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Certified that the document is admitted to registration in the signature sheet / sheet of the development sheet / sheet of the document with this document's are the part of this document.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this the 11th day of, November Two Thousand and Nineteen (2019).

Registrar U/S. 7(a)
North 24-Parganas
District
(D.S.R. 11)

02 NOV 2019
11 NOV 2019

PRATHAM CONSTRUCTION

Sanjay Kumar Roy
Partner

BETWEEN

SRI SRI RAMESWAR MAHADEV JEW, a registered Devattar Property lying and situated at 1, Jogendra Nath Ghosal Road, Post Office- Ariadaha, District: North 24-Parganas, Kolkata- 700057, represented by its sole Sebait **SRI ANJAN MAJUMDAR (PAN NO.-BBXPM5090H)**, son of Late Arbinda Majumdar, residing at 1, Jogendra Nath Ghosal Road, P.O. Ariadaha, District: North 24-Parganas, Kolkata- 700057, 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 their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

M/S PRATHAM CONSTRUCTION, (PAN IIO AAVFP9627M) a partnership firm, having its office at 153 B.T. Road Rangoli Building, 3rd Floor, Kolkata- 700108, Represented by its partners namely **1. SRI AMIT DASGUPTA (PAN NO. AGGPD5790E)**, by faith- Hindu, by occupation- business, Nationality- Indian, Son of Late Bimal Dasgupta, residing at 855/1 B.C. Chatterjee Street, Prantik Apartment, Block- C, Flat no. 16, P.O. & P.S. Belghoria, Kolkata- 700056, **2. SRI BISWANATH DEB (PAN NO- ADTPD6982G)**, son of late Jagadish Chandra Deb, by faith- Hindu, by occupation- business, Nationality-Indian, residing at 53 Rajkumar Mukherjee Road, P.S. Baranagar, Kolkata- 700018, **3. SRI SAMIR KUMAR ROY (PAN NO AGJPR8408C)**, Son of Sri Sunil Kumar Roy, by faith- Hindu, by occupation- business, Nationality-Indian residing at D/3 Lake View Park, P.S. Baranagar, P.O. I.S.I. , Bonhoogly, Kolkata- 700018, **4. SRI PARTHA SARATHI GUHA (PAN NO AYOPG0419M)**, Son of Sri Manoj Kumar Guha, by faith- Hindu, by occupation- business, Nationality-Indian Residing at Batanagar, Nungi Chatterjee Para, P.O. Batanagar, P.S. Mahestala, Kolkata- 700140, hereinafter called and referred to as the "**DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

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AND WHEREAS the daily sevapuja of said Deities is being run by sebait from its inception from a room lying and situated within the said premises No.1, JogendraNathGhosal Road, Kolkata - 700057, and whereas the other rooms of the said premises are being used by the family members of sebaait as their dwelling house.

AND WHEREAS after the death of the said Pran Krishna Majumdar on 28th day of July, 1969, his only son namely ArbindaMajumdar, since deceased, became the sole sebaait of the said Deity in terms of the guidelines of the said registered Arpannamadated 7th May, 1956.

AND WHEREAS the said ArbindaMajumdar, son of Pran Krishna Majumdar, died on 01st day of September, 1986, and after his demise his only son namely Sri AnjanMajumdar, the representative of the said SRI SRI RAMESWAR MAHADEV JEW, being the owner of the First Part herein, became the sole sebaait of the said Deity in terms of the version of the said registered Arpannama dated 7th May, 1956 and is presently continuing being the sole sebaait of the said SRI SRI RAMESWAR MAHADEV JEW and being the sole sebaait of the said SRI SRI RAMESWAR MAHADEV JEW is all along looking after and running daily seva puja of the said Deities and is also submitting and/or depositing the necessary fees, taxes and/or costs before the concerned authorities.

AND WHEREAS thesaid property being a very old building and is in a dilapidated condition and that at any moment any accident may occur and the said building may collapse at any point of time, endangering human life.

AND WHEREAS the sole Sebaait being the representative of the OWNER herein being a devattar property having no independent source of income and/or earning to run the daily seva puja of the said Deities in the Devattar property and is facing a great financial crisis and being unable to maintain the said property, has decided to construct a temple for the aforesaid Deities and further to develop the property by way of a multistoried building for earning source of income for smooth functioning of daily seva puja of the said Deities.

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AND WHEREAS the sole Sebait being the representative of the OWNER herein being a devattar property has no adequate money to develop the said premises has decided to develop the said premises through any renowned Developer who may be interested to develop the said premises by constructing thereon a temple for keeping the said Deities and remaining part by constructing multistoried building, for the purpose of selling and/or transferring the same by the petitioner to collect funds for smooth functioning of daily seva puja of the said Deities in future.

AND WHEREAS for the purpose of development of the said devattar property, the sole Sebait being the representative of the OWNER herein, being a devattar property, has filed an application under the provisions of Section 34 of the Indian Trust Act, 1882 before the Court of the Learned District Judge, North 24 Parganas at Barasat registered as **Misc. Case No. 153 of 2018 (Sri SriRameswarMahadev Jew)** inter-alia prayed for necessary order of demolishing of old dilapidated structure standing at premises No.1, JogendraNathGhosal Road, Kolkata - 700057 and to construct a temple and a multi-storied building as per sanction plan to be sanctioned by Kamarhati Municipality, through a renowned developer and thereafter to sell different portions to the respective buyers from developer's allocation as also from owner's allocation for the purpose of making fund for the smooth functioning of the daily seva puja of the said deities.

AND WHEREAS the Court of the Learned District Judge, North 24 Parganas at Barasat was pleased to pass an order vide order dated 5th January 2019, for necessary permission for carrying out the development work at the said Devattar Property lying and situated at premises No.1, JogendraNathGhosal Road, Kolkata - 700057.

The property owned by the Owner is specifically described in **SCHEDULE "A"** hereunder and "hereinafter referred to as the **"Said Premises"**.

AND WHEREAS the said Owner, after obtaining necessary permission from the Learned Court, as aforesaid, is now desirous of developing the said premises by constructing thereupon a new temple for keeping the said Deities and multistoried

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building after demolishing the existing structure, in accordance with the sanctioned building plan to be approved by the competent authority. But due to financial stringency and/or paucity of funds the Owner is unable to start the construction of the said building and had been in search of Promoter and/or Developer, who can undertake the responsibility of construction of such building of the said premises of his/her own arrangement and expenses.

AND WHEREAS being aware of such intention of the Owner, the Developer contacted the Owner and requested them to allow and develop the said premises as desired by the Owner by constructing the proposed building in accordance with the sanction plan to be sanctioned by the competent authority at the arrangement, cost and expenses of the Developer.

AND WHEREAS on negotiation between the parties, the Owner to allow the Developer to develop ALL THAT piece and parcel of bastu land measuring more or less 6 Cottahs 3 Chittacks with pucca partly two storied structure standing thereon (presently vacant land) which comprised in R.S. Dag Nos. 1915 and 1932, under R.S. Khatian No. 1192, J.L. No. 1, R.S. No. 12, Touzi No. 173, under Mouza- Ariadaha-Kamarhati under jurisdiction of the office of the Additional District Sub-Registrar at Belghoria within the municipal Limits of Kamarhati Municipality, under Ward No. 9, bearing holding No. 341, lying and situated at 1, Jogendra Nath Ghosal Road, P.O. Ariadaha, Kolkata- 700057 under Police Station- Belghoria, "Anandamayee Niketan" District- 24 Parganas (North), on the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES HERETO the following terms and conditions.

