

4980/15

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18/6/15
123070/15

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Certified that the document is admitted to registration, the signature sheets and the endorsement sheets attached with this document are part of this document

851582



[Signature]
 District Sub-Registrar-IV
 Registrar U/S 7(2) of
 Registration Act, 1908
 Alipore, South 24 Parganas
 18 JUN 2015

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 18th day of June, in the Christian Era, Two Thousand Fifteen (2015) A.D.

BETWEEN

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল
 18/6/15
 123070/15

[Handwritten notes and signatures in Bengali]

No. 5007 Date 16/6/2015
 Sold to Dr. Bidyut Datta Ray
 of P. 523 Raja Basanta Ray Rd
 Rupees 1000/-

PS: take kot 29

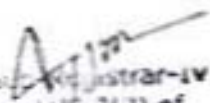

 Sumitran Das
 Stamp Vendor
 Allipur Police Court
 South 24 Pgs. Kol 7

5007 & 50001- (in fine amount only)

Certified that the document is a true and correct copy of the original as per the records of the Registrar of the District of South 24 Parganas and the document is not to be taken as part of the document.

18 JUN 2015
 REGISTRAR-IV
 SOUTH 24 PARGANAS
 ALLIPUR




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Identified by-

Aniruddha Das
 Son of Navayanch Das
 37 Garia place kol-700084
 Bussess

DR. BIDYUT DATTA RAY, (PAN: ADEP100048E) son of Late Nripendra Chandra Datta Ray, by faith- Hindu, by occupation - Medical Practitioner, by Nationality- Indian, residing at P-523, Raja Basanta Ray Road, Post office - Deshapriya Park, Police Station- Lake, Kolkata- 700029 hereinafter called and referred to as the **OWNER** (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, Successors, executors, administrators, Legal representatives, nominees and assigns) of the **ONE PART/FIRST PART**.

AND

M/S. MODAK COMPANY, (PAN: AAXSM7557) a Partnership Firm incorporated under the Indian Partnership Act, 1932, having its office at VICTORIA PLAZA, 385, Garia Main Road, Post office- Garia, Police Station- Sonarpur, Kolkata-700084, being represented by its Partners namely (1) **SRI SAURAV MODAK**, (PAN: AJGPM5912Q) son of Sri Subhas Chandra Modak, by faith-Hindu, by Occupation-Business, by Nationality-Indian, residing at CB-147, Sector-1, Salt Lake City, Post office- Bidhannagar, Police Station- Bidhan Nagar North, Kolkata-700064 and (2) **SMT. SUSMITA MODAK**, (PAN: ALCPM9072D) wife of Sri Avijit Modak, by faith-Hindu, by Occupation-Business, by Nationality-Indian, residing at 37, Garia Place, Post office- Garia, Police Station- Sonarpur, Kolkata-700084 hereinafter called and referred to as the **"DEVELOPERS"** (Which term or expression shall unless excluded by or repugnant to the subject or context to mean and include its respective Successors-in-office, executors, Legal representatives, administrators and assigns) of the **OTHER PART/SECOND PART**.



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WHEREAS one Sri Panchu Gopal Naskar & others were undivided joint owners in respect of ALL THOSE the piece and parcel of land measuring about 1.17 Decimals Bastu land be the same or little more or less together with structure therein lying and situated at Mouza- Elachi, Pargana- Medanmolla, J.L. No.70, R.S. No.223, Touzi No.110, R. S. Khatian No.666, L.R. Khatian No.1124 & 1125 corresponding to R.S. Dag No.225, L.R. Dag No. 263, Police Station- Sonarpur, District South 24 Parganas.

AND WHEREAS due to the benefit the aforesaid (1) Sri Panchu Gopal Naskar, (2) Sri Narendra Nath Mondal, (3) Sri Dhirendra Nath Mondal, (4) Sri Sankar Naskar (5) (a) Sri Balai Chandra Sardar and (5) (b) Smt. Maya Rani Sardar jointly executed and registered Amicable Deed of Partition on 23 rd day of May, 1984 corresponding to Bengali Year, 9th Jaistha, 1391, where Sri Panchu Gopal Naskar son of Late Haripada Naskar, residing at Elachi, Police Station- Sonarpur, District- South 24 Parganas therein referred to as the Party of the First Part, (2) Sri Narendra Nath Mondal, son of Late Nirapada Mondal, residing at Balia, Police Station- Sonarpur, District- South 24- Parganas therein referred to as the Party of the Second Part, (3) Sri. Dhirendra Nath Mondal, son of Late Nirapada Mondal, residing at Balia, Police Station- Sonarpur, District- South 24- Parganas therein referred to as the Party of the Third Part, (4) Sri Sankar Naskar, son of Late Amulya Charan Naskar, residing at Elachi, Police Station- Sonarpur, District- South 24- Parganas therein referred to as the Party of the Fourth Part, (5) (a) Sri Balai Chandra Sardar, son of Sri Biswanath Sardar, and (5) (b) Smt. Maya Rani Sardar, wife of Sri Balai



