

30/08/2022

1 - 3733/22

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE  
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AF 219604

Certified that this document is  
admitted to Registration. The  
signature, stamp and the  
document are part of this document.

Additional Dist. Sub Registrar  
Sealdah

28/8

### DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made on  
this the 2<sup>nd</sup> Day of August 2022 (Two thousand and twenty-  
two)

BETWEEN

contd.. (2)

Ducon Construction & Consultancy

Dipak Majumdar  
Partner

Uttam Majumdar  
Dipak Majumdar

ক্রমিক নং 3341 তারিখ 28/7/22

মুদ্রা : 1m

ক্রেতা : Uttam Majumder & others

ঠিকানা : 33, Radha Madhab Dey Garden Road, Kol-14

ভেঙার : Rossito Pan

লাইসেন্স প্রাপ্ত সীলন ভেঙার

কাশিপুর মহানগর এলাকা ওয়া. আর. অফিস

বি

ভেঙারের নাম - রঞ্জিতা পাল

স্ট্যাম্পের নাম :- ব্যারাকপুর

সি.ডি. নং :-

স্ট্যাম্প খরিশের তারিখ 22 JUL 2022

এ টি.ভি. নং মোটর কভ টাকার

স্ট্যাম্প খরিশ করা হয়েছে 250000

21 JUL 2022



Identified by me

Ruby Bhattacharya

Advocate

D/o. Late Ramendra Nath Bhattacharya

Civil Court Sealdah

P.O. - Entally, Kolkata-700014





- (1) SRI. UTTAM MAJUMDAR, (Aadhaar No. - 7043 5371 6853, PAN - AEUPM9320D, Mobile No. 9007041124 )  
 (2) SRI. DIPAK MAJUMDAR (PAN - ADWPM9553B, Aadhaar No. - 3051 1040 9610, Mobile - 7278372223)

both are sons of Late Rabindra Chandra Majumdar, both are by faith - Hindu, by Nationality - Indian, by Occupation no (1) is service and No (2) is Business, both are residing at present 33, Radha Madhab Dutta Garden Lane, Post Office & Police Station - Beliaghata, Kolkata - 700 010, (no 1 is formerly at 30/1 Radha Madhab Dutta Garden Lane, Kolkata 700010) hereinafter jointly referred to as "OWNERS" /FIRST PARTIES (which terms or expression unless repugnant to the context shall mean and include their legal heirs, executors, administrators and assigns) of the ONE PART.

AND

DUCON CONSTRUCTION (PAN - AAMFD0573H), a partnership firm, having its registered office at premises no 30/1, Radha Madhab Dutta Garden Lane, P.O. & P.S. - Beliaghata, Kolkata - 700 010 represented by its Partners, (1) MR. DIPAK MAJUMDAR (PAN - ADWPM9553B, Aadhaar No - 3051 1040 9610, Mobile no - 7278372223) son of Late Rabindra Chandra Majumdar (2) MRS. DOLA MAJUMDAR (PAN- CYQPM8132D, Aadhaar No216850345748, Mobile- 8013091355) wife of Sri Dipak Majumdar, both are by faith - Hindu, by Nationality - Indian, by Occupation - both are business, both are residing at 33, Radha Madhab Dutta Garden Lane, Post Office & Police Station - Beliaghata, Kolkata - 700 010 herein after referred to as the DEVELOPER/ SECOND PARTY (which terms or expression unless repugnant to the context shall mean and include its successors in office, executors, administrators, legal representatives and assigns) of the OTHER PART.

