

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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Additional District Sub-Registrar Belghoria 24 Pgs. (14)

€ A AUG 2023

Agreement for Development

THIS AGREEMENT FOR DEVELOPMENT is made on this (1) day of August, Two Thousand Twenty Three (2023) of the Christian era BETWEEN:-

SMT PINKY CHAKRABORTY (PAN AIZPC2357F) (AADHAAR 4069 6373 7431), Wife of Late Joy Chakraborty, by faith Hindu, by nationality Indian, by occupation Housewife, residing at 49, Adarsha Pally D.P Nagar, P.O & P.S Belgharia, Kolkata 700056, hereinafter referred and called to as the "LAND OWNER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, successors, administrators, legal representatives and assigns) of the FIRST PART.

AND

MAA JAGADHATRI CONSTRUCTION (PAN ABXFM7789G), a partnership Firm, having its registered office at Holding Premises No 765, 118 Sree Pally, D.P Nagar, Post Office & Police Station — Belgharia, Kolkata 700056, Ward no- 28 District- North 24 Parganas represented by its Partners 1) SRI AMIT KUMAR SAHA (PAN APMPS3745M) (Aadhaar no-5082 1432 2722), son of Late Arun Kumar Saha, residing at 52, Sree Pally, Deshapriya Nagar, Post Office & Police Station Belgharia, Kolkata 700056, District — North 24-Parganas and 2) SMT SUSMITA SAHA (PAN DLVPS6343K), (Aadhaar no-6997 0047 3933) W/o Amit Kumar Saha, residing at 52, Sree Pally, Deshapriya Nagar, Post Office & Police Station — Belgharia, Kolkata 700056, District — North 24-Parganas, both by nationality Indian, by faith Hindu, by occupation Business, hereinafter referred and called to as the "DEVELOPERS" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean

and include their heirs, executors, successors, administrators, legal representatives and assigns) of the SECOND PART. The first partner is the signatory authority of the firm.

1. DEVOLUTION OF TITLE:

WHEREAS after partition of India a large number of residents of former East Pakistan crossed over and came to the territory of the state of West Bengal from time to time due to force of circumstances beyond their control.

AND WHEREASthe Government of West Bengal hereinafter referred to as the Government offered all reasonable facilities to such persons hereinafter referred to as Refugees for residence in West Bengal.

AND WHEREAS a considerable number of such people were compelled by circumstance to use vacant lands in the urban areas for homestead purpose.

AND WHEREAS one Sri Jyoti Prasad Chakraborty (now deceased), being a refugee displaced from East pakistan now Bangladesh approached the Government of West Bengal for a plot of land for his rehabilitation.

AND WHEREAS the Government of West Bengal with the intent to rehabilitate the Refugees of East Pakistan now Bangladesh acquired a vast track of land at MouzaBasudebpur in C.S Dag No 141(Part) of the District 24 Parganas, now under the Dist North 24 Parganas in the urban area under the provision of L.D.P Act 1948/ L.A Act I of 1894 including the plot in occupation of the said Jyoti Prasad Chakraborty (now Deceased).

AND WHEREAS his Excellency, the Governor of the state of West Bengal by a registered Deed of gift executed on 03/08/1988 and registered in the office of the A.D.R Barasat, District North 24 Parganas, and recorded in Book No 1, Volume No 36, Pages 181 to 184 being No 2746 for the year 1988, gifted absolutely and forever the above mentioned plot of land measuring an area of 02 Cottahs 02 Chittaks and 30 sq.ft, be the same a little more or less comprised in E.P No 558A, S.P No 693/1, C.S Plot No 141(P), lying and situated at Mouza Basudebpur, J.L No 02, P.S Belghoria, Kolkata 700056, District 24 Parganas North in favour of Sri Jyoti Prasad Chakraborty (now deceased) Son of Late Provash Chakraborty.

AND WHEREAS thus by virtue of aforesaid Deed of Gift the said Sri Jyoti Prasad Chakraborty (now deceased) become the absolute owner of the said land measuring about 2(Two) Cottahs 2(two) Chittaks and 30 (Thirty) Sq.ft more or less and thereafter duly mutated his name in the record of the Kamarhati Municipality by paying taxes and rents to the concerned authority and constructed a structure upon the said land for residential purpose and was enjoying the same without any disturbances from any corner whatsoever.

AND WHEREAS while in possession of the aforesaid property, the Said Sri Jyoti Prasad Chakraborty (now deceased) during his life time out of Natural love and affection by virtue of Registered Deed of Gift dated 15/11/2017 gifted the total land measuring about 2(Two) Cottahs 02 (Two) Chittaks and 30 (Thirty) Sq.ft more or less classified as Bastu

together with 1573 sq.Ft pucca structure (820 sq ft area on ground floor and 753 sq ft area on first floor), lying and situated in Mouza Basudebpur, J.L No 02, E.P No 558A, S.P 693/1 comprised in C.S & R.S Dag No 141(P) under Ward No 25 of Kamarhati Municipality, premises No 49, Adarsha Pally, D.P Nagar, P.O & P.S Belghoria, Kolkata 700056, District North 24 Parganas North to his son namely Joy Chakraborty which was registered in the office of A.D.S.R Belghoria, North 24 Parganas and recorded in Book No 1, Volume No 1526-2017, Pages 105457 to 105475 being Deed No 152603738 for the year 2017.

AND WHEREAS thus by virtue of aforesaid Deed of Gift, said Joy Chakraborty become the absolute owner of the said property measuring an area 2(Two) Cottahs and 2 (two) Chittaks and 30 Sq.Ft more or less and duly mutated his name in the records of Kamarhati Municipality being Municipal Holding No 25 ward no 25 and was paying taxes and rents to the concerned authorities an Govt Sherastha.

