

06/6/22

V/C NO-1761/22
I-8696/22

T. 6/6/22
6091/2047



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AG 740843

20/04/22
9.00
Q-2/1093088

[Faint, illegible text]

District Sub-Registrar
Alipore, South 24-parganas
07/06/2022

DEED OF DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT made on this the **20th day of April 2022** BETWEEN **SMT MIRA RANI SAHA** alias **MIRA SAHA** (PAN NO.MUKPS0090J & AADHAAR NO.3002-4097-4927) wife of Late Sunil Kumar Saha by faith Hindu, by occupation House-wife by Nationality Indian permanently residing at Garia Station Road, Madhya Balia, P.S. Narendrapur, P.O. Panchashayer, Kolkata-700084 hereinafter referred to as the **OWNER** (which term or expression shall unless included by or repugnant to the context be deemed to mean and include her respective heirs, executors, legal representatives and / or assigns) of the the **ONE PART/FIRST PART** .

Contd.....Pg/2.

A N D

"M/S. TIRUPATI ENTERPRISE" (PAN NO.AAQT6581M) a partnership firm, having its office at 1261, Survey Park, P.O. :- Santoshpur, P.S.: -Survey Park, Kolkata-700 075 being represented by its partners **(1) SRI KISHORE KUMAR GHOSH** (PAN NO.AGXPG5967D & AADHAAR NO. 2505-1568-5462) son of Sri Anil Chandra Ghosh residing at 2081, Chak-Garia, E-14, Sammilani Park, P.O.: - Santoshpur, P.S.: -Survey Park, Kolkata-700 075 and **(2) SRI SUMAN KUMAR GHOSH** (PAN NO. AZEPG3733F & AADHAAR NO. 9940-1697-3095) son of Sri Ajit Kumar Ghosh, residing at 1261, Survey Park, P.S. Survey Park, Kolkata-700075, both by faith Hindu, both by occupation : Business, both by national Indians, hereinafter referred to as the **PROMOTER/ BUILDER/ DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its respective successors – in office interest, executors, legal representatives and / or assigns) of the **OTHER PART/SECOND PART.**

WHEREAS one Sri Mangal Das Naskar son of Late Nabin Chandra Naskar as absolute owner of land measuring 50 decimal under Mouza Tentulberia, Pargana Medenmollah, J.L. No. 44, R.S.No. 8, Touzi No. 271, C.S. Kh.No. 236, R.S. Kh. No. 187, C.S. Dag No. 221, R.S. Dag No. 71 sold and transferred to Sri Kalicharan Mondal son of Late Ram Narayan Mondal on 26-06-1943 which was registered at S.R. Baripur, recorded in Book No. I, for the year 1943 with valuable consideration mentioned therein.

AND WHEREAS Sri Kalicharan Mondal son of Late Ram Narayan Mondal as absolute owner of land measuring 50 decimal by way of purchased thereafter sold and transferred 50 decimal Sali land under Mouza Tentulberia, Pargana Medenmollah, J.L. No. 44, R.S.No. 8, Touzi No. 271, C.S. Kh.No. 236, R.S. Kh. No. 187, C.S. Dag No. 221, R.S. Dag No. 71 to Sri Atul Krishna Mondal son of Late Baikhuntha Nath Mondal which was registered at DR Alipore recorded in Book No. I, Volume No. 72, pages from 78 to 80 being No. 3296 for the year 1952.

AND WHEREAS Sri Atul Krishna Mondal while enjoying his possession sold and transferred 8¼ decimal demarcated Sali land out of 50 decimal under Mouza Tentulberia, Pargana Medenmollah, J.L. No. 44, R.S.No. 8, Touzi No. 271, C.S. Kh.No. 236, R.S. Kh. No. 187, C.S. Dag No. 221, R.S. Dag No. 71 to Smi Mira Rani Saha wife of Late Sunil Kumar Saha which was registered at S.R Sonarpur recorded in Book No. I, Volume No. 24, pages from 116 to 120 being No. 1416 for the year 1978.

