be disposed of by the Developer at its responsibilities & the entire sale proceeds thereof shall be used by developer.
 - d) To execute Registered a Power of attorney to the developer getting plans and revised plans to be prepared by the registered Architect /LBS and to be sanction from the Kolkata Municipal Corporation for construction of the said building being Premises being No.190, Ashoke Road, Police Station – Jadavpur now Patuli, Kolkata – 700084, under K.M.C. Ward No.101, District 24 Parganas (South), morefully described in the Schedule "A" hereunder written.
 - e) The Owners further agree to make payment of rates and taxes or other outgoings in respect of the aforesaid property upto the agreement date and thereafter the developer shall pay the taxes to the Kolkata Municipal Corporation and/or other outgoings in respect of the aforesaid property till delivery of possession of the flats to the Owners and Purchasers or issue of completion certificate whichever is earlier.

10. The Developer shall not be treated in default if the work is delayed due to the reasons amounting to **FORCE MAJURE** like earthquake, civil commotion or other nature of calamity which would be beyond its control.
11. Both the Developer and the Owner shall be entitled to deal with or to dispose of their respective share of the constructed space in any manner they think fit and proper without any interference from either side as long as such disposal would not violate any provision of this Agreement.
12. **MISCELLANEOUS :**
 - (i) It shall be responsibility of the developer to obtained the Maximum possible space within the byelaws the authorities concerned for the maximum exploitation of the value of the said property without altering the sanction plan.
 - (ii) That by such delivery of the land/premises by the Owner to the Developer the Owner however shall not create any encumbrances and/or liens in respect of the property provided however the developer's exclusive right for development of the property shall not in any way be affected.
 - (iii) That if any deviation is done by the Developer at its own costs and expenses the Owner shall have no objection and claim or demand for any other space etc.
 - (iv) Be it noted that by this Development Agreement and the related Development Power of Attorney, the Developer shall only be entitled to receive consideration money by executing Agreement / Final Document for Transfer of Property as per provisions laid down in the said documents as a Developer without getting any ownership of any part of the property under schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement/ Final Document for Transfer of Property between the Owner and the Developer in anyway. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

SCHEDULE 'A' ABOVE REFERRED TO :

(Description of the Entire Premises)

ALL THAT piece and parcel of bastu land measuring land measuring about 4 (four) cottahs 4 (four) chittacks be the same a little more or less, together with two storied dwelling house standing thereon out of which Ground Floor measuring about 1000 sq.ft. and first floor measuring about - 1000 sq.ft. more or less, along with the easement

rights of common areas and passage attached thereto for free ingress and egress, lying and situated in Mouza – Bademasur, J.L. No.31, comprised in C.S. Plot No.713 & 720, appertaining to Khatian No.105, within the jurisdiction of the Kolkata Municipal Corporation, Ward No.101, being Municipal Premises No.190, Ashoke Road, Police Station – Jadavpur now Patuli, Kolkata – 700084, under Assessee No. 31-101-02-0449-9, District 24 Parganas (South) and the said property is butted and bounded as follows :-

ON THE NORTH : By 12'ft wide K.M.C. Road;
ON THE SOUTH : By 12'ft wide K.M.C. Road;
ON THE EAST : By Dag No.713 & 720;
ON THE WEST : By Dag No.802.

SCHEDULE 'B' ABOVE REFERRED TO
OWNER' ALLOCATION

ALL THAT shall mean 50% total constructed area in the South-West Portion of the proposed multi storied building to be constructed as per building plan sanction from the Kolkata Municipal Corporation **TOGETHER WITH** undivided proportionate share of land, morefully mentioned in the Schedule 'A' hereunder written and right to use all common areas and all easement rights along with all fittings and fixtures of doors, windows, electrical wiring, sanitary and plumbing installations to be provided as per the specification of work given hereunder of the said Premises being No.190, Ashoke Road, Police Station – Jadavpur now Patuli, Kolkata – 700084, within the jurisdiction of the Kolkata Municipal Corporation, under Ward No.101, District 24 Parganas (South) and the Developer shall also pay a non refundable money consideration sum of **Rs.5,00,000/- (Rupees Five Lakh) only** to the Owner out of which at the time of execution of this agreement a sum of **Rs.25,000/- (Rupees Twenty Five Thousand) only, Rs.1,00,000/- (Rupees One Lakh) only** at the time of handover the possession of the land to the Developer and balance amount of **Rs.3,75,000/- (Rupees Three Lakh Seventy Thousand) only** shall be paid by the Developer to the Owner after sanction of building plan from the Kolkata Municipal Corporation.