AND WHEREAS the said Joy Chakraborty died intestate on 06/06/2023 leaving behind his wife namely Pinky Chakraborty and his only son Pranoy Chakraborty to hold and inherit the property of Joy Chakraborty.

AND WHEREAS the said Pranoy Chakraborty out of his of Natural Love and affection gifted his share/portion of land i.e., All THAT piece and parcel of the land measuring about 1(One) Cottah 1(One) Chittaks and 15(Fifteen) Sq.Ft more or less together with two storied building measuring area 410 sq. ft. on the Ground Floor (including Garage

measuring 40 Sq.ft.) and measuring area 376.5 sq. ft. on the First Floor, lying at Mouza – Basudebpur, J.L. No. 2, E.P No 558A, S.P No 693/1 Comprised in R. S. Dag No. 141/2707, under R. S. Khatian No. 1140 being municipal Holding No. 25, Ward No 25, 49 Adarsha Pally, D.P Nagar, municipal Holding No. 25, Ward No 25, 49 Adarsha Pally, under P.S. P.O. Belgharia, within the ambit of Kamarhati Municipality, under P.S. Belgharia, District – North 24 Parganas, Pin – 700056, to his Mother namely Smt Pinky Chakraborty by virtue of Registered Deed of Gift dated 23/06/2023 which was registered in the office of A.D.S.R Office Belghoria and recorded in Book No I, Volume No 1526-2023, pages 77643 to 77660, being Deed No 152602857 for the year 2023.

AND WHEREAS by virtue of the law of inheritance and Gift Deed, the present land owner i.e., Smt Pinky Chakraborty become the sole and absolute owner of the plot of land measuring about 2 (Two) Cottahs, 2(Two) Chittaks and 30(Thirty) Sq.ft more or less together with two storied building measuring area 820 sq. ft. on the Ground Floor (including Garage measuring 80 Sq.ft.) and measuring area 753 sq. ft. on the First Floor Total constructed area 1573 sq.ft, which is lying and situated at Mouza Basudebpur, J.L No 02, C.S & R.S Dag No 141 (Part) and E.P No 558A, S.P No 693/1 under Ward No 25, Holding No 25 of Kamarhati Municipality, Premises No 49 Adarsha Pally, D.P Nagar, P.O & P.S Belgharia, Kolkata 700056, District 24 Parganas North, morefully described in SCHEDULE "A" herein below which is free from all encumbrances.

2.2 DEVELOPER/PROMOTER:

Shall mean MAA JAGADHATRI CONSTRUCTION, a partnership firm, having its registered office at- Holding premises No 765, 118, Sree Pally, D.P Nagar, P.O & PS Belgharia, Kolkata 700056, Dist 24 Pgs(N) represented by its partners 1) SRI AMIT KUMAR SAHA (PAN APMPS3745M), son of Arun Kumar Saha, residing at 52, Sree Pally, Deshapriya Nagar, P.O & P.S Belgharia, Kolkata 700056, Dist 24 pgs(N) and 2) SUSMITA SAHA (PAN DLVPS6343K), W/o Amit Kumar Saha, residing at 52 Sree Pally, Deshapriya Nagar, P.O & P.S Belgharia, Kolkata 700056, both by nationality Indian, by faith Hindu, by occupation Business, and include their respective heirs, executors, administrators, legal representatives, assigns.

2.3 PROPERTY:

Shall mean ALL THAT piece and parcel of land measuring about 2 (Two) Cottahs, 2(Two) Chittaks and 30(Thirty) Sq.ft more or less together with two storied building measuring area 820 sq. ft. on the Ground Floor (including Garage measuring 80 Sq.ft.) and measuring area 753 sq. ft. on the First Floor Total constructed area 1573 sq.ft, which is lying and situated at Mouza Basudebpur, J.L No 02, C.S & R.S Dag No 141 (Part) and E.P No 558A, S.P No 693/1, under Ward No 25, Holding No 25 of Kamarhati Municipality, Premises No 49 Adarsha Pally, D.P Nagar, P.O & P.S Belghoria, Kolkata 700056, District 24 Parganas North, morefully described in SCHEDULE "A" hereunder written.

2.4 BUILDING:

shall mean proposed MULTISTORIED BUILDING consisting of several Flats, shops and/or parking spaces to be constructed by the developer over the land as per the sanctioned plan issued / approved by the competent authority on the plot of land morefully described in the Schedule "A" hereunder written.

2.5 THE ARCHITECT:

shall mean any qualified person/persons or firm/firms appointed or nominated by the developer as architect for designing and planning of the proposed multi storied building over the said land at the said property.

2.6 BUILDING PLAN:

shall mean such plan prepared by the Architect for construction of the building or modified plan and sanctioned by the Kamarhati Municipality and/or any other such competent authority as the case may be and amended thereof.

2.7 FLAT:

Shall mean a separate unit to be constructed as per the sanctioned building plan capable of being exclusively occupied and completed with all fixtures and fittings.

2.8 COMMON AREAS AND FACILITIES:

Shall mean and include all common area, main entrance, roof, passage, boundary walls, staircases, landing, lobbies, corridors, underground water reservoir, overhead water tank, electric meter room, water pump and motor and other facilities which may be used, enjoy, maintain and manage in common by all flat owners/ occupier of the said proposed multi storied building.

2.9 COMMON EXPENSES:

Shall mean all expenses to be incurred by the proposed respective flat /unit owner for maintenance and management of the said multi storied building.

2.10 SALEABLE SPACE:

shall mean the constructed space in the building available for independent use and occupation after making due provision for common areas, facilities and space required thereof, after deducting the **Owner's** allocation.

2.11 BUILT-UP AREA:

Shall mean the plinth area of that flat including the area of bathrooms, baconies, and terraces, in any apartment thereto and also the thickness of the walls (external or internal), the columns and pillars therein.

