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भारतीय गैर न्यायिक

पचास  
रुपये

₹ 50

FIFTY  
RUPEES

Rs. 50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AF 668981

**DEVELOPMENT AGREEMENT**  
alongwith  
**DEVELOPMENT POWER OF ATTORNEY**

THIS AGREEMENT is made on this the 31st day of  
January, Two Thousand and Twenty Four (2024)

**BETWEEN.**

19 JAN 2024

SL. No. 1817 Date

JOY MONDAL

(Advocate)

Alipore Judges' Court  
Kolkata-700027

Address

Vendor Sign

TAPAN KUMAR DAS  
Alipore Police Court  
Kolkata-700027

Prasanta Ghosh  
S/O Late Mr. Ghosh  
Alipore Police Court  
KOL-700027.



**MR.SAYAK DAS (PAN-JITPD4532C) (AADHAAR No.9692 0618 6280)** Son of Sri Swapan Kumar Das, by faith-Hindu, by occupation-Student, by Nationality Indian, residing at- 60, Panchanan Dey Road, West Rajapur, P.O. & P.S. Jadavpur, Kolkata- 700032, District South 24 Parganas, hereinafter called and referred to as the **OWNER** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

**AND**

**M/S.TFG CORPORATE, (PAN NO.-AATFT0106D)**, a partnership firm, having its principle place of business at 71, Jodhpur Gardens, Post Office-Lake Gardens, Police Station – Lake, Kolkata – 7000 45, District 24 Parganas (South), and branch office at F/32, Katju Nagar Colony, Post Office and Police Station- Jadavpur, Kolkata- 700032, District- South 24 Parganas, being represented by its Partners(1) **MR. CHINMOY KAR (PAN-AMLPK3151D) (AADHAR No.- 2562-0825- 8573)** Son of Late Charu Chandra Kar, by faith- Hindu, by occupation- Business, by Nationality-Indian, residing at F-15, Katju Nagar, P.O. & P.S. Jadavpur, Kolkata-700032, District South 24 Parganas, AND (2) **MR. MUKESH RAI, (PAN-APXPR4678F), (AADHAR No. 8433-5547-9694)** Son of- Mahendra Rai, by faith- Hindu, by occupation- Business, residing at - F/32, Katju Nagar Colony, Post Office and Police Station- Jadavpur, Kolkata- 700032, District- South 24 Parganas, hereinafter called and referred to as the **DEVELOPER** (which term or expression unless excluded by or repugnant to the content shall deem to mean and include its successors, successors-in-office, legal representatives and assign(s))

**WHEREAS** One Smt. Ranu Das (since deceased) wife of Late Santosh Kumar Das, of 60, Panchanan Dey Road, P.O & P.S. Jadavpur, West Rajapur, Kolkata- 700032, became absolute sole owner of ALL THAT piece and parcel of Bastu land measuring 4 Cottahs 4 Chittaks, lying and situated at Mouza - Rajapur, J.L. no. 23, P.S. – Jadavpur, within the limits of Kolkata Municipal Corporation Ward no. 102, Khatian No. 57, Dag No. 511, being K.M.C. Premises no. 396, West Rajapur (being Postal Premises no.



60, PanchananDey Road, PaschimRajapur), Kolkata-700032, District South 24 Parganas, by virtue of a Will executed in her favour by her uncle namely SachinathSil wherein she obtained probate vide probate case no. O.S. 5/85, in the Ld. Additional District Judge, Fifth Court, Alipore on 21<sup>st</sup> June, 1985.

**AND WHEREAS** said Smt. Ranu Das thereafter purchased All that piece and parcel of land measuring 4 Chittaks more or less at Mouza- Rajapur, J.L. No. 23, Khatian No. 57. Dag No. 511, P.S. Jadavpur, within the limits of Kolkata Municipal Corporation Ward no. 102, being K.M.C. Premises no. 396, PaschimRajapur (being Postal Premises no 60, PanchananDey Road, PaschimRajapur, Kolkata 700032, District South 24 Parganas, by way of registered Deed of Sale dated 15.09.1988 at the office of A.D.S.R. Alipore recorded in Book No. 1, Volume no. 62. Pages 134 to 142, Being No. 2789, for the year 1988.

**AND WHEREAS** said Smt. Ranu Das while seized and possessed of the said abovementioned property by way of registered Deed of Gift due to love and affection she gifted her abovementioned property to an unto in favour of her grandson namely SAYAK DAS, son of Sri Swapan Kumar Das by a Bengali Danpatra which was registered in the office of Additional District Sub Registrar Alipore and recorded in Book No. 1, Volume no. 1605-2018, Page from 41399 to 41416, being No. 160501180, for the year 2018.

**AND WHEREAS** pursuant to the said Deed of Gift said Sayak Das, the Owner herein is in peaceful possession, occupation and enjoyment over the said property and while the said owner seized and possessed of the said land, has been paying taxes regularly to the appropriate authority and the said property is found free from all encumbrances and the same is particularly described in First schedule here under written.

**AND WHEREAS** the existing two storied structure is in a dilapidated condition and the First Part herein being the natural guardian decided to demolish the existing structure at his own cost and expenses.

**AND WHEREAS** the building being in a dilapidated condition the Owner/First Party herein decided to develop the aforesaid property by erecting multi storied building thereon consisting of several flats and other spaces as per the building

plan to be sanctioned and/or approved by The Kolkata Municipal Corporation, Building department.

**AND WHEREAS** accordingly the Owner/First Party herein approached the Developer/Second Party herein to construct the "Building on the said property as per the Building Plan to be sanctioned and/or approved by the Kolkata Municipal Corporation

**AND WHEREAS** being aware of such intention of the Owner the Developers herein contacted the Owner and requested them to allow and develop the said premises by constructing the proposed building in accordance with the Sanction plan as per arrangement cost and expenses of the Developer.

**AND WHEREAS** on negotiation between the parties, the Owner allows the Developers to develop the said premises being K.M.C. Premises No. 396, PaschimRajapur (being Postal Premises no. 60, PanchananDey Road, PaschimRajapur), Kolkata 700032, District South 24 Parganas, on the terms and conditions hereinafter contained.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES HERETO ACCORDING TO THE** following terms and conditions.

#### **ARTICLE I: DEFINITIONS**

**1.1 OWNER:** Shall mean the said **Mr. SAYAK DAS**, Son of Sri Swapan Kumar Das, by faith-Hindu, by occupation-Student, by Nationality- Indian, residing at 60, PanchananDey Road, West Rajapur, P.O. & P.S. Jadavpur, Kolkata- 700032, District South 24 Parganas(which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns).

**1.2 DEVELOPER:** Shall mean (1)**Mr. CHINMOY KAR**, Son of Late CharuChandra Kar, by faith- Hindu, by occupation-Business, by Nationality-Indian, residing at F-15, Katju Nagar, P.O. Jadavpur, P.S. Jadavpur, Kolkata-700032, District South 24 Parganas, AND (2)**Mr. MUKESH RAI**, Son of MahendraRai, by faith Hindu, by occupation- Business, residing at F/32, Katju Nagar Colony, Post Office and Police



Station - Jadavpur, Kolkata- 700032, District- South 24 Parganas, and their heirs, executors, administrators, legal representatives and assigns.