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Chandra Sardar, both are residing at Garia, Police Station-Sonarpur, District- South 24- Parganas therein referred to jointly as the Party of the Fifth Part and the Parties therein-named amicably Partition by mutual understanding in respect of Rayati Dakhila Satta Bishistha land measuring about 1.17 Decimals Bastu land equivalent to be the same or little more or less lying and situated at Mouza- Elachi, Pargana- Magura, J.L. No. 70, R.S. No. 223, Touzi No. 110, R. S. Khatian No.666, corresponding to R.S. Dag No.225, Police Station- Sonarpur, District South 24 Parganas within the limits of Rajpur Sonarpur Municipality, Police Station-Sonarpur, District- South 24 Parganas. The said Registered Amicable Deed of Partition dated 23rd day of May, 1984 was duly registered at the office of Sub-Registrar, Alipore, District 24 Parganas and recorded in Book No.I, Volume No. 31, Pages Nos. 113 to 128, Being No. 6683 for the year 1984.

AND WHEREAS by virtue of the Registered Deed of Partition dated 23rd day of May, 1984, the said Sri Narendra Nath Mondal, the party of the Second Part therein was sole and absolute owner in respect of ALL THAT the Piece and Parcel of Rayati Dakhila Satta Bishistha land measuring about 8 (Eight) Cottahs 2 (Two) Chittaks 23 (Twenty Three) Square Feet Bastu land be the same or little more or less with structure therein lying and situated at Mouza-Elachi, Pargana- Magura, J.L.No. 70, R.S. No.223, Touzi No.110, R.S. Khatian No.666, corresponding to R.S. Dag No. 225, within the Rajpur Sonarpur Municipality, Police Station- Sonarpur, District-South 24 - Parganas morefully and particularly described in the said Deed of Partition and marked with Block- 'B' in the said



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Partition Deed and thereafter the said Narendra Nath Mondal, mutated his aforesaid property before the Rajpur Sonarpur Municipality as owner thereof.

AND WHEREAS by a Registered Deed of Conveyance (in Bengali Kobala) dated 18th day of June, 1984 made between Sri Narendra Nath Mondal son of Late Nirapada Mondal, residing at Balia, Police Station- Sonarpur, District South 24- Parganas therein referred to as the Vendor and Sri Bimal Ranjan Sen, son of Late Sudhanshu Bhusan Sen, residing at P-54, Bansdroni Park, Police Station - Regent Park, District - South 24-Parganas therein referred to as the Purchaser and for the consideration mentioned therein and as such the vendor therein named granted, conveyed, transferred, sold, assign and assure into in favour of the Purchaser therein named in respect of **ALL THAT** the piece and parcel of Rayati Dakhila Satta Bishistha Bastu land measuring about 2 (Two) Cottahs 2 (Two) Chittacks 41 (Forty One) Square Feet be the same or little more or less together with tile shed brick built structure thereon lying and situated at Mouza- Elachi, Pargana- Magura, J.L. No. 70, R.S. No. 223, Touzi No. 110, R.S. Khatian No. 666, corresponding to R.S. Dag No. 225, Police Station- Sonarpur, District- South 24- Parganas absolutely forever. The said Deed of Conveyance was duly registered at the District Sub-Registrar, Alipore, South 24- Parganas and recorded in Book No.I, Being No.7905 for the year 1984 and by virtue of the Registered Deed of Conveyance dated 18th day of June, 1984, the said Sri Bimal Ranjan Sen was sole and absolute owner in respect of the above mentioned landed Property and mutated the said



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property before the Rajpur Sonarpur Municipality as a owner of the said property and he was enjoying the property without any interruption from any corner.

