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

Dist. Sub Registrar-I
Calcutta, South 24 Parganas

13 MAR 2024

DEVELOPMENT AGREEMENT

THIS AGREEMENT made on this the 13th day of March, 2024 (Two Thousand and Twenty Four).

BETWEEN

Taj Nath or

1:00 PM
13/03/24
8-2/681269/24

12 MAR 2024



No. 22216 Rs. 5000/- Date

Name: Ad. Const. Me. J. P. S. Anandapur

Address: 885, Anandapur, Kdr 107

Vendor: Subhankar Das

Alipore Collectorate, 24 Pgs. (South)

SUBHANKAR DAS
STAMP VENDOR
Alipore Police Court, Kol-27

22216 = 5000/-

K 416885



District Sub-Registrar-I
Alipore, South 24 Parganas

13 MAR 2024

Rabindra Nath Chakrabarty
S/o Late Tripendra Nath
Chakrabarty
8/28, Tagore Park
KOL - 700 039
P.S. Kasbar
Bo. Tiljala
Buar

SRI. BIPLAB KUMAR MAJUMDER (having PAN ADWPM7724J and Aadhaar No. 53182401-5063) (Mob no. 9477516033), Son of Late Rajendra Nath Majumder, by faith Hindu, all by occupation retired, by nationality Indian, residing at Premise No. 22B, Bose Pukur Road, Police Station- Kasba, Kolkata - 700042, hereinafter jointly and severally called and referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the subject and context be deemed to mean their heirs, executors, administrators, legal representatives, successors, successors-in- interest and assign) of the **ONE PART.**

AND

A.S CONSTRUCTION (PAN: ABZFM6079P) partnership firm having its principal office at 885, Anandapur, Police Station- Anandapur, Ward No. 108, Kolkata- 700107, herein represented by its two Partners **SRI. JOY NASKAR** (PAN: APLPN2630R, Aadhaar No.7319-8959-2183)(Mob no. 8777853233) son of Samir Naskar, by faith Hindu, by occupation business residing at the premises no. 121, Swin Hoe Lane, Police Station- Kasba, Kolkata-700042 and **SRI SOURAV CHAKRABARTY** (PAN: BALPC8615B,Aadhaar No. 3194-2662-4010)(Mob no. 7686907453), Son of Rabindra Nath Chakrabarty by faith hindu, by occupation business residing at the Premises No. 26B Tagore Park, Near Tagore Park Club, Police Station- Tiljala, Kolkata-700 039 in the District of South 24-Parganas hereinafter collectively referred to as the **"PROMOTERS / DEVELOPERS"** (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, legal representatives successors-in-office and assigns) of the **OTHER PART.**

Biplab Kumar Majumder

Tay atash

WHEREAS one Sarojini Debi and Birojini Debi has been the owner of all the piece and parcel of lands lying and situated at Mouza -Kasba, C.S Plot no. 843 and 845, Khatian no- 1209. J.L No. 13, ward no 91 having premises no 149/4 Banku Behari Chatterjee Road , Kasba , Kolkata-700042.

AND WHEREAS One Mina Gupta purchased all the piece and parcel of land measuring about 04 Cottah 07 Chittaks 36 Square feet lying and situated at Mouza- Kasba , C.S Plot no 843 and 845 , Khatian no 1209 , J.L no 13, ward no 91, Police Station -Kasba, having premises no 149/4 B.B. Chatterjee Road, Kasba , Kolkata-700042 which is more fully described in Schedule A here under in the year 1961 from its erstwhile owner Sarojini Devi and Berojini Devi and such deed of sale was registered in the office of the S.R Alipore and entered in Book no. 01 , Volume no. 38 , pages 144 to 151 being numbered 1861.

AND WHEEREAS the said Mina Gupta since deceased after purchasing the property as mentioned here in above and having possession of the same mutated her name in the office of the KMC and enjoyed the suit property till her demise on 15/06/1993.

AND WHEREAS the said Mina Gupta during possession of the said suit property died intestate on 15.06.1993 . As the said Mina Gupta since deceased was a spinster , the property as referred here in above thus devolved upon his brother Prasun Gupta who became the absolute owner of the property as described in Schedule A here under..

AND WHEREAS the erstwhile owners of the property has also filed a Title Suit no. 157 of 2005 for Declaration and Permanent Injunction

in the Court of the Learned 6th Civil Judge (Junior Division) at Alipore against Subhas Paul and others. The said suit coming for final hearing on 17.01.2006 , 18.01.2006 , 19.01.2006 and 20.01.2006 in the Court of the Learned 6th Civil Judge (Junior Division) at Alipore on 27th Day of January , 2006 and the Learned Judge was pleased to deliver judgment in favour of the said Prasun Gupta restraining the Defendants and their men and agents from interfering with his the peaceful possession over the of the Schedule A property.