**1.3 TITLE DEEDS:** Shall mean the documents of title relating to the said premises attested copies of which shall be handed over to the Developer at the time of execution of this Agreement. The Owner are bound to produce all documents as and when necessary from time to time to acknowledgement/receipt from concerned authority and/or Developer.

**1.4 PREMISES:** Shall mean to ALL THAT piece and parcel of Bastu land measuring about 4 Cottahs 4 Chittaks together with 1200 sq. ft. two storied structure standing thereon, lying and situated at Mouza- Rajapur, J.L. No.23, P.S. Jadavpur, within the limits of Kolkata Municipal Corporation Ward no. 102, Khatian No. 57, Dag No. 511, being KMC Premises no. 396, West Rajapur (being Postal Premises no.60, Panchanan Dey Road, Paschim Rajapur), Kolkata-700032, having Assessee No.311021703969, District South 24 Parganas, together with all rights of easements facilities and amenities annexed thereto

**1.5 BUILDING:** Shall mean a Multi- Storied Building to be constructed on the said premises as per plan to be sanctioned by the Kolkata Municipal Corporation, Building Department.

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

**1.7 DEVELOPER'S ALLOCATION:** Shall mean and has been mentioned in the SCHEDULE "C" hereunder.

**1.8 COMMON FACILITIES & AMENITIES:** Shall include ultimate roof of the building, boundary wall, corridors, stair ways, passage way, drive ways, common lavatories, pump space, underground, water reservoir, overhead water tank, septic tank, stair and stair landing on all floors, water pump, motor, roof and other facilities which may be mutually agreed upon between the parties and required for the establishment location enjoyment, provisions, maintenance, managements of the building and land there under or mutually agreed upon by the Owner of units/floors/flats which is mentioned in the SCHEDULE "D" hereunder.

**1.9 SALEABLE SPACE:** Shall mean units/floors/flats spaces in the building available for independent use and occupation after making due provisions for the owners portion and common facilities and the space required thereof.

**1.10 COMMON EXPENSES:** Shall mean and include expenses incurred for the purpose of building maintenance at the said premises and the proposed building in particular the common parts as also meeting of the common expenses and matters relating to mutual right and obligations of the Developer the Owner and their nominees including the intending Purchasers/sand the common use and enjoyment thereof, which is mentioned in the SCHEDULEE hereunder.

**1.11 ARCHITECT:** Shall mean such person or persons who has been entrusted and/or appointed by the Developer for designing the building to be constructed on the said land premises as aforesaid

**1.12 BUILDING PLAN:** Shall mean the plan prepared by the Architect for the construction of the building and duly sanctioned by the Kolkata Municipal Corporation.

**1.13 BUILT UP AREA:** Shall mean and include the roof, covered area of the flat as those are lying as specified in the said Sanction Plan.

**1.14 SUPER BUILT UP AREA:** Shall mean and include the built up area of the particular flat also include the proportionate share of each flat in the common spaces, common areas, underground water, overhead water tanks. stair cases, walls, lobbies, corridors, and in all areas which is used for locating common service e.g. meter room etc.

**1.15 TRANSFEROR:** Shall mean the Owner and the Developer who intends to sell the units/floors/flats/allotted to them as per their respective allocation to the intending buyer/buyers together with undivided proportionate share of the land and right to use the common space in multi storied building.

**1.16 TRANSFEREE:** Shall mean the person, firm, limited company or an Association or persons to whom units/floors/flats/car parking spaces/shops/spaces in the building to be transferred.



**1.17 TRANSFER:** Shall mean with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is legally a transfer of multi-storeyed building to intending Purchasers thereof.

**1.18 NOTICE:** Shall mean and include all notice to be served hereunder by either of the parties to the other by speed post with acknowledgement due at the last known address of the parties hereto.

**1.19 SINGULAR:** Shall mean plural and vice versa, masculine shall includedfeminine and vice versa.

**1.20 HANDING OVER POSSESSION OF LAND:** Shall mean that the Owner shall hand over the peaceful and vacant possession of land of the said premises for construction of the proposed building, after execution of this Deed ofDevelopment

## **ARTICLE-II: COMMENCEMENT**

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

## **ARTICLE-III: OWNER'S RIGHT & REPRESENTATION**

3.1 The Owner hereto absolutely seized and possessed of and/or well and sufficiently entitled to ALL THAT piece and parcel of Bastu land measuring about 4 Cottahs 4 Chittaks, lying and situated at Mouza- Rajapur, J.L. No.23, P.S. Jadavpur, within the limits of Kolkata Municipal Corporation Ward no. 102, Khatian No. 57, Dag No. 511, being KMC Premises no. 396, West Rajapur (being Postal Premises no.60, PanchananDey Road, PaschimRajapur), Kolkata-700032, having Assessee No.311021703969, District South 24 Parganas.

3.2 Save and except the Owner nobody else have any right, title, interest, claim and demand whatsoever or howsoever in respect of the said premises. The Developer has also verified the title papers of the said property upon being satisfied with the same the Developer has agreed to enter into this agreement.

3.3 That the Owner does not hold any excess vacant land within the meaning or the Urban Land (Ceiling and Regulation) Act. 1976.

3.4 That the name of the Owner has been mutated in the records of the Kolkata Municipal Corporation.



3.5 That the said premises is not subject to any notice of acquisition or requisition.

3.6 That the Land Owner herein shall give all necessary help to the Developer herein for Developing the Schedule Land, more fully mentioned in Schedule "A" herein under, and if any dispute arise due to defect in title of the said property then in that event the owner shall settle the said dispute at his own cost and expenses and the Developer shall not be responsible for the same.

3.7 The Land Owner also declares that he has not entered into any agreement for sale, transfer with regard to the schedule property and before these presents has further cancelled/terminated all such agreements if at all executed with regard to the schedule property and if any dispute arise due to such agreement(s) then in that event the owner shall settle the such dispute at his own cost and expenses and the Developer shall not be responsible for the same.

#### **ARTICLE-IV: DEVELOPER'S RIGHTS**

4.1 The Owner hereby grant exclusive right to the Developer to develop the said premises by way of constructing a new multi-storeyed building thereon in accordance with the Sanctioned Building Plan with or without any amendment and/or modification thereto made or caused to be made by the parties keeping the existing building as it is.

4.2 That the Developer shall pay and bear all expenses toward sanction of building plan, building material, lawyer fees and all construction charges and incidental charges thereto of the new building and to complete it in all respect at their own costs or at the cost of the intending Purchaser or Purchasers including architect fees/charges expenses required to be paid or deposited for the purpose of development of the said premises and the Owner shall not have any responsibility in these respects and it is also placed on record that prior to getting handover of the schedule property hereunder written the Developer herein has already made payment/expenses of Rs.4,50,000/- (Rupees Four Lakhs Fifty Thousand only) to up to-date/upkeep the documents of the schedule property along with development of the said land & structure and shifting charges of the landlord hereof.