AND WHEREAS thus the owner herein Smi Mira Rani Saha wife of Late Sunil Kumar Saha by virtue of the aforesaid purchase thus owned seized and possessed of and / or otherwise well sufficiently entitled to Bastu Land measuring 8¼ decimal more or less under Mouza Tentulberia, Pargana Medenmollah, J.L. No. 44, R.S.No. 8, Touzi No. 271, C.S. Kh.No. 236, R.S. Kh. No. 187, C.S. Dag No. 221, R.S. Dag No. 71 presently L.R. Dag No. 76 and L.R. Kh. No. 1588, P.S. Sonarpur Now Narendrapur, District –South 24-Parganas, Kolkata-700094 with every rights, title interest over the said property without interruption, claim and whatsoever and mutated her names in the records of Rajpur Sonarpur Municipality as Holding No. 1810, Srinagar, P.S. Sonarpur now Narendrapur, P.O. Panchasayar, being Assessee No. 1104303008302, Kolkata-700094.

AND WHEREAS the owner while enjoying and possessing the entire Bastu land measuring 8¼ decimal more or less the first party herein **SMT MIRA RANI SAHA** alias **MIRA SAHA** decided to develop the said Bastu land through **M/s. Tirupati Enterprise** a partnership firm, having its office at 1261, Survey Park, P.O. :- Santoshpur, P.S.: -Survey Park, Kolkata-700 075 being represented by its partners **(1) SRI KISHORE KUMAR GHOSH** (PAN NO.- AGXPG5967D & AADHAAR NO. 2505-1568-5462) son of Sri Anil Chandra Ghosh residing at 2081, Chak-Garia, E-14, Sammilani Park, P.O.: - Santoshpur, P.S.: -Survey Park, Kolkata-700 075 and **(2) SRI SUMAN KUMAR GHOSH** (PAN

NO. AZEPG3733F & AADHAAR NO. 9940-1697-3095) son of Sri Ajit Kumar Ghosh, residing at 1261, Survey Park, P.S. Survey Park, Kolkata-700075.

AND WHEREAS this day on signing of this agreement **Smt Mira Rani Saha** alias **Mira Saha** handedover the Original Deed Being No. 1416 for the year 1978, Certified Copy of previous link Deeds being No. 3723 and 3296 for the year 1943 and 1952 respectively, Rajpur Sonarpur Municipality original Mutation Certificate and Assessment Book Copy, Rajpur Sonarpur Municipality original up-to-date Tax Bill, Original BLL&RO Khajna Receipt No.2307558 dated 31/12/2021 and present L.R. of the said bastu land under Mouza Tentulberia, Pargana Medenmollah, J.L. No. 44, R.S.No. 8, Touzi No. 271, C.S. Kh.No. 236, R.S. Kh. No. 187, C.S. Dag No. 221, R.S. Dag No. 71 presently L.R. Dag No. 76 and L.R. Kh. No. 1588 P.S. Sonarpur, District –South 24-Parganas, Rajpur Sonarpur Municipality Holding No. 1810, Srinagar, P.S. Sonarpur now Narendrapur, P.O. Panchasayar, being Assessee No. 1104303008302, Kolkata-700094 for original verification for plan sanction, and for the intending purchaser/sand for the construction of multi-storied buildings according to modern test, design and architecture in accordance with the building plan of Rajpur- Sonarpur Municipality.

AND WHEREAS the Owner herein **Smt. Mira Rani Saha** alias **Mira Saha** finally developing the said aforesaid Schedule-A property, by the Promoter/Builder/Developer **M/s. Tirupati Enterprise** a partnership firm, having its office at 1261, Survey Park, P.O. :- Santoshpur, P.S.:-Survey Park, Kolkata-700 075 being represented by its partners **(1) SRI KISHORE KUMAR GHOSH** and **(2) SRI SUMAN KUMAR GHOSH** and approached the said Promoter / Builder /Developer to enter into a Registered Development Agreement for development of the said property lying situate at Rajpur Sonarpur Municipality Holding No. 1810, Srinagar, P.S. Sonarpur now Narendrapur, P.O. Panchasayar, being Assessee No. 1104303008302, Kolkata-700094 Ward No. 01, under Mouza Tentulberia, Pargana Medenmollah, J.L. No. 44, R.S.No. 8, Touzi No. 271, C.S. Kh.No. 236, R.S. Kh. No. 187, C.S. Dag No. 221, R.S. Dag No. 71 presently L.R. Dag No. 76, and L.R. Kh: No. 1588 P.S. Sonarpur at present Narendrapur, District –South 24-Parganas, Kolkata-700094 morefully and particularly described in the **SCHEDULE-A** hereunder written (hereinafter referred to as the said Schedule-A property).