AND WHEREAS during possession of the said Schedule A property the said Prasun Gupta executed a Deed of Gift in favour of the party of the FIRST PART herein namely Biplab Majumder of 22B Bosepukur Road, Kolkata - 700 042 who duly accepted the said deed of gift and the same was registered before the office of the D.S.R III at Alipore on 11.08.2009 which was entered in Book no. 01 , CD Volume no. 21 , pages from 41 to 62 being numbered as 05097 for the year 2009 and till then the OWNER is in exclusive possession of the suit property which is situated under P.S - Kasba , Mouza - Kasba, C.S Plot no. 843 and 845 , Khatian no. 1209 , J.L no. 13, KMC Ward no. 93, Kolkata - 700 042 in the District of South 24, premises no 149/4 B.B Chatterjee Road , Kasba , Kolkata-700042 .

AND WHEREAS the party of the FIRST PART in in excusive possession of the property as described in Schedule A here under since 11.08.2009 and marinating the same with proper care and protection.

Jay Chatterjee

AND WHEREAS after getting the aforesaid land Sri.Biplab Kumar Majumdar recorded and mutated his name in the records of the Kolkata Municipal Corporation vide Assessee No. 210910300313.

AND WHEREAS with a view to develop the below schedule property through a reputed Developers , the Owner is in search of a Developers and upon hearing the same, the Developers hereinabove has agreed to develop and/or construct a two-storied building comprising of flats on the below schedule property, as per the sanction plan, sanctioned by the Kolkata Municipal Corporation at its own cost and accord and the Owner herein has agreed with the proposal of the Developers hereinabove.

AND WHEREAS the Developers herein agreed to develop the aforesaid property and/or to construct a straight two storied building thereon as per the sanctioned plan to be obtained from the Kolkata Municipal Corporation.

AND WHEREAS the Owners/First Party hereby represents and covenant with the Developers as follows:-

RECITAL OF THE LAND :-

That the Owner/First Party herein is thus absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THA Piece and parcel of land measuring about 4cottah, 7 chittak and 36 Sq. Ft. lying and situated at Mouza Kasba, C.S. Plot No. 843 and 845, Khatian No. 1209, J.L.No. 13, Police Station-Kasba, Premises No. 149/4, B.B Chaterjee Road, Kolkata-700042 District 24 Parganas (South) within the

jurisdiction of Kolkata Municipal Corporation, Ward No. 91, having Assessee No. 210910300313 which is more fully described in the "SCHEDULE A" property hereunder and described as the said property .

AND WHEREAS the Owner and Promoters/ Developers have jointly agreed and settled terms and conditions for their mutual benefit and interest for finalization of promoting and developing the property and it covenanted as under :-

1. That the Owner has agreed to give to develop and promote and the Promoters/ Developers have agreed to take and accept to develop and construct a Straight Two storied building on ALL THAT Piece and parcel of land measuring about 4cottah, 7 chittak and 36 Sq. Ft. lying and situated at Mouza Kasba, C.S. Plot No. 843 nd 845, Khatian No. 1209, J.L.No. 13, Ward No. 91, Police Station-Kasba, Premises No. 149/4, B.B Chaterjee Road, Kolkata-700042 District 24 Parganas (South), which is more fully described and mentioned in the Schedule 'B' herein below hereinafter referred to as 'the said newly constructed building'.
2. That the Owner has not entered into any Memorandum of Understanding and/or Agreement for Sale and/or Agreement for Joint Venture and/or Agreement to develop of the Said Property with any person or persons, firms or company. If so, all the Agreement previous to this present will be liable to be cancelled and this present Agreement with A.S Construction will be in force.
3. That the Owner shall make out a good marketable title of the said property and will produce all the relevant records, papers,

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documents and any other deeds in Original to the Promoters/ Developers.

4. That the Promoters/ Developers will bear all cost and expenses for mutation, preparing plan, submission of the same, payment of sanctioned fees and obtaining sanctioned plan and/or revised sanctioned plan of the said property from the Kolkata Municipal Corporation and the Owner will sign all papers, documents, plan etc. to be produced by the Promoters/ Developers from time to time.
5. The Owner will also execute a registered General Power of Attorney in favour of the Promoters/ Developers authorizing and empowering Promoters/ Developers to take all necessary steps in connection with the construction of the proposed building on the said land, sale of flats of Promoters /Developers allocations, and execution of conveyances relating thereto with common facilities in Promoters/ Developers allocation in the proposed construction, appointment of Engineers, Architects, Agents, Contractors, etc. and to represent the Owner before the Municipal Authority and any other authority or authorities concerned, to sign any application, schemes, drawings, maps or any other writings for deviation or alteration in this behalf, appear before any authority or authorities and undertake the construction of the proposed building.