4.3 It is made clear that save and except the share of the Owner in the proposed building as mentioned in SCHEDULE "B" hereunder the remaining units/floors/flats particularly described in the Schedule "C" below will be sold or disposed of to the prospective buyers by the Developer at any consideration or price at the sole discretion of the Developer after giving and/or handing over the Owner's allocation to the owner at their satisfaction.

## **ARTICLE-V: CONSIDERATION AND FINANCIAL MATTERS**

5.1 In consideration of the Agreement the Owner have agreed to grant exclusive right of development of the said premises to the Developer and the Developer agrees and/or undertakes to allocate the following accommodation to the Owner as Owner Allocation:-

i) The Owner shall get a non refundable amount of Rs. **15,00,000/- (Rupees Fifteen Lakhs)** only in different instalments on or before the completion of the proposed building in all respect by the Developer at their own cost and expenses, the Developer shall allocate and handover to the Owner the following accommodation as follows:-

a) A non-refundable security deposit of **Rs. 15,00,000/- (Rupees Fifteen Lakhs)** only, more fully mentioned in Schedule "B" herein under.

b) The flooring allocation would be as follows:

i. 50% constructed area of the ground Floor.

ii. Entire Second Floor.

iii. 50% FAR of the Third Floor on the East Side.

Owners Allocation is more fully mentioned in Schedule "B" herein under.

c) Shifting Charges @ Rs. 10,000/- per month is to be paid to the owner as Owners accommodation charges during the entire period of construction of the building.

ii) Save and except the Owner allocation the Developer is entitled to get the remaining portion of the building to be constructed as per Sanction Plan, at the said premises, including common facilities and amenities available to the said building which is more fully and particularly mentioned in the **SCHEDULE "C"**.

5.2 Nothing in these present shall be construed as a demise or assignment or conveyance in law by the Owner of the said plot or any part thereof to the Developer or in creating any right, title or interest in respect thereof to the Developer save and except to commercially explore the same in terms hereof by construction of the building on the said plot of land and to deal with the Developer's Allocation/Saleable area in the building in the manner herein stated.



## **ARTICLE- VI: POSSESSION**

6.1 The Owner shall also grant over vacant possession of the said premises simultaneously with the execution of this agreement.

## **ARTICLE. VII: PROCEDURE**

7.1 The Owner shall also grant proper authority to the Developer and/or their nominee or nominees by giving a registered General Power of attorney as may be required by the Developer for the purpose of selling out the undivided and proportionate shares of the land along with the Flats, etc., to the intending purchaser/purchasers through Deed of Conveyance/s and Agreement for Sale/Sales, to sign and execute all necessary papers, deeds, documents, plans etc. for the purpose of development of the said premises and represent the owner for all purpose in connection with appropriate works before the appropriate authorities provided however the same shall not create financial liabilities upon the Owner.

7.2 The Owner shall also grant proper authority to the Developer and/or their nominee or their nominees by giving a Registered General Power of Attorney as may be required by the Developer for the construction of the proposed building as per plan and for development of the said premises and represent the owner for all purpose in connection with appropriate works before the appropriate authorities & otherwise provided however the same shall not create financial liabilities upon the Owner.

7.3 Apart from the registered General Power of Attorney, the Owner do hereby undertake that they shall execute as and when necessary all papers, deeds, documents of the said premises if necessary.

7.4 The Owner shall also produce the original title deeds, mutation certificate, paid tax receipt and other documents relating to of the said premises to the Developer, if require time to time. Otherwise the developer will get the authenticated copy of the said documents.

7.5 The Owner shall execute and register the AGREEMENT for sale and Deed of Conveyance in respect of the allocated portion of the Developer in favour of the intending Purchaser/Nominee selected by the Developer, if require.

#### **ARTICLE-VIII: DEALINGS OF SPACE IN THE BUILDING**

8.1 The Developer shall upon completion of the building put the Owner in undisputed possession of the Owner allocation **TOGETHER WITH** the rights, in common to the common facilities and amenities enjoyed proportionately with other Owner of units/floors/flats/car parking space/shops/spaces.

8.2 The Owner will be entitled to transfer and/or deal with the Owner's allocation in the building without any intervention of the Developer.

8.3 The Developer shall be exclusively entitled to his allocation with the right to transfer or otherwise deal with dispose of the same and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the of the Developer's allocation provided the Developer complies with all the terms and conditions to be observed and performed by the Developer under these presents.

8.4 The Developer being the party of the Second Part shall be at liberty with exclusive right and authority to negotiate for sale or units/floors/flats together with proportionate share of land excluding the space provided under Owner allocation as mentioned herein before of the said proposed building of the said premises with any prospective buyer/s on or before or in course of the construction work of the said building at such consideration and on such terms and condition as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer/s as aforesaid from Developer's allocation including earnest money or initial payments or part payment thereof shall be received by the Developer and the Owner herein will have no right and share to any portion thereof and to that effect the Owner also have no risk, liabilities accordingly.

8.5 The Developer shall be entitled to enter into agreement for sale in respect of Developer's allocation on the basis of this Agreement and Registered General Power of Attorney and shall be entitled to sign all necessary documents on behalf



of the Owner by virtue of the registered power of attorney, however that such dealing shall not in any manner fasten or create any financial and legal liability upon the Owner.

8.6 The Developer on behalf of the Owner, shall execute and register the Deed of Conveyance or Conveyances in favour of the intending Purchaser or Purchasers of the Developer's allocation of the building, save and except the Owner's allocation, on the strength of the General Power of Attorney, the costs of conveyance or conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Purchaser or Purchasers thereof.

### **ARTICLE. IX: BUILDING**

9.1 The Developer shall at its own costs construct erect and complete the building at the said premises in accordance with the plan with such materials and with such specification as are mentioned in the **SCHEDULE "F"** hereunder written and as may be recommended by the Architect from time to time.

9.2 Subject to as aforesaid the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided which are into inferior to the standard as mentioned in the Corporation Building Laws.

9.3 The Developer shall install/erect in the said building at the Developer's own costs standard new pump set with motor, water storage tanks, overhead reservoirs, electric wiring fitting and other facilities as are required in the said building having self contained units/floors/flats constructed thereon on ownership basis and as mutually agreed.

9.4 The Developer shall be authorized in the name of the Owner in so far as in necessary to apply for and obtain quotas entitlements and other allocation for cement, all types of steel, bricks and other building materials and accessories for the construction of the building and similarly apply for and obtain temporary and permanent connection of water, drainage sewerage and/or other facilities, if any

- available to the new building and other inputs and facilities required for the construction and enjoyment of the building.

9.5 The Developer shall at his own costs and expenses and without creating any financial or other liability to the Owner, construct and complete the said proposed building with its various units/floors/flats therein in accordance with the Sanctioned Building Plan.

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

#### **ARTICLE- X: BUILDING COMMON FACILITIES**

10.1 The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due and as and from the date of this agreement till handover of the entire building to the Owner and purchasers allocation.

10.2 As soon as the building is complete the Developer shall give written notice to the Owner requesting the Owner to take possession of the Owner's allocation in the building. Then after 30 (thirty) days from the date of service of such notice and at all times thereafter the Owner shall be exclusively responsible for payment of all municipal and property taxes, rates, duties dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owner's allocations at the said rates to be apportioned prorata with reference to the saleable space in the building if any are levied on the building as a whole.

