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certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

District Sub-Registrar-III  
Alipore, South 24-parganas

13 JUN 2024

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made in Kolkata on this the 3<sup>rd</sup> day of  
JUNE, 2024, BETWEEN

Contd/P2



**MR SIDDHARTHA MUKHERJEE** (PAN AERPM0712L)(AADHAR 9136 2327 9486)(Ph : 90070 03832), son of Late Kamal Kumar Mukherjee, by faith – Hindu, by Nationality – Indian, by occupation – Service, of 67/22 Talpukur Road, P.O. Sarsuna and P.S. Sarsuna (previously Thakurpukur), Kolkata - 700061, South 24 Parganas, hereinafter called and referred to as the **LANDOWNER/FIRST PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, successors, administrators, executors, legal representatives and assigns) of the **FIRST PART**.

**AND**

**M/s TARA MAA DEVELOPER**, a proprietorship firm represented by its sole proprietress **SMT SWARALIPI BARAL** (PAN GDMPB4282A) (ADHAAR 8184 2081 2134) (Ph : 93304 27756), wife of Sri Debraj Baral, by faith – Hindu, by Nationality – Indian, by occupation – Business, of 516, Khan Mahammad Road, Sarbamangala Upanibesh, Dakhin Behala Road, P.O. – Sarsuna, Police Station – Sarsuna (previously Thakurpukur), Kolkata – 700061, South 24 Parganas, hereinafter called and referred to as the **BUILDER/DEVELOPER/SECOND PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her legal heirs, successors, administrators, executors, legal representatives and assigns) of the **SECOND PART**.

**WHEREAS** one namely KAMAL KUMAR MUKHERJEE, since deceased, the predecessor-in-interest of the Owner herein, purchased a plot of land having an area more or less 3 cottahs and 28 Sq.ft., more or less, lying and situated at Mouza Dakhin Behala, J.L. No. 116, R.S. No. 61, Touzi No. 351, under R.S. Khatian No. 37, R.S. Dag No. 494, having mailing address 67/22 Talpukur Road, under K.M.C. Ward No. 126, P.O. Sarsuna, P.S. Thakurpukur (Now Sarsuna), Kolkata 700061, in the District South 24 Parganas, vide a Bengali Deed of Sale dated 19.10.1979, from the erstwhile owner namely Smt Nilima Shyam Roy, wife of Sri Monoranjan Roy, and the said Bengali Deed of Sale dated 19.10.1979 was registered at S.R. Alipore and recorded in Book-I, Vol-54, Pg 225-229, Being No. 4651 for the year 1979.

**AND WHEREAS** after such purchase said KAMAL KUMAR MUKHERJEE, since deceased, got his name mutated in the records of the Kolkata Municipal Corporation being Assessee No. 411262003715 in respect of the said property which was numbered as Premises 374 Talpukur Road, Kolkata 700061, and he used to pay all taxes from time to time. Later on said KAMAL KUMAR MUKHERJEE constructed a house on the aforesaid plot of land and started leaving there with his family.

**AND WHEREAS** that while in absolute possession of the aforesaid property said KAMAL KUMAR MUKHERJEE, died intestate on **19.03.2015** leaving behind his wife namely GOURI MUKHERJEE and his only son namely SIDDHARTHA MUKHERJEE, as his legal heirs and successors, and they had jointly and proportionately inherited the said property of said KAMAL KUMAR MUKHERJEE after his sad demise.



**AND WHEREAS** that while in joint possession of the aforesaid property said GOURI MUKHERJEE, died intestate on **29.04.2016** leaving behind her only son namely SIDDHARTHA MUKHERJEE as her sole legal heir and successor, and said SIDDHARTHA MUKHERJEE have solely and absolutely inherited the 50% undivided share of said GOURI MUKHERJEE, since deceased, in the said property after her sad demise.

**AND WHEREAS** since the aforesaid inheritance, said **SIDDHARTHA MUKHERJEE**, the Owner herein, absolutely seized and possessed off and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of the plot of land measuring an area about 3 cottahs and 28 Sq.ft., more or less, together with the building standing upon and measuring about 500 sq.ft. more or less, lying and situated at Mouza Dakhin Behala, J.L. No. 116, R.S. No. 61, Touzi No. 351, under R.S. Khatian No. 37, R.S. Dag No. 494, being Premises No. 374 Talpukur Road, and having mailing address 67/22 Talpukur Road, under K.M.C. Ward No. 126 and having Assessee No. 411262003715, P.O. Sarsuna, P.S. Thakurpukur (Now Sarsuna), Kolkata 700061, in the District South 24 Parganas, and said SIDDHARTHA MUKHERJEE have got my name mutated in the records of the Kolkata Municipal Corporation and used to pay the municipal taxes for the said property from time to time.

**AND WHEREAS** while seized and possessed of the said property, the Owners herein have decided and expressed his interest for development of the said property and construction thereon of a Multistoried Building through a Builder/Developer of repute and experience.