No (2) MRS. DOLA MAJUMDAR is represented by it's constituted attorney and his husband MR. DIPAK MAJUMDAR, (partner no 1 herein) (PAN - ADWPM9553B, Aadhaar No - 3051 1040 9610, Mobile no - 7278372223) son of Late Rabindra Chandra Majumdar residing at 33, Radha Madhab Dutta Garden Lane, Post Office & Police Station - Beliaghata, Kolkata - 700 010 by a registered Power of Attorney executed by herself on 17<sup>th</sup> June, 2022 which was recorded before the registrar Kota-II, Rajasthan and recorded therein under

Contd.....3

Ducan Construction & Consultancy  
 Dipak Majumdar  
 Partner

book no- 4, volume no- 264, pages 45 being no- 202203127400076 and in addition to Book No-4, volume no- 1041, pages 594 to 605 being no- 20201127006968 for the year 2022.

WHEREAS all that part and parcel of bastu land of plot no 23 measuring about 3(three) kathas 2 (two) chittacks and 16(sixteen) square feet be the same a little more or less [formerly recorded as 3(three) kathas 7 (seven) chittacks and 24(twenty-four) square feet more or less] alongwith 100 (One hundred) square feet of 10 years old structures made of tiles shed, cemented floor and bricks build walls thereon alongwith all easements rights and common rights over the common passages together all easement rights over the premises situated at District – South 24 Parganas, Post Office –Madurdaha, Police Station – formerly Tollygunge then Tiljala, Kasba at present P.S.- Anandapur, under the Mouza – Madurdaha, J.L. No – 12, R.S. – 212, Khatian No – 187, C.S. Dag No- 446, R.S. Dag No – 455 or Plot No – 455, Touzi No- 2998, being Premises No. – 1035 Madurdaha, Pin – 700107 under the Kolkata Municipal Corporation, Word No – 108, Borough – 12, being Assessee No – 31-108-05-1115-6 hereinafter referred to as “said property” and has been fully described in the schedule below is the subject matter of present Development Agreement.

ANDWHEREAS one Gui Ram Pramanick and Ekadashi Pramanick (wife of Kalicharan Pramanick ) being the recorded owners of the Regional survey Records in respect of 6(six) Bighas of land situated at Touzi no - 2998, J.L. No 12, Mouza Madurdaha, R.S. No- 212, Khatian No – 187, R.S. Dag No. – 455 (R.S. Plot No-455) ,within the Calcutta Collector office sold out the said land to one Sri Kumar singh Chajor (since deceased).

The aforesaid Deed was registered before the Alipore Sub registry office and recorded therein being the Deed No – 4718 in the year 1962.

ANDWHEREAS during the enjoyment of the aforesaid 6(six) Bighas of land stated above said Kumar Sing Chajor died intestate without leaving any issues and wife, as such according to Hindu succession Act, 1956 his brother Sri Paban singh Chajor became the absolute owner of the Estate of Kumar Singh Chajor



interalia aforesaid 6(six) bighas land left by said Kumar Singh Chajor (since deceased).

ANDWHEREAS being the absolute owner of the aforesaid Estate of Kumar Singh Chajor, said Paban Singh Chajor gifted out his all right title, interest to his two nephews (son of his brother) namely Sri Mihir Kumar Chajor and Sri Utpal Kumar Chajor by a Registered Deed of Gift.

The aforesaid Deed of Gift was registered before the Sub-registry office Lalbug at Mushirdabad and recorded therein being Deed No. - 1576 for the year 1969.

ANDWHEREAS during the period of enjoyment said Mihir Kumar Chajor and Utpal Kumar Chajor partitioned their entire property by a Deed of Partition and by virtue of said partition said Mihir Kumar Chajor being the absolute owner of the aforesaid 6(six) bighas of land within the District - South 24 Parganas, Police Station formerly Tollygunge, then Tihala/ Kasina, within the Calcutta Municipal Corporation now Kolkata Municipal Corporation, Mouza - Madurdaha.

The aforesaid Deed of Partition was registrar before the Sub-Registry office, Azimganj being Deed No- 890 for the year 1981.