AND WHEREAS by a Registered Deed of Conveyance (in Bengali Kobala) dated 18th day of June, 1984 made between Sri Narendra Nath Mondal, son of Late Nirapada Mondal, residing at Balia, Police Station- Sonarpur, District South 24- Parganas therein referred to as the Vendor and Sri Amitava Das Gupta, son of Sri Hemanta Das Gupta, residing at P-54, Bansdrani Park, Police Station- Regent Park, District- South 24 Parganas therein referred to as the Purchaser and for the consideration mentioned therein and as such the vendor therein named granted, conveyed, transferred, sold, assign and assure into in favour of the Purchaser therein named in respect of **ALL THAT** the piece and parcel of Rayati Dukhila Satta Bishistha Bastu land measuring about 2 (Two) Cottahs 2 (Two) Chittacks 09(Nine) Square Feet be the same or little more or less together with tile shed brick built structure thereon lying and situated at Mouza- Elachi, Parga- Magura, J.L. No. 70, R.S. No. 223, Touzi No. 110, R.S. Khatian No. 666, corresponding to R.S. Dag No. 225, Police Station- Sonarpur, District- South 24- Parganas absolutely forever. The said Deed of Conveyance was duly registered at the District Sub-Registrar, Alipore, South 24- Parganas and recorded in Book No.I, Being No.7907 for the year 1984 and by virtue of the Registered Deed of Conveyance dated 18th day of June, 1984, the said Sri Bimal Ranjan Sen was sole and absolute owner in respect of the above mentioned landed Property and mutated the said property before



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the Rajpur Sonarpur Municipality as a owner of the said property and he was enjoying the property without any interruption from any corner.

AND WHEREAS thereafter due to urgent need of money the said Sri Bimal Ranjan Sen and the said Sri Amitava Das Gupta have sold their respective share of total land in the above mentioned Property, totaling measuring about be the same or little more or less Bastu land 04 (Four) Cottahs 05 (Five) Chittacks 05 (Five) Square Feet lying and situated at Mouza- Elachi, Pargana- Magura, J.L. No. 70, R.S. No. 223, Touzi No. 110, R.S. Khatian No. 666, corresponding to R.S. Dag No. 225, Police Station- Sonarpur, District- South 24- Parganas to Dr. BidyutDatta Ray, son of Late Nipendra Chandra Datta Ray, residing of Acharya Pally, Block No.6, Flat No. 21, Narendrapur, Police Station- Sonarpur, District- South 24 Parganas by way of Registered Deed of Conveyance dated (in Bengali Kobala) dated 14 th day of August, 2000 corresponding to Bengali Year, 29th Sraban, 1407 and the said Deed of Conveyance was duly registered in the office at District Sub - Registrar- IV, Alipore, District - South 24 - Parganas and recorded in Book No.1, Volume No. 61, Pages Nos. 57 to 72, Being No.2395 for the year 2000.

AND WHEREAS the owner herein thus became the absolute indefeasible Owner of the said Bastu land 04 (Four) Cottahs 05 (Five) Chittacks 05 (Five) Square Feet be the same or little more or less together with tile shed brick built structure lying and situated in the District- South 24 Parganas, Mouza- Elachi, Pargana-



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Magura, J.L. No. 70, R.S. No. 223, Touzi No. 110, R.S. Khatian No. 666, corresponding to L.R. Khatian Nos. 1124 & 1125, R.S. Dag No. 225, corresponding to L.R. Dag No.263, Police Station- Sonarpur, District- South 24- Parganas within Ward No.24 of the Rajpur Sonarpur Municipality hereinafter referred to as the "said Property" morefully described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS the owner herein, claiming since then, had been enjoying the said property together with tile shed brick built structure standing thereon erected more than a decade out of his own funds free from all encumbrances and mutated his name in the Rajpur Sonarpur Municipality by paying rates, rents and taxes to the appropriate authorities within ward No. 24 of the Rajpur Sonarpur Municipality by Holding No. 9, S.N.Ghosh Avenuc, Post office - Narendrapur, Police Station- Sonarpur, Kolkata- 700103 , District- South 24- Parganas.

AND WHEREAS the Owner herein has decided to construct the multi-storied building upon the said property through the competent Developers and the Developers herein came to know about the intention of the owner and after verbal discussion between the parties hereto the owner agreed to develop his schedule property through the Developers herein and the Developers herein agreed to develop and/or construct the multi-storied building upon the said property in accordance with Law.

AND WHEREAS the aforesaid representation of the Developers/Second Party, subject to verification of the title of the



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owner/First Party concerning the schedule mentioned property, the Developers/Second Party have agreed to develop the said schedule Property with the First Party in accordance with the sanctioned plan on the terms and conditions hereinafter appearing.

AND WHEREAS the Parties hereto have agreed to enter into the Development Agreement being these presents records in the terms and conditions hereof,

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

A] DEFINITION/S

a) **OWNER:** Shall mean **DR. BIDYUT DATTA RAY** son of Late Nripendra Chandra Datta Ray.

b) **DEVELOPERS:** **M/S. MODAK COMPANY** represented by (1)Smt. Susmita Modak, wife of Sri Avijit Modak & (2)Sri Saurav Modak son of Sri Subash Chandra Modak.

c) **TITLE DEEDS** – Shall mean all documents related to R.S. Dag No. 225, corresponding to L.R. Dag No.263, Elachi-Mouza, R.S. Khatian No. 666, corresponding to L.R. Khatian Nos. 1124 & 1125, J.L. No: 70, Holding No: 9, S.N.Ghosh Avenue, Police Station-Sonarpur, Kolkata-700103, referred to herein above recital.