**AND WHEREAS** the Developer herein, who have earned sufficient goodwill in the field of development of the land and construction of the building, being learnt about with the said proposal of Owner and agreed to undertake the charge of such Constructional work and/or development works of the land as described in the Schedule below.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-**

**ARTICLE - I**  
**DEFINITIONS**

**SAID PROPERTY :** Multistoried Building to be constructed on and upon the First Schedule land as per plan that has been sanctioned by the Owner herein from the Kolkata Municipal Corporation (S.S. Unit) along with common facilities, benefits, amenities at **ALL THAT** piece and parcel of the plot of land measuring an area about 3 cottahs and 28 Sq.ft., more or less, together with the building standing upon and measuring about 500 sq.ft. more or less, lying and situated at Mouza Dakhin Behala, J.L. No. 116, R.S. No. 61, Touzi No. 351, under R.S. Khatian No. 37, R.S. Dag No. 494, being Premises No. 374 Talpukur Road, and having mailing address 67/22 Talpukur Road, under K.M.C. Ward No. 126 and having Assessee No. 411262003715, P.O. Sarsuna, P.S. Thakurpukur (Now Sarsuna), Kolkata 700061, in the District South 24 Parganas, as described in the Schedule below.



**PROPOSED BUILDING MEANS:** The proposed Multistoried Building to be constructed over the land as described in the Schedule below.

**COMMON AREAS:** shall mean the passage, ways, stair ways, staircase, the ultimate roof, gates, common lavatory, all rainwater pipes, sewerage, fittings, manhole, pit, gullies, Kolkata Municipal Corporation filtered water connection and the pipe lines, water pump and over head Tank, underground water reservoir, boundary wall, court yard, electric connection, electric supply to common areas and facilities, electric fixtures, in the common areas, main switch, electric meter room and other facilities which will be provided by the Developer from time to time, the particulars of such common areas are more clearly written in **FOURTH SCHEDULE** hereunder.

**OWNER'S ALLOCATION:** The Landowner shall be allotted : (A) 1 (One) No. of self- contained 2 BHK residential Flat on the First Floor Front Side measuring a Carpet Area about 478 sq.ft., more or less, (B) 1 (One) No. Car Parking Space on the Ground Floor measuring an area about 144 sq.ft., more or less of the proposed Building as per Sanctioned Plan of Kolkata Municipal Corporation together with common facilities and amenities of the said proposed Building including proportionate share of the roof.

**DEVELOPER'S ALLOCATION:** shall mean the entire built up area in the proposed Multistoried Building as per Building Plan that has been sanctioned by the Kolkata Municipal Corporation authority other than the allocation of the Owner as specifically written above in "Owner's Allocation" along with undivided proportionate share of right and interest in the First Schedule land together with all common facilities, benefits, amenities, easements on the First Schedule land and the said proposed building to be constructed, more fully and particularly described in the First Schedule written hereunder.

#### ARTICLE - I (A)

#### CONSIDERATION :

For the following considerations the Owner hereby agreed to permit the Developer to commercially develop and deal with the said property and construct, erect and build a new building in accordance with the plan which will be sanctioned in the name of the Owner by the Kolkata Municipal Corporation in accordance with the specification and materials description of which are stated in details in **THIRD SCHEDULE** hereinbelow.

1) **Monetary Consideration :** The Developer shall pay to the Owner a total sum of **Rs. 40,00,000/-** (Rupees Forty Lakhs only) as the consideration sum for developing the said property. Such sum of **Rs. 40,00,000/-** (Rupees Forty Lakhs only) will be given in **THREE** installments/parts. (1) **FIRST** installment sum of **Rs. 2,00,000/-** (Rupees Two Lakh) only shall be given at the time of execution of these presents, (2) **SECOND** installment sum of **Rs. 28,00,000/-** (Rupees Twenty Eight Lakh) only shall be given after obtaining peaceful vacant possession of the said property, and (3) **THIRD/LAST** installment sum of **Rs. 10,00,000/-**



(Rupees Ten Lakh) only shall be paid within 24 MONTHS from the date of obtaining the sanctioned plan for construction of the proposed multistoried building.

**II) Consideration in terms of Floor Space :**

On completion of the multistoried building the Owner shall be entitled to get (A) 1 (One) No. of self- contained 2 BHK residential Flat on the First Floor Front Side measuring a Carpet Area about 478 sq.ft., more or less, (B) 1 (One) No. Car Parking Space measuring an area about 144 sq.ft., more or less, on the Ground Floor of the said proposed multi storied building, TOGETHER WITH undivided share of the land and the proportionate common areas which includes the ultimate roof of the building, in complete and finished condition, and the same is morefully described in SECOND SCHEDULE below and the fittings, fixtures and arrangements as will be provided by the Developer in the Owner' allocation are morefully described in the THIRD SCHEDULE below, the Owner shall have the absolute right to sell, transfer, lease, let out or self use or in any manner deal with the same as the absolute Owner thereof.

**ARTICLE - II**  
**COMMENCEMENT**

The date of commencement of the building work shall be reckoned with effect from the date of obtaining Sanctioned Plan from the Kolkata Municipal Corporation in respect of the proposed construction on the First Schedule land and the work shall be completed within **24 (Twenty Four) months** thereof always subject to bonafide force majeure circumstances beyond the control of the Developer. Time is the essence of this contract.