2.12 FORCE MAJEURE:

Shall include pandemic like natural calamities, Act of God, Flood, earthquake, riot, war, storm, tempest, fire, civil commotion, air raid, strikes, lockout, transport strike and /or any circumstances beyond or reasonable estimation of the **Developer**.

2.13 OWNER'S ALLOCATION:

shall mean share of the land owner in sanctioned area i.e. ALL THAT land owner will get one self-contain residential flat on Third Floor measuring about 800 sq.ft built up area on North East side and one open Garage measuring about 120 sq.ft .

Along with the same the land owner are entitled to get a sum of Rs 38,00,000/- as non refundable amount in following manner:-

Rs 50,000/- at the time of Execution of this agreement.

Rs 1,50,000/- within 7 days from the date of execution of this agreement.

Rs 10,00,000/- at the time of First floor roof casting

Rs 5,00,000/- at the time of Third Floor roof casting & Brick Work completion

Rs 10,00,000/- at the time of top floor roof casting

Rest Rs.11,00,000/- at the time of possession .

2.14 DEVELOPER/PROMOTER'S ALLOCATION:

shall mean remaining area of the proposed **Mutli Storied Building** excluding **Owner's allocation**, including the proportionate share of common facilities, common parts and common amenities of the building.

2.15 APPLICABLE LAW:

shall mean all applicable laws, by laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Government authority or person acting under the authority of any Governmental authority and/or of any statutory authority in India, whether in effect on the date of this agreement or thereafter and shall include change in laws.

ARTICLE- 3: TITLE AND INDEMNITIES:

- 3.1 The **Owner** is now seized and possessed of and/or otherwise well and sufficiently entitled to the said premises and had a marketable title in respect of the said premises.
- 3.2 There is no existing agreement regarding the development or sale of the said premises and that all other agreement if any made prior to this agreement, be treated as cancelled and the **Owner** agrees to indemnify and keep indemnified the **Developer** against any or all claims made by any third party in respect of the said premises and the **Developer** has no liability in this respect.

- 3.3 The **Owner** hereby unequivocally and unambiguously declares that the said plot of land is free from all encumbrances, charges, liens, lispendens, attachments, trust, acquiescence, requisitions whatsoever and howsoever.
 - 3.4 The Owner hereby also declares that there is no excess vacant land in the said property within the meaning of Urban Land (ceiling and Regulation) Act 1976.
 - 3.5 That the Owner undertakes to hand over the peaceful and vacant possession of the property for the purpose of raising the new construction at the said property to the Developer without any interruption/interference. That the Owner undertakes to make good all losses suffered by the Developer as a result to any breach of this undertaking.
 - 3.6 That the **Developer/promoter** shall at his own cost construct and complete the new multi storied building at the said premises in accordance with the sanctioned plan of the competent authority and as may be recommended by the Architect of the **Developer/promoter**.
 - **3.7** The **Developer** shall act as an independent contractor in constructing the said building and undertakes to keep the **Owner** indemnified from and against all third party claims or compensation and actions arising out of any act or omission of the **Developer** or any accident in relation to the construction of the said building.

- THE WITH COVENANT HEREBY DOTH **OWNER** THE 4. DEVELOPER/PROMOTER AS FOLLOWS:
- i) The Developer shall constructed, erect and complete the proposed multi storied building over the said land in accordance with the sanctioned building plan approved by the competent authority at his own cost and type of construction, specification of materials to be used and the detailed design of the proposed building to be as per the choice of the Developer.
 - ii) The Owner hereby grants exclusive right to the Developer/ promoter to arrange for preparation of building plan and to have sanctioned or resanctioned of the same at their own cost and to undertake to make construction in accordance with the plan to be sanctioned by the Kamarhati Municipality.
 - iii) That the Developer/Promoter shall install in the said building at his own cost for common purposes i.e., standard motor and pump set, underground water reservoir, overhead water tank, electric meter room, electric wiring, and installation and other facilities as are required to be provided in the new multi storied building.
 - That the Owner shall grant to the Developer/Promoter a Development Power of Attorney as may be required for the purpose of obtaining the sanctioned /re-sanctioned plan and all necessary permission and obtain completion certificate and sanction from different authorities in connection with the construction of the building and also

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for pursuing and following of the matters with the Kamarhati Municipality and other competent authorities.

- v) That the Developer/Promoter shall at his own cost construct and complete the new Multi Storied building at the said premises in accordance with the sanctioned plan and as may be recommended by the Architect of the Developer/Promoter. The Owner shall not be responsible or liable for any deviation from sanctioned plan in the construction of new building by the Developer/promoter.
 - vi) That the Developer/Promoter shall exclusively entitled to the entire building to be constructed with right to transfer or otherwise deal with or dispose of the same without any right or claim of others or interest therein whatsoever of the other and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer/promoter's allocation.
 - vii) The Owner shall be entitled to transfer or dispose of the Owner's allocation in the said building without in any way disturbing the Developer with the exclusive right to enter into any agreement for sale and transfer the same without any right, claim, demand whatsoever or howsoever of the Developer or any person /persons lawfully claiming through him.
 - viii) The Developer/Promoter shall be authorized to negotiate with the intending purchaser or purchasers for sale of the Developer/Promoter's Allocation and to enter into any agreement/s with the intending

purchaser/s and to receive earnest money against valid receipts put the same shall not create any financial liability upon the **Owner** in any manner whatsoever.