ARTICLE-I: DEFINITIONS

- 1.1 **OWNER:-** Shall mean the said **SRI SRI RAMESWAR MAHADEV JEW**, a registered Devattar Property lying and situated at 1, Jogendra Nath Ghosal Road, Post Office- Ariadaha, District: North 24-Parganas, Kolkata- 700057, represented by its sole Sebait **SRI ANJAN MAJUMDAR**, son of Late Arbinda Majumdar, residing at 1, Jogendra Nath Ghosal Road, P.O. Ariadaha, District: North 24-Parganas, Kolkata- 700057, heirs, executors, administrators, legal representatives and assigns.

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 Partner

1.2 **DEVELOPER:-** Shall mean **M/S PRATHAM CONSTRUCTION**, a partnership firm, having its office at 153 B.T. Road Rangoli Building, 3rd Floor, Kolkata-700108, Represented by its partners namely 1. Sri Amit Dasgupta (PAN NO. AGGPD5790E), by faith- Hindu, by occupation- business, Nationality-Indian, Son of Late Bimal Dasgupta, residing at 855/1 B.C. Chatterjee Street, Prantik Apartment, Block- C, Flat no. 16, P.O. & P.S. Belghoria, Kolkata-700056, (2) Sri Biswanath Deb (PAN NO- ADTPD6982G), son of late Jagadish Chandra Deb, by faith- Hindu, by occupation- business, Nationality-Indian, residing at 53 Rajkumar Mukherjee Road, P.S. Baranagar, Kolkata- 700018, (3) Sri Samir Kumar Roy, (PAN NO AGJPR8408C) Son of Sri Sunil Kumar Roy, by faith- Hindu, by occupation- business, Nationality-Indian residing at D/3 Lake View Park, P.S. Baranagar, P.O. I.S.I. , Bonhoogly, Kolkata- 700018, (4) Sri Partha Sarathi Guha, (PAN NO AYOPG0419M), Son of Sri Manoj Kumar Guha, by faith- Hindu, by occupation- business, Nationality-Indian Residing at Batanagar, Nungi Chatterjee Para, P.O. Eatanagar, P.S. Mahestala, Kolkata- 700140, and include their heirs, executors, administrators, legal representatives and assigns.

1.3. **TITLE DEEDS:-** Shall mean all the documents of Title relating to the said premises shall be handed over in attested copies to the Developer at the time of execution of this Agreement. The Owner is bound to produce all documents as and when necessary from time to time having acknowledgement/receipt from concerned authority and/or Developer.

1.4. **PREMISES:** Shall mean to ALL THAT piece and parcel of bastu land measuring more or less 6 Cottahs 3 Chittacks with pucca two storied structure standing thereon (presently vacant land) which comprised in R.S. Dag Nos. 1915 and 1932, under R.S. Khatian No. 1192, J.L. No. 1, R.S. No. 12, Touzi No. 173, under Mouza- Ariadaha-Kamarhati under jurisdiction of the office of the Additional District Sub-Registrar at Belghoria within the municipal Limits of Kamarhati Municipality, under Ward No. 9, bearing holding No. 341, lying and situated at 1, Jogendra Nath Ghosal Road, P.O. Ariadaha, Kolkata- 700057 under Police Station- Belghoria, "Anandamayee Niketan" District- 24 Parganas (North), together with all rights of

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encumbrances facilities and amenities annexed thereto more fully and particularly mentioned and described in the SCHEDULE-"A" hereunder written.

1.5. **TEMPLE:-** Shall mean a temple to be constructed on the southern side and/or portion of the said premises, measuring about 22' 6" (twenty two feet and six inches) in length and 11' 00" (eleven feet) in width, more or less, as per sanction plan to be sanctioned by the competent authority.

1.6. **BUILDING:-** Shall mean a ground plus three (G + 3) storied building to be constructed on the remaining portion excluding the area of temple, as aforesaid in Article 1.5. Hereinabove, to be constructed in the said premises as per sanction plan to be sanctioned by the competent authority and any further floors to be sanctioned by the said authority.

1.7. **OWNER'S ALLOCATION:-** Shall mean and has been mentioned in the SCHEDULE- "B" hereunder.

1.8. **DEVELOPER'S ALLOCATION:-** Shall mean and has been mentioned in the SCHEDULE "C".

1.9. **COMMON FACILITIES & AMENITIES:** Shall include roof, corridors, hall ways, stair ways, lift facility, passage way, drive ways, common lavatories, pump space, underground, water reservoir, overhead water tank, stair and stair landing on all floors, water pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance, management of the building and land there under or mutually agreed upon by the Owner of units/ floors/ flats/spaces which is mentioned in the SCHEDULE "D" hereunder.

1.10. **SALEABLE SPACE:** Shall mean units/floors/flats/garages/commercial spaces in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.

1.11. **COMMON EXPENSES:** Shall mean and include expenses incurred for the purpose of maintaining the said premises and the proposed building in particular

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the common parts as also meeting of the common expenses and matters relating to mutual right and obligations of the Developer, the Owner and their nominees including the intending Purchasers/ s and the common use and enjoyment thereof, which is mentioned in the **SCHEDULE-"E"** hereunder.

1.12. **ARCHITECT:** Shall mean shall mean such person or persons who may be entrusted and/ or appointed by the Developer for both designing and sanction of the building plan(s) on the said land and aforesaid.

1.13. **BUILDING PLAN:** Shall mean such plan to be prepared by the Architect for the construction of the building and to be sanctioned by the competent authorities as the case may be.

1.14. **BUILT UP AREA:** Shall mean and include the covered area of the flat, external and internal walls, stairs and stairs landing and columns, as specified in the Plan Sanctioned by the competent authority.

1.15. **SUPER BUILT UP AREA:-** Shall mean and include the built up area of the particular flat also include the proportionate share of each flat in the common spaces, common areas, underground water tanks, overhead water tanks, stair cases, walls, store room, tube wells, lobbies, corridors, darwan's room, and in all areas which is used for locating common services e.g., meter room etc. for eliminating of any disputes in the measurement of the proportionate share of each flat in the common areas.

1.16. **TRANSFEROR:** Shall mean the Owner and the Developer who intends to sell the flats and the Car Parking Space allotted to them respectively, to the intending buyer /buyers together with undivided proportionate share of the land and right to use the common space in multistoried building.

1.17. **TRANSFeree:** Shall mean the person, firm, limited company or an Association or persons to whom units/ floors/ flats/ spaces/ shops spaces in the building has been transferred.

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1.18. **TRANSFER:** Shall mean with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is legally a transfer of multistoried building to Purchasers thereof.

1.19. **NOTICE:-** Shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto.

2. **SINGULAR:** Shall mean plural and vice versa, masculine shall include feminine and vice versa.

ARTICLE-II; COMMENCEMENT.