**ARTICLE - III**  
**OWNER' RIGHT AND REPRESENTATIONS**

The Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of the plot of land measuring an area about 3 cottahs and 28 Sq.ft., more or less, together with the building standing upon and measuring about 500 sq.ft. more or less, lying and situated at Mouza Dakhin Behala, J.L. No. 116, R.S. No. 61, Touzi No. 351, under R.S. Khatian No. 37, R.S. Dag No. 494, being Premises No. 374 Talpukur Road, and having mailing address 67/22 Talpukur Road, under K.M.C. Ward No. 126 and having Assessee No. 411262003715, P.O. Sarsuna, P.S. Thakurpukur (Now Sarsuna), Kolkata 700061, in the District South 24 Parganas, more fully and particularly described in the First Sschedule written hereunder or any portion thereof and the said Property is free from all sorts of encumbrances, liens, lispendence and charges. Moreover, the Land Owner till this day have not entered into any Aagreement for Sale or Joint Venture Agreement with any Third Party in respect of the said property. The said premises is free from all encumbrances, charges, liens, lispendence, attachments, trusts, acquisitions, requisitions whatsoever or howsoever.

If any defect in Title shall be found or if anybody shall dispute the Title of the LandOwner in respect of the said premises or any suit or action or proceeding shall be initiated regarding the Title of the LandOwner in respect of the said premises then and in that event, it shall be the responsibility of the LandOwner to defend such suits, proceedings, or actions at his own costs and the LandOwner hereby further agree to keep the Developer indemnified against all actions, suit, proceedings and cost, charges and expenses in respect thereof. The LandOwner



have every right to raise any objection or taking any step at any point of time if there is any violation of clauses of this Agreement.

**ARTICLE - IV**  
**DEVELOPER'S RIGHT**

The LandOwner hereby grant right to the Developer to construct, erect and build the proposed Multistoried Building as per Sanctioned Building Plan.

**ARTICLE - V**  
**CONSTRUCTION**

In consideration of the Land Owner having agreed to permit the Developer to commercially exploit the said premises by constructing, erecting and building i.e. building in accordance with the sanctioned plan as may be required by the Developer, the Developer has agreed to provide the Owner's Allocation in full. The said Owner's Allocation along with the entire building shall be constructed and completed with good and standard materials which she must mention to "Owner" and the said building should be a decent building and shall contain all amenities which are normally provided for a decent building for residential purpose. The LandOwner shall not be liable to pay or contribute nor shall the Developer be entitled to call upon the LandOwner to pay and contribute any amount in the construction and completion of the building and/or the said LandOwner's Allocation.

**ARTICLE - VI**  
**PROCEDURE**

The LandOwner shall grant to the Developer and/or their nominated person or persons a Registered Development Power of Attorney as may be required for the purpose of obtaining all necessary permissions and approvals from the different authorities in connection with the construction of the building and also for pursuing and following up the matter with the appropriate authority for the purpose of selling the share of land for the Self-Contained Flats of the Developer's allocation to their nominated person or persons at the rate to be fixed by the Developer.

By virtue thereof the Developer shall sell and transfer the undivided proportionate share in the land underneath the building comprising in the portion of the Developer's allocation after handing over and making over the said Owner's Allocation with his satisfaction with the possession letter and letter of acceptance. The Developer shall execute the necessary Deed of Sale as Constituted Attorney of the Owner in respect of the Developer's Allocation as aforesaid at the absolute exclusion of any claim, demand, objection, interference and intervention of the LandOwner on any account and under any circumstances whatsoever.

The Developer shall spend all the money for all necessary permission for the said construction. Subsequent to that of making the plan by the Architect and sanctioned by the Kolkata Municipal Corporation, the Developer shall undertake the construction work in the said premises. The Developer shall undertake the said construction by the standard



materials and the specification of materials as given in the Schedule hereunder and the LandOwner shall not raise any objection or obstruction or method of construction and the LandOwner shall not do anything by which the Developer may be restrained from doing or completing the constructional work of the said building in the said premises.

All the men and machinery and materials will be supplied by the Developer at their costs and expenses.

All the electrical goods, sewerage goods, water pipe line, bricks, sands, irons, windows, doors, stone chips and all other materials in relation to construction will be supplied by the Developer at its' own costs and the LandOwner can not raise any objection for the same. All costs will be borne by the Developer regarding construction. The particular of such specification of construction are more clearly written in Fifth Schedule hereunder.

That the supervision of the construction of building will be undertaken by the Developer and the LandOwner shall not raise any objection, save in case of violation of any of the Clauses of this Development Agreement. All negotiations for the necessary permissions for the construction of the building and also for electric connection, water connection, and sewerage system will be done by the Developer.

That the Developer shall negotiate the terms and conditions with the intending Purchaser(s) for the Flat(s) of the Developer's allocation and shall receive the entire consideration money from the intending Purchasers of the said flat (s) and shall discharge money receipt for the same. It is the absolute discretion of the Developer that the Developer shall nominate and/or select the intending Purchasers for the Developer allocation in the said premises and the Owner shall not be liable for any act done by the Developer and the Developer exclusively shall be liable for the same.

The LandOwner shall grant a Development Power of Attorney to the Developer appointing them as their Attorney to negotiate with terms and conditions with the intending Purchaser/s, to collect consideration either in part or in full in respect of the Developer's allocation to admit and effect registration and to do all acts, deeds and things as found necessary for transferring the Developer allocation portion.

The Developer shall use in the said construction the standard and approved quality of materials as specified herein. The Developer shall remain obliged to hand over to the LandOwner a copy of the Sanctioned Building Plan before commencement of the construction work. Original deeds or documents or records in respect of the said premises shall be handed over to the Developer by the Owner as and when required. No Adjustment on the LandOwner's Allocation shall be allowed on any account whatsoever.