- ix) The Developer/Promoter herein shall be entitled to transfer or allot or otherwise dispose of the Developer's allocation the flats/spaces/units of the building in favour of the intending purchaser/s except the Owner's allocation. The constituted Attorney of the Owner shall execute and register deed of conveyance or conveyances in favour of the intending purchaser/s otherwise those execution /transfer will be illegal and liable to be cancelled.
 - x) The **Developer /promoter** shall exclusively be entitled to receive, realize and appropriate the proceeds for the construction costs with regards to the **Developer's allocation** from intending purchaser/s.
 - xi) The top roof of the said building shall be divided and allocated between the Owner and the Developer/intending purchaser in proportionate to their respective share.
 - **xii)** That as from the date of sanction of the construction plan by the Kamarhati Municipality the Municipal rates and taxes as also other outstanding and outgoing in respect of the said premises shall be payable by the **Developer/Promoter**.
 - xiii) That all application, plans, completion certificate other papers and documents as may be prepared by the Developer/promoter for the

purpose of obtaining necessary sanction from the appropriate authority shall be prepared and submitted by the **Developer/Promoter's** own cost and expenses and the Owners shall sign all the necessary papers for the same at the request of the **Developer/Promoter** as and when required.

xiv) That as from the date of sanction of the construction plan by the Kamarhati Municipality the municipal rates and taxes as also other outstanding and outgoings in respect of the said premises shall be payable by the **Developer/Promoter**.

xv) That as soon as the building is completed and after getting completion certificate from the competent authority, the Developer shall give written notice to the Owner to take possession of the Owner's allocation in the said building and from the date of service of such notice and thereafter, the Owner shall be exclusively responsible for payment of all municipal rates and taxes in respect of the owner's allocation and similarly on and from the said date the Developer or his nominee will be exclusively responsible for payment of all rates and taxes in respect of Developer's Allocation.

xvi) That from the date of service of the notice of delivery of possession, the **Owner** will be responsible to pay and bear and will forthwith pay the proportionate share in respect of the service charge for the common facilities in the said building for their respective allocation i.e., sanitation, repair, maintenance charges and other electrical and mechanical installation.

xvii) That the Developer/Promoter shall at his own cost and expenses construct and complete the said multi storied building in accordance with the sanctioned plan and any amendment thereto or modification thereof made or cause to be made by the Developer/Promoter. The Developer/Promoter is entitled to obtain loan from any financial institution or Bank by creating mortgage the same.

xviii) That with the execution of this agreement, the **Owner** shall deliver to the **Developer** all original documents regarding the proof of title with all reasonable requisition relating to the premises.

xix) That after execution of this agreement, the **Owner** shall put the **Developer** in possession of the said property and the **Developer** shall thereafter be entitled to deal with the said property on the terms and conditions contained herein.

xx) The **Owner** shall not cause any interference or hindrance in the construction of the said building at the said premises by the **Developer** /**Promoter**.

xxi) The **Owner** shall not do any act, deed or thing what by the **Developer/Promoter** may be prevented from selling, assigning or disposing of any of the **Developer/Promoter's** allocated portion in the building at the said premises.

xvii) That the Developer/Promoter shall at his own cost and expenses construct and complete the said multi storied building in accordance with the sanctioned plan and any amendment thereto or modification thereof made or cause to be made by the Developer/Promoter. The Developer/Promoter is entitled to obtain loan from any financial institution or Bank by creating mortgage the same.

xviii) That with the execution of this agreement, the **Owner** shall deliver to the **Developer** all original documents regarding the proof of title with all reasonable requisition relating to the premises.

xix) That after execution of this agreement, the **Owner** shall put the **Developer** in possession of the said property and the **Developer** shall thereafter be entitled to deal with the said property on the terms and conditions contained herein.

xx) The Owner shall not cause any interference or hindrance in the construction of the said building at the said premises by the Developer /Promoter.

xxi) The **Owner** shall not do any act, deed or thing what by the **Developer/Promoter** may be prevented from selling, assigning or disposing of any of the **Developer/Promoter's** allocated portion in the building at the said premises.

xvii) That the Developer/Promoter shall at his own cost and expenses construct and complete the said multi storied building in accordance with the sanctioned plan and any amendment thereto or modification thereof made or cause to be made by the Developer/Promoter. The made or cause is entitled to obtain loan from any financial Developer/Promoter is entitled to obtain loan from any financial institution or Bank by creating mortgage the same.

xviii) That with the execution of this agreement, the **Owner** shall deliver to the **Developer** all original documents regarding the proof of title with all reasonable requisition relating to the premises.

xix) That after execution of this agreement, the **Owner** shall put the **Developer** in possession of the said property and the **Developer** shall thereafter be entitled to deal with the said property on the terms and conditions contained herein.

xx) The Owner shall not cause any interference or hindrance in the construction of the said building at the said premises by the Developer (Promoter.

xxi) The Owner shall not do any act, deed or thing what by the Developer/Promoter may be prevented from selling, assigning or disposing of any of the Developer/Promoter's allocated portion in the building at the said premises.

xxii) The Owner shall not let out, grant lease, mortgage and/or charge the said premises or any portion thereof without the consent in writing of the Developer/promoter during the period of the said construction.

xxiii) The Owner shall remain bound to execute all agreement for sale or transfer concerning the Developer/Promoter's allocation and shall remain bound to execute and register a General Power of Attorney empowering the Developer/Promoter to execute all such agreement or agreements for sale or transfer and to execute and register all such deed or deeds for sale or transfer for and on behalf of the owner's concerning the Developer/Promoter's allocation of the building of the said premises on receipt of the consideration money and/or earnest money and to grant valid receipt by the Developer/promoter and /or cancel or repudiate the same by the Developer/promoter. In that event, the Owner will have no liabilities for such performance of the Developer/Promoter herein.

xxiv) In case the project is delayed or otherwise fails due to breach of this agreement on the part of the Owner, then the Developer/promoter shall be entitled to get compensation for all expenses incurred or losses suffered by them.

5. THE DEVELOPER/PROMOTER DOTH HEREBY COVENANT WITH THE OWNER AS FOLLOWS:

a) Not to violate or contravene any of the provision or rules applicable to the construction of the said building.