AND WHEREAS on or before execution of these presents the **OWNERS** have represented to the **PROMOTER/BUILDER/DEVELOPER** as follows:-

1. That the said Schedule-A property belongs only to the owners and none, other than the owners, has any right, title, interest or claim there over. The Owners are fully entitled to deal with the said Schedule-A property in any manner whatsoever and/or howsoever they think fit and proper. There is no existence of any development agreement in connection with the Schedule-A Property.
2. The abstract of title of the Owner to the said Schedule-A property as also the recitals herein above are all true and correct.
3. The said Schedule-A Property, is free from all encumbrances and except the Owner no one else has/have any right title, interest claim of any nature whatsoever in the said schedule-A property.
4. The Owner shall clear all the Municipality taxes, arrear dues in respect of the said schedule-A property till the date of handover of vacant possession thereof the Promoter/Builder/Developer.
5. There are no suits and/or legal proceeding and/or litigations pending in any Court of Law involving the question of title to the said schedule-A Property or any part thereof and/or involving the owner, to the knowledge of owner, in relation and/or in respect of the schedule-A property.

6. The Owner hereby indemnify the Promoter/Builder/Developer that in the event any litigation arises in respect and/or in relation to and/or concerning the said Schedule-A property due to any acts or omissions on the part of the owners shall settle all the disputes at her own costs and expenses.
7. The terms in the these presents shall unless contrary or repugnant to the context, mean and include the followings :-
 - 7.1. Said Schedule-A property shall mean and include Rajpur Sonarpur Municipality Holding No. 1810, Srinagar, P.S. Sonarpur now Narendrapur, P.O. Panchasayar, being Assessee No. 1104303008302, Kolkata-700094, under Mouza Tentulberia, Pargana Medenmollah, J.L. No. 44, R.S.No. 8, Touzi No. 271, C.S. Kh.No. 236, R.S. Kh. No. 187, C.S. Dag No. 221, R.S. Dag No. 71 presently L.R. Dag No. 76, and L.R. Kh. No. 1588 P.S. Sonarpur at present Narendrapur, District -South 24-Parganas, Kolkata-700094.
 - 7.2. **DEVELOPMENT AGREEMENT** shall mean this agreement with such modification and/or alteration and/or supplementary agreement as may be mutually agreed upon in writing.
 - 7.3. **PROMOTER/BUILDER/DEVELOPER** shall mean and include the **Promoter/ Builder /Developer** herein as more fully describe hereinabove and its representatives, successors in interest.
 - 7.4. **PLAN** shall mean the plan to be sanctioned by the Rajpur Sonarpur Municipality with such modification and/or alteration as may be required or which may be made and prepared by the Promoter/Builder/Developer from time to time for the purpose of construction and erection of building on the said properties.
 - 7.5. **BUILDING** shall mean ground plus two storied building, or such stories as shall be sanctioned by Rajpur Sonarpur Municipality, to be constructed on said schedule-A property, in accordance the plan with modifications thereto, consisting of self-contained flats/apartments/ units/ constructed spaces/cars parking space, capable of being held and/or transferred and /or used and enjoyed independently of each other.
 - 7.6. **ARCHITECT** shall mean such person who may be appointed by the DEVELOPER for the purpose of undertaking the preparation and/or modification of the said plan and also for carrying out the supervision and management of the construction of the said building to be constructed at the said properties.
 - 7.7. **SPECIFICATIONS** shall mean the specifications of the materials to be used in course of construction of the said building more fully described in the schedule-B hereunder written.
 - 7.8. **FORCE MAJEURE** shall mean strike, earthquakes, civil commotion, pandemic situation, natural calamities, pandemic situation or other irresistible forces and/or any other circumstances beyond the control of the Promoter/Builder/Developer and/or for which the Promoter/Builder / Developer is not responsible.
 - 7.9. Word importing singular shall include plural and vice versa. Words importing masculine gender shall include feminine gender and neuter gender likewise words importing feminine and neuter gender shall include masculine and neuter gender and similarly words importing neuter gender shall include masculine and feminine genders.
 - 7.10. **ADVOCATE** shall mean any other Advocates as the DEVELOPER may appoint time to time in future.
 - 7.11. **BUILT UP AREA:** shall mean the area measuring at floor level of any Flat/unit taking the external dimension of the flat /unit including the area of balconies thereto including the walls separating one unit from the other of which 50% only to be added with proportionate share of Stair, Lift and lobby plus both Stair head rooms.