#### **ARTICLE - VII**

#### **POSSESSION AND CONSTRUCTION**

It has been agreed between the LandOwner and the Developer that the construction, erection and completion of the said building should be completed within **24 months** from the date of obtaining Sanctioned Plan from the Kolkata Municipal Corporation in respect of the proposed



construction, subject to bonafide force majeure circumstances beyond the control of the Developer. The Developer shall on completion of new building, put the LandOwner in possession of the Owner's allocation in complete and habitable condition together with all rights in common specified as common areas and parts and/or facilities in the said building before the possession of any intending Purchaser/s from the Developer's allocation.

That the Owner shall be entitled to transfer or otherwise deal with the Owner's Allocation or portion thereof at the sole discretion of the Owner. The Developer has exclusive right to transfer the Developer's Allocation portion to the nominated persons of the Developer.

It is expressly agreed and declared that the Developer shall be entitled to Developer's Allocation in the said building after possession is made over to the Owner of the Owner's allocated portion constructed by the Developer. The construction of the Owner's Allocation shall be done by the Developer for and on behalf of and on account of the Owner and the Developer shall only be acting as Developer on behalf of the Owner.

The Developer shall be entitled to sell the Developer's allocation as hereinabove mentioned together with the undivided proportionate share in the land and shall be entitled to deal with or dispose of the Developer's allocation at the said new constructed Building.

The LandOwner shall co-operate with the Developer in obtaining quotas, entitlements and other allocation of or for cement, steel, bricks, and other building material for construction of the said new building for construction of the said new building and obtaining temporary and permanent connection of water (filtered and unfiltered) electricity and possible separate drainage, sewerage and gas, etc. for the said building. All costs, charges and expense including architect's fees shall be paid, discharged and borne by the Developer and the Owner shall have not liability in this context.

#### **ARTICLE - VIII** **BUILDING**

The Developer shall be authorized in the name of the Owner in so far as is necessary to apply for quotas of or for cement, steel, bricks, and other building materials allocable to the Owner for the construction for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the portion of new building and other inputs and facilities required for the construction or enjoyment of a portion of the building for which purpose, the Owner shall execute in favour of the Developer a Development Power of Attorney and other authorization as shall be required by the Developer.

The Developer shall at it's own costs and expenses and without creating any financial or other liabilities of the Owner construct and complete the said building and various units/flats and/or apartments thereto and/or modification shall be made in the LandOwner's Allocation with the consent of the LandOwner in writing.

#### **ARTICLE -IX** **DEVELOPER'S ALLOCATION**

Shall mean the entire built up area in the proposed Multistoried Building as per Building Plan that has been sanctioned by the Kolkata Municipal Corporation authority other than the allocation of the Owner as specifically written above in "Owner's Allocation" along with undivided proportionate share of right and interest in the First Schedule land together with



all common facilities, benefits, amenities, easements on the First Schedule land and the said proposed building to be constructed on the First Schedule written hereunder.

#### **ARTICLE -X**

##### **NOTICE OF POSSESSION & PAYMENT OF TAXES**

1. After completion of the work as per the plan, the Developer shall issue a letter to the LandOwner at their respective address before the delivery of possession. On receipt of the said letter, the LandOwner shall first take possession of the Owner's Allocation being free from all encumbrances and then the Developer as a Constituted Attorney of the Owner shall execute Deed of Conveyance in respect of the Developer's allocation to the respective intending purchaser (s) duly nominated by the Developer.

The above mentioned Sale Deeds from the Developer's Allocation can be executed by the said Attorney only after giving possession of the Flats of the Owner's Allocation to the Owner.

2. The Developer shall be liable to pay the taxes from the date of taking possession of the schedule below property till completion of the building and after taking possession and fulfillment of Owner's Allocation, the Owner shall pay proportionate share of taxes for allotted portion's taxes on proportionate share basis from the date of possession of the said allocated portion.

#### **ARTICLE -XI**

##### **DUTIES & OBLIGATIONS AND/OR REGISTRATION**

1. Both the LandOwner and the Developer shall abide by all laws, regulations, bye-laws, and rules and regulations imposed by the Government local bodies and as the case may be and shall attend answer and be responsible for any deviation and/or breach of any laws, bye-laws and rules and regulations.
2. The LandOwner and the Developer shall keep the interior walls of their allocation clean and harmless including sewer drains pipes and other fittings comprised therein.
3. Simultaneously with execution hereof the Owner shall hand over the custody of the First Schedule premises to the Developer for the purpose of, in connection with and in relation to the proposed construction work.

#### **ARTICLE - XII**

##### **OWNER' INDEMNITY**

The LandOwner hereby agrees that the Developer shall be entitled to the Developer's allocation as aforesaid and shall enjoy the said allocation without any interference and/or disturbance provided that the Developer perform and fulfill all the terms and conditions herein.

#### **ARTICLE -XIII**

##### **DEVELOPER'S INDEMNITY**

The Developer hereby agrees to keep the LandOwner indemnified against all Third party claims and actions arising out of any act or admission or omission of the Developer.



The Developer hereby undertakes to keep the LandOwner indemnified, against all actions, suit, costs, proceedings, and claims that may arise out of the constructions of the said proposed building.