2.1 This Agreement shall be deemed to have commenced with effect from the date of execution thereof.

ARTICLE-III; OWNER'S RIGHT REPRESENTATION

3.1 The Owner hereto absolutely seized and possessed of and/or well and sufficiently entitled to ALL THAT piece and parcel of bastu land measuring more or less 6 Cottahs 3 Chittacks with pucca one storied structure standing thereon presently comprised in R.S. Bag Nos. 1915 and 1932, under R.S. Khatian No. 1192, J.L. No. 1, R.S. No. 12, Touzi No. 173, under Mouza- Ariadaha-Kamarhati under jurisdiction of the office of the Additional District Sub-Registrar at Belghoria within the municipal Limits of Kamarhati Municipality, under Ward No. 9, bearing holding No. 341, lying and situated at 1, JogendraNathGhosal Road, P.O. Ariadaha, Kolkata- 700057 under Police Station- Belghoria, "AnandamayeeNiketan" District- 24 Parganas (North).

3.2 Save and except the Owner nobody else have any right, title, interest, claim and demand whatsoever or howsoever and in respect of the said premises.

3.3 That the said premises is free from all encumbrances, charges, liens, attachments, mortgage, power of attorney, trusts whatsoever or howsoever.

3.4 That the said premises is a devattar property is entitled to be developed on the authority of an order dated 5th January 2019, passed by the Court of the

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Learned District Judge, North 24 Parganas, at Barasat in Misc. Case No. 153 of 2018 (SRI SRI RAMESWAR MAHADEV JEW).

3.5 That the Owner have not entered into any agreement for sale and/or development or any other agreement whatsoever or however in respect of the said premises prior to this agreement. This agreement is irrevocable.

3.6 That the said premises is not subject to any notice or acquisition or requisition.

3.7 That while the construction and/or development work is being carried out by the Developer, the representative of the owner along with his family members and the said deities shall move to a separate rented accommodation of his choice the cost of such house rents shall be borne by the Developer herein till the completion of the construction and/or development works.

3.8 That the owner herein shall bear the entire expenses of the cost of construction of the said temple on the southern side of the said premises to which the owner even after its completion shall have exclusive right and possession and save and except owner, no other co-owners and/or flat owners of the said premises shall have the right over the said temple.

ARTICLE-IV: DEVELOPER'S RIGHTS

4.1 The Owner hereby grant exclusive right to the Developer to develop the said premises by way of constructing a new ground plus three (G + 3) storied building thereon on the remaining portion i.e. excluding the portion of the temple to be constructed on the southern side in the said premises, the cost of which shall be expended and/or bear by the owner herein, in accordance with the building plan to be sanctioned by the competent authority with or without any amendment and/or modification thereto made or caused to be made by the parties thereto.

4.2 That the Developer shall pay a sum of Rs. 5,00,000/- (Rupees Five Lacks) only to the Owner herein at the time of execution of the Agreement, which is an interest free security deposit, which is refundable at the time of handing over the possession and/or upon completion of the development work in the said premises by the Owner to the Developer.

4.3 That the Developer shall be entitled to all the house products, includes rods,

woods blocks and/or plumbs, bricks, which could be recoverable while demolishing the existing structure presently standing over the said premises and shall be entitled to receive all the amounts recovered by selling all those products and/or rubbish recovered therefrom.

4.4 That the Developer shall pay and bear all expenses towards sanction plan, building material, lawyer fees for the development purpose only and all construction charges of the new building and to complete it in all respects at its own costs or at the cost, Purchaser or Purchasers including architect fees charges expenses required to be paid or deposited for the purpose of development of the said premises and the Owner shall not have any responsibility in these respects.

4.5 It is made clear that save and except the share of the Owner in the proposed building as mentioned in **SCHEDULE-"B"**, hereunder all other units/floors/flats/spaces/shops/car parking spaces will be the property of the Developer herein and if the Developer so desires, it could be disposed of by himself to the prospective buyers at any consideration or price at the sole discretion of the Developer.

ARTICLE-V: CONSIDERATION

5.1. In consideration of the Agreement along with an advance amount of Rs. 5,00,000/- (Rupees Five Lacs) only, an interest free refundable security deposit at the time of handing over the possession, which is to be paid by the Developer to the Owner at the time of execution of this agreement, the Owner has agreed to grant exclusive right of development of the said premises to Developer and the Developer agrees and/or undertakes to the Owner to hand over the share of 40% (forty percent) of the entire complex under the said structure to be constructed, excluding the portion of the temple to be constructed on the southern side in the said premises, as per sanctioned plan to be sanctioned by the Authority Concerned in the said premises more fully and particularly described in the SCHEDULE-A given herein together with all easements rights, facilities and amenities annexed to the proposed building along with undivided impartible proportionate share of the

land underneath which is morefully and particularly mentioned in the **SCHEDULE "B"** hereunder written. Save and except the Owner's allocation the Developer is entitled to get the remaining portion of the building to be constructed as per sanction plan to be sanctioned by the competent authority upon the said premises together with undivided impartiable proportionate share of the land including common facilities and amenities available to the said building which is morefully and particularly mentioned in the **SCHEDULE "C"** hereinbelow.

5.2. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said plot or any part thereof to the Developer or in creating any right, title or interest in respect thereof to the Developer save and except to commercially explore the same in terms hereof be construction the building on the said plot and to deal with Developer's Allocation/Saleable area in the building in the manner herein stated.

ARTICLE-VI: POSSESSION

6.1. The Owner has make over possession of the said premises simultaneously with the execution of this agreement.

ARTICLE-VII: PROCEDURE

7.1 The Owner shall grant and/or execute and register a General Power of Attorney in favour of the Developer for the purpose of for obtaining sanction plan from the competent authority to execute necessary documents, affidavits and Agreement for Sale and Deed of Conveyance/s in respect of undivided share of the land and other related works in favour of the intending Purchaser(s) etc. of the said premises.

7.2 The Owner shall also grant proper authority to the Developer and/or their nominee or nominees by giving a Registered General Power of Attorney as may be required by the Developer for the construction of the proposed building as per sanction plan to be sanctioned by the competent authority and for development of the said premises and represent the Owner for all purpose in connection with appropriate works before the appropriate authorities provided however the same shall not create financial liabilities upon the Owner.

7.3 Apart from the registered General Power of Attorney, the Owner do hereby undertake that they shall execute as and when necessary all papers, deeds, documents, plans etc. for the purpose of development of the said premises, if necessary.

ARTICLE-VIII; DEALINGS OF SPACES IN THE BUILDING

8.1 The Developer shall on completion of the construction of the building on the remaining portion of the premises i.e. excluding the area of the temple to be constructed on the southern side of the said premises, put the Owner undisputed and exclusive possession over the said space for the construction of temple on the southern side of the said premises and the possession of the Owner's allocation TOGETHER WITH the rights, in common to the common facilities and amenities to be enjoyed proportionately with other Owner of units/ floors/ flats/ spaces. The Developer shall also hand over possession to buyers from his allocation before handing over possession of the Owner's allocation.

8.2 After completion of the entire construction work to be carried out in the said premises, excluding the portion of the temple to be constructed on the southern side in the said premises to which the owner shall be in exclusive possession of the said temple even after handing over the possession to the respective intending purchasers to carry out the smooth function of the daily seva puja of the deities by the representative or his heirs and/or representative of the owner herein and shall not in any manner whatsoever be disturbed and/or hindrance and/or put in question of his authority over the possession of the said temple to be constructed in the said premises and the representative of the owner shall be at sole discretion of the allowing any person or persons to perform any puja in the said temple.