ANDWHEREAS after partition being the absolute owner of the aforesaid 6 (six) Bighas of land said Mihir Kumar Chajor, divided the said land into different plots and out of the said plots one plot of land being Plot No - 23 measuring about 3(three) Kottahs 7(seven) chittacks 24(twenty four) square feets of Land (actual measurement is now 3 Kathas 2 (two) chittacks and 16(sixteen) square feets more or less) alongwith all easement rights over the 20 (twenty) feet of wide common passage alongwith all easement rights over the aforesaid lands sold out on 20-04-1982 by the Mihir Kumar Chajor through his Constituted Attorney Sri Uttam Kumar Chajor to one Sri Ajay Kumar Gangopadhyay which land is herein fully described in the schedule below.

The aforesaid Deed of Sale was registered before the Sub-Register, Alipore, District - South 24 Parganas and recorded therein Book No. - I, Volume No - 111, pages - 97 to 105 being Deed no - 4842 for the year 1982.

ANDWHEREAS after purchasing the aforesaid Schedule mentioned land being Plot No 23 by said Ajoy Kumar Gangopadhyay was well seized, possessed off and otherwise sufficiently entitled to the same and enjoying the same free from all encumbrances.

ANDWHEREAS during the enjoyment of said plot of land being Plot No - 23, measuring about 3(three) cothas 7 (seven) Chittacks and 24 (twenty-four) square feet [actual recorded measurement is now 3(three) kathas 2 (two) chittacks and 16(sixteen) square feet more or less] of land said Ajoy Kumar Gangopadhyay on 03/02/2000 sold his aforesaid plot of land through his Constituted Attorney Gopalendra Ghosh to Smt. Banani Roy for a valuable consideration mentioned in the said Bengali Deed of sale.

The aforesaid Deed of sale (written in Bengali language) was registered before the District - Sub-Registrar - III Alipore, District -South 24 Parganas and recorded therein Book No - I, volume -23, pages 453 to 466 being Deed No - 792 for the year 2000.

ANDWHEREAS be it stated here two subsequent Deeds for Rectification of aforesaid Deed of Sale being no - 792 for the year 2000 was registered on 6<sup>th</sup> March, 2000(Deed of Declaration) and 10<sup>th</sup> December, 2001(Deed of Rectification) respectively.

The aforesaid two Deeds registered before the District Sub-Registrar - III Alipore , District - South 24 Parganas and recorded therein Book No-I , Volume No-30, Pages 161 to 166 being No. 1043 for the year 2000 and Book No -I, Volume No 144, Pages - 243 to 248 being No 6067 for the year 2001 respectively.

ANDWHEREAS after purchased the aforesaid plot of land being Plot No - 23 and measuring about 3 (three) Kothas 7 (seven) Chittacks and 24 (twenty-four) square feet [actual measurement at present 3(three) Kothas 2(two) Chittacks and 16(sixteen) square feet more or less], which has been fully described in the schedule below said Banani Roy mutated her name before the Kolkata Municipal Corporation being Assessee No - 311080511156 and also before the West Bengal Block Land and Land Reforms office at Kolkata, South 24 Parganas .



ANDWHEREAS said Banani Roy being the sole and absolute owner of the said plot of land being no - 23 in the manner stated above seized and possessed the same and have been enjoying the said plot of land freely and smoothly without any obstruction from any corner and paying the taxes regularly constructed a structure made of bricks walls, and tiles shed and cemented floor, measuring about 100 (one hundred) square feet be the same a little more or less over the land currently measuring about 3(three) kochas 2(two) chittacks 16(sixteen) sq. ft of land, which is herein after referred as "said property" and fully described in the "Schedule- A" given below.

ANDWHEREAS during the enjoyment of the schedule mentioned "said property" said Banani Roy applied for sanctioned of a Residential building plan before the Kolkata Municipal Corporation which was duly sanctioned as Building permit No -2018120231 date 22-11-2018 and valid upto 22<sup>nd</sup> November, 2023 but till date construction work of the building has not yet started.

ANDWHEREAS the said Banani Roy during enjoyment of said property for want of money and other cogent reasons sold out the "said property" on 12/02/2022 to the Owners / First Party herein by a registered Deed of Conveyance.