**ARTICLE – XIV**  
**DEFINITIONS**

- 1) **THE LAND** shall mean and include, the land fully described in the **FIRST SCHEDULE** hereunder written.
- 2) **THE BUILDING** shall mean the Multistoried Building comprising the units and other Spaces, which is constructed as per aforesaid sanctioned plan.
- 3) **THE UNIT** shall mean the Flats and Other Spaces in the building including all fittings and fixtures therein and or thereto.
- 4) **THE BUILT UP AREA** shall according to its context means the plinth area of the Flat including the bathrooms and balconies and also thickness of internal walls, pillars and outer walls (but 50% of such internal walls, which are common between two flats) together with the proportionate area of the staircase & staircase landing of the floor on which the said flat is located in the building or all the flats of the building together with total staircase & staircase landing area of the building as the context permits.
- 5) **THE SUPER BUILT UP AREA** shall according to its context means the Covered Area of the flat plus the proportionate share of common portions and areas as defined herein in respect of the said flat and appurtenances thereto this proportionate share has been calculated 20% of the Built-up Area, irrespective of actual measurement of the proportionate share of the common portions and areas being more or less.
- 6) **THE COMMON AREAS** shall mean the common portions comprised in the building as are outside and beyond the exclusive areas of a unit.
- 7) **PROPORTIONATE SHARE** shall mean the Owner' and the intending Purchasers' share in the land and the common areas and faculties and such share from the all common rights and liabilities including common profits and common expenses and payment of taxes if any dues of Kolkata Municipal Corporation, of the unit.
- 8) **THE COMMON EXPENSES** shall mean the expenses incurred for the common purpose.
- 9) **THE CO-OWNER** shall mean all persons who owned or to own any unit or units, including the Owner herein.
- 10) **THE PLAN** shall mean the plan approved and sanctioned by the Kolkata Municipal Corporation for the proposed building at Premises No. 374 Talpukur Road, under K.M.C. Ward No. 126 and having Assessee No. 411262003715, P.O. Sarsuna, P.S. Thakurpukur (Now Sarsuna), Kolkata 700061, in the name of the OWNER herein.
- 11) **COMMON PURPOSES** shall mean and include the purpose of upkeep, management, maintenance, administration and protection of the common areas and common portion and the purposes of regulating actual rights and liabilities of the co-Owner for the comfortable peaceful and beneficial use, occupation and enjoyment of the co-Owner of their respective units and all other purposes or matters in which the co-Owner shall have common interest relating to the land and the building.



12) 'WORDS' importing singular shall include plural vice versa and the words importing masculine gender shall mean and include feminine and vice versa and similarly words importing neuter gender shall include masculine and feminine genders.

**ARTICLE -XV**  
**MISCELLANEOUS**

1. The LandOwner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as Partnership between the parties hereto in any manner nor shall the parties hereto constituted as an Association of person.
2. It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and may need of the Owner and various applications and other documents may be required to be signed or made by the Owner which specified provision may not have been mentioned herein. The Owner hereby undertake to do all such acts, deeds, matters and the Owner shall execute all such additional applications and other documents as same may be provided that all such acts, deeds and things do not in any way infringe on the right of the Owner and/or against the spirit of this Agreement.
3. Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Owner if delivered by hand and duly acknowledged or sent by prepaid registered post with A/D and shall likewise be deemed to have been served on the Developer if delivered or sent by prepaid registered post to the Developer at the recorded address.
4. The Developer and the Owner shall mutually frame scheme for the management and administration of the said building and/or common parts therein.
5. The Developer shall pay all Kolkata Municipal Corporation, taxes in respect of the schedule below property and also electricity charges to be paid in respect of Owner's allocated portion from the date of taking over possession of the Schedule below property till the date of completion of the building and handing over possession of the same to the Owner.
6. That the Developer shall bear all expenses for obtaining Income Tax clearance certificate under Section 230(A) of the Income Tax Act, 1962 in respect of the Developer's allocation and any liability (s) or any such taxes arisen and payable under the Income Tax Act, 1962, the Developer shall bear all such liabilities at his own costs and expenses.
7. The intending Purchasers, Flat Owner, Developer/s and the LandOwner shall not do any such thing for which the mutation in respect of the respective Flat is obstructed or objected by the Kolkata Municipal Corporation or any concerning authority.
8. Any dispute or differences which may arise between the parties or their representatives, with regard to the construction, meaning and effect of this Deed or any party thereof, or the rights and liabilities under this Deed, shall be referred to Arbitration and the



decision of a Sole Arbitrator, if the parties in disputes so agree, otherwise to two or more arbitration, one to be nominated by each party or his/their representatives and in case of difference of opinion between them, by the umpire selected by them at the commencement of reference and this clause shall be deemed to be a submission within the meaning of the Indian Arbitration & Conciliation Act, 1996 and/or any other statutory modification and/or reenactment.

9. That it has been amicably settled by and between both the parties that if there is any excess construction by virtue of any Revised Plan sanctioned by the Kolkata Municipal Corporation then the LandOwner and the Developer herein respectively shall be entitled for that enhanced construction and both the Parties herein shall settle amongst themselves amicably regarding the claim of allocation of that enhanced portion at the time of sanction of the said Revised Plan.