Taj Atashkar

6. The PROMOTERS/ DEVELOPERS shall construct a straight two storied building on all the piece and parcel of the property being
7. That the Promoters/ Developers shall be entitled to enter into agreement for sale of the flats in the proposed building at any time after execution of these presents by accepting earnest Money and/or advance from the individual buyer relating to sale of Flats in Promoters/ Developers allocation of the said new building to be constructed.
8. That the Promoters/ Developers will have to complete the construction of the buildings and hand-over Owner allocation to the Owner within Twenty-four (24) months from the date of obtaining sanctioned building plan from the Kolkata Municipal Corporation and or commencing the construction work whichever is earlier. In case Promoters/ Developers fail to complete the building and further fail to handover the Owner's allocation to the Owner within Twenty-four (24) months due to any unforeseen circumstances, the aforesaid period will be extended by 6 (Six) months till completion of the said new building, which should not exceed Six(6) months under any circumstances.
9. That the DEVELOPERS/ PROMOTERS / PARTY OF THE SECOND PART shall apply to the Kolkata Municipal corporation for sanction of building plan immediately after the execution of this instant indenture without any unnecessary delay.

10. That the allocation of share of both the Owner and the Promoters/ Developers in newly constructed area which would include residential, commercial, common spaces and common areas as well according to the sanction building plan to be sanctioned by the Kolkata Municipal Corporation in respect of the area in the said property as described in Schedule A here under. The allocation of both the parties as settled here in below are also more fully and specifically mentioned in the **Schedule - B and C respectively.**

8.1 OWNERS ALLOCATION: *That after construction of* the Straight Two storied building in schedule- A property the owners will take two flats in the Ground floor and one flat at 1st Floor in the Newly Constructed building with undivided impartible proportionate share in the land with easements and appurtenances attached thereto including the common roof right.

That the Developers/Promoters shall also pay in total a non refundable sum of Rs. 20,00,000.00 (Rupees Twenty Lakhs) only in the following way:-

- a. at the time of execution of this agreement pay a non refundable sum of Rs. 10,00,000.00 (Rupees Ten lakh) only .
- b. at the time of casting of the Ground floor from the Kolkata Municipal Corporation will pay a non-refundable Sum of Rs. 5,00,000.00
- c. and at the time of handing over the owners allocation will pay a non -refundable Sum of Rs. 5,00,000.00 (Rupees Five lakh) only.

8.2 DEVELOPERS ALLOCATION) The Developers will get the one flat in Ground Floor and Two Flats at 1st Floor each of the new Building with undivided impartible proportionate share in the land with easements and appurtenances attached thereto including the common roof right.

11. That a Supplementary Agreement will be execute between the Owner and the Promoters/ Developers to allocate their share of allocation in the said new building to be constructed at the said property upon getting the building plan sanction from the Kolkata Municipal Corporation.
12. That the Owner is permitting and granting exclusive right to Promoters/ Developers to build multi-storeyed storied building upon the said property and to sell and transfer the flats and other portion of the proposed building at the said property (except the Owner's allocation) together with the proportionate land comprised in the said property and realize and appropriate the sale- proceeds thereof.
13. That the owner will Clear all the existing dues in taxes, electrics bills, G.R payments and other property related dues.
14. That the Developers can raise or erect additional (FAR) floor or any construction upon the roof with the prior permission of concern authority the owner cannot raise any objection and cannot demand any extra allocation on such additional (FAR) Floor or construction.

15. That the Promoters/ Developers shall meet and bear expenses required for construction of the proposed multi-storeyed building as per plan sanctioned by the Kolkata Municipal Corporation. The costs and expenses required for any further revision in the Plan will also be met and paid by the Promoters/ Developers. All expenses to be incurred towards obtaining sewerage, water, electricity and other amenities will also be borne and paid by the Promoters/ Developers.
16. That the Promoters/ Developers after completion of the entire work of the Building will give the Owner undisputed possession with all facilities and amenities, with common rights and interest of all common areas and the Owner shall be entitled to enjoy the proportionate share of land with other Owners of the flats/units of the Building.
17. The Owner and the Promoters/ Developers with regard to their respective portions and/or allocations will exclusively be entitled to hold with further right of transfer and/or deal with or dispose of the same without any claim, demand, right or interest therein of the other party and further not in any way interfere or disturb the quiet and peaceful possession of the other.
18. That the Owner agree and undertakes to sell, convey and transfer and the Owner will be the Vendor in the Deed of Conveyance of the proportionate undivided part or share in the said land to any Purchasers of the flats, car parking space and other portion, if any

in the allocation of Promoters/ Developers of the proposed building as may be nominated by the Promoters/Developers.