SCHEDULE 'C' ABOVE REFERRED TO
DEVELOPER'S ALLOCATION

ALL THAT shall mean remaining 50% total constructed area in the South-East portion of the proposed multi storied building as per building plan to be sanction by the

Kolkata Municipal Corporation, **TOGETHER WITH** undivided impartible proportionate share or interest in the land underneath the building, morefully mentioned in the Schedule 'A' herein above and user rights of all common areas and facilities including roof, staircase, landings, water reservoir at the ground floor, overhead water tank, electric meter board K.M.C water pipe lines, sewerage line, septic tank, open space, passage in the ground floor, Main entrance at the building, along with all fittings and fixtures of doors, windows, electrical wiring, sanitary and plumbing installations to be provided as per the specification of work given hereunder of the said Premises being Premises No.190, Ashoke Road, Police Station – Jadavpur now Patuli, Kolkata – 700084, within the jurisdiction of the Kolkata Municipal Corporation, under Ward No.101, District 24 Parganas (South), save and except the Owner' share/allocation.

THE SCHEDULE 'D' ABOVE REFERRED TO :

The common areas and facilities

- a) The foundation, columns, girders, beams, supports main walls, corridors, lobbies, stairs, stair ways, entrance to and exit from the building to be constructed on the said land and intended for common use.
- b) Installation of common services such as water sewerage (septic line) etc. connected with Road.
- c) Water Pump motor, pipes, ducts all apparatus and installations in the said building for common use.
- d) Electric meter box under the stairs in the ground floor of the building, electrical, wiring and fixtures etc.
- e) Under ground water reservoir and of the over head water tank.
- f) The ultimate roof also comprising of area of staircase and O.H. water reservoir, etc.
- g) Such other common parts areas equipments, installations, fixed rates, fittings and spaces in or about the said buildings as are necessary for passages user and occupation of the units in common.

THE SCHEDULE 'E' ABOVE REFERRED TO :

Costs, expenses and outgoings and obligations for which all flat Owner are to contribute proportionately.

- a) The expenses of maintaining, repairing, redecorating, and renewing the main structures and in particulars the drainage system, sewers, rain water discharge arrangements water supply system and system of electricity to all common areas mentioned in the Schedule 'D' herein above.
- b) The expenses of repairing, maintaining, painting, white washing and colour washing the main structures of the building including the exterior of the building and also the common areas of the building described in the Schedule 'D' above written.
- c) The cost of cleaning and lighting the entrance of the building the passage and space e around the building lobby, corridors, stair case and other common areas.
- d) Salaries, wages, fees, and remunerations of durians, sweepers, plumbers, electricians, care takers of any other persons whose appointment may be considered necessary for maintenance and protection of the said premises and administration and management of the affairs thereof.
- e) Insurance premium of the building if any.
- a) Such other or further expenses as may be necessary or incidental for the proper maintenance and/or upkeep of the building and other common areas and facilities and conveniences.

SCHEDULE 'F' ABOVE REFERRED TO

SPECIFICATION

R.C.C WORK:

R.C.C. Frame Structure.

BRICK WORK:

200mm wall – 1:6 Cement Mortar. 76/125 mm Wall – 1:4 Cement Mortar.

FLOOR:

Entirely finished with Floor Tiles (16" x 16") with skirting.

TOILET:

Two European Commode with low down cistern shower and mirror.

Dado : 6"ht. wall tiles.

DOOR :

All Doors – Commercial flash door.

Godrej Lock will be provided to the main door with one eye piece.