10. That if there be any tenant then all responsibility will be borne by the Developer and the Developer will settle with the tenant amicably regarding the possession of the tenant at the said property.

11. That it has been decided by and between both the Parties that all the Original Deeds and Mutation Certificate along with all relevant Original Papers of the said property shall be handed over by the First Part to the Second Part at the time of signing of this presents.

#### **ARTICLE XVI**

##### **FORCE MAJEURE CLAUSE**

The LandOwner and the Developer hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the respective obligations prevented by the existence of bona-fide force majeure shall be suspended during duration of the force majeure.

#### **ARTICLE XVII**

##### **ARBITRATION**

In case of any dispute and difference or question arising between the parties hereto with regard to this Agreement, the same shall be referred to Arbitration under the provision of the Arbitration & Reconciliation Act, 1996 and/or any other statutory modification and/or Re-enactment.

#### **FIRST SCHEDULE OF THE PROPERTY :**

##### **DESCRIPTION OF THE LAND**

**ALL THAT** piece and parcel of the plot of land measuring an area about 3 cottahs and 28 Sq.ft., more or less, together with the single storied building standing upon and measuring about 500 sq.ft. more or less, with mosaic flooring and without lift, lying and situated at Mouza Dakhin Behala, J.L. No. 116, R.S. No. 61, Touzi No. 351, under R.S. Khatian No. 37, R.S. Dag No. 494, being Premises No. 374 Talpukur Road, and having mailing address 67/22 Talpukur Road, under K.M.C. Ward No. 126 and having Assessee No. 411262003715, P.O. Sarsuna, P.S. Thakurpukur (Now Sarsuna), Kolkata 700061, in the District South 24 Parganas, which is butted and bounded in the manner following:-



- ON THE NORTH** : By property of Sisir Adhikari;  
**ON THE SOUTH** : By Plot No. 497;  
**ON THE EAST** : By Property of Mustari Behum;  
**ON THE WEST** : By 16 Ft wide KMC Road;

**SECOND SCHEDULE ABOVE REFERRED TO**  
**(OWNER'S ALLOCATION)**

The LandOwner shall be allotted (A) 1 (One) No. of self- contained 2 BHK residential Flat on the First Floor Front Side measuring a Carpet Area about 478 sq.ft., more or less, (B) 1 (One) No. Car Parking Space measuring an area about 144 sq.ft., more or less, on the Ground Floor of the proposed Building as per Sanctioned Plan of Kolkata Municipal Corporation of the proposed Multistoried Building together with common facilities and amenities of the said proposed Building including proportionate share of the roof.

**THIRD SCHEDULE ABOVE REFERRED TO**  
**(DEVELOPER'S ALLOCATION)**

**DEVELOPER'S ALLOCATION:** Shall mean the entire built up area in the proposed Multistoried Building as per Building Plan that has been sanctioned by the Kolkata Municipal Corporation authority other than the allocation of the Owner as specifically written above in "Owner's Allocation" along with undivided proportionate share of right and interest in the First Schedule land together with all common facilities, benefits, amenities, easements on the First Schedule land and the said proposed building, more fully and particularly described in the First Schedule written herein above.

**FOURTH SCHEDULE**  
**COMMON AREAS**

- a. The land on which the building is located, all easement and quasi-easements rights, dominant heritage etc. belonging to land and building.
- b. The foundation columns, griders, supports main wall, lobbies, stair, staircase, ways, entrance and exists of the building.
- c. The easements and wards.
- d. Installation of common services such as powers, lights, water, sewerage etc.
- e. Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.
- f. All other parts of this property necessary for convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- g. Boundary walls.
- h. Electric meter and switches fixed in the common areas.
- i. Ultimate roof of the Building.

**FIFTH SCHEDULE**  
**(SPECIFICATION OF CONSTRUCTION)**

**STRUCTURE :**



The building shall have a R.C.C. framed structure with isolated spread fittings

**FOUNDATION BEDDING :**

All exterior brick work shall be 5" thick with bricks of approved quality of C.W. (1:6) all portions shall be 3" thick with bricks of approved quality of C.M. (1:4).

**FLOORING FINISH, SKIRTING DADO ETC:**

ALL floor shall be completed with white Marble//Vitrified tiles 2' x 2' and 4 inches height skirting in all rooms and other places, and 5 ft height tiles in the skirting and wall of the toilet.

**PLASTER :**

The outside of the building will be sand cement plaster  $\frac{3}{4}$  " (average) whereas the inside and ceiling plaster will be  $\frac{1}{2}$  " thick (average) in C.M. (1:4). The flat will be provided with Plaster of Paris on the walls.

**DOORS :**

All doors will be provided commercial flash doors. Except main door which will have front side screen pasted. Toilets shall have PVC doors.

**WINDOW :**

Glass fitted sliding Aluminum windows with M.S. Grill as per approved design of architect , and balcony must have be 3 ft height Grill Bar.

**PAINTING :**

The building shall be painted externally with weather coat/ colour chem. The inside of the flat shall be finished with plaster of paris.

**TOILET AND KITCHEN :**

On tap fittings of standard quality.

**1. BATH AND LAV**

- a. One European type white commode and one white cistern,
- b. One shower,
- c. Two taps.
- d. Floors will be marble/Floor tiles (White).
- e. Wall will be tiles upto 6 ft height.
- f. Basin with Tap.