8. **DEVELOPMENT RIGHT AND COMMENCEMENT :**

This agreement has commenced on and with effect from the date of execution of this indenture and shall remain valid till such time the entire work of construction of flats/ cars parking is completed at the properties by the Promoter/Builder/Developer and possession thereof handed over to the OWNER as per OWNER'S allocation

mentioned herein, and to prospective buyers of under Promoter's/Builder's/Developer's allocation as mentioned herein.

9. CONTRACT:

In consideration of the various terms and conditions herein after provide and subject to the terms and conditions as are herein contained, whereby and where under the Promoter/ Builder/Developer shall be entitled to and is hereby authorized and empowered to construct, erect and complete the said building in accordance with the plan to be sanctioned by Rajpur Sonarpur Municipality and/or as modified and /or revalidated from time to time (hereinafter referred to as the said plan) and enter into Agreement for Sale or Registered Agreement for sale with the intending purchaser/s and receive money partly or fully and the OWNER has hereby granted delivery of possession of the said schedule-A property to the Promoter/ Builder/ Developer.

10. PLAN AND LICENSE :

10.1. The Promoter/Builder/Developer at its own costs shall cause the said map or plan to be prepared, sanctioned, modified, re-validated, if required and the Promoter/ Builder/ Developer shall be entitled to obtain all necessary permission approved and /or sanctions as may be necessary or be required from time to time.

10.2. The OWNER hereby authorize the Promoter/Builder/Developer and also agree to sign all maps, plans, applications and all other necessary papers as may be required from time to time to enable the Promoter to obtain the modification plan or getting the said plan re-validated and/or to obtain all necessary permission and/or approvals and/or sanctions as may be necessary or be required from time to time.

11. CONSTRUCTION :

11.1. The OWNER hereby authorize and empower the Promoter/Builder/Developer, and the Promoter/ Builder/ Developer hereby agrees and undertakes to construct erect and complete the said building in accordance with the said sanctioned plan with all internal and external services amenities fitting and fixtures etc, upon demolition of existing structures thereat, at the cost, risk and responsibility of the developer.

11.2. It is hereby agreed by and between the parties hereto that the said building shall be constructed erected and completed in accordance with the specifications more fully and particularly described in the schedule-B hereunder written and as may be approved by the Architect.

12. COST OF CONSTRUCTION AND COMPLETION :

12.1. The entire cost of construction, erection, amenities in connection with construction, erection and completion of the said building, to be constructed on the said schedule-A Property shall be borne by the Promoter/ Builder/Developer. Such costs shall, inter alia, include costs of all overheads regarding construction, price rise in the cost of materials used for construction, fees payable to the Rajpur Sonarpur Municipality, Architects and Engineers in respect of the construction, costs for the purpose of obtaining licenses. The OWNER shall not be required and/or liable to contribute any amount on any of the aforesaid account.