19. That the Promoters/Developers and/or their nominee/nominees purchaser or purchasers and Owner or their assigns shall have rights of built up area spaces for the use as common areas, common facilities and common parts for egress and ingress, right of passage to set electricity through pipes, drains, wire conducts laying or bringing in through or over the flats as far as reasonable necessary for the beneficial use and enjoyment of their respective flats.
20. That upon completion of construction, sale and transfer of the Flats/Spaces to the intending purchaser or purchasers who will acquire rights, title and interest in the land in proportion to the area of the spaces so acquired in their respective flats, it being expressly declared that interest of the Flats owned in the land or soil is impartiable.
21. That after the completion of the entire construction of the proposed multi storied building project, the Promoters/ Developers herein will be absolutely liable to obtain completion certificate from the Kolkata Municipal Corporation and all charges for the same will be borne by the Promoters/ Developers herein.
22. That upon completion of the construction and obtaining completion certificate from the Kolkata Municipal Corporation and handing over possession to the Owner in their respective allocation and

subsequently by selling the flats in the Promoters/ Developers allocation to the individual flat buyer, the maintenance and upkeep of the said flats or spaces, both internal and external shall be maintained by the Promoters/ Developers and such cost and expenses shall be borne by all the flat Owner proportionately.

23. That all outgoing taxes, rates, rents, dues to Government Authorities and Kolkata Municipal Corporation after completing the general revaluation up to the date of obtaining Sanction Plan from the Kolkata Municipal Corporation will be paid by the Owner and all rents and taxes payable up to possession of the new flats are handed over to the Owners shall be paid by the Promoters/Developers.
24. The Promoters/ Developers will pay all the Municipal and other rates and taxes with respect to the said land or the said multi storied building for the entire building till the delivery of possession of the Owner's Allocated portion to the Owner and will continue to pay such rates or taxes only with respect to the Promoters'/Developers' allocated portion till disposal of the flats or units to the intending purchasers.
25. That the construction of the proposed building will be looked after and managed by the Promoters/ Developers in their utmost ability and best interest for the successful implementation of the project. The Developers shall construct and develop the said premises strictly at the advice of the Architect and shall carry out the development work. The Promoters/ Developers shall also comply to

all the rule and regulation laid down by the K.M.C and construct the building strictly as per the sanction plan and vastu rules and shall not deviate from the sanction plan.

26. That the Promoters/ Developers shall make the said construction as per sanctioned plan or revised plan, if any, in accordance with relevant Rules, Regulations and Bye-Laws of the Kolkata Municipal Corporation. That the Promoters/ Developers will inform the Owner before such modification alteration made in the Plan to be sanctioned from the Kolkata Municipal Corporation in the Owner's allocation. The Promoters/ Developers shall keep the Owner absolutely indemnified and harmless against all actions claims and demands whatsoever due to any deviation from the said sanctioned plan or due to any violation of the relevant Rules, Regulations and Bye-Laws or for any acts, omission, commission made by the Promoters/ Developers or if any accident is occurred during the construction, the Promoters/ Developers shall remain liable for any loss or damages for accepting advances from the intending purchasers of the Flats in the Developers allocation . The Owner shall not remain liable for any such acts or part of the Promoters/ Developers, if any case is initiated before any court of law or any forum commission in respect to the instant project by making Owner as a party in that case , the Promoters/ Developers shall take all necessary steps to deferred the Owner (to the satisfaction of the Owner) at the Promoters/ Developers.

27. The General specification of the construction of the Owner's allocated area are summarized hereunder :

- (a) **BUILDING:** Building comprises of straight two floor with three flats in each floor.
- (b) **FOUNDATION:** Reinforced Cement Concrete with columns.
- (c) **SUPER STURCTURE:** The super structure of the building shall have Reinforced cement concrete framed structure with reinforced cement concrete columns, beams and slabs.
- (d) **WALLS & CEILING:** Walls of the building will be 200mm thick brick walls on the external face and 125/75 mm thick internal brick partition walls with cement, sand, mortor. All internal surfaces to be plastered with cement sand mortar and with plaster of paris finish. All external walls to be plastered with sand, cement mortar and will have a damp-proof treatment along with Weather Coat cement paint (Berger Paint) finish.
- (e) **FLOORING:** Vitrified Tiles flooring in bedrooms, living/dining hall, kitchen toilets and verandahs. Kumari Marble flooring in staircase and lobbies. Crazy mosaic flooring in the roof with heat proof treatments. Cement tiles/Crazy Mosaic in the car parking areas.