10.3 The Owner and the Developer shall punctually and regularly pay for their respective allocation the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owner and the Developer and both the parties shall keep each other indemnified against all claims, action, demands, costs, charges and expenses and proceedings and proceeding whatsoever directly or indirectly instituted against or suffered by or paid by either or them as the case may be consequent upon a default by Owner or the Developer in this behalf.

10.4 Any transfer or any part of the Owner's Allocation of the new building shall be subject to the other provisions hereof and the respective transferee shall have



to be responsible in respect of the space transferred to pay the said rates and service charges for the common facilities in accordance with law.

10.5 If any one fails to pay maintenance charges in respect of his particular charges in respect of his particular area in that event they/he should pay GOVT interest as would be mutually determine between the Owner and buyers of other flats.

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

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

#### **ARTICLE- XI: COMMON RESTRICTION**

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

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

11.2 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alternation therein without the previous consent of the other occupants in this regard.

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

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

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

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

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

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

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

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

11.9 Either of the parties shall permit other's agents with or without workmen and others at all reasonable times to enter into any upon the each party's allocation and each party thereof for the purpose of maintenance or repairing maintainin



rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains gas and water pipes and electric wires and for any similar purpose.

## **ARTICLE- XII: OWNERS OBLIGATION**

12.1 The Owner doth hereby agrees and covenant with the Developer not to cause any interference or hindrance in the lawful construction of the said building at the said premises by the Developer. If any unreasonable interference or hindrance is caused by the Owner or his agents servants representatives causing hindrance or impediment to such construction the Owner will be liable for such damages.

12.2 The Owner hereby covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allotted portion in the building at the said Premises in favour of the intending buyers or units/ floors/flats in the said building.

The Owner further gives undertaking for and on behalf of their agents, servants, representatives for similar act at their own liability and responsibility subject to fulfilment of the Developer's obligation to the Owner as agreed upon herein.

12.3 The Owner doth hereby have agreed and covenant with the Developer not to let out, grant, lease mortgage and/or charge or part with possession of the said premises or any portion thereof before the construction is completed without the consent in writing of the Developer on and from the date of execution of this Deed/ Agreement.

12.4 The Owner herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction and sale of the said building save and except in case of any illegal acts and default of the developer. It is recorded herein that the completion period of the proposed building shall be only 18 (Eighteen) months from the date of receiving Sanction Plan from the Kolkata Municipal Corporation Building Department. If the Developer fails to complete of the said proposed building within 18 (Eighteen)

months in that event the said time shall be extended for the period of 6 (Six) months more, no further extension of time shall be allowed and time of completion shall be the essence of the contract.

12.5 The Owner herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said premises/lands or any portion thereof at any time during the subsistence of this agreements.

12.6 The Owner hereby covenants with the developer that he would be sole responsible for all the liabilities which may arise in respect of the land more fully mentioned in schedule "A" herein under, and he shall pay all his debts (if any) from the forfeit amount paid by the developers.

12.7 The Owner hereto without being influenced or provoked by anybody to hereby categorically avoid that as the Developer starts the construction of the said proposed building exclusively at their own cost arrangement and risk in as much as without having an financial participation and/or involvement on the part of the Owner hereto the Owner henceforth for all times to come shall not raise any claim and/or press for any extra benefits and/or amount in terms of the General Power of Attorney although otherwise mentioned in thereof and the Developer shall be at liberty to receive any amount from any purchaser or Purchaser in their own name and to appropriate the said sale proceeds of the units/floors/flats of the said building with regard to its allocation at its sole discretion without having any attachment and/or share thereon of the Owner hereto. Be it recorded that the money collected by the Developer from the Purchaser/Purchasers shall not in any way fasten the Owner with any liability nor shall it create any charge upon the said premises or any part there to.

12.8 That the owner herein covenants with the Developer herein that he shall remain bound to execute and produce any documents/papers in original as and when required by the Developer.

### **ARTICLE- XIII: DEVELOPER'S OBLIGATIONS**

13.1 The Developer doth hereby agrees and covenants with the Owner to complete the construction of the building within 18 (Eighteen) months from the



date of receiving Sanction Plan from the Kolkata Municipal Corporation Building Department and the grace period of completing the construction is 6 (Six) months more.

13.3 The Developer hereby agrees and covenants with the Owner not to do any act deed or things whereby the Owner is prevented from enjoying selling assigning and/or disposing of any of the Owner allocation in the building at the said premises.

13.4 The Developer doth hereby agree and covenant with the Owner not to transfer and/or assign the benefits of this agreement or any portion thereof to any party or parties without the consent in writing of the Owner.

13.5 The Developer doth hereby agree, covenants with the Owner not to violate or contravenes any of the provision of rules applicable to the construction of the said building.

13.6 The Developer hereby agrees and covenants with the Owner that Developer shall obtain common meter in the name of the any one Owner at his own costs and expenses.

13.7 The Developer shall bear the shifting expenses of the owners herein @ Rs. 10,000/- (Rupees Ten thousand) only from the date of handing over the vacant possession of the land to the developer herein.

#### **ARTICLE- XIV: OWNER INDEMNITY**

14.1 The Owner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances GOVT from the part of the Owner provided the Developer performs and fulfils all the terms and conditions herein contained and/or in its part to be observed and performed.

#### **ARTICLE- XV: DEVELOPER'S INDEMNITY**

15.1 The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sort of act of accident or omission

or commission of the Developer, if the construction falls down due to inferiority of the materials and other patent defects thereto, the developer will be responsible.

15.2 The Developer hereby undertakes to keep the Owner indemnify against all action, suits, costs, proceedings and claims that may arise out of the developers action with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect there in within Three months.

#### **ARTICLE- XVI: MISCELLANEOUS**

16.1 The Owner and the Developer have entered into the Agreement purely as a contract on the basis of this joint venture agreement and under any circumstances this shall not be treated as partnership and/or Associations or persons in between the Owner and the Developer.

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

16.3 The Owner shall not be liable for any Income Tax or any other taxes in respect of the Developer's allocation and the Developer shall make payment of the same and keep the Owner indemnified against all actions suits proceedings costs charges and expenses in respect thereof.

16.4 The Developer and/or his nominees and the Owner shall mutually frame scheme for the management and administration of the said building and/or common parts hereof. The Owner hereby agree to abide by all the rules and regulations to be framed by any society/association/holding/organization and/or any other organization who will be in charge of such management of the affairs of the building and/or common parts thereof and hereby give their consent to abide by such rules and regulation. It is made clear that the owner of the respective units shall maintain the said building after handover of possession to the prospective buyers by the Developer.

•



16.5 The proposed building is to be constructed by the Developer. It shall be made in accordance with the specifications, more fully and particularly mentioned and described in the **SCHEDULE "E"** hereunder written.

#### **ARTICLE- XVII: FORCE MAJURE**

17.1 parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligation prevented by the existence of the "**FORCE MAJURE**" and shall be suspended from the obligation during the duration of the "**FORCE MAJURE**".