- b) To complete the multi storied building within a period of 3(three) years from the date of obtaining sanctioned building plan issued by the local Municipality. If the completion is delayed on account of Act of God or natural calamities or Government notification or irresistible circumstances beyond the control of the Developer, in that event the developer shall be allowed extension for a period of 6(Six) Months depending upon the progress of the work.
 - c) That the Developer/Promoter shall at his own cost construct and complete the new multi storied building at the said premises in accordance with the sanctioned plan of the competent authority and no way shall demand or charge any expenses and expenditure from the owner.
 - d) Not to do any act, deed or thing to encumber the property whereby the owner is prevented from enjoying, selling, assigning and/or disposing of any portion in the building at the said premises.
 - e) To keep the owner indemnified against all third party claims and actions arising out any sort of the act of commission of the Developer/Promoter in relation to the construction of the said building.
 - f) To keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer/Promoter's action with regard to the Development of the said premises and in the matter of construction of the said building and/or for any defects therein.

- g) The Developer shall invite offer making publicity by way of advertisement for selling of flats /space in respect of his allocation to the intending purchaser/s.
 - h) The Developer herein shall enter into agreement for sale with any intending purchaser/s in respect of his allocation of the said building and shall receive and retain money as consideration therefrom. The constituted Attorney of the owner shall execute and register deed of conveyance or conveyances in favour of the intending purchaser/s.
 - i) In case the project is delayed or otherwise fails due to breach of this agreement on the part of the Developer, then the owner shall be entitled to get compensation for all expenses incurred or losses suffered by her.

6. THE OWNER AND THE DEVELOPER/PROMOTER ALSO DOTH HEREBY COVENANT AS FOLLOWS:

- a) That the owner and the Developer/promoter hereby declare that they have entered into this agreement purely as a contract and nothing content herein shall be deemed to constitute as partnership between them or as a joint venture in any manner nor shall the parties hereto constitute as association of persons.
 - b) The owner shall do or execute or caused to be done or executed all such further deeds, matters and things not herein specified as may be required to be done by the Developer/promoter and for which the developer/promoter meet the authority of the owner including any such

additional power of Attorney and/or authorization as may be required for the purpose provided that all such acts, deeds matters and thing shall not in any way infringe on the rights of the owner and/or go against the spirit of these presence.

- c) The owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer /promoter's allocation which shall be liability of the Developer /promoter who shall keep the owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- d) That the Developer/promoter shall frame scheme under the law of West Bengal Apartment Ownership Act 1974 for management and administration of the newly constructed multi storied building and/or common part thereof and agrees to abide by all the rules and regulations to be framed by any society or association who will be in charge of such nominee or nominees of the affairs of the building or common part thereof. Be it mentioned here that Rs 1/- per sq.ft will be charged for the maintenance of common area of the building and the maintenance will be done by the developer/promoter.
 - e) Nothing in these present shall be construed as a demised or assignment or conveyance in law of the said premises or any part thereof to the Developer/promoter by the owner or as creating any right, title or interest in respect thereof in favour of the Developer/promoter other than an exclusive license in favour of the Developer /promoter to do the acts and things expressly provided herein as also in the power of Attorney to be given for the purpose of construction of the building.

- f) As and from the date of completion of the building the Developer /promoter and/or its transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes payable in respect of their respective spaces.
 - g) The owner shall deliver or cause to be delivered to the Developer/promoter all the original title deeds and other papers relating to the said premises simultaneously with the execution of these presents.
 - h) The owner or the Developer or any of their transferees shall not use or permit use of their respective allocations in the said building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activities nor use or allow the use thereof for any purpose which may create a nuisance or hazard for other occupier of the said building.
 - i) The owner or the Developer 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 interaction therein without the previous consent of the Developer/flat owner's association.
 - j) That if any excess area or shortage of area in between the owner or the Developer's allocation, then such excess or shortfall of area shall be adjusted in terms of money payable at the rate of Rs 3000 per Sq.ft on covered area.

- **k)** That after completion of the said building the Developer shall take the completion certificate of the said building from the competent authority and shall deliver a copy of the same to the owner.
- I) The Developer shall be liable to construct the proposed building in accordance with the sanctioned building plan by using good quality of building materials.
- m) That the owner herein shall have common right on the roof of the multi storied building of the schedule premises with the other occupier including the owners of developer's allocation portion of the said building.
- developer herein shall not be liable to arrange alternative accommodation for the owner in any separate premises in the locality and the developer also shall be liable to bear the shifting charges without any default. If the developer fails to pay the said charges, then the owners shall have full liberty to terminate this agreement and the developer shall be liable for all costs and consequences.
 - o) That the Developer /promoter shall have right to amalgamate the property with the adjacent plot/ premises and same shall be done in accordance with law.

- **p)** Notwithstanding the foregoing provision, the rights to sue for specific performance of this contract by one part against the other as per the terms of this agreement shall remain unaffected and in force.
- **q)** Save and except what are hereinbefore provided rights and liabilities of the parties shall be governed by the law in force.

7. FORCE MAJURE

The owner and the Developer as the case may be shall not be considered to be in breach of any obligation herein to the extent that the performance of the relative obligation is prevented by the existence of the force majure shall be suspended for the duration of the force majure.