12.2. Unless prevented by any authority or any Government agency or by an order of any competent court of law and/or any circumstances beyond the control of the Promoter / Builder /Developer, the Promoter/ Builder/ Developer shall complete the said building within 20 (twenty) months from the dated of plan sanction. The said period may be extended for a further period of six months if the situations demands.

13. OWNER'S SHARE AND ALLOCATIONS :

- a. The Owner herein Smt Mira Rani Saha alias Mira Saha entitled to 48 % Construction area of sanction plan consist of 04 Nos. of Flats including proportionate share of Stair with lobby plus stair head rooms and 48% of Car Parking space as per followings with all easementary right attached thereto being Rajpur

Sonarpur Municipality Holding No. 1810, Srinagar, P.S. Sonarpur now Narendrapur, P.O. Panchasayar, being Assessee No. 1104303008302, Kolkata-700094, under Mouza Tentulberia, Pargana Medenmollah, J.L. No. 44, R.S.No. 8, Touzi No. 271, C.S. Kh.No. 236, R.S. Kh. No. 187, C.S. Dag No. 221, R.S. Dag No. 71 presently L.R. Dag No. 76, and L.R. Kh. No. 1588 P.S. Sonarpur at present Narendrapur, District -South 24-Parganas, Kolkata-700094.

Floor	Type	FLAT NO	Facing	Built Up Area In Sq.ft
Ground	2-BHK	Gr-A	NORTH-WEST- SOUTH	552 Sq.Ft
First	2-BHK	1-B	NORTH-WEST- SOUTH	607 Sq.Ft
Second	2-BHK	2-A	NORTH-WEST- SOUTH	552 Sq.Ft
Second	2-BHK	2-C	SOUTH-EAST	558 Sq.Ft
Ground	48%	—	Parking	69 Sq.ft

- b. That the owner shall be entitled to sale, transfer or dispose of or otherwise deal with the owner's allocation to her nominees in the building without disturbing the Promoter's/ Builder's / Developer's Allocation situated thereon with the exclusive right to deal with or to enter into agreement for sale and transfer the same without any right, claim, demand, interest, whatsoever or howsoever of the Promoter/Builder/ Developer.
- c. Built up area Calculation based on Proposed plan attached herewith subject to sanction from Rajpur Sonarpur Municipality and at the time of plan submission if it is found less area from the present written area as per Municipality FAR then the built up area shall be re-schedule as per ratio 52: 48 by keeping the same allocation.
- d. The Owner shall be entitled to refundable security deposit a sum of Rs. 3,00,000 /- (Rupees Three Lakh only) which shall be refunded by the Owner to the Developer at the time of taking possession .
- e. Carparking area shall sale jointly with the developer and would receive the 48% share either intending purchaser or Developer.

14. DEVELOPER'S SHARE AND ALLOCATION :

14.1 The Second Party herein Builder/Developers is entitled to 52% Construction area of sanction plan consist of 05 Nos of Flats including proportionate share of Stair with lobby plus stair head rooms and and 52% of Car parking space as per following with all easementary right attached thereto being Rajpur Sonarpur Municipality Holding No. 1810, Srinagar, P.S. Sonarpur now Narendrapur, P.O. Panchasayar, being Assessee No. 1104303008302, Kolkata-700094, under Mouza Tentulberia, Pargana Medenmollah, J.L. No. 44, R.S.No. 8, Touzi No. 271, C.S. Kh.No. 236, R.S. Kh. No. 187, C.S. Dag No. 221, R.S. Dag No. 71 presently L.R. Dag No. 76, and L.R. Kh. No. 1588 P.S. Sonarpur at present Narendrapur, District -South 24-Parganas, Kolkata-700094.