Taj Alhaskan

- (f) **DOORS**: All doorframes will be of seasoned Sal wood. Main doors will be made of 35mm flash door with decorative woodwork & polished finish. Internal flush door will be made of 32mm thick hot pressed factory made solid cure phenol bounded finish. All doors will be fitted with oxidized steel hinges and tower bolts. Godrej lock in main door and baby locks in the internal doors. Sliding Glass Door to separate balcony and living room.
- (g) **WINDOWS**: Sliding windows will be made of Aluminium framed with one way glass and necessary fittings including iron grill.
- (h) **TOILETS (FITTINGS)**: European P Type commode, cistern and basin. Hot and cold concealed internal C-PVC water pipe lines of ISI grade for bibcocks, shower with arm and geyser point. U-PVC water pipe lines of ISI grade (supreme/paras) for external water lines. Walls will be covered with ceramic glazed tiles dado finished upto 7'-00" height i.e. top of door frame.
- (i) **KITCHEN**: Granite slab on cooking platform with steel sink. Ceramic Glazed tiles dado will be fixed upto 3'-0" height above the cooking platform.
- (j) **ELECTRICAL**: Concealed conduit piping with copper wiring of ISI Grade.
- (I) 2 Nos. light point, 1 No. fan point and 1 No. 5 Amp socket point in each room. AC point in all bedrooms, one telephone point, one cable TV point in the master bedroom.
 - (II) Drawing/Dining hall will have 4 Nos. light points 2 Nos. fan points, 4 Nos. 5 Amp socket point, 1 Nos. 15 Amp socket point one telephone point, cable TV point and one AC point. 2 no Jhar Light point.

Tay Nataro

- (III) Kitchen will have 2 No. light point, 2 Nos. 15 Amp socket point and 1 No. Exhaust Fan Point.
- (IV) Toilets will have 1 No. light point, 1 no. fan point, 1 No. Geyser point, 1 No. 15 Amp socket point. 1 no. Urine pot, 1no. washing machine point.
- (V) Staircase will have 1 No. light point in each landing area.
- (VI) 1 calling bell point in each flat.
- (VII) All points will be fitted with latest semi modular switches.

(k) **WATER SUPPLY**: 24 hours water supply with pump set from the water obtained from Kolkata Municipal Corporation.

- 28. That the Owner will not be liable to pay the Promoters/ Developers any amount whatsoever towards cost of construction or any matter concerned therewith.
- 29. That so long such separate assessment are not made the Owner and/ or their assigns and the Promoters/ Developers or their nominee or nominees or Purchaser from Promoters/ Developers allocation shall proportionate share of the consolidated rate of the Municipal Taxes and other rates as may be found payable or may be imposed on account of and in respect of the said respective portions of the constructed area.
- 30. That all the flat Owner shall also pay proportionate share of the maintenance and service charges whatsoever as may be payable on account of the maintenance of the common areas and facilities.
- 31. That fees, remunerations, wages and charges payable to all Engineers, Architects, Contractors, Durwans, Mistries, masons, labours and other staffs and employees to be

engaged by the Promoters/ Developers shall be borne by the Promoters/ Developers during the construction period till handing over possession to the Owner and intending Purchaser.

32. That during the continuance of this Agreement, the Owner shall not in any manner encumber or dispose of the said premises and/or land comprised therein or any portion thereof.
33. That the Promoters/ Developers shall be entitled to apply for and obtain electricity, telephones, sewerage, water gas and other public utility services in or upon the proposed new building either in their own names or in the names of intending buyers or nominee or other persons at their sole discretion and at their own costs except the Owner allocation, which will be done with mutual consent of the Owner and Promoters/ Developers.
34. That all building materials, plants and machineries etc. which may be brought or kept at the premises shall remain at the sole risk and responsibilities of the Promoters/ Developers. The Promoters/ Developers will clear the premises on or before giving possession to the Owner and intending Purchaser.
35. That after completion of the construction of the proposed building and handing over possession of the owners allocation the Promoters/ Developers shall have the rights and obligations in respect of their respective allocation as follows:-

Taj Chatterjee

- i. the intending flats buyers in the Promoters/ Developers allocation shall have full and complete and unfettered right in common with other purchasers and / or occupants of different flats spaces of the said property in respect of the stair case along with landing therein and the common passage landing to and from the main entrance or gate abutting on the public road in the ground floor of the said property for the purpose of egress and ingress and carrying or bringing in or taking out of said floors all goods pieces or furniture and any other harmless and or non prescribed movables.
- ii. Subjected to the restriction and reservation contained herein, the intending flat buyers in the Promoters / Developers allocation shall have full and absolute right of use in common with other purchasers and or occupants of the different flats / spaces of the said building, the main drainage system, water supply system, pipe lines of the water reservoirs and all common facilities in the common areas.
- iii. The intending flat buyers in the Promoters / Developers allocation shall have absolute and unfettered right to use of vertical, lateral, over-head and under-earth support and the right of keep in, resting, inserting, supporting and maintaining all bills, rafters, fixtures and on and to all walls supporting the said floors including all boundaries and land bearing or dividing and / or separating walls, overhead walls, overhead roofs and floors. The Promoters / Developers and or their nominee or nominees, purchaser / purchasers shall have to maintain the floor of the said flats / portions.

