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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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

District Sub-Registrar-V  
Alipore, South 24 Parganas

22 JUL 2019

STHAPATI CONSTRUCTION  
Sanku Prasad Bhawanik  
Partner

STHAPATI CONSTRUCTION  
Indip Bhawanik  
Partner

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** is made on this the 22<sup>nd</sup> day of JULY, Two Thousand Nineteen (2019) ;

**BETWEEN**

1. Mahua Ghosh.

3. Subhadipa Kae.

2. Abhinadipa Mitra

4. Ratradipa Sen



(1) **SMT. MOHUA GHOSH**, (PAN- AVKPG7920L, Aadhaar No. 4605 2922 8212), wife of Late Amal Kumar Ghosh, by faith - Hindu, by occupation - House Wife, by Nationality - Indian, residing at 12C, Ballygunge Place East, Kolkata - 700019, Post Office - Ballygunge, Police Station - Gariahat, (2) **SMT. ABHRADIPA MITRA** (PAN - BFQPM9114R, Aadhaar No. 4356 6375 0285), Wife of Sri Pinaki Mitra, as well as Daughter of Late Amal Kumar Ghosh, by faith - Hindu, by occupation - House Wife, by Nationality - Indian, residing at 64B, Swinhoe Lane, Post Office & Police Station - Kasba, Kolkata- 700042, presently residing at More Café LLC, Roda Al Murooj Complex, Financial Centre Street, Opp. Address Boulevard Hotel, PO Box 33720, Dubai, UAE, (3) **SMT. SUBHRADIPA KAR** (PAN - CFXPK8602J, Aadhaar No. 8069 7432 8116), Wife of Sri Saptorshi Kar as well as Daughter of Late Amal Kumar Ghosh, by faith - Hindu, by occupation - Service, by Nationality - Indian, residing at G03, Pavani Pride Green Garden Layout, Shirdi Sai Temple Road, Kundalahalli Gate, Bangalore- 560037, Post Office - H.A.L P.O, Police Station - H.A.L.P.O, (4) **SMT. RATNADIPA SEN** (PAN - CXOPS8462B, Aadhaar No. 2796 2887 9003) Wife of Sri Sovan Sen, as well as Daughter of Late Amal Kumar Ghosh, by faith - Hindu, by occupation - Service, by Nationality - Indian, residing at 36, Sashibhushan Mukherjee Road, Post Office and Police Station - Behala, Kolkata- 700034,

1. Mohua Ghosh.

2. Abhradipa Mitra

3. Subhradipa Kar.

4. Ratnadipa Sen

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Partner

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Indip Bhaumik  
Partner

hereinafter collectively called and referred to as the "**LAND OWNERS**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the "**FIRST PART**".

**AND**

**M/S. STHAPATI CONSTRUCTION, (PAN- ADEFS2790J)**, a partnership firm having its registered office at K.M.C. Premises No. 522, Modern Park, (Ground Floor), and Postal Address- 1/8, Avenue East, Santoshpur, Kolkata - 700075, Post Office - Santoshpur, under Police Station - formerly Purba Jadavpur & at present Survey Park, in the District of South 24-Parganas, represented by its partners namely **(1) SRI SANKAR PRASAD BHAUMIK, (PAN - ACXPB5414G)** son of Late Nishi Kanta Bhowmick, by religion - Hindu, by occupation - Business, by Nationality - Indian, residing at 312 2<sup>nd</sup> Street, Modern Park, Flat No.2A, 2<sup>nd</sup> Floor, Kolkata - 700075, Police Station - Survey Park, in the District of South 24-Parganas, **(2) SRI TRIDIP BHOWMIK, (PAN- AEEP8894H)** son of Late Gouranga Chandra Bhowmik, by religion - Hindu, by occupation - Business, residing at B-3/1, Purba Diganta Santoshpur, Kolkata - 700075, under Police Station - Formerly Purba Jadavpur and now Survey Park, Post Office - Santoshpur in the District of South 24-Parganas, hereinafter called

1. Mahua Aloksh.

3. Subhadipa Kar.

2. Abhimadipa Mitra

4. Ratnadipa Sen

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Partner

STHAPATI CONSTRUCTION

Tridip Bhowmik  
Partner



and referred to as the "**DEVELOPERS**" ( which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its/their heirs, Successors-in-office, Successors-in-Interest, executors, administrators legal representatives and assigns) of the "**SECOND PART**".

**WHEREAS** by a Deed of Sale, One Smt Gouri Rani Roy, wife of Sri Narayan Chandra Roy and Arun Kumar Roy son of Late Madan Mohan Roy, P.S- Formerly Tollygunge now Jadavpur, Kolkata- 700068, 17/3, Jodhpur Colony, District South 24-Parganas, sold, conveyed and transferred all that piece and parcel of land measuring about 3 Cottahs 13 Chitak and 11 sq. ft. lying and situated at Mouza Santoshpur, J.L. No.22, Pargana - Khaspur, Touzi No.151, in C.S. Khatian No. 82/1, R.S. Khatian No.83 of C.S. Dag No.715/790, R.S. Dag No. 815, within P.S. formerly Sadar Tollygunge, thereafter Jadavpur, at present Survey Park, Addl. District Sub-Registry Office at Sealdah, District South 24-Parganas unto and in favour of Sri Asim Kumar Ghose, son of Late Promode Chandra Ghose, of 12C, Ballygunge Place East, Ballygunge, Kolkata - 700019, P.O. Ballygunge, Police Station - Gariahat, which was duly registered at A.D.S.R. Alipore Office and recorded in Book No.1, Volume No.137, Pages 172 to 179, Being No.4960 for of the year 1980.