The aforesaid Deed of Conveyance was registered before the Registrar of Assurances (IV), Kolkata and recorded therein at Book No-1, CD Volume No- 1904-2022, from pages 274793 to 274826 being Deed No190402641 for the year2022.

ANDWHEREAS the Owners / First Party herein desire to erect multi storied building on the demised land by way of KMC building plan, demolishing the existing structures thereon but being unable to implement their said desire due to their insufficient technical knowledge and financial crisis, sought for the help of Developer.

ANDWHEREAS the Developer /Second party herein in response to the announcement of seeking help by the Owners herein agreed to develop the "said property" situated at said plot of land being no - 23 under the District - South 24 Parganas, Post Office -Madurdaha, Police Station - formerly Tollygunge then

Tiljala, Kasba, at present Anandapur, under the Mouza – Madurdaha, J.L. No – 12, R.S. – 212, Khatian No – 187, C.S. Dag No- 448, R.S. Dag No – 455 or Plot No – 455, Touzi No- 2998, being Premises No. – 1035, Madurdaha, Pin – 700107 under the Kolkata Municipal Corporation, Ward No – 103, Borough – 12 being Assessee No – 31-108-05-1115-6 hereinafter referred to as the “said property” and has been fully described in the “Schedule –A” below at the Developer’s own cost on terms as appearing herein below, according to the building plan sanctioned (Building permit No -2018120231 date 22 11 2018 and valid upto 22<sup>nd</sup> November, 2023) by the Kolkata Municipal Corporation and as per the terms and conditions and rules and regulations formed there under as amended upto date.

NOW THIS AGREEMENT WITNESSETH as follows:-

#### ARTICLE- I DEFINATION

- (1) OWNERS shall mean the said (1) SRI. UTTAM MAJUMDAR, (2) SRI. DIPAK MAJUMDAR both are sons of Late Rabindra Chandra Majumdar and their heirs, executors’ administrators, legal representatives and assigns.
- (2) DEVELOPER shall mean DUCON CONSTRUCTION (PAN – AAMFD0573H), a partnership firm, having its office at premises no 30/1, Radha Madhab Dutta Garden Lane, Kolkata – 700 010 P.O. & P.S. – Beliaghata, represented by it’s Partners, (1) MR. DIPAK MAJUMDAR, son of Late Rabindra Chandra Majumdar (2) MRS. DOLA MAJUMDAR wife of Sri Dipak Majumdar both are by faith – Hindu, by Nationality – Indian, by Occupation – born are business, both are residing at 33, Radha Madhab Dutta Garden Lane, Post Office & Police Station – Beliaghata, Kolkata – 700 010, herein after referred to as the DEVELOPER and its successors in interest, executors, administrators, legal representatives and assigns.
- (3) PREMISES shall means the “said property” situated at said plot of land being no – 23 under the District – South 24 Parganas, Post Office –Madurdaha, Police



Station - formerly Tollygunge then Tiljala, Kasba, at present Anandapur, under the Mouza - Madurdaha, J.L. No - 12, R.S. - 212, Khatian No - 187, C.S. Dag No- 448, R.S. Dag No - 455 or Plot No - 455, Touzi No- 2998, being Premises No - 1035, Madurdaha, Pin - 700107 under the Kolkata Municipal Corporation, Word No - 108, Borough - 12 being Assessee No - 31-108-05-1115-6, which has been fully described in the "Schedule -A" hereunder written.