WINDOW :

Aluminium window.

ELECTRICALS :

Concealed wiring heavy duty copper super wire and fixture of ANCHOR or PRITAM brand.

- (a) Electrical Call-Bell point only.
- (b) Light (two points) Fan and Plug (One point) in living/dining and bed rooms. One light point and one power point in kitchen and one light point only in Toilet.

SANITARY & PLUMBING :

Each flat would be provided with only one Basin of matching size.

Inside : Concealed pipe line with High Density P.V.C. pipe.

Outside : P.V.C. pipe.

BASIN / PAN / COMMODE :

White Colour.

DRAWING/DINING & OTHER ROOMS :

Plaster of Paris.

DOOR & WINDOW :

2 (Two) coats of Synthetic Enamel Paint.

Water from overhead tank, common lights available for 24 hours. Water supplied by K.M.C.

LIFT :

4 (four) passengers.

N.B :

Anything extra demanded by the Land Owner/ Purchasers will be executed as per request of the Land Owner/ Purchaser at their own cost payable in advance according to the market price.

IN WITNESSES WHEREOF the parties have set and subscribed their respective hands on the day month and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of:

1. Ushinath Saha,
M. Raipur.
Del- 100084.

Amitava Sengupta
(A. Sengupta)
SIGNATURE OF THE OWNER

2. Babu Maitra.
P.1. Raipur
Del- 84

M/S. A. R. ENTERPRISE
Rajin D. Maitra
SIGNATURE OF THE DEVELOPER Proprietor

Drafted by:
Amitava Ray
Advocate
Alipore Court
Kolkata-700027
20/236/1984

RECEIVED from the within named Developer
within mentioned sum of **Rs.25,000/- (Rupees
Twenty Five Thousand)** only as per memo
below:-

MEMO OF CONSIDERATION

<u>CHEQUE</u> <u>No.</u>	<u>DATE</u>	<u>BANK AND BRANCH</u>	<u>AMOUNT</u> <u>(Rs.)</u>
084279		Axis Bank Ltd. Garia Branch, Kolkata	Rs.25,000/-

TOTAL Rs.25,000/-

RUPEES TWENTY FIVE THOUSAND ONLY.

WITNESSES:

1. *Rashimath Saha.*
91, Raipur.
KOL-700086

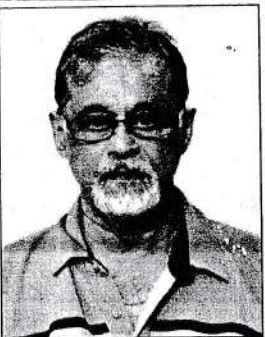










Amitava Sengupta
(A. Sengupta)
SIGNATURE OF THE OWNER

2. *Babul Nath Roy.*












Printed by *Ses*
Alipore Court
Kolkata -700027

	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
PHOTO	Left Hand				
	Right Hand				


Name:-.....Signature:-.....

	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger	
	Left Hand					
	Right Hand					

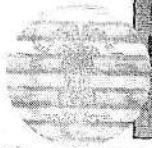

Name:- Amitava SenguptaSignature:- A. Sengupta

	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger	
	Left Hand					
	Right Hand					

Name:- Ranjan BhattacharyaSignature:- Ran. Bhattacharya


 ভারতের নির্বাচন কমিশন
 পরিচয় পত্র
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD

XCZ0624023

নির্বাচকের নাম : স্বপন সরদার
 Elector's Name : Swapan Sardar

পিতার নাম : মনমথ সরদার
 Father's Name : Manmatha Sardar

লিঙ্গ / Sex : পুং / M
 জন্ম তারিখ : XX / XX / 1984
 Date of Birth

XCZ0624023

ঠিকানা:
 সরদার পাড়া পুনপুর্বা জয়নগর দক্ষিণ 24 পরগণা
 743372

Address:
 SARDAR PARA PUNPO JOYNAGAR
 SOUTH 24 PARGANAS 743372

Date: 13/12/2008
 137-বারুইপুর পূর্ব (তপশিলী জাতি) নির্বাচন ক্ষেত্রের
 নির্বাচক নিবন্ধন আধিকারিকের হাফরের অনুকৃতি
 Facsimile Signature of the Electoral
 Registration Officer for
 137-Baruipur Purba (SC) Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকানায় ভোটার লিষ্টে নাম
 তোলা ও একই নম্বরের নতুন সচিব পরিচয়পত্র পাওয়ার
 জন্য নির্দিষ্ট করে এই পরিচয়পত্রের নম্বরটি উল্লেখ করুন।
 In case of change in address mention this Card No.
 in the relevant Form for including your name in the
 roll at the changed address and to obtain the card
 with same number.

128/0476

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

AMITAVA SENGUPTA
SUDHANGSHU SENGUPTA

28/07/1948

Permanent Account Number

GALPS8511K

A. Sengupta

Signature



Amitava Sengupta

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

यह कार्ड खो जाने पर कृपया सूचित करें/लौटाएं :
आयकर पैन सेवा यूनिट, UTIISL
प्लॉट नं. 3, सेक्टर 11, गेड बेलपुर,
नवी मुंबई-400/614

आयकर विभाग
INCOME TAX DEPARTMENT


भारत सरकार
GOVT. OF INDIA


स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
ADYPB90126

नाम / Name
RANJAN BHATTACHARYA

पिता का नाम / Father's Name
ANIL CHANDRA BHATTACHARYA

जन्म की तारीख / Date of Birth
28/12/1953


हस्ताक्षर / Signature


22012018

Ranjan Bhattacharya

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाएं
आयकर विभाग सेवा इकाई, एन एस डी एस
5 वी मिनियम, मेनो स्टेशन प्लॉट नं 341, सेक्टर 97/78
मॉडल कॉलोनी, टीन हाउस धीक के पास
पुणे - 411 016

If this card is lost/damaged, the card is found,
please inform / return to:
Income Tax PAN Services Unit, NSDI
5th Floor, Minel Building
Plot No. 341, Sector No. 97/78
Model Colony, Teen House Dheek Chowk,
Pune - 411 016

Tel: 91 20 2771 5081 / 2771 5082
E-mail: info@nsdi.gov.in

Major Information of the Deed

Deed No :	I-1603-03732/2021	Date of Registration	28/04/2021
Query No / Year	1603-2000743664/2021	Office where deed is registered	1603-2000743664/2021
Query Date	08/04/2021 12:28:17 PM		
Applicant Name, Address & Other Details	P R Roy Aliporer Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9748348206, Status : Advocate		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Set Forth value	Additional Transaction [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Stamp duty Paid(SD)	Market Value Rs. 95,74,999/-		
Rs. 10,021/- (Article:48(g))	Registration Fee Paid Rs. 5,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



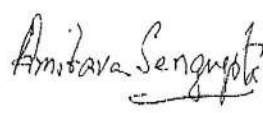
District: South 24-Parganas, P.S:- Patuli, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ashoke Road, , Premises No: 190, , Ward No: 101 Pin Code : 700084

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	4 Katha 4 Chatak		80,74,999/-	Width of Approach Road: 12 Ft.,
Grand Total :				7.0125Dec	0 /-	80,74,999 /-	

Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2000 Sq Ft.	0/-	15,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2000 sq ft	0 /-	15,00,000 /-	



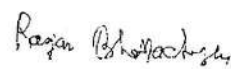
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Shri Amitava Sengupta Son of Late Sudhansu Kumar Sengupta Executed by: Self, Date of Execution: 28/04/2021 , Admitted by: Self, Date of Admission: 28/04/2021 ,Place : Office	Photo 	Finger Print 	Signature 
	28/04/2021	LTI 28/04/2021	28/04/2021	
P- 85, New Raipur, P.O:- Garia, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: GAXxxxxx1K, Aadhaar No: 87xxxxxxxx3448, Status :Individual, Executed by: Self, Date of Execution: 28/04/2021 , Admitted by: Self, Date of Admission: 28/04/2021 ,Place : Office				