1. Malini Alashi.

2. Abhinadipa Mitra

3. Subhadipa Kae.

4. Ratnadipa Sen

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Partner

**AND WHEREAS** after such purchase, the said owner, namely Sri Asim Kumar Ghose, son of Late Promode Chandra Ghose had been peacefully seized, possessed of or otherwise well and sufficiently entitled to the said landed property without any interruption or hindrances from others.

**AND WHEREAS** the said owner namely Asim Kumar Ghose was the absolute sixteen annas owner aforesaid total landed property measuring about 3 Katas 13 Chittak 11 Sq.ft hereunder written, mutated his name in the Kolkata Municipal Corporation (K.M.C) and had been paying the necessary taxes as the recorded owner thereof.

**AND WHEREAS** the said owner Asim Kumar Ghose was a bachelor during his life time and had only one brother, without any sister, namely, Amal Kumar Ghosh, both sons of Late Promode Chandra Ghose.

**AND WHEREAS** during peaceful possession of the property the said owner namely Asim Kumar Ghose suddenly died intestate on 05.03.2016, leaving behind his only younger brother Sri Amal Kumar Ghosh as the only legal heir of the said deceased land owner Asim Kumar Ghose. After the death of Asim Kumar Ghose, his only younger

1. Mahua Ghosh.

2. Abhinadipa Mitra

3. Subhadipa Kae.

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Indip Bharamik  
Partner



brother Sri Amal Kumar Ghosh became the absolute owner of land 3 Kathas 13 Chittak 11 Sq. ft which was duly registered at A.D.S.R. Alipore office and recorded in Book No. 1, Volume No. 137, Pages 172 to 179, Being No.4960 for the year 1980.

**AND WHEREAS** said Asim Kumar Ghose died intestate leaving behind him, his only surviving brother Amal Kumar Ghosh son of Late Promode Chandra Ghose as his only legal heir, successor and claimant, and who has inherited entire absolute sixteen annas ownership of the aforesaid total landed property, mentioned in the schedule herein.

**AND WHEREAS** One **AMAL KUMAR GHOSH** son of Late Promode Chandra Ghose being the sole and absolute sixteen annas owner of ALL THAT piece and parcel of landed property measuring about 3 Cottahs 13 Chittak and 11. sq. ft. but physical measurement is 3 Cottahs 12 Chittaks 2.96 Square Feet lying and situate at Mouza Santoshpur, J.L. No.22, Pargana - Khaspur, Touzi No. 151, in C.S. Khatian No.82/1, R.S. Khataian No.83, of C.S. Dag No.790, R.S. Dag No.815, within P.S. formerly Sadar Tollygunge, thereafter Jadavpur, at present Survey Park, Addl. District Sub-Registry Office at Sealdah, District South 24-Parganas by way of inheritance, with a view to

1. Malina Alashi.

2. Akhmadipa Mitra

3. Subheadipa Kae.

4. Ratnadipa Sen

develop the said property also decided to execute a Development Agreement with an experienced Developers.

**AND WHEREAS** the present Developers have approached the Owner Amal Kumar Ghosh for erecting/constructing and completing a Building at the said property on the express condition that the Developers at the time of completion of the said building, shall deliver 50% Ratio of the total flat and 3 numbers Covered Parking space of the complete Building to the Owner herein more fully described in the **Schedule "B"** hereunder written and both parties entered into an Agreement dated 21.04.2017 (Twenty first April Two Thousand Seventeen) to Develop the property mentioned in the "Schedule - A".

**AND WHEREAS** said Amal Kumar Ghosh demise on 03.07.2018 during pendency of the said agreement, died intestate living behind his legal heirs his wife namely - (1) Smt. Mohua Ghosh aged about 65 years, residing at 12C, Ballygunge Place East, Kolkata 700019, Police Station - Gariahat, Post Office - Ballygunge, and three daughters namely (2) Smt. Abhradipa Mitra, aged about 40 years, daughter of said late Amal Kumar Ghosh as well as wife of Sri Pinaki Mitra, residing at 64B, Swinhoe Lane, Kolkata 700042, Police Station - Kasba, Post Office - Kasba, (3) Smt. Subhradipa Kar, aged about 36

1. Mahua Ghosh.

2. Abhradipa Mitra

3. Subhradipa Kar.

4. Ratnadipa Sen

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Indip Bhawanik  
Partner



years, daughter of said late Amal Kumar Ghosh as well as wife of Sri Saptoshi Kar, residing at Flat No. G-03, Pavani Pride, Green Garden Layout, Post Office and Police Station - Kundanhalli Gate, Bangalore, Karnataka 560037, (4) Smt Ratnadipa Sen, aged about 36 years daughter of said late Amal Kumar Ghosh as well as wife of Sri Sovan Sen, residing at Flat No.1D, 1<sup>st</sup> Floor, 36 Sashibhushan Mukherjee Road, Kolkata 700034, P.S. Behala, P.O. Behala.

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**AND WHEREAS** after demise of said Amal kumar Ghosh his legal heirs the present owners are lawfully seized and possessed the said property more fully described in the Schedule "A" hereunder written and mutated their name before the Municipal Corporation and paying Taxes regularly.

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**AND WHEREAS** after demise of the said Amal kumar Ghosh the second party ( Developers ) approached his legal heirs present owners to obey the said Agreement dated 21<sup>st</sup> April 2017 which was not registered and subsequently they agreed to the proposal and entered into this Agreement to complete the construction on the schedule "A" their joint property and also agreed to execute a power of attorney enabling sale of the flats / apartments/ parking space of the Developers' allocation / portion which mentioned herein below.