- (4) COMMON FACILITIES AND AMENITIES shall mean top roof, corridors, staircase, passages, ways, pump room, overhead tank, underground tank and common meter room and other facilities which may be mutually agreed upon between the parties and required for the established location enjoyment maintenance and/or management of the building.
- (5) OWNERS' ALLOCATION shall mean 50% of total FAR of the newly constructed (G+3) storied building out of which said Mr. Uttam Majumdar (owner no -1 herein) will be exclusively entitled one 2BHK front side (i.e. road side) self-contained flat consisting 50% of entire 2<sup>nd</sup> floor, along with one car parking space measuring about 135 sq. ft. on the south-west side of ground floor AND Mr. Dipak Majumdar (owner no -2 herein) will be exclusively entitled one 2BHK front side (i.e. road side) self-contained flat consisting 50% of the entire 3<sup>rd</sup> floor, along with one car parking space measuring about 135 sq. ft. at ground floor. Save and except both the owners (i.e. owner no 1 & 2) jointly entitled, occupy and holding equal share (25%) of a self-contained flat situated in the back side of 3<sup>rd</sup> floor & consisting 50% of the entire 3<sup>rd</sup> floor. Owners' shall also entitled common rights & benefits over the common properties & proportionate share of land. Each of the Owner will also get Rs. 3,00,000/= (Rupees Three Lakhs) non-refundable cash from the Developer herein as owners of the "said property" mentioned in the Schedule -A given hereunder.
- (6) DEVELOPER'S ALLOCATION shall mean 50% of total FAR of the newly constructed (G+3) storied building i.e. entire 1<sup>st</sup> floor, 50% of FAR in the back side of 2<sup>nd</sup> floor and rest portion of owners' allocation in the ground floor i.e. rest of the part other than owners allocation in the "said property" will be

treated as Developer's Allocation. Developer's shall also entitled common rights & benefits over the common properties & proportionate share of land. Be it stated here that said Sri. Dipak Majumdar as one of the partner and being a co-owner of the 50% share-holder of the said property will be merged his own Owners' Allocation with the Developer's Allocation and entitled to sold his portion including it with the Developer's Allocation as per his choice .

After completion of the newly constructed building the developer shall execute necessary papers and hand-over the possession to the Owner Sri. Uttam Majumdar as soon as possible. The developer shall be permitted to receive money from the intending purchaser/s by way of earnest money and part of the consideration money and full consideration money in respect of Developer's Allocation.

Be it stated here that the ultimate roof shall be common within all the occupiers of the said premises.

- (7) ARCHITECT shall mean and include the Architects appointed by the Developer
- (8) BUILDING PLAN shall mean the plan sanction by the KMC vide Building permit No- 2018120231 dated 22-11-2018 and valid upto 22-11-2023 for construction of building in the "said property" in terms of KMC Act & Rules and Regulations formed there under as amended upto date.

### ARTICLE – III OWNERS' RIGHT

- 1) The owners are absolutely seized and possessed of and /or otherwise well and sufficiently entitled to the said property.
- 2) No other then the owners have any right, title interest claim and /or demand over and in respect of the said property and /or any portion thereof.
- 3) The said property is free from all encumbrances, charges, liens, impedance, attachment, trust acquisition, requisition whatsoever or howsoever.



- 4) There is no excess vacant land at the said property within the mean of the Urban Land (Ceiling & Regulation) Act, 1976.

#### ARTICLE – IV DEVELOPER'S RIGHT

- 1) The owners hereby grant, subject to what has been hereinafter provided and exclusive right to the Developer to build upon and to exploit it residentially or commercially on the said property (in respect of Developer's allocation) and construct the said building in accordance with plan duly sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or cause to be made by the Developer hereto.
- 2) The developer shall be exclusively entitled to the Developer's allocation in the new building with exclusive right to transfer or otherwise deal with or dispose of the same without any right to claim or interest therein whatsoever of the owners and the owners shall not in any interfere with or disturb the construction works and also shall not interfere with or disturb the quiet and peaceful possession of the Developer Allocation moreover Developer shall have every right to sell or use it the Developer's Allocation as per choice of Developer.