8.3 The Owner will be entitled to transfer or otherwise only the Owner's allocation in the building, excluding the temple to be constructed over the said premises, the cost of which shall be exclusively borne by the owner herein and the representative, or his heirs or representatives, of the owner is barred to transfer, alienate and/or transfer and/or from creating any third party interest of the said

temple unto and in favour of any person.

8.4 The Developer shall be exclusively entitled to its allocation with the right to transfer only the owner's allocation excluding the temple area to be constructed over the said premises, or otherwise deal with or dispose of the same and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation provided the Developer complies with all the terms and conditions to be observed and performed by the Developer under these presents.

8.5 The Developer being the party of the Second Part shall be at liberty with exclusive right and authority to negotiate for sale of units/floor/flats/spaces/shops/car parking space/s together with proportionate share of land excluding the space of abided under Owner's allocation, as mentioned herein before of the said proposed building on the said premises with any prospective buyer/s on or before or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer/s as aforesaid, including earnest money or initial payments or part payment thereof shall be received by the Developer and the Owner's herein will have no right and share and will not be entitled to any portion thereof.

8.6 The Developer shall be entitled to enter into agreement for sale in respect of Developer's allocation on the basis of the registered General Power of Attorney and shall be entitled to sign all necessary documents on behalf of the Owner by virtue of the registered Power of Attorney however that such dealings shall not in any manner fasten or create any financial and legal liability upon the Owner.

8.7 On the strength of the registered General Power Attorney the Developer on behalf of the Owner shall execute and registered the Deed of Conveyance or Conveyances in favour of the intending Purchaser or Purchasers of the Developer's allocation of the building only to convey the undivided proportionate share of the

land of the said premises, save and except the Owner's allocation and the costs of conveyance or conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Purchaser or Purchasers thereof.

ARTICLE-IX; BUILDINGS

9.1 The owner shall at its own costs construct a temple measuring about 22' 6" (twenty feet and six inches) in length and 11' 00" (eleven feet) in width, more or less, on the southern side of the said premises, for the purpose of keeping the said deities, from where their daily seva puja shall be carried out, on the southern side of the said premises.

9.2 The Developer shall at its own costs construct erect and complete the building on the remaining portion at the said premises, excluding the portion of the temple to be constructed over the said premises, in accordance with sanctioned plan with such materials and with such specification as are mentioned in the **SCHEDULE-"F"**

hereunder written and as may be recommended by the Architect from time to time.

9.3 Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided which are into inferior to the standard as mentioned in the Building Laws.

9.4 The Developer shall install erect in the said building at the Developer's own costs standard new pump set, water storage tanks, overhead reservoirs, electric wiring fittings and other facilities as are required to be provided in a building having self contained units/floors/flats/spaces/shops/car parking space /s constructed for sale of flats herein on Ownership basis and as mutually agreed.

9.5 The Developer shall be authorized in the name of the Owner in so far as in necessary to apply for and entitlements and other allocations of or for cement, all types of steels, bricks other building materials and accessories allocable to the Owner for the construction of the building and to similarly apply for and obtain

temporary and permanent connections of water, drainage sewerage and/or other facilities, if any available to the new building and other inputs and facilities required for the construction of enjoyment of the building.

9.6. The Developer shall at its own costs and expenses and without creating any financial or other liability to the Owner, construct and complete the said proposed building in it various units/floors/flats/spaces/shops/ car parking space/s therein in accordance with the sanctioned building plan.

9.7. All costs, charges and expenses including architect's fees be discharged and paid by the Developer and the Owner will have no responsibility and/or liability in this Aspect to the Architect.

ARTICLE-X: COMMON FACILITIES

10.1 The Developer shall pay and bear all property taxes and other dues and out goings accruing due in respect of the said premises till the execution of this present agreement, the amount of which shall be adjusted and/or repayable by the Owner upon completion of the development work and the Developer shall pay and bear all property taxes and other dues and out goings as and from the date of this agreement till handover of the entire building i.e. Owner's and purchaser's allocation.

10.2 As soon as the building is completed, the Developer shall after obtaining completion certificate from the competent authority and drainage connection, give written notice to the Owner requiring the Owner to take possession of the Owner' allocation in the building. Then after 30 (thirty) days from the date of service of such notice and at all times there after the Owner shall be exclusively responsible for payment of taxes, rates, duties dues and other public out goings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owner' allocations, the said rates to be apportioned pro-rata with reference to the saleable space in the building if any are levied on the building as a whole.

10.3. The Owner and the Developer shall punctually and regularly pay for their

respective allocations the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owner and the Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses, and proceedings, whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by Owner or the Developer in this behalf.

10.4. Any transfer or any part of the Owner's Allocation of the new building shall be subject to the other provisions hereof and the respective transferee shall have to be responsible in respect of the space transferred, to pay the said rates and service charges for the common facilities in accordance with law.

10.5. If any one fails to pay maintenance charges in respect of his particular area in that event they/he should pay interest as would be mutually determined between the Owner and buyers of other flats.

10.6. The Owner shall not do any acts deeds Developer shall be prevented from completion of the said building, as per approved plan.

10.7. Both the Developer and Owner herein shall enjoy their respective allocations/portions in the said building under their respective allocations/portions in the said building under their occupation forever and after registration of conveyance shall hold with absolute right of alienation, transfer, gift etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

ARTICLE-XI: COMMON RESTRICTION

11.0 The Owner's allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the Developer's allocation in the building intended for common benefits of all occupiers of the building which shall include the follows:-

11.1 Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and

normal trade or activity not use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

11.2. 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 of the other in this behalf.

11.3. Neither party shall transfer or permit to transfer of their respective allocations or any portion thereof unless :-

- a. Such party shall have observed and performed all terms and conditions on their respective part to be observed and/or performed.
- b. The proposed transferee shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area of each of their respective possession.

11.4 Both parties shall abide by all law, bye-laws, rules and regulations of the Government, Statutory bodies and/or 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.

11.5 The respective allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particularly so as not to cause any damage the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from the against the consequence of any breach.

11.6 Neither party shall do or cause or permit to be done any act or thing which may render void and viable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from

and against the consequences of any reach.

11.7 No goods or other items shall be kept by the either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.

11.8. Neither party shall throw or accumulate any dirt, rubbish, waster or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.

11.9. Either of the parties shall permit other's agents with or without workmen and others at all reasonable times to enter into any upon the each party's allocation and each party thereof for the purpose of maintenance or repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/ or for the purpose of pulling down maintaining repairing and testing drains gas and water pipes and electric wires and for any similar purpose.

ARTICLE-XII: OWNER' OBLIGATIONS

12.1 The Owner doth hereby agree and covenant with the Developer not to cause any interference or hindrance in the lawful construction of the said building at the said premises by the Developer. If any unreasonable interference or hindrance is caused by the Owner or his agents servants representatives causing hindrance or impediment to such construction the Owner will be liable for damages.

12.2 The Owner doth hereby covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building at the said premises in favour of the intending buyers of units/ floors/flats/spaces/shops/car parking spaces in the said building. The Owner further gives undertaking for and on behalf of their agents, servants, representatives for similar act at their own liability and responsibility subject to

~~Assignment~~ of the Developer's obligation to the Owner as agreed upon herein.

12.3. The Owner doth hereby agreed and covenant with the Developer not to let out, grant, lease mortgage and/or charge or part with possession of the said premises or any portion thereof before the construction is completed without the consent in writing of the Developer on and from the date of execution of this Deed/Agreement.