1. Mahua Ghosh.

3. Subhadipa Kar.

2. Abhinadipa Mitra

4. Ratnadipa Sen



**AND WHEREAS** the owners herein by executing this Agreement entrusted the Developers to construct the newly proposed multi - storied building as per the sanctioned plan of the Kolkata Municipal Corporation, subject to the terms conditions stipulates , restrictions and obligations as mentioned hereunder :

**AND WHEREAS** no one can cancel (FIRST PART as well as SECOND PART) this Agreement without the knowledge of either of the other party.

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

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

In this Agreement unless it is contrary to or repugnant to the context the following words for expression shall have the meaning assigned to them as hereinafter mentioned:-

1. **"THE LAND"** shall mean and include the entire Bastu land (assessed property of KMC) and premises measuring 3 Cottahs

13 Chittak and 11 sq. ft. lying and situate at Mouza Santoshpur,

1. Mahua Aloori.

3. Subhadipa hae.

2. Akhadipa Mitra

4. Ratnadipa Sen

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Indip Bharamik  
Partner

J.L. No.22, Parganas Khaspur, Touzi No.151, in C.S. Khatian No.82/1, R.S. Khatian No.83 of C.S. Dag No.790, R.S. Dag No.815, within P.S. formerly Sadar Tollygunge, thereafter Jadavpur, at present Survey Park, now within the limits of the Kolkata Municipal Corporation, Ward No. 109, Premises No. 130, Purba Diganta, Addl. District Sub- Registry Office at Sealdah, District South 24-Parganas, morefully described in Schedule 'A' below.

**2. NON REFUNDABLE MONEY**:- The Developers shall pay the sum of Rs. 50,001/- (Rupees Fifty Thousand and One) only by A/C Payee Cheque Vide No. 255901 dated 21<sup>st</sup> April, 2017, State Bank Of India, Survey Park Branch, Kolkata- 700075 to the previous Owner Late Amal Kumar Ghosh during his lifetime that amount shall not be refunded by the Owner.

**3. "COMMON PORTION"**:- Shall mean and include common spaces like corridors, stairways, passage ways, drive ways, common lavatories, pump room, overhead tank, underground water reservoir, entire roof and other common areas which may be specified for common use for all flats owner's and enjoyment

1. Mahua Ghosh.

2. Abhinadipa Mitra

3. Subheadipa Kar.

4. Ratnadipa Sen



of the units, and for provision, maintenance and/or management of the building and/or common facilities as the case may be.

4. **COVERED AREA OR BUILT UP AREA** shall mean and include the area covered by the said unit as calculated by the Kolkata Municipal Corporation.

5. **COVERED PARKING SPACE** shall mean the parking space under the roof without partition wall.

6. **THE UNIT** shall mean the built-up area available for independent use and occupation in the said building which may be used for the purpose of residence as the case may be.

7. **LAND OWNERS' ALLOTTED SHARE (IN G+III STORIED)** :-

- i) That the Developers i.e. the party of the **Second Part** herein shall provide total three nos. of self contained dwelling flats i.e.; one no. flat on the 1<sup>st</sup> floor, North - West side of the building, one no. flat on the 2<sup>rd</sup> floor, North - West side of the building and one no. flat on the 3<sup>rd</sup> floor, North- West of the building, each flat containing three bedrooms, one drawing/dining, one kitchen, two toilets and verandah, each flat measuring about 775 sq.ft. built-up area more or less i.e. constituting 50% of the total

1. Mahua Alash.

2. Abhadipa Mitra

3. Subhadipa kee.

4. Ratnadipa Sen

constructed area in the proposed building, plan for which is yet to be sanctioned by KMC.

- ii) The Developers i.e. the party of the second part herein shall provide **three covered car parking spaces** in North- West side i.e. two in series, each measuring about 120 - 130 sq.ft. each more or less on the ground floor of the said G+III storied building more fully described in the **Schedule 'B'** herein below as per specification mentioned herein below.

#### **8. DEVELOPERS' ALLOTTED SHARE (IN G+III BUILDING)**

That the piece and parcel of entire building except the land owners allocation mentioned herein above will be the remaining 50% of total constructed areas in the building as well as rest of the parking space except the land owner allocation together with the undivided proportionate share of the land of the Schedule property, along with the common areas and facilities available in the said building lying and situated at KMC Premises No.130, Purba Diganta, Santoshpur, Kolkata - 700075, P.S. formerly Purba Jadavpur at present Survey Park, in the District South 24-Parganas.

1. Mahua Ghosh.

3. Subhadipa Das.

2. Abhadipa Mitra

4. Ratnadipa Sen



9. **THE BUILDING PLAN** shall mean the plans for the construction of the new Building, to be submitted to The Kolkata Municipal Corporation for sanction and shall include any amendments thereto and improvements thereon and/or modification thereof.

10. **ARCHITECT** shall mean any qualified person or persons or Firms Licenced / Registered with K.M.C., appointed or nominated by the Developers as Architects of the building to be constructed at the said premises.

11. **TRANSFER** shall mean and include transfer of the constructed unit by delivery of vacant, peaceful and physical possession of the said unit or by any other means or modes as may be applicable for transferring a unit in a medium rise building in the town of Kolkata and by registering a Deed of Conveyance in favour of the purchaser.

12. The Developers will complete the said proposed building within 20 months from the date of sanction of the building plan by Kolkata Municipal Corporation.

13. In the event of delay in completion of the building beyond **20 months** after Sanction Plan by KMC the First Part shall

1. Mahua Ghosh.

2. Abhadiya Mitra

3. Subhadipa Kae.

4. Ratnadipa Sen

reserve the right to claim compensation at the rate of **10%** of the KMC valuation of the vacant land for each additional month of delay subject to a maximum delay period of 6 months for the next months. For any delay beyond 6 months the Owners will reserve the right for suitable lumpsum compensation at the rate of **5%** of the value of land except for any delay due to reasons of natural calamity/riots/earth quake etc. at the end of next 6 months, the owners will reserve the right on the continuation of the agreement.