8: JURISDICTION

The court in the Dist North 24 Pgs and the Hon'ble Barasat Judges' court at Barasat shall have the jurisdiction to entertain, try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

THE SCHEDULE "A" PLOT ABOVE REFERRED:

ALL THAT piece and parcel of land measuring about 2 (Two) Cottahs, 2(Two) Chittaks and 30(Thirty) Sq.ft more or less together with two storied building measuring area 820 sq. ft. on the Ground Floor (including Garage measuring 80 Sq.ft.) and measuring area 753 sq.ft. on the First Floor Total constructed area 1573 sq.ft, which is lying and situated at Mouza Basudebpur, J.L No 02, C.S & R.S Dag No 141 (Part) and

E.P No 558A, S.P No 693/1 under Ward No 25, Holding No 25 of Kamarhati Municipality, Premises No 49 Adarsha Pally, D.P Nagar, P.O & P.S Belgharia, Kolkata 700056, District 24 Parganas North

ON THE NORTH: 5'6" & 6'6" wide common passage

ON THE SOUTH: 10' wide Municipal Road

ON THE EAST: House of Smt Rama Chandra & Smt Susmita Mukherjee

ON THE WEST: House of Sri Pradip Chakraborty & Sri Santanu

Chakraborty

THE SCHEDULE "B" REFERRED TO:

(owner Allocation)

land owners in sanctioned area i.e. ALL THAT land owner will get jointly get one self-contain residential flat on Third Floor measuring about 800 sq.ft built up area on North East side and one open garage on ground floor measuring about 120 sq.ft.

Along with the same the land owner are entitled to get a sum of Rs 38,00,000/- as non refundable amount in following manner:-

Rs 50,000/- at the time of Execution of this agreement.

Rs 1,50,000\- within 10 days from the execution of this agreement

Rs 10,00,000/- at the time of First floor roof casting

Rs 5,00,000/- at the time of Third Floor roof casting & Brick Work completion

Page 26 of 30

Rs 10,00,000/- at the time of top floor roof casting

Rest Rs.11,00,000/- at the time of possession .

THE SCHEDULE "C" ABOVE REFERRED TO:

(Developer's allocation)

ALL THAT piece and parcel of entire constructed area of the multi storied building to be constructed on the land mentioned in Schedule A herein above except the owner's allocation and all rights of common area, facilities and amenities together with undivided impartible proportionate share of land.

THE SCHEDULE "D" ABOVE REFERRED TO

(Specification of construction work)

- Building designs with R.C.C framed structure. 1. STRUCTURE:
- 2. STAIRCASE & LIFT staircase and lift to be provided
- 3. BRICK WORKS: All brick works shall be as 8 inch or 5 inch thick wherever necessary.
- All floor shall have tiles. 4. FLOORING:
- Marble/Tiles flooring cooking platform with a black stone sink basin and glazed tiles upto 2'-0" above cooking platform Taps etc, 5. KITCHEN: complete with exhaust fan hole.

Marble/Tiles shall be used in flooring, 6 feet height tiles will be provided at the toilet, two western type commode, two tap, two shower, 6. TOILET: one Geezer and standard fitting to be provided. 2 BHK include two bath & Privy.

7. DOORS:

All doors frames made of wood with commercial flush door.

8. WINDOW:

All window are Aluminum grill with glass fittings

Wiring will be concealed with good quality with adequate 9. ELECTRICAL: points.

10. WATER SUPPLY: Water source supply with ground water reservoir good quality PVC pipe line top water reservoir with pump and motor

inside and outside sand cement mortar and internal 11 WALL PAINTING: wall will be finished with putti and outside wall be finished with snow cement.

any extra work other than the above specification shall be charge extra as decided by the Developer authorized engineer and such 12. EXTRA WORK: amount shall have to be deposited before the executing of such work. All requisites for additions alteration work have to be given in writing before the starting of brick work . Page 28 of 30 IN WITNESSES WHEREOF both the parties have put their respective signatures over this deed on the date, month and year first above written.

WITNESSES

Pinky Chak abouty

SIGNATURE OF LAND OWNERS/VENDORS

2. SURAJIT DUTTA 30/A SHYAM BAZAR STREET KOLKATA- 700005 MAA JAGADHARTI CONSTRUCTION

Partner

SIGNATURE OF THE DEVELOPER

DRAFTED AND PREPARED BY ME

Lewshauch Dutte

KRISHNENDU DUTTA ADVOCATE BARRACKPORE COURT

F 1158/2007

KRISHNENDU DUTTA Advocate Barrackpore Court

MEMO OF CONSIDERATION

RECEIVED a sum of Rs.50,000/- (Rupees Fifty Thousand) only being the nonrefundable/deposit amount from the within named DEVELOPER /SECOND PARTY as per terms of development agreement by following manner :-

PARTY as pe	er terms of des	Bank	Amount
Cheque	Date		Rs.50,000/-
	04.08.2023	State Bank of India	

Finky Chakraborty

Signature of the Land owner

MEMO OF CONSIDERATION

RECEIVED a sum of Rs.50,000/- (Rupees Fifty Thousand) only being the nonrefundable/deposit amount from the within named DEVELOPER /SECOND PARTY as per terms of development agreement by following manner :-

PARTY as po	er terms of a	Bank	Amount
Cheque	Date		Rs.50,000/-
	04.08.2023	State Bank of India	

Finky Chakraborty

Signature of the Land owner

Page 30 of 30



COVI. UL TI WELLEN Directorate of Registration & Stamp Revenue GRIPS eChallan





	- 27.5
RN	Details

GRN:

192023240156312501

GRN Date:

BRN:

GRIPS Payment ID:

Payment Status:

04/08/2023 12:28:42

327411170

040820232015631249

Successful

Payment Mode:

Bank/Gateway:

BRN Date: Payment Init. Date:

Payment Ref. No:

Online Payment

AXIS Bank

04/08/2023 12:30:11

04/08/2023 12:28:42 2001986361/5/2023

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

Krishnendu Dutta

Address:

South station road, agarpara Kolkata, West Bengal, 700109

Mobile:

9883383583

EMail:

advocatekdutta@gmail.com

Contact No:

09883383583

Depositor Status:

Advocate 2001986361

Query No:

Mr Krishnendu Dutta

Applicant's Name:

A.D.S.R. Belghoria

Address: Office Name:

A.D.S.R. Belghoria

Identification No:

2001986361/5/2023

Remarks:

Sale, Development Agreement or Construction agreement Payment No 5

Period From (dd/mm/yyyy): 04/08/2023

Period To (dd/mm/yyyy):

04/08/2023

Payment Details

	Details	Headiot A/C	Head of A/C	mount(₹)
S1. No.	Payment Ref No	Description	0030-02-103-003-02	1
p pr 988	2001986361/5/2023	Property Registration - Stamp duty	0030-03-104-001-16	500
		Property Registration- Registration Fees	0.030-03-10.	
2	2001986361/5/2023	Property Registration	Total	501

IN WORDS:

FIVE HUNDRED ONE ON



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary





GRIPS Pay		030820232015556169	Payment Init. Date: No of GRN:	03/08/2023 21:11:21
Total Amount: Bank/Gateway: BRN: Payment Status:	Payment Mode:	SBI Epay 03/08/2023 21:11:45 Department Portal		
Depositor I Depositor's Mobile:		Mr AMIT KUMAR 9836879120		
Sl. No.	GRN		Department orate of Registration & Stamp Rev	Amount (₹) enue 41
1	192023240155	5561708 Directo	Total	41

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

Total

pages below.



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





GRN	Details
-----	---------

GRN:

GRN Date:

BRN:

Gateway Ref ID: GRIPS Payment ID:

Payment Status:

192023240155561708

03/08/2023 21:11:21

8843383849439

CHN3153622 030820232015556169

Successful

Payment Mode:

Bank/Gateway:

BRN Date: Method:

Payment Init. Date:

Payment Ref. No:

SBI Epay

SBIePay Payment

Gateway

03/08/2023 21:11:45

State Bank of India NB

03/08/2023 21:11:21

2001986361/1/2023

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

Mr AMIT KUMAR SAHA

Address:

52 SREEPALLY D P NAGAR BELGHARIA KOLKATA 700056

Mobile:

Period From (dd/mm/yyyy): 03/08/2023 03/08/2023 Period To (dd/mm/yyyy):

Payment Ref ID:

2001986361/1/2023

9836879120

Dept Ref ID/DRN:

2001986361/1/2023

Payment Details

Payment	Details	Head of A/C	Head of A/C	Amount (₹)
S1. No.	Payment Ref No	Description	0030-02-103-003-02	20
1	2001986361/1/2023	Property Registration-Statup daty	0030-03-104-001-16	
	2001986361/1/2023	D strotton - REVISHALION I	Total	41

IN WORDS:

FORTY ONE ONLY.

Major Information of the Deed

	Major Information	24/09/2023
		Date of Registration 04/08/2023
	1-1526-03624/2023	Lara doed is registered
Deed No:	1526-2001986361/2023	A.D.S.R. Belghoria, District: North 24-Parganas
Query No / Year	- 4 54.07 PM	A.D.O
Query Date	Krishpendu Dutta	District : North 24-Parganas, WEST BENGAL,
Applicant Name, Address & Other Details	Barrackpore Court, Thana: Barrack Mobile No.: 9883383583, Status: A	pore, District : North 24-Parganas, WEST BENGAL, Advocate Additional Transaction
Transaction [0110] Sale, Development Agreement or Construction		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 50,000/-
agreement		Market Value
Set Forth value	The state of the s	
Rs. 9,00,000/-	The second of th	Rs. 26,21,7747- Registration Fee Paid
Stampduty Paid(SD)		
Rs. 5,021/- (Article:48(g))	50/ (EIETY only)	Rs. 521/- (Article:E, E, B) from the applicant for issuing the assement slip.(Urb
Remarks	Received Rs. 50/- (FIFTY 511) / area)	

District: North 24-Parganas, P.S:- Belgharia, Municipality: ARIADAHA KAMARHATI, Road: Adarsa Pally (Belghoria), Mouza: Basudebpur, Jl No: 2, Pin Code: 700056

Mouz Sch No	ct: North 24-F za: Basudebp Plot Number	ichatian	 Use ROR	2 Katha 2 Chatak 30 Sq	5,00,000/-	Market Value (In Rs.) 15,59,999/-	Width of Approac Road: 10 Ft.,
-	Grand	i Total :		3.575Dec	5,00,000 /-	15,59,999	

Struct	ure Details :		Setforth	Market value	Other Details
Sch	Structure Details	Structure	Value (In Rs.)	10,61,775/-	
S1	On Land L1	1573 Sq Ft.	4,00,0	monted Floor.	Age of Structure: 0Year, Roof Type:

Gr. Floor, Area of floor: 820 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 753 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type:

Floor No: 1, Area of floor: 753 341 three Pucca, Extent of Completion: Complete	
10.61,77	75 /-
Total: 1573 sq ft 4,00,000 /- 10,61,77	

0	Name, Address, Photo, Finger p	100 Per 100 Pe	Finger Print	Signature
_	Name	Photo:	1011,117 0 - 1177 -	The state of the s
	Mrs Pinky Chakraborty Wife of Late Joy Chakraborty Executed by: Self, Date of Execution: 04/08/2023 , Admitted by: Self, Date of Admission: 04/08/2023 ,Place			Per Cutulouty
	: Office	04/08/2023	04/08/2023	District:-North 24-
	49, Adarsha Pally, City:- No Parganas, West Bengal, Ind wife, Citizen of: India, PAN Executed by: Self, Date of Admitted by: Self, Date of	No.:: Aixxxxxx7	f, Aadhaal No.	E:-Belghoria, District:-North 24- By Caste: Hindu, Occupation: House 40xxxxxxxx7431, Status :Individual