12.4. The Owner herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction and sale of the said building save and except in case of any illegal acts and default of the Developer. It is recorded herein that the completion period of the proposed building shall be only 18 months from the date of sanction of the building plan. If the Developer fails to complete of the said proposed building within 18 months in that event the grace period of completing the construction is 6 months more. No further extension of time shall be allowed and time of completion shall be the essence of the contract.

12.5. The Owner herein undertake not to create any kind of chares or mortgages including that of equitable mortgage by depositing the title deeds of the said premises/lands or any portion thereof at any time during the subsistence of this agreements.

12.6 The Owner hereto without being influenced or provoked by anybody to hereby categorically avoid that as the Developer starts the construction of the said proposed building exclusively at his own cost arrangement and risk in as much as without having an financial participation and/or involvement on the part of the Owner hereto, the Owner henceforth for all times to come shall not raise any claim and/or press for any extra benefits and/or amount in terms of the General Power of Attorney although otherwise mentioned in thereof and the Developer shall be at liberty to receive any amount from any Purchaser/Purchasers in their own name and to appropriate the said sale proceeds of the units/floors/flats/spaces /shops/car parking of the said building with regard to its allocation at its sole discretion without having any attachment and/or share thereon of the Owner hereto. Be it recorded that the money collected by the Developer from the

~~purchaser/~~ purchasers shall not in any way fasten the Owner with any liability nor shall it create charge upon the said property or any part thereof.

12.7 The Owner shall construct a temple, measuring about 22' 6" (twenty two feet and six inches) in length and 11' 00" (eleven feet) in width, more or less, on the Southern Side of the said premises at his own cost, for the purpose of carrying the smooth function of the daily seva puja of the deities from the said temple.

ARTICLE-XIII: DEVELOPER'S OBLIGATIONS

13.1. The Developer doth hereby agrees and covenants with the Owner to complete the construction of the building within 18 months from the date of sanction of the building plan and the grace period of completing the construction is more 6 months. No extension of time shall be allowed under any circumstances whatsoever.

13.2. The Developer hereby agrees and covenants with the Owner not do any act deed or things whereby the Owner is prevented from enjoying selling assigning and/or disposing of any of the Owner' allocations in the building at the said premises.

13.3. The Developer doth hereby agree and covenant with the Owner not to transfer and/or assign the benefits of this agreement or any portion thereof to any party or parties without the consent in writing of the Owner.

13.4. The Developer hereby agrees covenants with the Owner not to violet or contravenes any of the provisions of rules applicable to the construction of the said building.

13.5. The Developer hereby agrees and covenants with the Owner not to part with possession of the Owner' Allocation or any portion thereof to any third party as agreed upon but the developer may deliver or part with possession of its allocated portion to any one, may enter into agreement with party or parties for sale of any part of its allocated portion in the building to be erected upon the said premises.

13.6 The Developer hereby agrees and covenants with the Owner of the Developer shall procure the completion certificate from concerned authority being Kamarhati Municipality before delivery of Owner's Allocation.

ARTICLE-XIV: OWNERINDEMNITY

14.1. The Owner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances on the part of the Owner provided the Developer performs and fulfills all the terms and conditions herein contained and/or in its part to be observed and performed.

ARTICLE-XV: DEVELOPER'S INDEMNITY

15.1. The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising of any sort of act of accident or omission or commission of the Developer in relation to the making of construction of the said building and the Developer also fully responsible if the construction fails down due to inferiority of the materials and other patent defects thereto.

15.2. The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the developer's action with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect there in.

ARTICLE-XVI: MISCELLANEOUS

16.1. The Owner and the Developer have entered into the Agreement purely as a contract on basis of this joint venture agreement and under any circumstances this shall not be stated as partnership and/or Associations or persons in between the Owner and the Developer.

16.2 Immediately after possession of premises, be given by the Owner, the Developer shall be entitled to start construction of the said building at the said premises in accordance with the sanctioned building plan.

16.3. The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions suits proceedings costs charges and expenses in respect thereof.

16.4. The Developer and/or his nominees and the Owner shall mutually frame scheme for the management and administration of the said building and/or common parts hereof the Owner hereby agree to abide by all the rules and regulations to be framed by any society/association/ holding/ organization and/or any other organization who will be in charge of such management of the affairs of the building and/or common parts thereof and hereby give their consent to abide by such rules and regulations it is made clear that the Owner of the respective units shall maintain the said building, after the handover possession to the prospective buyers by the Developer.

16.5. As and from the date of completion of the building the Developer and/or its transferees and the Owner and/or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth taxes and other taxes and maintenance charges payable in respect of their respective spaces.

16.6. The proposed building to be constructed by the Developer shall be made in accordance with the specifications morefully particularly mentioned and described in the **SCHEDULE "E"** hereunder written.

ARTICLE-XVII: FORCE MAJEURE

17.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations prevented by the existence of the "**Force Majeure**" and shall be suspended from the obligation during the duration of the "**Force Majeure**".

17.2. "**Force Majeure**" shall mean, flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act or commission beyond the control of the parties hereto.

ARTICLE - XVIII : PENAL CLAUSE

18.1 If the Developer fails and /or neglect to complete the construction of the said building within the time period stipulated herein (Time being considered as the essence of this contract) then the Developer or their nominee or nominees shall forthwith lose all the rights under this Agreement that is to say all such rights will be forfeited and this Agreement shall stand ipso facto cancelled and determined subject to the right of the Owner by reasons of the breach of the contract on the part of the Developer. In case of cancellation of this Agreement the nominee of the Developer with whom the Developer might have in the meantime entered into agreement for transfer of the Developer's Allocation in the building and might have received advanced/earnest money/ consideration money, shall have no right or cause of action against the Owner. Neither the nominee or nominees shall have any right over the area booked by them in the said premises and further that in such cases all the moneys paid by such nominees to the Developer shall be forfeited so far as the Owner are concerned and that the Owner be absolutely free from all nominee or nominees and the Owner shall have every right to enter into fresh contract with any other Developer or Developers or others for completion of the building **NOT WITHSTANDING** anything contained hereinabove the nominee or nominees of the Developer shall not lose entitlement to contain the areas booked by such nominee or nominees on conditions that further payment of the said building is made by such nominees or nominees proportionately either direct to the Owner or to the new Developer to be appointed by the Owner in place and stead of the present Developer.

18.2 Similarly, for any act, commissions on the part of the Owner, if the Developer is prevented from completing and/or unable to complete the construction of the said building in all respect within the stipulated period then and in that event the Developer shall have the right to claim damages and the Owner shall also remain bound to pay damages to the Developer as will be sustained by the Developer without raising any objection thereof **PROVIDED HOWEVER** this claim will not applicable to the Owner if they are constrained to take such actions for the lapse or acts of the Developer.

ARTICLE-XIX; JURISDICTION

19.1. The Courts (Civil & Criminal) shall have the jurisdiction to entertain and determine all actions suits and proceedings out of these presents between the parties hereto.