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d) **PREMISES:-** Shall mean all that piece and parcel of the homestead Bastu land measuring more or less 4(Four) Cottahs 5(Five) Chittak 5 (Five) square feet situated and lying in R.S. Dag No. 225, corresponding to L.R. Dag No.263, Elachi-Mouza, R.S. Khatian No. 666, corresponding to L.R. Khatian Nos. 1124 & 1125, Ward No: 24 of Rajpur Sonarpur Municipality, P.S. Sonarpur, District - South 24 parganas

e) **BUILDING:** Shall mean the building or buildings to be constructed on the said premises.

f) **SALEABLE SPACE:-** Shall mean the space in the building available for independent use and occupation after making due provisions for common facilities such as corridors, stairways, passage ways, driveways, common lavatories, Guard Room, Pump Room, reservoir, overhead tank, water pump etc. and the space required therefore.

g) **SUPER BUILT UP AREA:-** Shall mean the sum of areas of a flat, i.e. the multiplication of length and breadth which will be measured from wall to wall externally in both length and breadth side plus 20% of the area constituted for common areas and common facilities.



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NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-

1. This Development Agreement shall be deemed to have been commenced on and with effect from the date of execution of this Agreement.
2. The owner is fully competent to enter into this Agreement.
3. The owner declares that the said premises is free from all encumbrances charges,(statutory or otherwise),claim, demand, lien, lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.
4. There are no Thika Tenants in the said premises.
5. There is no Temple, Mosque, debutter or burial ground on the said premises.
6. The Owner shall be entitled to get 50% (fifty percent) of the proposed FAR of sanction plan of the Building subject to sanction by the Rajpur-Sonarpur Municipality together with undivided undemarcated, impartible, proportionate share and/or interest of the land underneath the said property along with earnest rights and privilege and with all common amenities and facilities whatsoever of the proposed building of the said property together with a



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Non-refundable and Non-adjustable Rs 4,00,000 (Four Lakhs) only paid to the owner at the time of signing the agreement. The owner's allocation is fixed, there will be no escalation of Owner's allocation under any circumstances hereinafter referred to as the **"OWNER'S ALLOCATION"** morefully, particularly described in the **SECOND SCHEDULE** hereunder written.

7. The Developers shall be entitled to get remaining 50% (Fifty percent) FAR of the proposed sanction Building plan construction by Rajpur-Sonarpur Municipality together with undivided undemarcated impartible proportionate share and/or interest of the land underneath the said property along with all easement rights, liberties and privileges and with all common amenities and facilities whatsoever of the said proposed building of the said property hereinafter referred to as the **"DEVELOPER'S ALLOCATION"** morefully particularly described in the **THIRD SCHEDULE** hereunder written.
8. The Owner hereby grants subject to what has herein been provided, an exclusive right to the Developer to build upon and to commercially exploit the said property by



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demolishing the existing structures standing thereon and construct the building on the said property in accordance with the sanction building plan which sanctioned by the competent authority.

9. That after sanction of the building plan the parties hereto shall enter into an Agreement for allocation within 30 days from the date of sanction Building plan as mentioned hereunder written.
10. Simultaneously with the delivery of possession of the said property to the Developers, the Owner shall also deliver to the Developers all the original documents of title in his possession relating to the said property which the Developers shall be entitled to keep until all acts, deeds and things hereunder are done by the owner and thereafter the Developers shall be at liberty either to retain the same or deliver the same to the registered association of the Flat Owner/s of the proposed building.
11. The owner shall grant a Registered Development Power of Attorney in favour of the Developers or Developer's agent or Representative, as may be required for the purpose of



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agreement of sale, deed of conveyance, only for the developer's share of allocation and obtaining sanction plan, and all other necessary permissions and sanctions from different authorities in connection with the purpose of construction of said Multi storied building and/or for pursuing and following up matters Rajpur Sonarpur Municipality, other Authorities and Banks.

12. The Owner shall also grant a power of attorney in favour of the said Developers for representing the owner in all documents for sale of the Developer's Allocation to the Transferee or any intending purchaser/purchasers.
13. The owner shall arrange to hand over possession of the area under his occupation at the said premises on the day of the execution of this Agreement.
14. The Developers shall on completion of the new building in all respect put the owner in undisputed possession of the Owner allocation together with all rights in common in the common portions and common facilities along with all easement rights within 24 (twenty-four) months from the date of sanction of the Building plan subject to the property is free from all encumbrances.