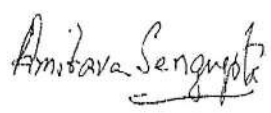
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	M S A R Enterprise P-1, Raipure, P.O:- Garia, P.S:- Garia, District:-South 24-Parganas, West Bengal, India, PIN - 700084 , PAN No.: ADxxxxxx2C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Shri Ranjan Bhattacharya (Presentant) Son of Late Anil Chandra Bhattacharjee Date of Execution - 28/04/2021, , Admitted by: Self, Date of Admission: 28/04/2021, Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
	Apr 28 2021 1:15PM	LTI 28/04/2021	28/04/2021	
P-1, Raipur,, P.O:- Garia, P.S:- Garia, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ADxxxxxx2C, Aadhaar No: 66xxxxxxxx1048 Status : Representative, Representative of : M S A R Enterprise (as Proprietor)				



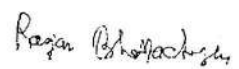
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Shri Amitava Sengupta Son of Late Sudhansu Kumar Sengupta Executed by: Self, Date of Execution: 28/04/2021 , Admitted by: Self, Date of Admission: 28/04/2021 ,Place : Office	Photo 	Finger Print 	Signature 
	28/04/2021	LTI 28/04/2021	28/04/2021	
P- 85, New Raipur, P.O:- Garia, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: GAXxxxxx1K, Aadhaar No: 87xxxxxxx3448, Status :Individual, Executed by: Self, Date of Execution: 28/04/2021 , Admitted by: Self, Date of Admission: 28/04/2021 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	M S A R Enterprise P-1, Raipure, P.O:- Garia, P.S:- Garia, District:-South 24-Parganas, West Bengal, India, PIN - 700084 , PAN No.: ADxxxxxx2C, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Shri Ranjan Bhattacharya (Presentant) Son of Late Anil Chandra Bhattacharjee Date of Execution - 28/04/2021, , Admitted by: Self, Date of Admission: 28/04/2021, Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
	Apr 28 2021 1:15PM	LTI 28/04/2021	28/04/2021	
P-1, Raipur,, P.O:- Garia, P.S:- Garia, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ADxxxxxx2C, Aadhaar No: 66xxxxxxx1048 Status : Representative, Representative of : M S A R Enterprise (as Proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Swapan Sardar Son of Mr M Sardar Alipore Police Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027			
	28/04/2021	28/04/2021	28/04/2021
Identifier Of Shri Amitava Sengupta, Shri Ranjan Bhattacharya			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Amitava Sengupta	M S A R Enterprise-7.0125 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Shri Amitava Sengupta	M S A R Enterprise-2000.00000000 Sq Ft

On 28-04-2021

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 12:33 hrs on 28-04-2021, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri Ranjan Bhattacharya .

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 95,74,999/-

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

Execution is admitted on 28/04/2021 by Shri Amitava Sengupta, Son of Late Sudhansu Kumar Sengupta, P- 85, New Raipur, P.O: Garia, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Retired Person

Indetified by Mr Swapan Sardar, , , Son of Mr M Sardar, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 28-04-2021 by Shri Ranjan Bhattacharya, Proprietor, M S A R Enterprise (Sole Proprietorship), P-1, Raipure, P.O:- Garia, P.S:- Garia, District:-South 24-Parganas, West Bengal, India, PIN - 700084

Indetified by Mr Swapan Sardar, , , Son of Mr M Sardar, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,053/- (B = Rs 5,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/04/2021 12:32PM with Govt. Ref. No: 192021220006076471 on 22-04-2021, Amount Rs: 5,021/-, Bank: Central Bank of India (CBIN0280107), Ref. No. CBI220421726180 on 22-04-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 10,011/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 49AB573, Amount: Rs.10/-, Date of Purchase: 01/04/2021, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/04/2021 12:32PM with Govt. Ref. No: 192021220006076471 on 22-04-2021, Amount Rs: 10,011/-, Bank: Central Bank of India (CBIN0280107), Ref. No. CBI220421726180 on 22-04-2021, 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