## ARTICLE - II

### OWNERS CONSIDERATION AND SPACE ALLOCATION

1. The Owners shall receive 50% of total constructed area of the proposed flats of the building and 3 Nos. covered parking space on the ground floor i.e. two in series. The ultimate roof is common space for all 6 nos. flat owners.
2. All costs, charges, expenses deposit fees etc. for construction of the said building including the Owner's allocation along with the Architect's fees, sanction fees and all other fee and charges of any nature whatsoever including any KMC Tax during mutation of title, shall be

1. Mahua Akash.

2. Abhinadipa Mitra

3. Subheadipa Kar.

4. Ratnadipa Sen



borne and paid by the Developers and shall not be claimed from the Owners.

3. All expertise, know-how and consultancy services in connection with the construction of the building are to be rendered by the Developers and shall not be claimed from the Owner.

### ARTICLE - III

#### DEVELOPERS' CONSIDERATION AND SPACE ALLOCATION

1. The Developers shall have right to width of the adjacent road for better development to the premises / project.
2. All built up area, open land car parking and all other open and/or covered areas which will remain after deducting owner's allocation, which is 50% of the total constructed area thereof.
3. The Owner shall execute and register sale conveyance and/or transfer deeds of any nature as required by the Developers and/or Purchasers.

1. Maluma Alok.

2. Abhinadipa Mitra

3. Subheadipa kae.

4. Ratnadipa Sen

4. That the Developers shall be authorized by a Development Power of Attorney to procure prospective buyers of the proposed flats in the proposed building and to receive the payment from the said prospective buyers towards the price of the said flat and towards the proportionate share in the said land PROVIDED HOWEVER the First Party shall not be liable for repayment of the same nor the 2<sup>nd</sup> Party shall be authorized to put the said premises under any encumbrances whatsoever.

5. The Owners hereby grant exclusive right to the Developers to build, erect, construct and complete the Owner's allocation and the Developers' allocation in their own behalf and also on behalf of the purchasers as the case may be and sell the Developers' allocation and realize all consideration there from, except the portion of the building under Owners' allocation.

6. The Owners hereby grant exclusive right to the Developers to sell transfer convey assign and/or dispose of, in any way all additional areas excepting the owners' area constructed by the Developers in the building after delivering vacant and peaceful possession of owners' allocation comprising three self contained complete dwelling flat and three numbers covered car parking

1. Mahua Arora.

2. Abhinadipa Mitra

3. Subhadipa Kae.

4. Ratnadipa Sen

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space as mentioned in Sl. No.7 Clause i & ii of Article-I as per the building plan yet to be sanctioned by the Kolkata Municipal Corporation along with the proportionate undivided share of interest in the land relating thereto and to receive and retain all considerations there from and in accordance with the law for the time being in force. The Owner's share, in any case, shall not be less than 50% of the total developed area of flat whether now or in future except covered parking space in ground floor.

7. That the flats of the said building shall be booked and sold to the prospective buyers to be nominated by the 2<sup>nd</sup> party and in nominating the prospective buyers and fixing the price of any flat, First Party shall not be entitled to receive any money from the prospective buyers save and except from the sale proceeds from the Owners' allocation in the aforesaid building.
8. The First Party shall join the intended agreement for sale of the said flat of flats with the intending purchaser or purchasers of the same and in the conveyances in purchase of the said agreement for the sale and shall execute and register the conveyance or conveyances when the First Party will be called upon to do so by the 2<sup>nd</sup> party.

1. Mahua Ghosh  
2. Abhinadipa Mitra

3. Subhadipa Kae.  
4. Ratnadipa Sen

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Partner

STHAPATI CONSTRUCTION

Indip Bhaumik

**ARTICLE - IV****OWNERS' OBLIGATIONS**

1. The Owners shall sign execute verify affirm and declare all necessary plans designs, specifications, applications, KMC papers, KMC water connection, KMC completion certificate, KMC H.D connection papers, KMC internal drainage, particulars affidavits or declarations as may be necessary for obtaining, constructing and completing the building.
2. The Owners shall sign and execute all forms and necessary papers as may be required for transferring and/or conveying the Developers' allocation and proportionate undivided land relating thereto.
3. The Owners hereby delegates all registered power and authorities to the Developers for the purpose of obtaining sanctioned building plan and necessary permission from different authorities in connection in that the construction of the building.
4. The Owners hereby delegates all power and authorities to the Developers for the proposed building and for transferring the

1. Mahua Ghosh

2. Abhodaya Mitra

3. Subhadipa Kae .

4. Ratnadipa Sen

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Developers' allocation to the purchasers of the Developers' allocation or any party hereof.

5. The Owners shall simultaneously with the execution of these presents execute a registered power of attorney in favour of the Developers at the cost of Developers to enable the Developers to approach the purchaser/s of the Developers allocation and to enter into agreement for such prospective purchasers.
6. The Owners shall put the Developers in exclusive and undisputed possession of the said premises and shall not in any way interfere with the possession of the Developers during construction of the building.
7. The Developers shall pay all rates, taxes, costs for mutation of the said land in the K.M.C.
8. The Owners hereby agree and covenant with the Developers not to let out / grant / lease / mortgage and / or charge the said premises or any portion thereof without any consent in writing of the Developers during the period of construction.