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15. Subject as aforesaid, the common portion of the said new building and the open spaces and roof shall jointly belong to the Developers and the owner in proportion to their sharing ratios as stated in the **FOURTH SCHEDULE**.

16. It is specifically mentioned that after sanction of the Building plan the parties hereto execute the Agreement for allocation for identified their allocation in accordance with their sharing ratio (@50% Developer's allocation and 50% owner's allocation) as mentioned herein above written mutually agreed by and between the parties hereto.

17. The owner shall be entitled to transfer or otherwise deal with Owner's Allocation to the any intending purchaser/s, buyer or any person/persons in the new building at his own choice.

18. The Developers shall subject to the provisions herein contained be exclusively entitled to the Developer's Allocation in the new building with exclusive right to



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transfer or otherwise deal with or dispose of the same to any intending purchaser/s owner and the owner's herein shall not in any way interfere with or disturb of the Developer's Allocation. It is specifically mentioned that all the consideration whatsoever in respect of the Developer's Allocation shall be deposited in the Developers account in that event owner/s shall not claim/ or demand any money or consideration from the Developers in future at all.

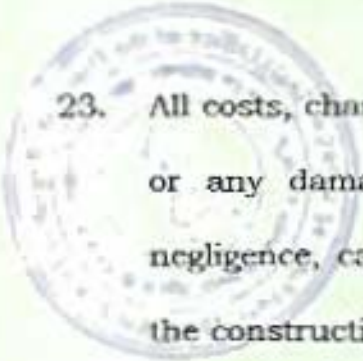
19. The quality of the materials to be used by the Developers in construction of the building shall be certified by the Architect from time to time and unless the same is certified, the Developers would not use the said materials.
20. If any, the salvage arising out of the demolition of the existing structures shall belong to the Developers and the Developers shall be entitled to dispose of the same and realize the proceeds thereof and the owner herein has no right in respect of the said old scrap building materials in any way.



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21. Subject as aforesaid, the decision of the Developers regarding the quality of the materials and the specification as stated in the **FIFTH SCHEDULE** hereunder shall be final and binding upon the parties hereto.
22. The Developers shall at its own costs and expenses and without creating any financial or other liability on the owner/s construct and complete the said new building and various units and/or apartments therein in accordance with the building sanction plan and any subsequent amendment thereto or modification thereof made or caused to be made by the Developers.
23. All costs, charges and expenses, including Architect's fees or any damage accident claim loss caused owing to negligence, carelessness and/or any other reason during the construction or erection of the building or buildings at the said property shall be discharged by the Developers and the owner shall bear no responsibility in this context.



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24. The Developers shall pay and bear all statutory taxes, water taxes and insurance premiums as would be levied by the Government or any statutory authorities in respect of the said property on and from the execution of these presents till the date of the owner receiving the owner's allocation from the developers as stated herein in the new building and thereafter the Developers and/or its nominee or transferees shall bear such taxes, fees etc. in respect of the Developer's Allocation only.
25. As soon as the new building or buildings is/are completed, the Developers shall give notice to the owner requiring the owner to take possession of the Owner's Allocation in the building or buildings and if there be no dispute regarding the completion of the building is terms of this Agreement and according to the specifications as stated hereunder and as per the sanction plan and the certificate of the Architect being produced to that effect, then after 15 (fifteen) days from the date of service of such a notice and at all times thereafter, the owner shall be exclusively responsible for payment of all property taxes, rates, duties,



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ducs and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity, referred to as the said rates) with effect from the date of delivery of possession of the said Owner's Allocation, payable in respect of the said Owner's Allocation.

26. As and from the date of service of notice of possession, the owner shall also be responsible to pay and bear and shall forthwith pay on demand to the Developers the proportionate service charges in respect of the new building which will be fixed and/or determined mutually from time to time for the common facilities in the new building or buildings payable in respect of the Owner's Allocation.

27. The owner shall not do any act, deed or thing whereby the Developers shall be prevented from construction and completion of the said new building at the said premises.

28. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent and/or permission from appropriate authorities.



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29. Both the parties shall abide by all laws, bye-laws, rules 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.
30. The respective allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new building or buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach.
31. The parties hereto shall not do or cause or permit to be done any act or thing which may render void and voidable any insurance of the new building or any part thereof and shall keep the Developers and other occupiers of the said building harmless and indemnified from and against the consequences of any breach.