17.2 "**FORCE MAJURE**" shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, Pandemic, Medical emergency, strike and/or any other act or commission beyond the control of the parties hereto. OR it would be mutually agreed by and between the Parties.

#### **ARTICLE- XVIII: JURIDISCTION**

19.1 The Courts (Civil & Criminal) shall have the jurisdiction to entertain and determine all actions suits and proceedings arising out of these presents between the parties hereto.

**DEVELOPMENT POWER OF ATTORNEY**

**NOW KNOW ALL MEN BY THESE PRESENTS**, that I, the Executant / Principal/Land Owner namely **MR.SAYAK DAS (PAN - JITPD4532C) (AADHAAR No. 9692 0618 6280)** Son of Sri Swapan Kumar Das, by faith - Hindu, by occupation - Student, by Nationality Indian, residing at - 60, Panchanan Dey Road, West Rajapur, P.O. & P.S. Jadavpur, Kolkata - 700032, District South 24 Parganas, do hereby nominate, constitute, appoint **M/S.TFG CORPORATE, (PAN NO.-AATFT0106D)**, a partnership firm, having its principle place of business at 71, Jodhpur Gardens, Post Office - Lake Gardens, Police Station - Lake, Kolkata - 7000 45, District 24 Parganas (South), and branch office at F/32, Katju Nagar Colony, Post Office and Police Station- Jadavpur, Kolkata- 700032, District- South 24 Parganas, being represented by its Partners(1) **MR. CHINMOY KAR (PAN-AMLPK3151D) (AADHAR No.- 2562-0825- 8573)** Son of Late Charu Chandra Kar, by faith- Hindu, by occupation- Business, by Nationality-Indian, residing at F-15, Katju Nagar, P.O. & P.S. Jadavpur, Kolkata-700032, District South 24 Parganas, AND (2) **MR. MUKESH RAI, (PAN-APXPR4678F), (AADHAR No. 8433-5547-9694)** Son of Mahendra Rai, by faith- Hindu, by occupation - Business, residing at - F/32, Katju Nagar Colony, Post Office and Police Station - Jadavpur, Kolkata - 700032, District- South 24 Parganas, to do execute, perform, the following acts, deeds, things in connection with the land to do execute, perform, the following acts, deeds, things in connection with **ALL THAT** piece and parcel of Bastu land measuring about 4 Cottahs 4 Chittaks, lying and situated at Mouza - Rajapur, J.L. No.23, P.S. Jadavpur, within the limits of Kolkata Municipal Corporation Ward no. 102, Khatian No. 57, Dag No. 511, being KMC Premises no. 396,



West Rajapur (being Postal Premises no.60, Panchanan Dey Road, Paschim Rajapur),  
Kolkata-700032, having Assessee No.311021703969, District South 24 Parganas.

1. To enter into the said premises and possess the said premises and take all actions, for commercially exploiting and developing the said premises, soil testing, making the boundary walls etc.
2. To apply before the Kolkata Municipal Corporation and/or any other authority/s concerned for obtaining sanction, alteration, addition, verification and/or modification of the building plans for the construction of the new building at the said premises and for the said purpose, to sign such applications, maps, plans, and representations as may be necessary and as the said Attorneys shall think and deem fit and proper after submission of the original plans.
3. To apply for and obtain electricity, gas, water, sewerage, drainage or any other connections of any other utilities in the said premises and also the completion and other certificates from the Kolkata Municipal Corporation, Fire Brigade authorities, CESC and/or other authorities and for that purpose and/or to make alterations therein and to close down and/or have disconnection of the same and for that to sign, execute and applications, documents and plans and do all other acts, deeds and things as may be deemed fit and proper by our Said Attorneys to this effect.
4. To appoint engineers, architects, contractors and other agents and sub-contractors as the said attorneys shall think, fit and proper and to make payment of their fees and charges, however, the Owners shall not be responsible either for the payment of such fees and charges and for the terms and conditions with the Architects, engineers, and the contractors nor shall bear any liability whatsoever.

5. To apply for and obtain steel, bricks, cements and other construction materials in my name and to sign necessary applications and papers for constructing the new building without any liability whatsoever of the Owners either financially or otherwise.
6. To sign, execute, cancel, alter, draw, approve and all papers, documents, declarations, affidavits, applications, returns, confirmations and consents as may in any way be required to be so done, for and in connection with the sanctioned plan and construction of the new building at the said premises on account of the Owners of the said premises without making any liability upon the Owners.
7. To sign and submit all papers, applications, and documents for having the mutation if necessary, effected in all public records and with all authorities and/or persons including the Kolkata Municipal Corporation in respect of the said premises.
8. To appear before the Kolkata Municipal Corporation and/or any other authority/s and government departments and/or officers and also all other State, Executive, Judicial or Quasi-Judicial and other authorities and also Tribunals for sanction of the building plan/s and also for all the matters relating to the Said Premises.
9. To pay all outgoings, including Corporation taxes and other charges whatsoever payable for and on account of the said premises and receive refunds and other moneys in connection therewith.
10. To give undertakings, assurances, and indemnities as may be required for the purposes as aforesaid at the Developer own risk and responsibility without making the Owners liable therefore.
- 11. To commence prosecute, enforce, defend, answer and oppose all actions, and/or other legal proceedings, including any suits, or arbitrations



proceedings and demands touching any of the matters relating to the said premises or any part thereof at the compromise, settle, refer to arbitration, abandon, submit to judgement in any such action or proceeding aforesaid before any civil or criminal court, provided however the Developer shall furnish all particulars and principal papers in relation to suits or legal proceedings if any, in connection with the premises.

12. To sign, verify, declare, and/or affirm complaints, written statements, petitions, verifications, objections, cross-objections, counter claim, applications for revision, review, new trial, or stay or of whatsoever nature, memorandum of appeal, swear affidavits, and to do generally all other acts, deeds, and things as the said attorneys in their discretion shall think fit and proper in any proceedings or in any way therewith so as to defend my possession and title in the said premises.
13. For the purposes as aforesaid, to appoint Advocates and sign and execute Vakalatnama or any other documents, authorizing such Advocates to act and to terminate such authority and to pay fees of such Advocate/s.
14. To enter into agreement for sale, transfer, letting out and/or leasing out the constructed portion (during under construction and/or after completion of construction) of the new building out of the Developer's allocation and to sign execute and deliver such agreements of constructions, and/or agreements for sale/transfer of land thereof and agreement for construction of the flat/unit, or any other agreement for holding/delivering possession of the constructed portions of the Developer allocation in the new building to be constructed at the said premises. It is made clear that possession to the intending purchaser shall not be made until the Owner's allocation is delivered.