De	veloper Details:
SI No	Name, Address, Photo, Finger print and organization and Page 1

Representative Details:

)	Name, Address, Photo, Finger p	Photo	Finger Print	t, c		
	Mr Amit Kumar Saha (Presentant) Son of Late Amit Kumar Saha Date of Execution - 04/08/2023, Admitted by: Self, Date of Admission: 04/08/2023, Place of		LTI	Diction		
	Admission of Execution: Office Aug 4 2023 1:15PM LTI 04/08/2023 52 Sree Pally, City:- Not Specified, P.O:- Belghoria, P.S:-Belghoria, District:-North 24-Parganas, W. Bengal, India, PIN:- 700056, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Bengal, India, PIN:- 700056, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Bengal, India, PIN:- 700056, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: Massacratic Apxxxxxxx5m, Aadhaar No: 50xxxxxxxxx2722 Status: Representative, Representative of: Massacratic Apxxxxxxx5m, Aadhaar No: 50xxxxxxxxx2722 Status: Representative, Representative of: Massacratic Apxxxxxxxx5m, Aadhaar No: 50xxxxxxxxxx2722 Status: Representative, Representative of: Massacratic Apxxxxxxxx5m, Aadhaar No: 50xxxxxxxxxx2722 Status: Representative, Representative of: Massacratic Apxxxxxxxxx5m, Aadhaar No: 50xxxxxxxxxxx2722 Status: Representative, Representative of: Massacratic Apxxxxxxxxx5m, Aadhaar No: 50xxxxxxxxxxx2722 Status: Representative, Representative of: Massacratic Apxxxxxxxxxx5m, Aadhaar No: 50xxxxxxxxxxx2722 Status: Representative of: Massacratic Apxxxxxxxxx5m, Aadhaar No: 50xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx					

dentifier Details :	Photo	Finger Print	Signature
Mr Krishnendu Dutta Son of Late K N Dutta Barrackpore Court, City:- Not Specified, P.O:- Barrackpore, P.S:-Barrackpore, District:-North 24-Parganas, West Bengal,	4	WHITE	1000hand ste
India PIN:- 700120		04/08/2023	04/08/2023

Identifier Of Mr Amit Kumar Saha, Mrs Pinky Chakraborty

Transfer of property for L1		To. with area (Name-Area)
SI.No	From	Maa Jagadhatri Construction-3.575 Dec
1	Mrs Pinky Chakraborty	
Trans	fer of property for S1	To. with area (Name-Area)
SINO	From Mrs Pinky Chakraborty	10. With artic Construction-1573.00000000 Sq Ft

Endorsement For Deed Number : I - 152603624 / 2023

On 04-08-2023

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 : (g) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 12:02 hrs on 04-08-2023, at the Office of the A.D.S.R. Belghoria by Mr Amit Kumar Sa

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 26,21,774/-

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

Execution is admitted on 04/08/2023 by Mrs Pinky Chakraborty, Wife of Late Joy Chakraborty, 49, Adarsha Pally, P Belghoria, Thana: Belghoria, , North 24-Parganas, WEST BENGAL, India, PIN - 700056, by caste Hindu, by Profession House wife

Indetified by Mr Krishnendu Dutta, , , Son of Late K N Dutta, Barrackpore Court, P.O: Barrackpore, Thana: Barrackp , North 24-Parganas, WEST BENGAL, India, PIN - 700120, by caste Hindu, by profession Advocate

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

Execution is admitted on 04-08-2023 by Mr Amit Kumar Saha, Partner, Maa Jagadhatri Construction (Partnership Firm), 118 Sree Pally, City:- Not Specified, P.O:- Belghoria, P.S:-Belghoria, District:-North 24-Parganas, West Benga India, PIN:- 700056

Indetified by Mr Krishnendu Dutta, , , Son of Late K N Dutta, Barrackpore Court, P.O: Barrackpore, Thana: Barrackp , North 24-Parganas, WEST BENGAL, India, PIN - 700120, by caste Hindu, by profession Advocate

Certified that required Registration Fees payable for this document is Rs 521.00/- (B = Rs 500.00/- ,E = Rs 21.00/and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 521/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of W Online on 03/08/2023 9:11PM with Govt. Ref. No: 192023240155561708 on 03-08-2023, Amount Rs: 21/-, Bank: EPay (SBIePay), Ref. No. 8843383849439 on 03-08-2023, Head of Account 0030-03-104-001-16

Online on 04/08/2023 12:30PM with Govt. Ref. No: 192023240156312501 on 04-08-2023, Amount Rs: 500/-, Bank AXIS Bank (UTIB0000005), Ref. No. 327411170 on 04-08-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 21/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10.00/-

2. Stamp: Type: Impressed, Serial no 03, Amount: Rs.5,000.00/-, Date of Purchase: 01/08/2023, Vendor name: S

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of W Online on 03/08/2023 9:11PM with Govt. Ref. No: 192023240155561708 on 03-08-2023, Amount Rs: 20/-, Bank: EPay (SBIePay), Ref. No. 8843383849439 on 03-08-2023, Head of Account 0030-02-103-003-02

Online on 04/08/2023 12:30PM with Govt. Ref. No: 192023240156312501 on 04-08-2023, Amount Rs: 1/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 327411170 on 04-08-2023, Head of Account 0030-02-103-003-02



Sougata Das ADDITIONAL DISTRICT SUB-REGISTRA OFFICE OF THE A.D.S.R. Belghoria North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1526-2023, Page from 99705 to 99745

being No 152603624 for the year 2023.



- Flins

Digitally signed by SOUGATA DAS Date: 2023.08.07 15:36:09 +05:30 Reason: Digital Signing of Deed.

(Sougata Das) 2023/08/07 03:36:09 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. Belghoria West Bengal.

(This document is digitally signed.)