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32. No goods or other items/ materials shall be kept by the owner or by the Developers for display or otherwise in the corridors or other places of the common use in the new building and no hindrance shall be caused in any manner in the free movement in the corridors, passages, landings and other places of common use in the new building and in case any such hindrance is caused, the Developers or the owner, as he case may be, shall be entitled to remove the same at the risk and cost of the other.
33. Neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the new building or in the compounds corridors or any other portion or portions of the new building or buildings.
34. The Owner shall permit the Developers and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon the Owner's Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining re-building cleaning lighting and keeping in order and good condition



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any common facilities drains, gas and water pipes and electric wires and for any similar purposes.

35. The owner hereby agrees and covenant with the Developers not to cause any interference or hindrance in the construction of the said building at the said property by the Developers, but the owner shall have the right to supervise the construction of the new building or buildings at the said premises either personally or through his men or by employing experts at his own cost.

36. The owner hereby agrees and covenant with the Developers that the owner shall sign and execute all the Deed of Conveyance and Agreement for Sale whatsoever in favour of the intending purchaser/purchasers in respect of the Developer's share of allocation, as per Third Schedule hereunder written in accordance with the terms and conditions herein contained.

37. Upon the Developer's constructing and delivering possession to the owner of the Owner's Allocation, the Owner shall hold the same on the same terms and conditions and restrictions as regards the user and maintenance of the buildings as the other flat purchasers



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of the building would hold and shall pay the statutory rates and taxes, maintenance charges regularly in respect thereof as the flat purchasers of the Developer's allocation would pay.

38. It is specifically mentioned that after execution of these presents that if any litigation arises (Civil proceeding) in respect of the said property, the owner shall co-operate, participate, legislate and assist the developer in resolving the said litigation whatsoever at his own cost and expenses.
39. In these presents the Developers paid a Non-refundable and Non-adjustable Rs 4,00,000 (Four Lakhs only) by cheque.
40. The owner shall liable to pay the proportionate share of common expenses including Service Tax, on and from the takeover possession the Owner's Allocation from the Developers morcfully particularly described in the **SIXTH SCHEDULE** hereunder written.
41. As and from the date of completion of the new building , the Developers and/or its transferees and the owner and/or their transferees shall each be liable to pay and



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bear proportionate charges on account of Tax, Service Tax and other taxes payable in respect of their allocations.

42. The owner shall enjoy the common areas and facilities whatsoever with the other co-owner as mentioned in the **FOURTH SCHEDULE** hereunder written.
43. In this Development of Agreement all rights and obligation will be binding upon all the successors of both the parties.
44. Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, not non availability of building materials and/or any other act or commission beyond the control of the parties hereto.
45. The name of the building shall be decided mutually by the developers and owners at the time of submission of Sanction Plan and the name and style shall never be changed at any time.
46. In case of any dispute between the parties the matter shall be decided by mutual discussion or if necessary law of the country shall be followed before and court/Honorable court.



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47. The High Court at Calcutta and Courts subordinate thereto shall exclusively have jurisdiction to entertain by and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

THE SCHEDULE ABOVE REFERRED TO

(Description of the said Property)

ALL THAT the piece and parcel of Rayati Sithitiban Satta Bishista land, measuring about 04 (Four) Cottahs 05 (Five) Chittacks 05 (Five) Square Feet be the same or little more or less together with tile shed brick built structure total measuring about 100 Square Feet more or less standing there on lying and situated in the District -South 24 Parganas, Mouza- Alachi, Pargana- Magura, J.L. No. 70, R.S. No. 223, Touzi No. 110, R.S. Khatian No. 666, corresponding to L.R. Khatian Nos. 1124 & 1125, R.S. Dag No. 225, corresponding to L.R. Dag No.263, Police Station- Sonarpur, Kolkata- 700103, within the Ward No.24 of the RajpurSonarpur Municipality being Holding No.9, S. N. ~~124~~ Ghosh Avenue, Police

Suman Khatik
Suman Khatik
Sumita Malik
Bijoy Chakrabarty



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Station- Sonarpur, Kolkata-700103 which is butted and bounded in the following manners:-

ON THE NORTH:-6' Feet wide Common Passage and thereafter Land of Dag No.225,

ON THE SOUTH:-Land of Dag No.223,

ON THE EAST :-24' Feet S.N. Ghosh Avenue,

ON THE WEST:- Land of Dag No.225.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the Owner's Allocation)

ALL THAT the 50% (Fifty percent) of the proposed sanction FAR of the Building Plan subject to sanction by Rajpur-Sonarpur Municipality together with paid a Non-refundable and Non-adjustable Rs 4,00,000/- (Four Lakh) only by chaeue along with all easement rights, liberties privileges and right use and enjoyment of common amenities & facilities whatsoever of the proposed residential building of the said property as mentioned hereinabove written in the first schedule.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Description of the Developer's Allocation)