THE SCHEDULE "A" ABOVE REFERRED TO (Description of the said premises)

ALL THAT piece and parcel of bastu land measuring more or less 6 Cottahs 3 Chittacks presently vacant land which comprised in R.S. Dag Nos. 1915 and 1932, under R.S. Khatian No. 1192, J.L. No. 1, R.S. No. 12, Touzi No. 173, under Mouza- Ariadaha-Kamarhati under jurisdiction of the office of the Additional District Sub-Registrar at Belghoria within the municipal Limits of Kamarhati Municipality, under Ward No. 9, bearing holding No. 341, lying and situated at 1, Jogendra Nath Ghosal Road, P.O. Ariadaha, Kolkata- 700057 under Police Station- Belghoria, "Anandamayee Niketan" District- 24 Parganas (North), together with rights of easements facilities and amenities annexed thereto, which is butted and bounded as follows:

ON THE NORTH :-	by 12 ft wide Jogendra Nath Ghosal Road.
ON THE SOUTH :-	by the houses of Sailendra Nath Das Panja and Durga Charan Das Panja.
ON THE EAST :-	by the house of Sailendranath das Panja & a pond jointly shared
ON THE WEST :-	by the property of Durgacharan Das Panja and Haricharan Das Panja

THE SCHEDULE "B" ABOVE REFERRED TO (Owner's Allocation)

On completion of the proposed building in all respect by the Developer at his own cost and expenses, the Developer shall allocate and handover to the Owner the following accommodation:-

1. That the Present Owner will be entitled to get a share of 40% (forty

percent) of the entire complex to be constructed on the said property as per sanctioned plan to be sanctioned by the Authority Concerned in the said premises, excluding the portion of the temple to be constructed on the southern side in the said premises, which is more fully and particularly described in the SCHEDULE-A given herein together with all easements rights, facilities and amenities annexed to the proposed building along with undivided impartible proportionate share of the land, including common area, stair and lobby lying underneath, which includes as follows:

On the Ground Floor:- Total area measuring about 1240 Sq. Ft., more or less, covered area, which shall consist of garage and residential spaces of the proposed G + 3 storied building to be constructed.

(i) On the First Floor:-

- a) A residential flat measuring about 669 Sq. Ft., more or less, covered area on the south-east corner, consisting of two (2) bedrooms, one (1) dining-cum-drawing room, a kitchen, two (2) toilets and a balcony of the proposed G + 3 storied building to be constructed.
- b) A residential flat measuring about 672 Sq. Ft., more or less, covered area on the north-east corner, consisting of two (2) bedrooms, one (1) dining-cum-drawing room, a kitchen, two (2) toilets and a balcony of the proposed G + 3 storied building to be constructed.

(ii) After adjusting the area of the aforesaid flats from the total share of 40% the owner shall entitle to receive the remaining balance share from Second and Third floor.

2. The exclusive possession of the entire temple measuring about 22' 6" (twenty two feet and six inches) in length and 11' 00" (eleven feet) in width, more or less, to be constructed on the southern side of the said premises, the cost of which shall be borne by the owner exclusively, which the owner even after its completion shall have exclusive right and possession and save and except owner,

~~as other~~ co-owners and/or flat owners of the said to be constructed G + 3 storied building on the said premises, shall have the right over the said temple

THE SCHEDULE "C" ABOVE REFERRED TO

(Developer's Allocation)

Excluding the Owner's Allocation, the Developer is entitled to get the remaining portion of the building to be constructed as per sanction plan which is to be sanctioned by the competent authority upon the land mentioned in the SCHEDULE "A" premises as hereinabove mentioned together with undivided impartible proportionate share of the land including common facilities and amenities available to the said premises.

THE SCHEDULE "D" ABOVE REFERRED TO

(Common Areas/Portions)

1. Entrance and exits to the said premises and the proposed building.
2. Boundary walls and main gate of the said premises and proposed building.
3. Ultimate Roof Top of the proposed building.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use).
5. Space underneath the stairs of the ground floor where meters will be installed and electrical wiring and other fittings (excluding only those as are to be installed within the exclusive area of any flat and / or exclusively for its use).
6. Staircase and staircase landings, lobbies on all the floors, entrance lobby, darwan's room.

7. Lift facility on the entire complex for all floors.
8. Water supply system water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Building.
9. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said premises and the said Building as are necessary for passage and user of the flats / units in common by the co-Owner.
10. Land underneath of the proposed building.
11. Common bath cum privy in the ground floor of the proposed building.

THE SCHEDULE "E" ABOVE REFERRED TO

(Common expenses)

On completion of the building, the Owner, the Developer and their nominees including the intending Purchasers shall regularly and punctually pay proportionate share of the common expenses as fully described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said Building including the outer and external walls of the said Building;
- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.;

- c) All charges and deposits for supplies of common utilities to the Co-owner in common;
- d) Municipal Tax, water tax and other levies in respect of the said Premises and the proposed Building save those separately assessed on the Purchasers;
- e) Costs of formation and operating the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) Electricity charges for the electricity the operation of common services;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the Co-owner in common;

**THE SCHEDULE "F" ABOVE REFERRED TO WORK
SCHEDULE/SPECIFICATION**

Sl.No.	Item	Description
1.	R.C.C. FRAME WORK STRUCTURE	Concrete Mix (1: 2: 4) cement, sand & stone chips.
2.	BRICK WORK	All exterior brickwork and walls shall be 8" thick 85 all internal walls shall be 3" thick erected in Cement Mortar Ratio of (1: 5) except the staircase interior walls and separating walls between tenements will be 5" thick. Bricks shall be of 1st class grade

FLOOR SKIRTING & DADO

(a) Vitrified tiles flooring to be laid on all rooms and to skirting 4" high.

(b) Kitchen to have marble flooring (as per discretion of the Developer) and ceramic tiles on walls finished up to 4' from cooking top all round the topping.

(c) Toilets to have vitrified tiles flooring (as per discretion of the Developer) with dado of ceramic tiles up to height of 6' from the floor level.

4. PLASTER

All external plaster shall be 3/4" thick average and all internal plaster shall be of 1/2" thick average of cement mortar ratio being 1:5.

5. DOORS

(a) Main entrance shall have Flush door and others will be of flash door on Sal wood frame and fitted with a peep hole, one 8" long tower bolt from inside, one handle from outside.

(b) All other entrances shall have flush door with painted finish on both surface and hung on Sal wood frame and fitted with one 6" long tower bolt inside and one hatch bolt outside.

6. WINDOWS

All windows to be of Aluminum frame fitted with 3 mm glass panels with mild steel grills of 10 mm thick square bars.

PAINTS

The building shall be painted externally with weather coat and internally with putty.

8. STAIRCASE ROOM

(a) Space for electric meter & Pumps shall be provided.

(b) Stair room shall be provided with light and ventilation.

(c) M.S. Grill stair railing to be provided with wooden hand rail.

(d) Flooring of Staircase: Marble flooring to be laid and to skirting 6" high.

9. LIFT

One four (4) passenger lift will be provided

10. SANITARY
& PLUMBING

All plumbing lines shall be concealed

11. TOILETS

(a) One shower.

(b) One No. of Tap with Hot & Cold Mixture in the main toilet.

(c) One water closet of white colour)

(d) One washbasin of white colour with taps (One toilet)

(e) Geiser Point.

12. KITCHEN

(a) One sink with tap.

(b) 2 ft. wide marble working top as in layout.

13. WATER SUPPLY

(a) Water Reservoir will be provided at the Roof top.

(b) Suitable electric pump will be installed at the G.F. to deliver water to overhead water reservoir from G.F. water reservoir.