2. **KITCHEN :** Kitchen counter will be provided with black stone slab, one steel sink, and the wall will be fitted with glaze tiles 4 ft height from the Black stone top.

**3. LIVING / DINNIG ROOM :**

- a. One white wash basin.
- b. One tap.

**4. STAIRCASE :**

1. Staircase room will be provided with steel windows for light and ventilation as per design.
2. Cabin for electric motor in ground floor inside the building under staircase or other suitable place.

5. **ROOF :** 3 ft height parapet wall will be provided all around the roof.

**6. ELECTRICAL INSTALLATION :**



- a. Bed room : 1 bed switch point, 2 light point, 1 fan point and 1 plug point. Only 1 A.C. Point in a bed room.
  - b. Living/Dinning : 2 light point , 1 fan point , 1 plug point and 1 power point.
  - c. Kitchen : 1 light point, 2 power point, 1 exhaust fan point and 1 aqua point.
  - d. Balcony : 1 light point.
  - e. T.V. and Phone : 1 TV point will be provided in the living room/bed room.
  - f. Toilets : 1 light point , 1 exhaust fan point , 1 geyser point and 1 fan point.
- All wiring will be as per CESC regulations.

**7. RESERVOIR :**

One overhead reservoir will be provided on the top of the last room as per design. The suitable electric pump with motor will be installed at ground floor to deliver water to the overhead reservoir from the Kolkata Municipal Corporation water supply.

- 8. EXTRA WORK :** Any extra work, other than standard schedule works, shall be charged extra.

**IN WITNESS WHEREOF** the parties hereto set and subscribed their respective hand and seal on the day month and year first above written.

In presence of following witnesses :

1. Mahua Mukherjee  
67/22 Talpukur Road  
Bansura, Kol-700061

2. Anup Sill

Sarbamangala Banibesh  
Dakshin Behala Road  
Kolkata - 700061

*Siddhartha Mukherjee*  
(SIDDHARTHA MUKHERJEE)

SIGNATURE OF THE LANDOWNER

TARA MAA DEVELOPER

*Swarna Lipi Baidel*  
Proprietor

SIGNATURE OF THE  
BUILDER/DEVELOPER

**Drafted and Prepared by me:**

*Sandipan Mitra*

SANDIPAN MITRA

Advocate

High Court, Calcutta.

6, Old Post Office Street,

Kolkata - 700001.

(PH : 9432299422)

Enl. : WB/186/2006



MEMO OF CONSIDERATION

RECEIVED from the withinnamed DEVELOPER the withmentioned sum of ₹.  
 2,00,000/- (Rupees Two Lakhs only), being the withinmentioned consideration sum as per  
 the memo below :

Sl. No.	Details of Payments	Price (₹)
1.	By RTGS/NEFT FUND TRANSFER dated 15.04.2024 from Bank of Baroda, Shakerbazar Br.	2,00,000/-
	Total -	2,00,000/-

Rupees Two Lakhs only.



## WITNESSES :

1. Mahua Mukherjee.  
67/22 Talpukur Road  
Bansura, Kol. 700061
2. Anup Sill  
Sarbamangala Upanibesh  
Dakshin Behala Road,  
Kolkata. 700061

*Siddhartha Mukherjee*  
 (SIDDHARTHA MUKHERJEE)  
 (SIGNATURE OF THE OWNER)



SPECIMEN FORM FOR TEN FINGERPRINTS

	<i>Shankar</i>	Left Hand					
Little			Ring	Middle	Fore	Thumb	
Right Hand							
		Thumb	Fore	Middle	Ring	Little	
	<i>Swarajipi Baral</i>	Left Hand					
Little			Ring	Middle	Fore	Thumb	
Right Hand							
		Thumb	Fore	Middle	Ring	Little	
<p align="center">Photo</p>		Left Hand					
Little			Ring	Middle	Fore	Thumb	
Right Hand							
		Thumb	Fore	Middle	Ring	Little	



### Major Information of the Deed

Deed No :	I-1603-09168/2024	Date of Registration	03/06/2024
Query No / Year	1603-2001143661/2024	Office where deed is registered	
Query Date	06/05/2024 10:04:21 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	SANDIPAN MITRA 6 OLD POST OFFICE STREET,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9432299422, 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 : 2,00,000/-]	
Set Forth value		Market Value	
Rs. 5,50,000/-		Rs. 17,40,436/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 5,021/- (Article:48(g))		Rs. 2,053/- (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:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Talpukur Road, , Premises No: 374, , Ward No: 126 Pin Code : 700061




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	3 Katha 28 Sq Ft	5,00,000/-	13,67,499/-	Width of Approach Road: 16 Ft.,
Grand Total :				5.0142Dec	5,00,000 /-	13,67,499 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	50,000/-	3,72,937/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Mosaic Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		500 sq ft	50,000 /-	3,72,937 /-	



### Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr SIDDHARTHA MUKHERJEE</b> Son of Late KAMAL KUMAR MUKHERJEE Executed by: Self, Date of Execution: 03/06/2024 , Admitted by: Self, Date of Admission: 03/06/2024 ,Place : Office	 03/06/2024	 Captured LTI 03/06/2024	 03/06/2024
67/22, Talpukur Road, City:- , P.O:- SARSUNA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700061 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX7 , PAN No.: AExxxxxx2L, Aadhaar No: 91xxxxxxxx9486, Status :Individual, Executed by: Self, Date of Execution: 03/06/2024 , Admitted by: Self, Date of Admission: 03/06/2024 ,Place : Office				