1. Mahua Ghosh.

2. Abhmedipa Mitra

3. Subhadipa Kae .

4. Ratnadipa Sen

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**ARTICLE - V**  
**DEVELOPERS' OBLIGATION**

1. The Developers shall prepare the necessary building plans or otherwise if required by the Kolkata Municipal Corporation for addition, alteration or any other purposes and submit the same to the Kolkata Municipal Corporation for sanction.
2. The Developers shall take all necessary steps for construction of the building at the said land as per KMC rules as may be framed from time to time. The Developers shall ensure that the building conforms to Class -I Standard Building and also as per KMC norms.
3. The Developers hereby undertakes to construct the building diligently and expeditiously and to make over the Owner's allocation **within 20 months** after obtaining the sanctioned plan for construction of the proposed building. Estimated time required for supporting papers, i.e., LA clearance, porcha, BLRO mutation, online KMC mutation etc for obtaining sanction from KMC will be more or less 8 to 10 months.

1. Mahua Ghosh  
2. Akshadipa Mitra

3. Subhadipa Das  
4. Ratnadipa Sen

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Hridip Bhawanik  
Partner



4. Upon completion of the Building the Developers shall deliver the peaceful and vacant possession of the Owner's allocation to the Owners before delivering flats to the purchasers.
5. All applications, plans, petitions, deeds, documents and other papers as may be required for the purpose of sanction shall be made by the Developers at their cost.
6. The shall at their own costs or at the costs for the purchasers of the Developers' allocation as the case may be commence, construct, erect and complete the building at the said premises with general specifications mentioned in the Schedule "D" hereunder written, subject to the completion period as defined herein before.
7. The Developers at their own costs shall install and erect the building as per the specifications and drawings provided by the Architect, Pump, water storage tanks, overhead reservoirs, electrifications, permanent and/or temporary electric connection from the Kolkata Electric Supply Corporation (CESC) as the case may be.

1. Mahua Ghosh.

2. Abhinav Mitra

3. Subhadipa Das

4. Ratnadipa Sen

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8. The Developers shall abide by all the laws, bye-laws and regulations of the Government, Local Bodies, as the case may be and shall attend to answer and be responsible for any deviation, violation and / or breach of any of the said laws, bye-laws, rules and regulations. The Developers shall also make good all such defects at their own cost before handed over the Owners allocated portion.

9. Upon completion of the construction of the building, the Developers shall obtain Water and Sewerage connection from the KMC and the 'Completion Certificate' and the 'Occupancy Certificate' from The Kolkata Municipal Corporation.

10. As soon as the Owners' allocation of the dwelling flat in the new building, including the covered parking spaces, is completed, the Developers shall give written notice to the Owner requiring the Owner to take possession of the Owner's allocation.

11. The Developers shall construct and complete the Owners' allocation within **20 months** from the date of obtaining the sanction plan and/or vacant and peaceful possession of the said

1. Mahua Ghosh.

3. Subhadipa Das.

2. Abhinadipa Mitra

4. Ratnadipa Sen

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land and the Developers must confirm the same in writing to the Owner.

12. The Developers shall use constantly his best endeavour to prevent delay and shall do all acts, deeds and things that may be reasonably required for overcoming the reasons beyond the control of the Developers.

13. The Developers shall keep the Owners indemnified against all actions, 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 any defect therein from third party claims.

14. The Developers shall give the name of the building, in consultation with the Owner.

15. The Developers shall take all necessary steps for KMC mutations in the name of the Owners and pay all both arrear and current taxes in respect of the property and the Developers shall not claim anything from the Owners in any names in future.

1. Mahua Ghosh.

2. Abhradipa Mitra

3. Subhadipa hae .

4. Ratnadipa Sen

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Partner

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Hridip Bhawmik  
Partner

Provided the Owners shall put necessary signatures as and when required for the same.

16. The Developers hereby agrees and covenants with the Owner not to transfer and /or assign the benefits of this Agreement or any portion thereof without the consent in writing of the Owner.

17. The Developers hereby agrees and covenants with the Owner not to violate or contravene any of the provisions and rules applicable for construction of the said building.

18. The Developers hereby agrees and covenants with the Owner not to do any deed or thing whereby the Owner is prevented from enjoying / selling / assigning and / or disposing of any of the Owner's allocation in the building at the said premises.

#### ARTICLE - VI

#### OWNERS' RESTRICTIONS

The Owners shall not hereafter encumber the said land in any manner whatsoever.

1. Mahua Ghosh.

2. Abhadipa Mitra

3. Subhadipa Kar.

4. Ratnadipa Sen

STHAPATI CONSTRUCTION

Sankar Prasad Bhawanik.  
Partner

STHAPATI CONSTRUCTION

Indip Bhawanik  
Partner



**ARTICLE - VII****DEVELOPERS' RESTRICTIONS**

1. The Developers shall not sell/transfer, assign and/or nominate in any persons for purchasing the Owners' allocation in the building unless specifically instructed by the Landowner to do so in writing.
2. The Developers shall not do any act, deed or thing whereby the Owners are prevented from enjoying, selling, assigning transferring and/or disposing of any portion of the Owner's allocation in the building.
3. The Developers shall not violate or contravene any of the provisions contained in this agreement for construction of the building subject to the circumstances beyond its control i.e. natural calamities or acts of God etc.

STHAPATI CONSTRUCTION

Sankar prasad Bhaumik.  
Partner

STHAPATI CONSTRUCTION

Dridip Bhaumik  
Partner**ARTICLE - VIII****COMMON OBLIGATIONS**

1. After the building is completed and possession is handed over all rates and taxes of the building including maintenance costs and expenses for the management thereof will be borne and paid by

1. Mahua Chakr.

3. Subheadipakar.

2. Abhinav Mitra

4. Ratnadipa Sen

the land owners, and the purchaser/s of the units in the building in proportion to this respective holding separately.