#### ARTICLE – V CONSIDERATION

- (1) In consideration of the owners having agreed to permit the Developer to sell the flats of the new building in respect of Developer's allocation.
- (2) The Developer shall obtain all necessary and /or approval and / or consent.
- (3) The developer shall bear entire costs of construction of the G+3 storied premises being Premises No. 1035, Madurdaha, Kolkata – 700107, Assessee No. 31-109 05-1115-6, ward no 108 including obtaining revised plan (if required) from K.M.C.
- (4) To bear all costs, charges and expenses for construction of the building at the said premises by the developer in all respect.

- (5) The said building shall be construction on or before 24 months from the date of this agreement. If there is any natural calamities that will be considered and in this regard another 6 months' time may be extended.
- (6) The Developer shall also construct and erect and complete at their own costs the entire common facilities and amenities for the said building.
- (7) The Developer shall have no right, title and interest whatsoever in the allocation of owner Sri Uttam Majumdar and undivided proportionate share parting thereof in the land and in common rights and facilities and amenities and said Sri Uttam Majumdar shall have execute a registered General Power of Attorney in favour of Sri. Dipak Majumdar in respect of allocations save and except Sri Uttam Majumdar's own allocation and said Sri. Dipak Majumdar as co-owner of the said premises shall execute all the works & papers on behalf of himself and as true and lawful Attorney of said Sri Uttam Majumdar.
- (8) The Developer shall have no right to claim for payment of reimbursement of any costs expenses and charges incurred towards construction of Owner's allocation and of the undivided proportionate share in the facilities and amenities.

#### ARTICLE - VI : MISCELLANEOUS

- (1) It is hereby agreed by the parties that the developer shall demolish the structures at their own costs. The developer shall be entitled entire portion of the sale proceeds of the building materials.
- (2) If the situation demands, both the parties shall have liberty to take legal action against each other in the Competent Court of Law including taking recourse under Arbitration and conciliation Act, 1996.
- (3) It is hereby agreed that both the parties will be comply the common expenses described in the "Schedule - D" given hereunder.



### ARTICLE - VII CONSTRUCTION

The Developer shall be solely and exclusively responsible for construction of the said building with 24 months from the date of this agreement and shall deliver the allocation of owner Sri. Uttam Majumdar in respect of his owners' allocation in fully completed condition including obtaining completion certificate from the Competent Authority.

SPECIFICATION OF MATERIALS FOR CONSTRUCTION OF RESIDENTIAL BUILDING AT PREMISES NO. 1035, Madurdaha, Kolkata - 700107, under Assesse No. 31-102-45-1115-6, of the KMC ward no 102, which has been fully described in the "Schedule- A" hereunder.

1. BUILDING:

The building is RCC frame building with pocket column footing.

2. PLASTERING:

Inside and outside, ceiling and concrete surface.

3. FLOORING:

All rooms shall be finished with tiles, kitchen and bath room will be tiles floor, black granite cooking platform and stair case with marble. Bath room floor shall be of marble and all with tiles will be provided.

4. FINISHING:

All doors and windows shall be painted with synthetic enamel paints, all rooms' walls shall have plaster of Paris finish. Outside wall be properly shed (painting) to protect against weather, rain etc.

### ARTICLE : VIII : BUILDING

1. The Developer shall at their own cost construct, erect and complete the building and the common facilities and amenities at the said premises in accordance with the sanction plan or revised plan with good and standard materials sanitary

2. materials as may be specified by the Architect from time to time, such construction of the building shall be completed in its entirety by the Developer within 24 months from the date of execution of this agreement.
3. The developer shall erect in the said building at his own cost as per specification and drawings provided by the Architect, pump, water storage, tanks, overhead reservoir or reservoirs, electrification permanent electric connection is obtained temporary electric connection shall be provided and other facilities as are required to be provided in a residential building have self-contained apartments and constructed spaces for sale and/or constructed spaces therein on ownership basis.
4. The developer shall be authorized in the name of the owner is so far as the necessary to apply and obtain quotas, entitlements and other allocations of or the building and to similarly apply for and obtain temporary and permanent connection of water electricity, power drainage, sewerage and /or gas to the building and other inputs and facilities required for the construction of enjoyment of the Developer.
5. All costs, share and expenses including Architects fees shall have no liability this context.
6. The developer shall provide at its cost electricity wiring water, pipeline and sewerage connection portion of the Owners' Allocation.