14. ELECTRICAL
INSTALLATION

(a) One suitable electrical connection and meter from concerned electricity company For the entire building. Separate meter for individual flat at purchaser cost and persuasion.

(b) One fan point, Two light points, and one Samp plug point in bed rooms.

(c) Only one air condition point at the master-bedroom

(d) Three light points, Two fan points, Two 5 Amp plug points in the living and dining room.

(e) One light point and one exhaust fan point and one 5 Amp point in kitchen.

(f) One light point and one exhaust fan point in each toilet.

(g) All electrical lines will be as per

PRATHAM CONSTRUCTION
Partner

existing regulation shall be concealed.

(b) MCB/MCCB will be provided adequately depending on the electrical distribution system. (i) A.C. Point (Extra charges).

15. ROOF

(a) A 3'-0" high parapet wall shall be erected as per elevation all round the roof slab.

(b) Suitable 4" dia. PVC pipes shall be provided for proper drainage of rain water.

16. COMPOUND

(a) Compound will be paved where required.

(b) 5'-0" high boundary wall will be erected all round.

(c) One M.S. Grill gate shall be provided.

(d) Garage Floor is to be provided with light points.

MAKE OF MATERIALS

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Flooring:

- Vitrified tiles flooring to be laid on all rooms and to skirting 4" high.

Electrical

- All switches and sockets of standard quality and wire will be of ISI standard.

Doors

- All doors finished will be of primer.

Windows

- Aluminum frame of suitable section and glass fitted in pallas which are suitable.

Bathrooms

- Sanitary FittingsHind Ware / Parry Ware
- Plumbing Fittings.....Essco / Jaquar or same
- FlooringVitrified Tiles
- Tiles.....Standard Quality

Kitchen

- Steel Sink..... Standard Quality
- Flooring.....Marble
- Tiles..... Standard Quality
- Topping.....Marble

IN WITNESS WHEREOF the **PARTIES** have put their respective signature on the day, month and year first above written.

SIGNED SEALED & DELIVERED by the **PARTIES** at Kolkata in the Presence of:-

WITNESSES:

1. *Pranay Das*
Prachal Bhat
KG-51

PRATHAM CONSTRUCTION

Partner

Anjan Majumdar

Signature of the

Representative of the **OWNER**
(Ramesh Chandra Majumdar)

2. Dipanjan Datta
 Attached Bids
 Kd 57

PRATHAM CONSTRUCTION
 1. Anil Das Gupta

PRATHAM CONSTRUCTION
 2. Biswanath Das

PRATHAM CONSTRUCTION
 3. Samir Kumar Ray

PRATHAM CONSTRUCTION
 4. Partha Sarathi Guha

Signature of the **DEVELOPER**

**Drafted by and Prepared
 in the Office of:-**

Ankita Das Chakraborty

ANKITA DAS CHAKRABORTY
 ADVOCATE,
 HIGH COURT CALCUTTA
 WB No. 1941/2011

MEMO OF CONSIDERATION

Received from the within-named DEVELOPER the within-mentioned sum of Rs. 5,00,000/- (Rupees Five Lacs) only, an interest free refundable security deposit, under the particulars given herein below, for the above scheduled property.

SL. NO.	MODE OF PAYMENT	AMOUNT
1.	By Cheque No. 000004, Dated 28-02-2019, Drawn On HDFC Bank, B.T Road Branch,	Rs. 5,00,000/-
	TOTAL	Rs. 5,00,000/-
	(RUPEES FIVE LACS ONLY)	

WITNESSES:

2.

Anjan Majumdar

Signature of the

Representative of the **OWNER**

(Rameswar Mahadev SV)

PRATHAM CONSTRUCTION

Partner



Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - I NORTH 24-PARGANAS, District Name : North 24-Parganas

Signature / LTI Sheet of Query No/Year 15010001667289/2019

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category		Finger Print	Signature with date
1	ANJAN MAJUMDAR 1, JOGENDRA NATH GHOSAL ROAD, P.O.- ARIADHA, P.S.- Belgharia, District:-North 24-Parganas, West Bengal, India, PIN - 700057	Represent ative of Land Lord [SRI SRI RAMESW AR MAHADE V JEW]			Anjan Majumdar 02-11-19
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	AMIT DASGUPTA 855/1, B.C. CHATTARJEE STREET, PRANTIK APARTMENT,, Block/Sector: C, Flat No: 16, P.O.- BELGHARIA, P.S.- Belgharia, District:- North 24-Parganas, West Bengal, India, PIN - 700056	Represent ative of Developer [PRATHA M CONSTR UCTION]			Amit Dasgupta 02.11.19

PRATHAM CONSTRUCTION

Samin Kumar Ray
Partner

i. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category		Finger Print	Signature with date
3	BISWANATH DEB 53, RAJKUMAR MUKHERJEE ROAD, P.O:- BARANAGAR, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700018	Representative of Developer [PRATHAM CONSTRUCTION]			<i>Biswanath Deb</i> 2.11.19
4	SAMIR KUMAR ROY D/3, LAKE VIEW PARK, P.O:- ISI, P.S:- Baranagar, District:- North 24-Parganas, West Bengal, India, PIN - 700018	Representative of Developer [PRATHAM CONSTRUCTION]			<i>Samir Kumar Roy</i> 02/11/19
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
5	PARTHA SARATHI GUHA BATANAGAR NUNGI, CHATTARJEE PARA, P.O:- BATANAGAR, P.S:- Maheshtala, District:- South 24-Parganas, West Bengal, India, PIN - 700140	Representative of Developer [PRATHAM CONSTRUCTION]			<i>Partha Sarathi Guha</i> 2.11.19

PRATHAM CONSTRUCTION
Samir Kumar Roy
 Partner

Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	PRANAY KUMAR DAS Son of Late GIRENDRA CHANDRA DAS BARASAT COURT, P.O.- BARASAT, P.S.- Barasat, District-North 24-Parganas, West Bengal, India, PIN - 700124	ANJAN MAJUMDAR, AMIT DASGUPTA, BISWANATH DEB, SAMIR KUMAR ROY, PARTHA SARATHI GUHA			 2-11-19

(Satyajit Biswas)

DISTRICT SUB-
REGISTRAR

OFFICE OF THE D.S.R. - I
NORTH 24-PARGANAS
North 24-Parganas, West
Bengal

PRATHAM CONSTRUCTION


Partner

Major Information of the Deed

Deed No :	I-1501-09450/2019	Date of Registration	11/11/2019
Query No / Year	1501-0001667289/2019	Office where deed is registered	
Query Date	31/10/2019 3:52:47 PM	D.S.R. - I NORTH 24-PARGANAS, District: North 24-Parganas	
Applicant Name, Address & Other Details	Gopal Saha Barasat, District : North 24-Parganas, WEST BENGAL, PIN - 700124, Mobile No. : 8777672171, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 5,00,000/-	Rs. 64,65,934/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article 45(g))	Rs. 5,053/- (Article E, E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S.- Belgharia, Municipality: ARIADAH KAMARHATI, Road: Jogendranath Ghoshal Road, Mouza: Ariadaha, JI No: 0, Pin Code : 700057