- iv. The intending flat buyers in the Promoters/ Developers allocation shall have the right of erecting and maintaining temporary scaffolding if necessary for effecting any repairs, white washing or painting of the doors and windows of the said floors of any portion thereof provided always that such scaffolding does not cause any nuisance or permanent obstructions to the other occupants of the said building.
- v. The intending flats buyers in the Promoters/ Developers allocation shall have the absolute right of making such construction, additional and alteration at their option with the said floor allotted to them as are permissible under the rule and regulation of the Kolkata Municipal Corporation provided always such action does not impair safety of the building or cause any nuisance and in connivance to the other occupants of the said building.
- vi. The intending flat buyers in the Promoters / Developers allocation from the time to time and at all times agree to pay proportionate share towards costs of service charges, maintenance, taxes, imposition and other out goings. The Promoters / Developers and / or their nominee or nominees, purchaser / purchasers shall regularly and month by month make payment of the aforesaid sum or any variations thereof as may be fix thereafter individually and / or collectively.
- vii. The intending flat buyers in the Promoters / Developers allocation shall have the right to mutate their name as Owners of the said flat / spaces allotted to them in the assessment record of the Kolkata Municipal Corporation and of having the said flats / spaces assessed for taxes and Owner shall not object to the same.

Tay Chaskar

- viii. So long as the said flats / spaces are not assessed separately for the purpose of municipal taxes, the Owner or their nominee or nominees shall pay proportionate share of house rates and taxes in respect of the share of consolidated rate of taxes as may be levied on the property in its entity from the date of deliver of the possession of the flat / spaces as aforesaid the balance being the responsibility of the Promoters / Developers.
- ix. That the name of the said new building to be constructed shall be mutually decided by the Owner and Promoters / Developers.

36. Nothing in these presents shall be constitute as a demised or assignment or conveyance in law of the said premises or any part thereof to the Developers by the OWNER or Joint Venture or as creating any right, title or interest thereof in favour of the Promoters/Developers other than to develop the said premises described in Schedule "A" written hereunder in terms of these presents.

37. That in event of any dispute arising by and between the parties , such dispute will be subjected to the jurisdiction of the Learned District and Sessions Judge, South 24 Paragans and High Court , Calcutta

SCHEDULE "A" AS REFERRED TO ABOVE

ALL THAT Piece and parcel of land measuring about 4cottah, 7 chittak and 36 Sq. Ft. lying and situated at Mouza Kasba, C.S. Plot No. 843 nd 845, Khatian No. 1209, J.L.No. 13, existing with 1000 sq.ft. pucca residential structure, Ward No. 91, Police Station-Kasba, Premises No.

149/4, B.B Chaterjee Road, Kolkata-700042 District 24 Parganas (South).

ON THE NORTH: Premises no. 81D, R.K Chatterjee Road
and 81A/1A, R.K Chatterjee Road

ON THE EAST : Premises no.78/2, R.K Chatterjee Road

ON THE SOUTH: 8 Feet Wide Road

ON THE WEST: Multi Storied Building

SCHEDULE "B" (Owners allocation)

That after construction of the Straight Two storied building in schedule- A property the owners will take two flats in the Ground floor and one flat at First floors in the Newly Constructed building with undivided impartible proportionate share in the land with easements and appurtenances attached thereto including the common roof right.

The owner will get Rs. 20,00,000/- (Rupees Eighteen Lakhs) as forfeited amount in stipulated time as deceived in the above mention clause permitting the Developers to develop the said property and commercially exploit the same.

SCHEDULE "C" (DEVEOPER ALLOCATION)

The Developers will get the one flat in Ground Floor and Two Flats at 1st Floor of t he new Building with undivided impartible proportionate share in the land with easements and appurtenances attached thereto including the common roof right.

IN WITNESS WHEREOF the Owner and the Promoters/Developers have hereto set and subscribed their respective hands this day, month and year first above written.