15. To cancel any agreement and forfeit any money advanced by the prospective purchaser(s), lessee, tenants for reason of their committing default and/or file Suit for Specific Performance and to realized or unrealized amount together with interest and damages as the case may be and to do all such acts deeds matters and things in respect of selling and/or transferring the constructed portions together with the undivided variable share in the land and to enter into all sorts of documents in commitments understanding in respect of the Developer allocation only.
16. To sign and execute registered Deed/s of Conveyance or Sale, Agreement for Sale, lease/tenancy deeds, and all other instruments of transfer, and agreements, and instruments, deeds, indemnities, undertakings, declarations, confirmations and to present the same whether executed by me or by my Said Attorneys and to admit the execution thereof and present for registration before the Registrar of Assurances, Kolkata or any other District Sub-Registrar or Addl. District Sub-Registrar having jurisdiction concerning the said Premises/property with regard to developer's allocation within the proposed new building and simultaneously deliverpossession thereof or before any Notary Public or for any similar purposes to take all necessary steps perfecting such execution and registration of the aforesaid documents in respect of the undivided proportionate share of land from the Developer allocation only.
17. To deliver possession and/or make over the constructed flats/portions and issue letter of possession and to do and perform all and everything that shall be necessary for completing the sale, lease or tenancy or otherwise in compromise the deal to be finalized in respect of the Developer allocation only after handing over possession of the entire Owners allocation to the



Owners in the said building together with the undivided proportionate share of land and common areas attached thereto.

18. To receive all moneys, and grant proper receipts and discharges in respect of the amounts to be received on sale and disposal of flats/portions, etc. and/or otherwise in connection with the said matters and lands and properties and building and flats /apartments/ spaces/portions in the Said Building in respect of the Developer allocation only.
19. This Power of Attorney is granted for the purpose of the jobs, which will be carried out for constructing the said building at the said premises by the said Attorney at its own costs all the jobs mentioned hereinabove will be done by the attorneys and agent herein at their sole risk and responsibility and under no circumstances the appointers shall be held responsible for any transaction, financial obligations/liabilities, misdeeds on the part of the attorney and agent herein..

**AND** to do all acts, deeds and things concerning the authorities as enumerated hereinabove hereby granted in respect of the Said Premises for the purpose of the building plan which we, ourselves could have done lawfully under our own hand and seal if personally present

**AND** we do hereby agree and undertake to ratify and confirm all such acts, deeds, things and matters whatsoever which my said Attorneys may lawfully do, execute and cause to be done by virtue of this Power of Attorney in or about the Said Premises as contained hereinabove.

**THE SCHEDULE "A" ABOVE REFERRED TO**

(Description of the said premises)

**ALL THAT** piece and parcel of Bastu land measuring about 4 Cottahs 4 Chittaks, lying and situated at Mouza- Rajapur, J.L. No.23, P.S. Jadavpur, within the limits of Kolkata Municipal Corporation Ward no. 102, Khatian No. 57, Dag No. 511, being KMC Premises no. 396, West Rajapur (being Postal Premises no.60, Panchanan Dey Road, Paschim Rajapur), Kolkata-700032, having Assessee No.311021703969, District South 24 Parganas and butted and bounded as follows:

On the North:            72B & 72/2E, PanchananDey Road.

On the South:            20 feet wide PanchananDey Road.

On the East :            72/A, PanchananDey Road.

On the West :            57, PanchananDey Road.

**THE SCHEDULE "B" ABOVE REFERRED TO**

(Owner's Allocation)

The Owner shall get an non refundable amount of **Rs. 15,00,000/- (Rupees Fifteen Lakhs) only** on or before the completion of the proposed building in all respect by the Developer at their own cost and expenses, the Developer shall allocate and handover to the following accommodation:-

**A) Total amount of Rs. 15,00,000/- (Rupees FifteenLakhs) only** in various instalments which are as follows:

i.**Rs. 1,00,000/- (Rupees One Lakhs) only** at the time of signing of theAgreement.

ii. **Rs. 4,00,000/- (Rupees Four Lakhs) only** immediately after sanction of  
• Building Plan.



iii. **Rs. 1,00,000/- (Rupees One Lakhs) only** after every Roof casting Totalling to Rs. 5,00,000/- (Rupees Five Lakhs) only.

iv. **Rs. 1,00,000/- (Rupees One Lakhs) only** after brick work on each floor totalling to Rs. 5,00,000/- (Rupees Five Lakhs) only.

**B) The floor allocation would be as follows:**

i. 50% constructed area in complete at the ground Floor.

ii. Entire Second Floor area in complete.

iii. 50% FAR of the Third Floor on the East Side.

The proportionate share of common portion and facilities shall be common for all flat/unit holder(s) within the proposed new building.

The allotment will be complete as per the Sanctioned Building Plan by Kolkata Municipal Corporation.

**C) Shifting charges in the locality @ Rs. 10,000/- per month** according to English Calendar month starting from handing over of the vacant possession of the land and till handing over complete portion of the owner's allocation of the Owner.

**THE SCHEDULE "C" ABOVE REFERRED TO**  
(Developer's Allocation)

Excluding the Owner's Allocation, the Developer is entitled to get the remaining F.A.R. portion of the building to be constructed will come under the Developer's allocation.

**THE SCHEDULE "D" ABOVE REFERRED TO**  
(The description of the common parts & portion including common amenities and facilities of the said building)

1. Staircase on all the floors of the said building including the roof and/or ultimate roof of the said building subject to the terms.
2. Lift Facility along with Staircase landing on all the floors.
3. All paths, passages, septic tank etc. of the said building.

4. Water pump, overhead water tank, beneath water reservoir, the water connection pipes and other common plumbing's and electrical installations of the said Building.
5. Drainage and sewerage.
6. Motor pump sets and pump house.
7. Boundary walls and main gates.
8. Space for electric meter installation wall for the said Building.
9. Such other equipment, installations, fixtures, fittings and spaces in or within the same building comprised within the said premises as are necessary for passage to the users and occupiers of the proposed Building.

**THE SCHEDULE "E" ABOVE REFERRED TO**  
(Common expenses)

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

- a) All cost for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, lighting the common portion of the said Building including the outer and external walls of the said Building,
- b) The salary of all persons employed for the common purpose including secretary personnel, sweepers, etc.;
- c) All charges and deposit for supplies of common utilities to the Co-owner in common;
- d) Municipal Tax, water tax and other levies in respect of the said Premises and the proposed Building save those separately assessed on the respective flats, space owner.
- e) Cost of formation and operating the Flat, Space, etc. or any Association.
- f) Cost of running, maintenance, repairing and replacement of pumps and other and common installations including their license fees, tax and other levies, if any;



g) electricity charges for the electricity energy consumed for the operation of common service portion;

h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the Co-owner in common,

**SCHEDULE - "F" ABOVE REFERRED TO:**

**(CONSTRUCTION SPECIFICATION)**

- 1. Building:** R.C.C frame work with outer walls not less than 200 mm (10") thick for outer and 75 mm (5") thick for Partition Wall with standard brick and medium Corse sand.
- 2. Plaster:** Cement Plaster (either Lafarge/Ultratech/Ambuja) should be done by medium coarse sand for outer wall and inner wall ratio of cement and sand (5:1), for ceiling plaster (4:1).
- 3. Floor:** Floor will finish with vitrified tiles (2x2), Toilet wall with glazed tiles up-to 5 feet, kitchen wall will be provided with glazed tiles up-to 2.5 feet from kitchen slab, kitchen slab is made by black stone top with one 20 inch x 17 inch steel sink.
- 4. Door's:** All Wooden Door frame shall be 4" x 2.5", Main entrance door of the flat will be fitted with a compressed Ply Wood with One coat of wood primer. One eye hole shall be fitted on the main door. The doors of the partition wall inside the Flat shall be one shutter of flash door with standard quality fittings and the door of the bathroom will be PVC door.
- 5. Windows:** AluminiumSlidingWindow.
- 6. Plumbing:** All Bathroom with One white porcelain western style commode with Reliance Cistern, one white porcelain basin in drawing room with water tap point of standard materials, One Shower point in each toilet.