Floor	Type	FLAT NO	Facing	Built Up Area
Ground	2-BHK	Gr-B	NORTH -EAST	607 sq.ft
Ground	1-BHK	Gr.C	SOUTH-EAST	400 Sq.ft
First	2-BHK	1-A	SOUTH-WEST	552 Sq.ft
First	2-BHK	1-C	SOTH-EAST	558 Sq.ft
Second	2-BHK	2-B	NORTH -EAST	607 Sq.ft
Ground	52%	—	Parking	75.40Sq.ft

- 14.2 The Promoter/Builder/Developer shall have the right to change the nature of use of its allocation. The cost, charges and expenses therefore shall, however, be borne by the Promoter/Builder /Developer and the owners shall not be responsible and /or create objection and/or liable therefore.
- 14.3 The Promoter/Builder/Developer shall also be entitled to change the layout of the flats in the allocation of the Promoter/Builder/Developer, by merging the same and/or by reducing the size of the flats, thus increasing the number of flats at its sole and absolute discretion subject to approval by the Rajpur Sonarpur Municipality. Needless to add, the cost, charges and expenses therefore shall be borne by the Promoter/Builder/Developer.
- 14.4 That the Promoter/Builder/developer shall be entitled to sale, transfer or dispose of or otherwise deal with the Promoter's/Builder's/Developer's allocation to their intending purchaser or purchasers in the said building without disturbing the Owners' Allocation situated thereon with the exclusive right to deal with or to enter into agreement for sale and transfer the same without any right, claim, demand, interest, whatsoever or howsoever of the Owners.
- 14.5 Carparking area shall sale jointly with the owner and would receive the 52% share from the intending purchaser.
- 14.6 The Developer shall pay @3400/- per Sq.ft Built-Up Area to the owner, if the Developer intend to purchase extra area from the Owner share. And the Owner may refund the Security Money after deduction the said amount.
15. **RIGHT TO CONSTRUCT ADDITIONAL FLOORS :**
- 15.1. In the event the Rajpur Sonarpur Municipality grants and sanctions permit for construction of additional floor/s and/or any additional space over and above those sanctioned in the sanction plan, the Owner and the Developer shall share in the ratio of 1:2 respectively.
16. **OWNER'S OBLIGATION :**
- 16.1. The Owner shall simultaneously with this indenture execute and register a Development Power of Attorney within 7(seven) days in favour of the Promoter/Builder/Developer to enter into Agreement for sale or Registered Agreement for Sale with the intending purchaser/s and to receive booking, part payment, full payment and also execute registered Deed of Indenture/ conveyance in favour of purchasers of the Promoter's/Builder's/ Developer's allocation with proportionate share of land mentioned in Schedule-A below in terms of this Agreement.
- 16.2. The owner represents and declares that the said premises/holding mentioned in Schedule-A below is free from all encumbrances and they have good and absolute right, title to the said property and they have a marketable title to enter into this Development Agreement with the promoter/builder/developer.
- 16.3. That there is no excess vacant land at the said premises within the meaning of the Urban Land (Ceiling and Regulation) Act. 1976.
- 16.4. That the owner is the lawful owners of the said premises have full right and authority to sign and execute the present agreement for development with the builder/developer hereof.
- 16.5. That the First Party till date neither created any mortgage, charge nor attach the said premises with other encumbrances in any manner whatsoever.
- 16.6. That the First Party have not yet done any act, deed, matter of thing whereby or by reason whereof the development of the said premises by the builder/developer hereto may be prevented or affected in any manner whatsoever.

- 16.7. That the First Party /owner is liable for cost and deposit of their separate electric meter for regular connection of each flat.
- 16.8. The First Party /owner shall pay the service tax or GST on their respective flat/flats and parking space /s.
- 16.9. The OWNER hereby undertakes that she or any person claiming through and/or under them shall not cause any hindrances in the construction of the said building at the said property and further undertake not to take any action, even in the court of law, whereby and where under the smooth construction of the said building is disturbed.
- 16.10. The OWNER shall up to the date of handing over possession of the said properties to the Promoter/Builder/Developer for construction, bear and pay all statutory charges in respect of the said property and the structure thereat. However OWNER shall be liable to bear all new statutory charges, after the new building of owners' allocation is completed.
- 16.11. The OWNER shall hand over vacant possession of the said premises simultaneously on execution of this agreement.