#### ARTICLE : IX : OWNERS' INDEMNITY

1. The owners hereby undertake to deliver vacant possession of the said premises with the old building to the Developer within seven days from the date of signing this Development Agreement.



The owners also undertake to indemnify the developer on account of any loss or damages caused due to the owners defective title in the property.

3. The owners hereby undertake to sign in all the papers in connection with registration, mutation and sanctioning the re submitted building plan (if required) and for that one of the owner Sri. Uttam Majumdar shall be executed a registered General Power of Attorney in favour of another owner Sri. Dipak Majumdar to do it on behalf of him as and when it will require from the owners..

#### ARTICLE : IX : DEVELOPER'S INDEMNITY

1. The developer hereby undertakes to keep the owners indemnified against all actions suits, costs proceedings claims that may arise out of the construction works in any manner with regard to the development of the said building and /or any defect therein.
2. The developer undertakes to keep the owners indemnified against all third party claim and action arising out of any sort of act or commission of the Developer in or in relation to the construction of the said new building. the promoter /Developer and the Third Part shall duly fulfill and perform all their respective obligations and covenants elsewhere herein and /or in said agreement expressly contained.
3. To observe, fulfill and perform the covenants and shall regularly pay and discharges all taxes and other expenses and maintenances facilities proportionately by the First part owners and developers other part in connection with said unit/flat.

#### SCHEDULE "A" ABOVE REFERRED TO

##### (Description of the "said property")

All that part and parcel of bastu land of plot no 23 measuring about 3(three) karnas 2 (two) chittaks and 16(sixteen) square feets be the same or little more

or less [formerly recorded as 3(three) kathas 7(seven) chittacks and 24(twenty-four) square feet more or less] along with 100 (One hundred) square feet of 10 years old structures made of tiles shed , cemented floor and bricks build walls thereon along with all easements rights and common rights over the common passages together with all easement rights over the premises situated at District - South 24 Parganas, Post Office -Madurdaha, Police Station - formerly Tollygunge then Tiljala, Kasba ,at present Anandapur, under the Mouza - Madurdaha, J.L. No - 12, R.S. - 212. Khatrian No - 187, C.S. Dag No- 448, R.S. Dag No - 455 or Plot No - 455, Touzi No- 2998, being Premises No. - 1035, Madurdaha ,Pin - 700107 under the Kolkata Municipal Corporation, Word No - 108, Borough - 12 being Assessee No - 31-108-05-1115-6 has been shown by RED bordered lines in the plan annexed hereunder and butted bounded as follows:-

ON THE NORTH	: Land of Plot no 25;
ON THE EAST	: Plot of another Dag;
ON THE SOUTH	: Land of Plot no 21;
ON THE WEST	: By 20(twenty) feet wide Road.

#### SCHEDULE "B" ABOVE REFERRED TO

##### (OWNERS' ALLOCATION)

ALL that part and parcel of 50% of total FAR of the newly constructed (G+3) storied building are the Owners' Allocation, out of which

Mr. Uttam Majumdar (owner no -1 herein) will be exclusively entitled one 2BHK front side (i.e. road side) self-contained flat consisting 50% of entire 2<sup>nd</sup> floor, alongwith one car parking space measuring about 135 sq.ft. on the south-west side of ground floor of the newly constructed G+3 building along with common rights over the common properties & proportionate share of land AND also get Rs. 3,00,000/- ( Rupees Three Lakhs) non-refundable cash from the Developer herein.