2. The parties hereto and their respective transferees as the case may be shall keep the interior walls sewers drains pipes and other fittings and fixtures and other appurtenances and floor and ceiling etc. in the new building in good working condition in particular so as not to cause any damage to the building or any other space therein.
3. The Developers shall be obliged to give the Owners' allocation within 20 months from the date of obtaining the sanction building plan from KMC.
4. The Owners and The Developers have entered into this agreement purely on Principals to Principals basis and nothing stated herein shall be deemed to construed as a partnership between the Developers and Owners or as a Joint Venture between the Owners and Developers nor shall the Developers and Owners in any manner constitute an Association of persons. Each party shall keep the other indemnified from and against the same.

1. Mahua Alash.

2. Abhinadipa Mitra

3. Subheadipa kae.

4. Ratnadipa Sen

STHAPATI CONSTRUCTION

Sankar Prasad Bhaumik.  
Partner

STHAPATI CONSTRUCTION

Indip Bhaumik  
Partner



5. No goods or other items shall be kept by the Owners or Developers or any of their Transferees for display or otherwise in the corridors or other places of common use in the building and no hindrances shall be caused in any manner in the free movement in the corridor and other places of common use in the building and in case such hindrance is caused, in that event the Owners / Developers or the Management / Society / Association / Holding Organisation shall be entitled to remove the same at the risk and cost of the person who keeps goods or creates such hindrance.

6. The Developers shall also be exclusively entitled to the Developers' allocation in the said building without in anyway disturbing the common facilities situated thereon with the exclusive right to deal with, enter into agreements for sale and transfer of the same, without any right, claim, demand, interest whatsoever or howsoever of the Owner and the Owner or any person or persons lawfully claiming through them shall not in any way interfere with or disturb the quiet and peaceful possession of the Developers' allocation or any person or persons claiming through the Developers.

1. Mahua Alash.

2. Akshadipa Mitra

3. Subhadipa kae.

4. Ratnadipa Sen

STHAPATI CONSTRUCTION

Sankar prasad Bhowmik.  
Partner

STHAPATI CONSTRUCTION

Indip Bhowmik  
Partner

7. Upon completion of the construction of the said building the Developers shall in consultation with the Owner, form a body for management and maintenance of the building and on formation of the holding organization the management and maintenance of the said building shall be taken over by the said holding organization or society or association. Until such organization or society or association is formed, the building shall be managed and maintained by the Owners and the Developers jointly and the cost of maintenance and other expenses related thereto shall be payable by the Owners and the Developers as per the ratio of their respective allocations in terms of area. The Municipal taxes and other outgoings and impositions related to the said premises shall be shared by the Owners and the Developers as per the ratio of their respective allotments.

8. The Owners or Developers or any of their Transferees shall not use or permit use of their respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity, nor use or allow the same to be used for any purpose which may create a nuisance or hazard to the other occupiers of the building.

1. Mahua Ghosh.  
2. Abhradipa Mitra

3. Subhadipa Kae.  
4. Ratnadipa Sen

STHAPATI CONSTRUCTION

Sankar Prasad Bhattacharya  
Partner

STHAPATI CONSTRUCTION

Indip Bhattacharya  
Partner



9. The Owners or the Developers or any of their Transferees shall not demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the Owners / Developers / Society / Association or Organization engaged for management of the premises.

10. It is hereby agreed by and between the parties hereto that the cost of the stamps and other incidental expenses required to be made for this Agreement or any future costs and expenses required to be made concerning these presents, shall be borne by the Developers.

### ARTICLE - IX

#### OTHER TERMS AND CONDITIONS

The landowners shall receive their allocated flats as per specification mentioned in this Agreement and all additional works will be charged as per market rates. Owner's 3 Nos. Apartments to include all necessary electrical cabling and switches for installation of Air Conditioners in the three Bedrooms **of each dwelling flat** as also sanitary and plumbing works as per specification as required.

1. Mahua Ghosh.

2. Abhinadipa Mitra

3. Subhadipa Kae.

4. Ratuadipa Sen

STHAPATI CONSTRUCTION

Sankar prasad Bhaumik.  
Partner

STHAPATI CONSTRUCTION

Hridip Bhaumik  
Partner

**SCHEDULE "A" ABOVE REFERRED TO**

**ALL THAT** of the proposed building together with undivided proportionate share of the land and premises lying and situated at Bastu land hereditaments and premises measuring about 03 Cottahs 13 Chittacks and 11 sq.ft. but now physical measurement 03 Cottahs 12 Chittaks 2.96 square feet more or less together with 100 sq. feet tile shed structure standing thereon lying and situate at Mouza - Santoshpur, JL No.22, Parganas Khaspur, Touzi No. 151 in C.S. Khatian No. 82/1, R.S. Khatian No.83 of C.S. Dag No.790, R.S. Dag No.815, within P.S. formerly Sadar Tollygunge, thereafter Jadavpur at present Survey Park now within the limits of the Kolkata Municipal Corporation, Ward No. 109, Premises No. 130, Purba Diganta Santoshpur, Kolkata - 700075, Addl. District Sub-Registry Office at Sealdah, District now South 24-Parganas, which is butted and bounded as follows:-

**ON THE NORTH: 20 ft wide KMC Road**

**ON THE SOUTH: 1 Storied Building, Premises No. 4, Purbadiganta**

**ON THE EAST : 2 Storied Building, Premises No. 136,**

**Purbadiganta**

**ON THE WEST : 1 Storied Building, Postal No. 56 B, Purbadiganta**

- |                     |                   |
|---------------------|-------------------|
| 1. Mahua Ghosh.     | 3. Subhadipa Das. |
| 2. Abhinadipa Mitra | 4. Ratnadipa Sen  |