**7. Painting:** Inner walls will be finished with Putty and plaster of paris and exterior wall will be finished with Snow-Cem.

**8. Electric wiring: i. Bed Rooms.**

- a) 2 light points.
- b) One Fan point.
- c) Two 5 Amp. Socket outlet.
- d) 15 Amp Socket Outlet.
- e) 1 T.V. Point in Bed-Room.
- f) One AC point

- ii. Living Dining.**
- a) Two light points
  - b) One fan point
  - c) One No. of 15 Amp. Power socket outlet (For Fridge).
  - d) Two 5 amp Socket outlet
  - e) One AC point

- iii. Kitchen.**
- a) One lamp point.
  - b) One exhaust fan point.
  - c) Two 15 Amp. Power socket outlet.
  - d) One Aqua guard Point.

- iv. Bath Room.**
- a) One Lamp Point
  - b) One exhaust fan point.
  - c) One geezer point

- v. Staircase.**
- a) One light Point at each landing.



b) One electric call bell point at entrance door.

(All Electrical Wires of Finolex/Havel's Brand and Anchor Switch)

**9. Water:**

Corporation water will be provided with one underground reservoir with separate over head tank with pump set of approx. 7000 hp.

**10. Roof:**

2"/3" (average) the I.P will be provided over roof slab 2'.5" height parapet wall will be provided all round the roof slab water proof.

(Note: Extra work if any other than the specification provided by the developer shall be entertained and charged at a rate and will of the developer as per the market rate and the same shall be paid by the owners and purchasers in advance and no outsider contractor shall be entertained).

**IN WITNESSES WHEREOF** all the parties hereto have set and subscribed their hands, Seals and delivers on the day, month and year first above written in the presents of:

**WITNESSES:**

1. Swapan Kumar Das.  
Santosh Kumar Das  
60. P.N. Dey Road.  
Badaupur. K01-32

Sayak Das  
Signature of the Owner

2. Sonvath Dey  
S/o - Uttam Dey  
in - Kalagachhia  
P. S - Contai  
Purba Medinipur  
721427

**For TFG CORPORATE**

Arinoy New.  
Partner

**For TFG CORPORATE**

Munem Rai

Partner

Signature of the Developer

Prepared by me according to the  
instructions and documents  
supplied by the parties:

704 Moved.

Advocate  
ALIPORE JUDGES COURT  
KOLKATA 700 021.  
ENROLMENT NO. F/1338/2009



### MEMO OF CONSIDERATION

**RECEIVED** the above mentioned sum of **Rs.1,00,000/- (Rupees one lakh) only** from the within named Developer, being the part consideration amount out of the entire non-refundable security deposit amount of **Rs.15,00,000/- (Rupees Fifteen Lakhs Only)** for construction of said new multi-storeyed building over Schedule-a property hereinabove written, in the manner following: -

### MODE OF PAYMENT

Sl. No.	Cash/Cheque	Particulars	Amount (Rs.)
17	cheque NO:- 000023 Date 16/12/2021	CCO Bank of India	1,00,000/-
		<b>TOTAL=</b>	<b>1,00,000/-</b>

(Rupees oneLakh) Only

### WITNESSES:

1. Swapan Kumar Das.

2. Somnath Dey

Sayali Das

(Signature of the Owner)



Thumb

1<sup>st</sup> finger

Middle Finger Ring Finger Small Finger

left  
handright  
handName SAYAK DASSignature Sayak Das

Thumb

1<sup>st</sup> finger

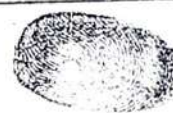
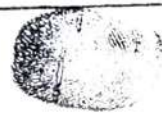
Middle Finger Ring Finger Small Finger

left  
handright  
handName CHINNMEY KARSignature Chinnmay Kar

Thumb

1<sup>st</sup> finger

Middle Finger Ring Finger Small Finger

left  
handright  
handName MUKESH RAISignature Mukesh Rai

Thumb

1<sup>st</sup> finger

Middle Finger Ring Finger Small Finger

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handright  
hand

PHOTO

Name .....



Govt. of West Bengal  
Directorate of Registration & Stamp  
Revenue  
GRIPS eChallan



192023240364902708

GRN Details

GRN:	192023240364902708	Payment Mode:	SBI Epay
GRN Date:	31/01/2024 09:28:21	Bank/Gateway:	SBIePay Payment Gateway
BRN :	5917177488317	BRN Date:	31/01/2024 09:29:09
Gateway Ref ID:	IGAQUEYSI7	Method:	State Bank of India NB
GRIPS Payment ID:	310120242036490269	Payment Init. Date:	31/01/2024 09:28:21
Payment Status:	Successful	Payment Ref. No:	2000106844/4/2024
			[Query No. : Query Year]

Depositor Details

Depositor's Name:	Mr JOY MONDAL
Address:	ALIPORE JUDGES COURT KOLKATA 700027
Mobile:	7003574517
Email:	mondaljoy85@gmail.com
Period From (dd/mm/yyyy):	31/01/2024
Period To (dd/mm/yyyy):	31/01/2024
Payment Ref ID:	2000106844/4/2024
Dept Ref ID/DRN:	2000106844/4/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000106844/4/2024	Property Registration- Stamp duty	0030-02-103-003-02	7021
2	2000106844/4/2024	Property Registration- Registration Fees	0030-03-104-001-16	15021
Total				22042

IN WORDS: TWENTY TWO THOUSAND FORTY TWO ONLY.



# THE KOLKATA MUNICIPAL CORPORATION

MUNICIPAL ASSESSMENT BOOK (Portal Copy)

LANDS AND BUILDINGS

ASSESSMENT DEPARTMENT

Borough No	Ward No	Street No	Premises No	Street Name	Heritage	Pond	Assessee No	Nathi No
11	102	17	396	WEST RAJAPUR	NO	NO	311021703969	0000

No of Stories	Nature of Use	Plot((in Sq.ML))	Covered((in Sq.Ft.))	Floor((in Sq.ML))	Land Area	Article	Section	%	Residential	Non Res	Classified Ownership	Operative GR Quarter	Operative GR Quarter	Operative GR Quarter
2	OH+ASBSHED		1200		Cottah 04, Chatak 04							1/2017		

Name and address of owner and/or person liable to pay consolidated rate (1)	Initial and date of the H.A./Asstt. making correction (2)
Owner: SAYAK DAS (MINOR), FATHER SWAPAN KUMAR DAS (NATURAL GURDIAN), ..... Address: 60 PANCHANANDE ROAD WEST RAJAPUR, P.O. JADAVPUR UNIVERSITY, P.S. JADAVPUR, KOLKATA-32, .....	