ALL THAT the remaining 50% (Fifty percent) of the FAR of the proposed sanctioned Building plan subject to sanction Rajpur-



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Sonarpur Municipality together with undivided undemarcated impartiable proportionate share and/or interest of Bastu land and lands underneath the said proposed building along with all easement rights, liberties and privileges with all common amenities and facilities whatsoever of the said proposed building of the said property as mentioned hereinabove within in the First Schedule.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Description of the Common areas and Facilities)

1. Land on which the building is located and all easement rights and appurtenances belonging to the said land and building.
2. Staircase on all the floors and roof.
3. Staircase landing and lift landings on all floors.
4. Commons passage and lobby on the ground floor excepting for garage space area if any.
5. Water pump, water tank, water pipes, water purifiers, and other common plumbing installations.
6. Electrical Substation, electrical meter room, generator room, CC TV, and fittings (excluding those as, are installed for any particular unit).



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7. Water and sewerage evacuation pipes from the units to drains and sewers common to the building(s).
8. Drainage, sewers and pipes, from the building to the Municipal drainage.
9. Pump House.
10. Boundary walls.
11. Ventilation duct.
12. Provision for Lift
13. Collapsible or normal gate at the ground floor entrance and roof entrance.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Described of the Specification of the said new proposed building)

- 1.(a) Main R.C.C. structure will be designed by eminent Engineer and quality I.S.I., marked cement and steel will be used. All outside brick work will be either 10 inch, 8 inch or 5 inch, as per requirement of the elevation
- (b) All 3 inch brick work will be with the wire reinforcement in every 3rd layer.



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2. **DOORS** : All doors opening will be made as per sanctioned plan and frame of Sal Wood, Section will be 4" x 2.5" for main door 4" x 2.5" for Bed Room and 4" x 2.4" for other doors. All shutters will be made of both sides water proof commercial ply Flush Door pressed of 35 mm thickness.

(1) Main Door will be made on wood.

(2) Godrej Lock in Main Door.

3. **PLASTER** : All walls shall be plastered with 1:6 Cement Mortar Ceiling with 1:4 Cement Mortar.



4. **FLOORING** : Vitrified Tiles/marble flooring in all Bedroom, living/ dining room, varanda and skirting up to 0.1 mt.height .

5. **TOILET** : Antiskid tiles/marble flooring and glazed tile dado 1.5 mt. (6 Ft.).



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6. **KITCHEN** : Cooking platform Green marble/Granite with support with black stone, stainless steel sink 21" dado upto 2' above from kitchen counter top level plain white/coloured glazed tiles over kitchen counter all along.

7. **WINDOWS** : Steel glazed/Aluminum sliding window with grill designed by Builder with galvanized iron handle and stay. The window of the toilets shall have opaque glass.



8. **PAINTS** : Walls plaster of Paris in Bed Rooms and D.D. Room, Kitchen and Toilet Plaster of Paris.

EXTERNAL WALL: The entire building shall be painted with a cement based paint/whenever coat.

9. **ELECTRICAL** : Concealed wiring (copper wire)



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BED ROOM : 2 Light Points, 1 Fan Point, 1 Five Amp, Plug Point and 1 Air Conditioner Point in Master Bed Room.

DRAWING/

DINING ROOM : 2 light points, two fan points, two 5 Amp. Plug point, one calling bell point and one 15 Amp Plug point, one cable T.V., Telephone line and Washing Machine.

KITCHEN &

TOILET : One light Point in each room, one 15 Amp Plug Point for geyser to be provided by the developer, and 5 Amp Plug points each at kitchen and one point for exhaust fan in kitchen.



BALCONY : One light Point.

10. **SANITARY**

PLUMBING

FITTING KITCHEN: One sink on kitchen counter.



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TOILET : Commode with low down PVC cistern, two bib cocks, one shower and one wash basin of matching size (white).

W.C: One commode with P.V.C. cistern one bib cock-all of Reputed Company.

11. **ROOF** : i) Over the R.C.C. roof slab concrete screening and net cement finish on top.

ii) 0.9 meters height parapet wall plastered and painted on both sides shall be provided all around the roof slab.

12. **WATER SUPPLY** : i) Overhead reservoir will be provided at top as per design

ii) Suitable electric pump will be installed for round the clock water supply.

13. **EXTRA WORK** : In addition to the above items if the landowner wants to provide additional items or wants to change the specification of any item be allowed



Handwritten notes in blue ink: '1/10/1981-1982', '1/11/1981', and 'S. S. Srinivasan'.



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after getting the permission from the consulting Engineer if it fulfills the following. An estimate for additional work, or the change item, shall be supplied by the Builder and the Landowner has to pay the total amount in advance to carry out these additional/changed items.