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1915	RS-1192	Bastu	Bastu	3 Katha 1 Chatak 22.5 Sq Ft	2,50,000/-	32,32,967/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road.
L2	RS-1932	RS-1192	Bastu	Bastu	3 Katha 1 Chatak 22.5 Sq Ft	2,50,000/-	32,32,967/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road.
		TOTAL :			10.2094Dec	5,00,000 /-	64,65,934 /-	
		Grand Total :			10.2094Dec	5,00,000 /-	64,65,934 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SRI SRI RAMESWAR MAHADEV JEW 1, JOGENDRANATH GHOSAL ROAD, P.O:- ARIADAH, P.S:- Belgharia, District:-North 24-Parganas, West Bengal, India, PIN - 700057 , PAN No.: BBXPM5090H,Aadhaar No Not Provided by UIDAI, Status : Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	PRATHAM CONSTRUCTION 153, B.T. ROAD RANGOLI BUILDING, 3rd FLOOR, P.O:- GH, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700108 , PAN No.:: AAVFP9627M,Aadhaar No Not Provided by UIDAI, Status : Organization, Executed by Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ANJAN MAJUMDAR (Presentant) Son of Late ARABINDA MAJUMDAR 1, JOGENDRA NATH GHOSAL ROAD, P.O:- ARIADAH, P.S:- Belgharia, District:-North 24-Parganas, West Bengal, India, PIN - 700057, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BBXPM5090H,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SRI SRI RAMESWAR MAHADEV JEW (as SEBAIT)
2	AMIT DASGUPTA Son of Late BIMAL DASGUPTA 855/1, B.C. CHATTARJEE STREET, PRANTIK APARTMENT,, Block/Sector: C, Flat No: 16, P.O:- BELGHARIA, P.S:- Belgharia, District:-North 24-Parganas, West Bengal, India, PIN - 700056, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGGPD5790E,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : PRATHAM CONSTRUCTION (as DEVELOPERS)
3	BISWANATH DEB Son of Late JAGADISH CHANDRA DEB 53, RAJKUMAR MUKHERJEE ROAD, P.O:- BARANAGAR, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700018, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADTPD6982G,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : PRATHAM CONSTRUCTION (as DEVELOPERS)
4	SAMIR KUMAR ROY Son of Shri SUNIL KUMAR ROY D/3, LAKE VIEW PARK, P.O:- I S I, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700018, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGJPR8408C,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : PRATHAM CONSTRUCTION (as DEVELOPERS)
5	PARTHA SARATHI GUHA Son of Shri MANOJ KUMAR GUHA BATANAGAR NUNGI, CHATTARJEE PARA, P.O:- BATANAGAR, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700140, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AYOPG0419M,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : PRATHAM CONSTRUCTION (as DEVELOPERS)

Identifier Details :

Name	Photo	Finger Print	Signature
PRANAY KUMAR DAS Son of Late GIRENDRA CHANDRA DAS BARASAT COURT, P.O:- BARASAT, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700124			
Identifier of ANJAN MAJUMDAR, AMIT DASGUPTA, BISWANATH DEB, SAMIR KUMAR ROY, PARTHA SARATHI GUHA			

PRATHAM CONSTRUCTION

Partner

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	SRI SRI RAMESWAR MAHADEV JEW	PRATHAM CONSTRUCTION-5.10469 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	SRI SRI RAMESWAR MAHADEV JEW	PRATHAM CONSTRUCTION-5.10469 Dec

Endorsement For Deed Number : I - 150109450 / 2019

On 01-11-2019

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 64,65,934/-


Satyajit Biswas
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I NORTH 24-
PARGANAS
North 24-Parganas, West Bengal

On 02-11-2019

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

Presented for registration at 11:10 hrs on 02-11-2019, at the Private residence by ANJAN MAJUMDAR, ..

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

Execution is admitted on 02-11-2019 by ANJAN MAJUMDAR, SEBAIT, SRI SRI RAMESWAR MAHADEV JEW, 1, JOGENDRANATH GHOSAL ROAD, P.O:- ARIADAH, P.S:- Belgharia, District:-North 24-Parganas, West Bengal, India, PIN - 700057

Identified by PRANAY KUMAR DAS, , Son of Late GIRENDRA CHANDRA DAS, BARASAT COURT, P.O: BARASAT, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Execution is admitted on 02-11-2019 by AMIT DASGUPTA, DEVELOPERS, PRATHAM CONSTRUCTION (Partnership Firm), 153, B.T. ROAD RANGOLI BUILDING, 3rd FLOOR, P.O:- GH, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700108

Identified by PRANAY KUMAR DAS, , Son of Late GIRENDRA CHANDRA DAS, BARASAT COURT, P.O: BARASAT, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Execution is admitted on 02-11-2019 by BISWANATH DEB, DEVELOPERS, PRATHAM CONSTRUCTION (Partnership Firm), 153, B.T. ROAD RANGOLI BUILDING, 3rd FLOOR, P.O:- GH, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700108

Identified by PRANAY KUMAR DAS, , Son of Late GIRENDRA CHANDRA DAS, BARASAT COURT, P.O: BARASAT, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Execution is admitted on 02-11-2019 by SAMIR KUMAR ROY, DEVELOPERS, PRATHAM CONSTRUCTION (Partnership Firm), 153, B.T. ROAD RANGOLI BUILDING, 3rd FLOOR, P.O:- GH, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700108

Indefied by PRANAY KUMAR DAS, ., Son of Late GIRENDRA CHANDRA DAS, BARASAT COURT, P.O. BARASAT, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Execution is admited on 02-11-2019 by PARTHA SARATHI GUHA, DEVELOPERS, PRATHAM CONSTRUCTION (Partnership Firm), 153, B.T. ROAD RANGOLI BUILDING, 3rd FLOOR, P.O:- GH, P.S.- Barasat, District -North 24-Parganas, West Bengal, India, PIN - 700108

Indefied by PRANAY KUMAR DAS, ., Son of Late GIRENDRA CHANDRA DAS, BARASAT COURT, P.O. BARASAT, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

h02
Satyajit Biswas
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I NORTH 24-
PARGANAS
North 24-Parganas, West Bengal

On 05-11-2019

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,053/- (B = Rs 5,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 5,053/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 01/11/2019 12:57PM with Govt. Ref. No: 192019200088446921 on 01-11-2019, Amount Rs: 5,053/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKL0986051 on 01-11-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by by online = Rs 9,921/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 01/11/2019 12:57PM with Govt. Ref. No: 192019200088446921 on 01-11-2019, Amount Rs: 9,921/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKL0986051 on 01-11-2019, Head of Account 0030-02-103-003-02

h02
Satyajit Biswas
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I NORTH 24-
PARGANAS
North 24-Parganas, West Bengal

PRATHAM CONSTRUCTION

Partner

On 11-11-2019

Certificate of Admissibility (Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number 48 (g) of Indian Stamp Act 1899.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100/-

Description of Stamp

1. Stamp: Type: Impressed; Serial no 188636, Amount: Rs 100/-, Date of Purchase: 11/01/2019, Vendor name: S Chatterjee

Satyajit Biswas
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I NORTH 24-
PARGANAS
North 24-Parganas, West Bengal

PRADHAM CONSTRUCTION

Samin Kumar
Partner

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1501-2019, Page from 280368 to 280434

being No 150109450 for the year 2019.



Digitally signed by SATYAJIT BISWAS
Date: 2019.11.21 13:35:31 +05:30
Reason: Digital Signing of Deed.

(Satyajit Biswas) 21-11-2019 13:35:23
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I NORTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)