AND

Mr. Dipak Majumdar (owner no -2 herein) will be exclusively entitled one 2BHK front front side (i.e. road side) self-contained flat consisting 50% of the entire 3<sup>rd</sup> floor, alongwith one car parking space measuring about 135 sq.ft at ground floor along with common rights over the common properties & proportionate share of land AND also get Rs 3,00,000/- (Rupees Three Lakhs) non-refundable cash from the Developer herein.

SAVE AND EXCEPT both the owners (i.e. owner no -1 & 2 herein) jointly occupy and holding equal share (25%) of a self- contained flat situated at back side of the 3<sup>rd</sup> floor and consisting 50% of the entire 3<sup>rd</sup> floor along with common rights over the common properties & proportionate share of land of the newly constructed building.

SCHEDULE "C" ABOVE REFERRED TO

(DEVELOPER'S ALLOCATION)

ALL THAT part and parcel of 50% of total FAR of the newly constructed (G+3) storied building i.e. entire 1<sup>st</sup> floor, 50% of FAR in the back side of 2<sup>nd</sup> floor and rest portions of owners' allocation in the ground floor along with common rights over the common properties & proportionate share of land i.e. more specifically rest of the part other than owners allocation in the newly constructed G+3 storied building will be treated as Developer's Allocation. Be it stated here that said Sri. Dipak Majumdar as one of the partner and being a co owner of the 50% shareholder of the "said property" will be merged his Owners' Allocation with the Developer's Allocation and entitled to sold his portion including it with the Developer's Allocation as per his choice i.e. save and except the Uttam Majumdar's allocation entire property will treated as DEVELOPERS ALLOCATION.

After completion of the newly constructed building the developer shall execute necessary papers and deliver possession of the Owner Sri. Uttam Majumdar. The developer shall be permitted to receive money from the intending purchaser/s by way of earnest money and part of the consideration money and full consideration money in respect of Developer's Allocation.

Be it stated here that the ultimate roof shall be common.

SCHEDULE "D" ABOVE REFERRED TO  
(COMMON EXPENSES)

1. The expenses for maintenance, operating, white washing, painting, repairing, re-decorating, and lighting, the common portions including the outer walls of the building.
2. The salaries and other expenses of all persons employed for the common purposes.
3. Municipal and other rates, taxes and levies and all outgoing save those separately assessed or incurred in respect of any flat.

INWITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day, month and year first above written in presence of

Witnesses:-

1) Sukla chowdhry  
Advocate  
Civil Court Sealdah  
Kolkata - 700014

2) Kajal Das  
Advocate,  
Sealdah Civil Court  
302 floor, Room No. 312,  
KOL-14.

Uttam Majumdar  
Dipak Majumdar  
Signature of Owners

Uttam Construction & Consultancy  
Dipak Majumdar  
Partner.

(For self and on behalf of  
Smt. Dola Majumdar  
as constituted attorney)

Signature of Developers

Drafted by me and  
Prepared in my office  
& witness by me.






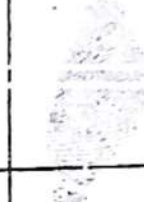




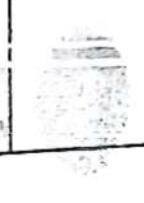
Ruby Bhattacharjee  
Advocate

Reg. No- WB 480/2005  
Civil Court, Sealdah, KOL-14












Type by:-

Tanpa Saha



		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name UTTAM MAJUMDAR  
 Signature Uttam Majumdar

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name DIPAL MAJUMDAR FOR SELF AND CONSTITUTED ATTORNEY OF  
 Signature Dipal Majumdar Smt. DOLA MAJUMDAR

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name .....  
 Signature .....

Registered in Book - I

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being No 160603733 for the year 2022.



Digitally signed by AMITAVA GHOSAL  
Date: 2022.08.10 12:18:29 +05:30  
Reason: Digital Signing of Deed.

*Amitava Ghosal*

(Amitava Ghosal) 2022/08/10 12:18:29 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SEALDAH  
West Bengal.

(This document is digitally signed.)