17. DEVELOPER'S OBLIGATIONS :

- 17.1. The PROMOTER/BUILDER/DEVELOPER shall complete the construction of the said building within a period of 20 (Twenty) months from the date of plan sanction unless prevented by force majeure or any other reasons beyond the control of the PROMOTER/ BUILDER / DEVELOPER or if restrained by an order of court and/or statutory authority. The Promoter/Builder/Developer is entitle to six months over and above the aforesaid 20 months which is to be treated as a grace period.
- 17.2. The PROMOTER/BUILDER/DEVELOPER shall use good quality materials and fixtures and fitting for constructing the said building as prescribed by the Architect.
- 17.3. If any deviation is being made by the PROMOTER/BUILDER/DEVELOPER during construction of the said building, the Promoter/Builder/Developer shall be solely responsible to rectify/ regularize the same by paying necessary fees/compensation to the concerned authority before handing over possession of the OWNERS' allocation to the OWNERS.
- 17.4. The PROMOTER/BUILDER/DEVELOPER shall, simultaneously with handing over possession of the OWNER'S allocation, make over to the OWNERS a Xerox copy of the Completion Certificate to be granted by the Kolkata Municipal Corporation.

18. PERFORMANCE, DEFAULTS & PENALTY :

- 18.1. In the event, the OWNERS fail and/or neglect to comply with their obligations towards fulfillment of the terms and conditions of this agreement in the manner as describe hereinbefore, the PROMOTER/BUILDER/DEVELOPER shall at its discretion rescind this agreement and the OWNERS shall refund to the PROMOTER/BUILDER /DEVELOPER its entire investment in the said properties till that date together with all costs and expenses made till then along with damages and in that event, the OWNER indemnify the PROMOTER/ BUILDER/DEVELOPER to pay off the sums due or payable to the PROMOTER/BUILDER/ DEVELOPER within 30 (Thirty) days immediately after receiving notice from the PROMOTER/ BUILDER/ DEVELOPER in that respect. If due to any reasons whatsoever the OWNER fail to execute and sign necessary deeds, papers and documents the PROMOTER/ BUILDER/ DEVELOPER shall be at liberty to sue the OWNERS for specific performance of the contract.

19. CONSTRUCTIONAL OBLIGATION

The first party / owner and the promoter/ builder/ developer both hereby declare and covenant as follows:

- a) That the First Party / owner hereby grant exclusive right to the promoter/ builder/ developer to undertake new construction on the said premises in accordance with the sanctioned building plan of the Kolkata Municipal Corporation.
- b) That the plan sanction, soil test, Structural design, construction of boundary wall on schedule land, deposit the sanction fees, payment of Architect fees, to the appropriate authority including its identical expenses, completed and paid by the developer its own cost and expenses.
- d) That the owner and the Promoter/Builder/Developer shall exclusively be entitled to hold, possess and enjoy their respective allocation in the building with further right to transfer and/or to deal with or dispose of the same without any claim, demand, right or interest therein of the other part and shall further not in any way interfere or disturb the quiet and peaceful possession of the other.
- e) It is made clear that save and except the owner's allocation all other floors and flats parking spaces and shop of the said proposed multi-storied buildings will be treated as property lying under developer's allocation and the promoter/builder/ developer shall dispose of in favour of the prospective buyer/s at such consideration or price that the promoter/builder/ developer may think fit and proper.
- f) That the owner hereof in connection with the present agreement for development as well as for all other related acts, deeds and things, sign and execute a registered development power of attorney unto and in favour of the Promoter/Builder /Developer hereto empowering there under to do and perform all such acts, deeds and things that are required to be done for developing the said premises by completing the construction work of multi-storied building and also to sale the flats, units and other constructed spaces of the building fallen under developer's allocation including delivery of possession thereof in favour of the prospective purchaser/s.
- g) The Promoter/Builder/Developer shall have exclusive right to construct the building on the said land and premises at its own cost in accordance with the sanctioned building Plan, without any hindrances or obstruction from the owner or any person claiming through them. The type of construction, specification of materials to be used and the detailed design of the building shall be only as per the choice of the Promoter/Builder/ Developer. The Promoter/ Builder/ Developer hereby undertakes to construct the building in accordance with the sanctioned building plan maintaining the rules and regulations of the Rajpur Sonarpur Municipality and shall use quality Building materials.
- h) The First Party / owner shall put the Promoter/Builder /Developer in exclusive and undisputed possession of the said land and shall not in any way interfere with the possession of the Promoter/Builder/Developer and shall not disturb or cause any obstruction in the construction or development of the said land. It is made clear that it shall be obligatory on the part of the First Party /owner to put the Promoter/Builder/ Developer in vacant possession of the said land in terms of this Agreement.
- j) That both parties commit and undertake to play their role faithfully and sincerely and cooperate with each other in its true sense and in order to successfully complete the propose project
- k) The Promoter/Builder/ Developer hereby undertakes to construct the Building diligently and expeditiously and to hand over the owner's allocation to the owner herein within 20(twenty) months from the date of execution of this Agreement. It is pertinent to mention here that the time for the new building construction as stated heretofore can be further extended to the limit of 6(six) months only by the Owner/party of the First Part herein to the Developer/party of the Second Part considering the special and/or unavoidable