Annual Valuation (3)	Assmt. u/s (4)	% of Consolidated Rate (5)	Date of Alteration of Annual Valuation Column 3(6)	Date of Effect of Alteration (7)	Quarterly payable Consolidated Rate (8)	Amount of Rebate if any u/s 171(5) @25% of Consolidated Rate(9)	Amount After Allowing Rebate (Col. 8 minus Col. 9)(10)
900		11.5	20/05/2005	2001-07-01 00:00:00.0	25.88	0	25.88
9440		25.7	25/09/2019	2001-10-01 00:00:00.0	606.52	0	606.52
11340		28.9	25/09/2019	2013-07-01 00:00:00.0	819.32	0	819.32
13630		20	25/09/2019	2017-04-01 00:00:00.0	983	0	983

Quarterly Howrah Bridge Tax at leviable or the AV (11)	Proportionate AV where applicable (12)	Proportionate Quarterly Rate (13)	% of Surcharge(14)	Amount of Surcharge(15)	Gross Amount Payable per Quarter Columns 8 or 10, 11 and 15, if any(rounded off to the nearest rupee) (16)	Amount of General Rebate @5% u/s 215(2)(17)	Net Amount Payable per Quarter (rounded off to the nearest rupee) (18)	Initial of Assessment Clerk/Head Assistant(19)	Initial of Authenticating Officer u/s 191(4) (20)	Quarter of Issuing of Fresh or Supplementary Bills as per Alternations(21)	Remarks (22)
0			50	0	26	1.3	25				ARV
0			50	0	607	30.35	577				ARV
0			50	0	819	40.95	778				ARV
0			0	0	983	49.15	933.85				UAA

Annual Valuation and Tax Capping in Unit Area Assessment System are subject to Verification and final determination by KMC, as applicable.



### Major Information of the Deed

Deed No :	I-1630-00300/2024	Date of Registration	31/01/2024
Query No / Year	1630-2000106844/2024	Office where deed is registered	
Query Date	12/01/2024 2:54:35 PM	D.S.R. - V SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	JOY MONDAL ALIPORE JUDGES COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 7003574517, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 15,00,000/-]		
Set Forth value	Market Value		
	Rs. 53,55,001/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,071/- (Article:48(g))	Rs. 15,060/- (Article:E, E, E.)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: West Rajapur , Premises No: 396 , Ward No: 102 Pin Code : 700032

Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	4 Katha 4 Chatak		53,55,001/-	Width of Approach Road: 20 Ft.,
Grand Total :				7.0125Dec	0 /-	53,55,001 /-	

### Land Lord Details :







Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr SAYAK DAS Son of Shri SWAPAN KUMAR DAS Executed by: Self, Date of Execution: 31/01/2024 , Admitted by: Self, Date of Admission: 31/01/2024 ,Place : Office		 Captured	
		31/01/2024	LT1 31/01/2024	31/01/2024

60, PANCHANAN DEY ROAD, City:- Not Specified, P.O:- JADAVPUR, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032 Sex: Male, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No.:: JIxxxxxx2C, Aadhaar No: 96xxxxxxxx6280, Status :Individual, Executed by: Self, Date of Execution: 31/01/2024, Admitted by: Self, Date of Admission: 31/01/2024, Place : Office

#### Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>TFG CORPORATE</b> F/32, KATJU NAGAR, City:- Not Specified, P.O:- JADAVPUR, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032 , PAN No.:: AAxxxxxx6D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

#### Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr CHINMOY KAR</b> Son of Late CHARU CHANDRA KAR Date of Execution - 31/01/2024, , Admitted by: Self, Date of Admission: 31/01/2024, Place of Admission of Execution: Office		 Captured	
	Jan 31 2024 1:35PM	LTI 31/01/2024	31/01/2024	
	F-15, KATJUNAGAR,, City:- Not Specified, P.O:- JADAVPUR, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AMxxxxxx1D, Aadhaar No: 25xxxxxxxx8573 Status : Representative, Representative of : TFG CORPORATE (as PARTNER)			
2	Name	Photo	Finger Print	Signature
	<b>Mr MUKESH RAI (Presentant )</b> Son of Mr MAHENDRA RAI Date of Execution - 31/01/2024, , Admitted by: Self, Date of Admission: 31/01/2024, Place of Admission of Execution: Office		 Captured	
	Jan 31 2024 1:36PM	LTI 31/01/2024	31/01/2024	
	F/32, KATJUNAGAR, City:- Not Specified, P.O:- JADAVPUR, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: APxxxxxx8F, Aadhaar No: 84xxxxxxxx9694 Status : Representative, Representative of : TFG CORPORATE (as PARTNER)			



**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Shri PRASANTA GHOSH</b> Son of Late M N GHOSH ALIPORE POLICE COURT, City:- Not Specified, P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
	31/01/2024	31/01/2024	31/01/2024
Identifier Of Mr SAYAK DAS, Mr CHINMOY KAR, Mr MUKESH RAI			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr SAYAK DAS	TFG CORPORATE-7.0125 Dec

Endorsement For Deed Number : I - 163000300 / 2024

On 31-01-2024

**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 13:27 hrs on 31-01-2024, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Mr MUKESH RAI ,.

**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 53,55,001/-

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

Execution is admitted on 31/01/2024 by Mr SAYAK DAS, Son of Shri SWAPAN KUMAR DAS, 60, PANCHANAN DEY ROAD, P.O: JADAVPUR, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by Profession Student

Indetified by Shri PRASANTA GHOSH, , Son of Late M N GHOSH, 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 31-01-2024 by Mr CHINMOY KAR, PARTNER, TFG CORPORATE, F/32, KATJU NAGAR, City:- Not Specified, P.O:- JADAVPUR, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032

Indetified by Shri PRASANTA GHOSH, , Son of Late M N GHOSH, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Execution is admitted on 31-01-2024 by Mr MUKESH RAI, PARTNER, TFG CORPORATE, F/32, KATJU NAGAR, City:- Not Specified, P.O:- JADAVPUR, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032

Indetified by Shri PRASANTA GHOSH, , Son of Late M N GHOSH, 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 15,060.00/- ( B = Rs 15,000.00/- ,E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 39.00/-, by online = Rs 15,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 31/01/2024 9:29AM with Govt. Ref. No: 192023240364902708 on 31-01-2024, Amount Rs: 15,021/-, Bank: SBI EPay ( SBlePay), Ref. No. 5917177488317 on 31-01-2024, Head of Account 0030-03-104-001-16

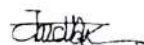
**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,071/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 7,021/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 1817, Amount: Rs.50.00/-, Date of Purchase: 19/01/2024, Vendor name: Tapan Kr Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 31/01/2024 9:29AM with Govt. Ref. No: 192023240364902708 on 31-01-2024, Amount Rs: 7,021/-, Bank: SBI EPay ( SBlePay), Ref. No. 5917177488317 on 31-01-2024, Head of Account 0030-02-103-003-02



Jaideb Pal

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS

South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2024, Page from 7729 to 7771

being No 163000300 for the year 2024.



*Jaideb Pal*

Digitally signed by Jaideb Pal  
Date: 2024.02.02 11:09:27 +05:30  
Reason: Digital Signing of Deed.

(Jaideb Pal) 02/02/2024

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS

West Bengal.