SIGNED SEALED AND DELIVERED

IN THE PRESENCE OF :

Witnesses:-

1. Tathagata Majumdar
22 B, Bose Pathan Rd
Kolkata, KOL-42

Biplab Kumar Majumdar

(OWNER)

A. S. CONSTRUCTION

2. Rubinda Ghosh
Chakrabarty
B-26 Tagore Park
KOL-700039

Taj Chakrabarty
Srover Chakrabarty PARTNER

(A.S Construction)

PROMOTERS/ DEVELOPERS

This Development Agreement is drafted and prepared by me at my office :

Debyendra Ghosh,

Advocate,

Alipore Police Court, Kolkata
Encl No. - 1114/2015

MEMO OF CONSIDERATION

Received from the above named Promoters/Developers a sum of Rs. 10,00,000/- (Rupees Ten Lacks) only towards payment in the following manner.

Date	Cheque	Bank	Amount
13.03.2024	962651	SBI, Panchanna Gram	Rs. 10,00,000/-

Total

Rs. 10,00,000/-

IN PRESENCE OF WITNESSES:-

1. *Tehagata Nijanda*

Biphal Kumar Nayanda

(OWNER)

2. *Rabindra Nath*

Chakraborty



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name BIPLAB KUMAR MAJUMDER
 Signature Biplab Kumar Majumder



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name
 Signature Jay Chakrabarty



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name SOURAV CHAKRABARTY
 Signature Sourav Chakrabarty



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



120320242042012677

GRIPS Payment Detail

GRIPS Payment ID:	120320242042012677	Payment Init. Date:	12/03/2024 14:01:58
Total Amount:	55042	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	4083977747617	BRN Date:	12/03/2024 14:02:37
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr JOY NASKAR
Mobile: 9038252538

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240420126788	Directorate of Registration & Stamp Revenue	55042
Total			55042

IN WORDS: FIFTY FIVE THOUSAND FORTY TWO ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.

PAID



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



192023240420126788

GRN Details

GRN: 192023240420126788 Payment Mode: SBI Epay
GRN Date: 12/03/2024 14:01:58 Bank/Gateway: SBIEpay Payment Gateway
BRN : 4083977747617 BRN Date: 12/03/2024 14:02:37
Gateway Ref ID: CHP3234470 Method: State Bank of India NB
GRIPS Payment ID: 120320242042012677 Payment Init. Date: 12/03/2024 14:01:58
Payment Status: Successful Payment Ref. No: 2000681269/4/2024
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr JOY NASKAR
Address: 121 , SWIN HOE LANE ,
Mobile: 9038252538
Period From (dd/mm/yyyy): 12/03/2024
Period To (dd/mm/yyyy): 12/03/2024
Payment Ref ID: 2000681269/4/2024
Dept Ref ID/DRN: 2000681269/4/2024



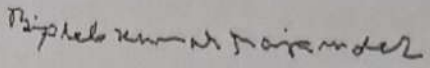
Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000681269/4/2024	Property Registration- Stamp duty	0030-02-103-003-02	35021
2	2000681269/4/2024	Property Registration- Registration Fees	0030-03-104-001-16	20021
Total				55042

IN WORDS: FIFTY FIVE THOUSAND FORTY TWO ONLY.

PAID



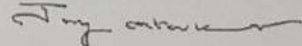
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr BIPLAB KUMAR MAJUMDER Son of Late RAJENDRA NATH MAJUMDAR Executed by: Self, Date of Execution: 13/03/2024 , Admitted by: Self, Date of Admission: 13/03/2024 ,Place : Office	Photo  <small>13/03/2024</small>	Finger Print  Captured <small>LTI 13/03/2024</small>	Signature  <small>13/03/2024</small>
22B, BOSE PUKUR ROAD, City:- Kolkata, P.O:- KASBA, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700042 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADxxxxxx4J, Aadhaar No: 53xxxxxxxx5063, Status :Individual, Executed by: Self, Date of Execution: 13/03/2024 , Admitted by: Self, Date of Admission: 13/03/2024 ,Place : Office				


Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	A S CONSTRUCTION 885, ANANDAPUR P.S- ANANDAPUR, City:- Kolkata, P.O:- ANANDAPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 , PAN No.:: ABxxxxxx9P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :



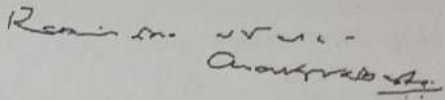
SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr JOY NASKAR (Presentant) Son of Mr SAMIR NASKAR Date of Execution - 13/03/2024, , Admitted by: Self, Date of Admission: 13/03/2024, Place of Admission of Execution: Office	Photo  <small>Mar 13 2024 1:26PM</small>	Finger Print  Captured <small>LTI 13/03/2024</small>	Signature  <small>13/03/2024</small>
121, SWIN HOE LANE, City:- Kolkata, P.O:- KASBA, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700042, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: APxxxxxx0R, Aadhaar No: 73xxxxxxxx2183 Status : Representative, Representative of : A S CONSTRUCTION (as PARTNER)				