14. **COMPOUNDS** : Compound will be paved wherever required.

15. **COMMON FACILITEIS** : The building will have overhead water tank, pump and underground water reservoir of required capacity, common staircase and roof with light point, sewerage, septic tank etc.



சென்னை மாநகராட்சி
மாநகராட்சி
மாநகராட்சி

THE SIXTH SCHEDULE ABOVE REFERRED TO

(COMMON EXPENSES)

1. The expenses for maintenance, operating white washing, painting, charging or replacing or shifting, redecorating and



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cleaning, lighting of all common bath rooms, the outer walls of the buildings parking space, boundary walls, staircase, roof foundation wall, main gate landing deep tube-well water and sanitary pipes, gas pipes etc. and all other spaces and installations for common use.

2. Cost of all, fuel etc. for running generator from time to time.
3. Cost of periodically inspecting, servicing, maintaining and ensuring the proper working of stand by generators (if any), electrical and mechanical equipments and other plants and machinery including Water purifier, CC Tv in the building.
4. Cost of the salaries, wages, fees and remuneration of caretakers, clerk's bills, collectors, chowkidars/durwans, sweepers, mistries workmen and experts engaged and hired for the common purposes.
5. Such other or further expenses as are deemed necessary and/or incidental for the maintenance and upkeepment of the buildings and general common and facilities and/or for any other account whatsoever.

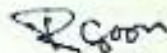


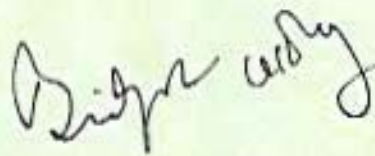
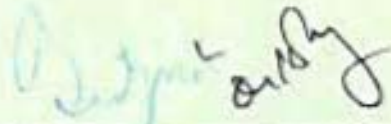
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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals to those presents on the day, month and year first above written.

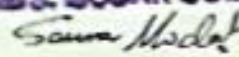
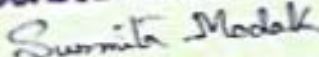
SIGNED, SEALED AND DELIVERED by the within named **OWNER** at Kolkata in the presence of :-

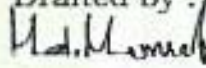
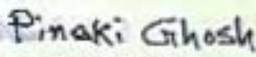
1. 
Rajarshi Guon son of
Tushar Kanti Guon FD-297
Salt Lake, Kol'Kata - 700084
2. Ram Saha
Rajas Saha son of
21F Garia Main Road Kol-700084



SIGNATURE OF THE OWNER

SIGNED SEALED AND DELIVERED by the within-named **DEVELOPERS** at Kolkata in the presence of :-

1. 
Rajarshi Guon son of
Tushar Kanti Guon FD-297
Salt Lake, Kol'Kata - 700084
2. Ram Saha
Rajas Saha son of
21F Garia Main Road Kol-700084

M/S. MODAK COMPANY **M/S. MODAK COMPANY**
 
Partner Partner
SIGNATURE OF THE DEVELOPERS

Drafted by :
 Advocate, Enrollment No. - WB-996/1995
Alipore Judges Court, Kol;kata- 700027.
Typed by: 
Garia, Kolkata-700084.



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RECEIVED within mentioned non-refundable, non- adjustable sum of **Rs.4,00,000/-** (Rupees Four Lakhs) only from the withinnamed Developers under these presents as per Memo below:

MEMO OF CONSIDERATION

Bidyut Dasgupta

(A) By A/c payee cheque No. 629503 dated 18.06.2015 drawn on Indian Bank, Garia Branch, Kolkata - 700084, amounting **Rs. 4,00,000/-** (Four Lakhs) only in favour of Shri **BIDYUT DATTA RAY**.

Rs.4,00,000/-

TOTAL:- Rs.4,00,000/-

(Rupees Four Lakhs only)

WITNESSES

1. *R. Grom*
Rajeshi Grom, son of
+ Asha Kanti Grom, FD-297
Salt Lake, Kolkata - 700106

2. *Ram Saha*
Rajas Saha Son of
217 Jyoti Main Road, Kd-700084











Bidyut Dasgupta

SIGNATURE OF THE OWNER













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











Name BIDYUT DATTA RAY

Signature *Bidyut Datta Ray*

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

Name SAURAV MODAK


Signature *Saurav Modak*

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

Name SUSMITA MODAK

Signature *Susmita Modak*




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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2015, Page from 17238 to 17285

being No 160404706 for the year 2015.



Digitally signed by TRIDIP MISRA
Date: 2015.06.29 13:41:20 -07:00
Reason: Digital Signing of Deed.

(Tridip Misra) 29-Jun-15 1:41:19 PM

DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)