STHAPATI CONSTRUCTION

Sankar prasad Bhattacharya  
Partner

STHAPATI CONSTRUCTION

Indip Bhattacharya  
Partner



**SCHEDULE "B" ABOVE REFERRED TO**

**OWNERS' ALLOCATION**

- i) The Developers/contractors i.e. the party of the other-part herein shall provide 50% of total constructed area divided as total three nos. of self contained dwelling flats i.e.; one no. flat on the 1<sup>st</sup> floor, north- west side of the building, one no. flat on the 2<sup>rd</sup> floor, north west side of the building and one no. flat on the 3<sup>rd</sup> floor, north-west side of the building, each flat containing three bedrooms, one drawing/dining, one kitchen; two toilets and verandah, each flat measuring about 775 sq.ft. built-up flat area more or less according to the sanctioned plan of the KMC that is yet to be submitted for sanction.
- ii) The Developer/contractors i.e. the party of the second part herein shall provide 50% of total constructed area specified as three covered car parking spaces in north -west side i.e. two in series, measuring about 120 - 130 sq.ft. more or less on the ground floor of the said G+III storied building morefully described in the Schedule 'B' herein below and exclusively allocated to the Owner after completion of the proposed building as per specifications mentioned herein below. ✓

1. Mahua Alorh.

2. Abhodaya Mitra

3. Subhadipa kae.

4. Ratnadipa Sen

STHAPATI CONSTRUCTION

Sankar prasad Bhosmik.  
Partner

STHAPATI CONSTRUCTION

Subidip Bhosmik  
Partner

**SCHEDULE "C" ABOVE REFERRED TO****BUILDER'S ALLOCATION**

The piece and parcel of entire building except the land Owner's allocation mentioned herein above will be the remaining 50% of total constructed covered areas in the building together with the undivided proportionate share of the land of the Schedule property, along with the common areas and facilities available in the said building lying and situated at KMC Premises **No 130, Purba Diganta, Santoshpur, Kolkata - 700075, P.S. formerly Purba Jadavpur at present survey Park**, in the District South 24-Parganas.

**SCHEDULE "D" ABOVE REFERRED TO****(Schedule of Work)**

**Building in General** : RCC framed super structure with standard steel, sand, cement, stone chips, mortar casting in accordance with specification building rules and as per the design of architect/engineer.

**Brick work** : All outside wall are 8" thick with sand cement mortar, all partition walls are 3" thick with 1<sup>st</sup> class brick. Partition wall will be 5" thick in between two flat on each floor.

1. Mahua Alash.

2. Abhadipa Mitra

3. Subhadipa Kar.

4. Ratnadipa Sen

STHAPATI CONSTRUCTION

Sankar Prasad Bhawanik.  
Partner

STHAPATI CONSTRUCTION

Indip Bhawanik  
Partner



**Plaster** : All wall will be plastered with sand cement of thickness 12.0mm (inside) and 20.0 mm (outside), ceiling plaster will be 6.0mm thick.

**Flooring** : All bedrooms would be furnished with cut piece marble, dining and drawing with cut piece marble without any design, toilets and kitchen would be furnished with cut piece marble (2' x 2½').

**Other finishes** : Toilets and W.C. 6'-0" height with glazed tiles will be fixed in toilets and W.C from floor.

**Sanitary and plumbing** : Toilets will be provided with concealed plumbing system, European type (white) with lowdown PVC white cistern, all water supply fitting will be with CP type, 2 Nos. in every flat, toilet will consist of three nos. taps, one no. taps, only within Indian/European type WC and cistern of white colour will be fixed, one no. white colour 20" x 16" wash basin will be fixed in each flat at any suitable position decided by the Owner.

1 no. small wash basin in the toilet and 1 no. inlet connection with T for fixing 1 tap & 1 shower.

1. Neha Alok.

2. Akhadiya Mitra

3. Subhadipa Kae.

4. Ratnadiya Sen

STHAPATI CONSTRUCTION

Sankar prasad Bhawanik  
Partner

STHAPATI CONSTRUCTION

Indip Bhawanik  
Partner

- b) Living/Dining: Light points. 2 fan points, 4 plug points ( 5 amp).
- c) Kitchen : 2 light, 1 exhaust fan point ( 5 amp),  
1 power point ( 15 amp.)
- d) W.C. : 1 light point ( 5 amp plug point),
- e) Toilet : 2 light points, 1 exhaust point ( 5 amp), 1 plug point (15 amp).
- f) Each Balcony: 1 light point (5 amp).
- g) T.V.& Telephone: 1 T.V. point in the Living/ Dining Room and 1 TV point in each of the Bedrooms. 1 Telephone point in the Living Room will be provided in each Flat / apartment.
- h) Required points for pump. Stair, common passage and roof, such that all areas are adequately illuminated.

STHAPATI CONSTRUCTION  
Sankar prasad Bhawanik  
Partner

STHAPATI CONSTRUCTION  
Hridip Bhawanik  
Partner

1. Mahua Alorh.

2. Abhinadipa Mitra

3. Subhadipa kae.

4. Ratnadipa Sen



**Water Supply:** Overhead water tank attached with **1.5 HP** water pump for taking water from underground reservoir connected with K.M.C. water supply line. The capacity of reservoir will be as per sanction of the building plan.

**Painting:** Plaster of parish in bed rooms, dinning/drawing, verandah, toilets and kitchen, parish in staircase wall, outside cement based weather coat paint will be used with Asian Paints Weather Coat or equivalent .