2

Name	Photo	Finger Print	Signature
Mr SOURAV CHAKRABARTY Son of Mr RABINDRA NATH CHARKABARTY Date of Execution - 13/03/2024, , Admitted by: Self, Date of Admission: 13/03/2024, Place of Admission of Execution: Office	 Mar 13 2024 1:28PM	 Captured LTI 13/03/2024	 13/03/2024

26B, TAGORE PARK NEAR TAGORE PARK CLUB, City:- Kolkata, P.O:- TILJALA, P.S:-Tiljala, District:- South 24-Parganas, West Bengal, India, PIN:- 700039, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BAxxxxxx5B, Aadhaar No: 31xxxxxxxx4010 Status : Representative, Representative of : A S CONSTRUCTION (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr RABINDRA NATH CHAKRABORTY Son of Mr NIPENDRA NATH CHAKRABORTY 26B, TAGORE PARK, City:- Kolkata, P.O:- TILJALA, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700039	 13/03/2024	 Captured 13/03/2024	 13/03/2024

Identifier Of Mr BIPLAB KUMAR MAJUMDER, Mr JOY NASKAR, Mr SOURAV CHAKRABARTY

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr BIPLAB KUMAR MAJUMDER	A S CONSTRUCTION-7.40438 Dec

Transfer of property for S1

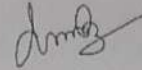
Sl.No	From	To. with area (Name-Area)
1	Mr BIPLAB KUMAR MAJUMDER	A S CONSTRUCTION-1000.00000000 Sq Ft

Endorsement For Deed Number : I - 160100526 / 2024

On 12-03-2024

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 1,70,31,935/-



Md Tabis Ansari
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 13-03-2024

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 13:00 hrs on 13-03-2024, at the Office of the D.S.R. - I SOUTH 24-PARGANAS by Mr JOY NASKAR ..

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

Execution is admitted on 13/03/2024 by Mr BIPLAB KUMAR MAJUMDER, Son of Late RAJENDRA NATH MAJUMDAR, 22B, BOSE PUKUR ROAD, P.O: KASBA, Thana: Kasba, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by Profession Retired Person

Indetified by Mr RABINDRA NATH CHAKRABORTY, , , Son of Mr NIPENDRA NATH CHAKRABORTY, 26B, TAGORE PARK, P.O: TILJALA, Thana: Tiljala, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Retired Person

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

Execution is admitted on 13-03-2024 by Mr JOY NASKAR, PARTNER, A S CONSTRUCTION (Partnership Firm), 885, ANANDAPUR P.S- ANANDAPUR, City:- Kolkata, P.O:- ANANDAPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700107

Indetified by Mr RABINDRA NATH CHAKRABORTY, , , Son of Mr NIPENDRA NATH CHAKRABORTY, 26B, TAGORE PARK, P.O: TILJALA, Thana: Tiljala, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Retired Person

Execution is admitted on 13-03-2024 by Mr SOURAV CHAKRABARTY, PARTNER, A S CONSTRUCTION (Partnership Firm), 885, ANANDAPUR P.S- ANANDAPUR, City:- Kolkata, P.O:- ANANDAPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700107

Indetified by Mr RABINDRA NATH CHAKRABORTY, , , Son of Mr NIPENDRA NATH CHAKRABORTY, 26B, TAGORE PARK, P.O: TILJALA, Thana: Tiljala, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Retired Person

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 20,053.00/- (B = Rs 20,000.00/- ,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 20,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/03/2024 2:02PM with Govt. Ref. No: 192023240420126788 on 12-03-2024, Amount Rs: 20,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 4083977747617 on 12-03-2024, Head of Account 0030-03-104-001-16

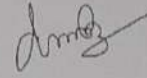
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 35,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 22216, Amount: Rs.5,000.00/-, Date of Purchase: 12/03/2024, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/03/2024 2:02PM with Govt. Ref. No: 192023240420126788 on 12-03-2024, Amount Rs: 35,021/-, Bank: SBI EPay (SBlePay), Ref. No. 4083977747617 on 12-03-2024, Head of Account 0030-02-103-003-02



Md Tabis Ansari
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1601-2024, Page from 19666 to 19700

being No 160100526 for the year 2024.



Md Tabis Ansari

Digitally signed by MD TABIS ANSARI

Date: 2024.03.19 13:00:41 +05:30

Reason: Digital Signing of Deed.

(Md Tabis Ansari) 19/03/2024

DISTRICT SUB-REGISTRAR

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

West Bengal.