### Developer Details :


SI No	Name,Address,Photo,Finger print and Signature			
1	<b>TARA MAA DEVELOPER</b> 516, Khan Mohammad Road, City:- , P.O:- SARSUNA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700061 Date of Incorporation:XX-XX-2XX4 , PAN No.: gdxxxxxx2a,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

### Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mrs SWARALIPI BARAL (Presentant )</b> Wife of DEBRAJ BARAL Date of Execution - 03/06/2024, , Admitted by: Self, Date of Admission: 03/06/2024, Place of Admission of Execution: Office	 Jun 3 2024 12:29PM	 Captured LTI 03/06/2024	 03/06/2024
516, Khan Mohammad Road, City:- , P.O:- SARSUNA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700061, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX5 , PAN No.: GDxxxxxx2A, Aadhaar No: 81xxxxxxxx2134 Status : Representative, Representative of : TARA MAA DEVELOPER (as SOLE PROPRIETOR)				



### Identifier Details :

Name	Photo	Finger Print	Signature
<b>Mr SANDIPAN MITRA</b> Son of Mr DILIP KUMAR MITRA 6 OLD POST OFFICE STREET, City:- Kolkata, P.O:- COUNCIL HOUSE STREET, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001		 Captured	
	03/06/2024	03/06/2024	03/06/2024
Identifier Of Mr SIDDHARTHA MUKHERJEE, Mrs SWARALIPI BARAL			

### Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr SIDDHARTHA MUKHERJEE	TARA MAA DEVELOPER-5.01417 Dec
Transfer of property for S1		
SI.No	From	To. with area (Name-Area)
1	Mr SIDDHARTHA MUKHERJEE	TARA MAA DEVELOPER-500.00000000 Sq Ft



**Endorsement For Deed Number : I - 160309168 / 2024**

**On 03-06-2024**

**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 12:17 hrs on 03-06-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mrs SWARALIPI BARAL ,.

**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 17,40,436/-

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

Execution is admitted on 03/06/2024 by Mr SIDDHARTHA MUKHERJEE, Son of Late KAMAL KUMAR MUKHERJEE, 67/22, Road: Talpukur Road, , P.O: SARSUNA, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by Profession Service

Indetified by Mr SANDIPAN MITRA, , , Son of Mr DILIP KUMAR MITRA, 6 OLD POST OFFICE STREET, P.O: COUNCIL HOUSE STREET, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 03-06-2024 by Mrs SWARALIPI BARAL, SOLE PROPRIETOR, TARA MAA DEVELOPER (Sole Proprietorship), 516, Khan Mohammad Road, City:- , P.O:- SARSUNA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700061

Indetified by Mr SANDIPAN MITRA, , , Son of Mr DILIP KUMAR MITRA, 6 OLD POST OFFICE STREET, P.O: COUNCIL HOUSE STREET, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 2,053.00/- ( B = Rs 2,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 2,021/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 27/05/2024 7:35PM with Govt. Ref. No: 192024250059455198 on 27-05-2024, Amount Rs: 2,021/-, Bank: SBI EPay ( SBlePay), Ref. No. 7861887758716 on 27-05-2024, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 4,921/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 31425, Amount: Rs.100.00/-, Date of Purchase: 03/05/2024, Vendor name: A K SAHA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 27/05/2024 7:35PM with Govt. Ref. No: 192024250059455198 on 27-05-2024, Amount Rs: 4,921/-, Bank: SBI EPay ( SBlePay), Ref. No. 7861887758716 on 27-05-2024, Head of Account 0030-02-103-003-02



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



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2024, Page from 231789 to 231811  
being No 160309168 for the year 2024.



*Dhar*

Digitally signed by Debasish Dhar  
Date: 2024.06.03 13:39:19 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 03/06/2024  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.





Government of West Bengal

Office of the D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas

W.B. FORM NO. 1504

Query No / Year	16032001143661/2024	Serial No/Year	1603009421/2024
Transaction id	0001399925	Date of Receipt	03/06/2024 12:19PM
Deed No / Year	I - 160309168 / 2024		
Presentant Name	Mrs SWARALIPI BARAL		
Land Lord	Mr SIDDHARTHA MUKHERJEE		
Developer	TARA MAA DEVELOPER		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-]		
Total Setforth Value	Rs. 5,50,000/-	Market Value	Rs. 17,40,436/-
Stamp Duty Paid	Rs. 100/-	Stamp Duty Articles	48(g)
Registration Fees Paid	Rs. 32/-	Fees Articles	B, E, H, M(b)
Standard User Charge	300/-	Requisition Form Fee	50/-
Remarks			

Stamp Duty Paid (Break up as below)

By Stamp					
Stamp Type	Treasury or Vendor	Treasury or Vendor Name	Stamp Serial No	Purchase Date	Amount in Rs.
Impressed	Vendor	A K SAHA	31425	03/05/2024	100/-

Registration Fees Paid (Break up as below)

By Cash	Amount in Rs.
Amount Paid	32/-

Other Fees Paid (Break up as below)

By Cash	Amount in Rs.
Standard User Charge	300/-
Requisition Form Fee	50/-