**Verandah grills:** M.S. railings up to 3 feet will be provided on brick work in such verandah.

**Lift** from renowned company will be provided.

1. Mahua Alesh.
2. Abhadipa Mitra

3. Subhadipa Kar.
4. Ratnadipa Sen

STHAPATI CONSTRUCTION

Sankar Prasad Bharamik.  
Partner

STHAPATI CONSTRUCTION

Indip Bharamik  
Partner

**IN WITNESS WHEREOF** both the parties hereunto have set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED SEALED AND DELIVERED**

By the within named owners / legal heirs at Kolkata in presence of -

**WITNESSES**

PINAKI MITRA  
S/O. Shri. PABITRA KRISHNA MITRA  
64B, SWINHOE LANE, KOLKATA-42.

1) Pinaki Mitra

1. Mahua Ghosh.

2. Abhadipa Mitra

3. Subhadipa Kar.

4. Ratnadipa Sen

2) Anishch Mandal  
Advocate  
Alipore police Club  
Kolkata-27

\_\_\_\_\_  
SIGNATURE OF THE LAND OWNERS

2

STHAPATI CONSTRUCTION

Sankar prasad Bhawanik  
Partner

STHAPATI CONSTRUCTION

Sanjiv Bhawanik  
Partner

\_\_\_\_\_  
SIGNATURE OF THE DEVELOPERS



MEMO OF CONSIDERATION

Late said AMAL KUMAR GHOSH during his lifetime RECEIVED on and from the within named Developers the within mentioned sum of Rs. 50,001/- (Rupees **Fifty Thousand** and one ) only being in respect of the property mentioned in schedule herein above written, by following manner:

SL. No.	DATE	NAME OF BANK & BRANCH	CHEQUE NO.	AMOUNT NO. (RS.)
1.	21/04/2017	SBI, Survey Park Branch	255901	Rs. 50,001/-

(Rupees Fifty Thousand and one only.)

WITNESSES: -

1. PINAKI MITRA  
S/O SHRI. PABITRA KRISHNA MITRA  
64B, SWINHOLE LANE, KOLKATA-42.  
Pinakimitra

(1) Mahua Ghosh.

2. Treshor Banerjee  
Alipore Police Court  
KOL-27

(2) Abhinadipa Mitra

(3) Subhadipa kae.

(4) Ratnadipa Sen

SIGNATURE OF THE LAND OWNERS

Drafted by me,

Jathi Sen  
Advocate W.B. No. 523/1985  
Alipore Police Court,  
Kolkata-700 027.

Typed by,

Alipore Police Court,  
Kolkata-700 027.

# AND OWNERS

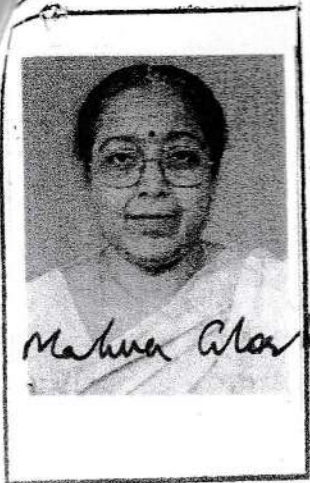
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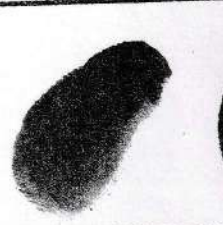









1st finger

middle finger

ring finger

small finger



left hand					
right hand					

Name MOHUA GHOSH

Signature Mahua Ghosh

Thumb











1st finger

middle finger

ring finger

small finger



left hand					
right hand					

Name ABHRADIPA MITRA

Signature Abhradipa Mitra

Thumb











1st finger

middle finger

ring finger

small finger



left hand					
right hand					

Name SUBHRADIPA KAR

Signature Subhradipa kar



Thumb 1st finger middle finger ring finger small finger



left hand					
right hand					

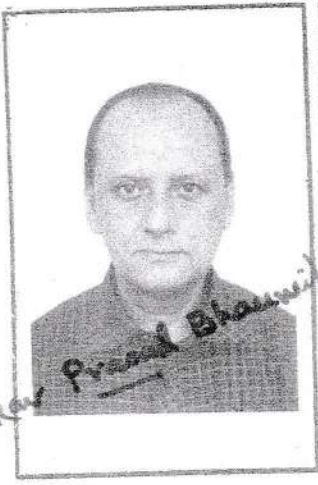
Ratnadipa Sen

Name RATNADIPA SEN

Signature Ratnadipa Sen

DEVELOPERS

Thumb 1st finger middle finger ring finger small finger



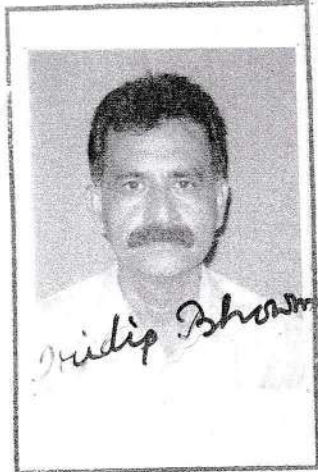
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right hand					

Sankar Prasad Bhaumik

Name SANKAR PRASAD BHAUMIK

Signature Sankar prasad Bhaumik

Thumb 1st finger middle finger ring finger small finger



left hand					
right hand					

Tridip Bhowmik

Name TRIDIP BHOWMIK

Signature Tridip Bhowmik

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2019, Page from 65560 to 65625  
being No 163001694 for the year 2019.



Digitally signed by KRISHNENDU  
TALUKDAR  
Date: 2019.07.24 16:22:36 +05:30  
Reason: Digital Signing of Deed.

(Krishnendu Talukdar) 24-07-2019 16:20:15  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS  
West Bengal.



(This document is digitally signed.)