circumstances if any, cropped up during the aforesaid period of construction of the said proposed new building.

20. DEALINGS OF SPACES OF THE BUILDING

- a) The promoter/builder/developer shall on completion of the construction work of the buildings in accordance with the specifications stated hereunder, put the owner in undisputed possession of the landowner's allocation together with right and interest on all common areas, facilities, provisions and amenities attached to and available with the buildings and such common right and interest are to be enjoyed by the landowners jointly and severally along with the other owners of flat/unit or space of the building.
- b) The First Party / owners will be entitled to transfer or otherwise deal with the owners' allocation of the building exclusively at their absolute discretion.
- c) That the Promoter/Builder/Developer shall be exclusively entitled to the Developer's allocations in the said building with all other common right, facilities situated thereon with all exclusive right to deal with, enter into agreement for sale and transfer the same without any right, claim, demand, interest whatsoever nature of the landowner and the landowner shall not in any way interfere with or disturb the quiet and peaceful possession of the developer's allocation.
- e) The promoter/builder/developer hereby agrees and covenants with the landowner not to do any act, deed or thing whereby the landowners will be prevented from occupying, enjoying, selling, assigning and/or disposing of any part or portion of the landowner's allocation in the said newly constructed buildings.
- f) The owner hereby agrees and covenants with the promoter/builder/developer not to do any act, deed or thing whereby the promoter/builder/developer will be prevented from occupying, enjoying, selling, assigning and/or disposing of any part or portion of the promoter's/builder's /developer's allocation in the said newly constructed buildings.

21. EXPLOITATION RIGHT

- a. After execution of this agreement made in terms thereof the owners shall grant exclusive right to the Promoter/Builder/ Developer to build upon and to commercially exploit the said plot of land on the basis of the layout plan approved by the Rajpur Sonarpur Municipality constructing thereon residential flat system building.
- b. That the First Party herein owners shall execute Registered Development Power of Attorney in favour of the Promoter/Builder/ Developer so that the Promoter/Builder/ Developer shall at before any authority/authorities for getting sanction or CC Plan, to deposit fees and other necessaries papers for such sanction, to construct such flat system building thereon, to negotiate with the intending purchaser/purchasers of flat/flats, covered car parking/s, open car-parking/s, shop/ shops to fix up the price of the flat/flats/parking spaces/shop/shops at its own discretion and receive the booking money or advance payment /full consideration of the flat/flats, car parking/s, shop/s in respect of the developer's allocation. To appear before any registration authority/ authorities for registration of the said flat/s, covered car parking/s, open car parking/s, shop/shops together with the proportionate share of land after completion of the said building in favour of the nominee/nominees or respective buyer/buyers in respect of the Promoter's/ Builder's/ Developer's allocation. The owner hereto however without raising any objection, at the request of the developer if so required, shall execute and register the necessary deed of conveyance/s unto and in favour of the purchaser or purchasers towards sale of flats

and/or units and spaces of the building as and when so called for by the promoter/builder /developer provided however that, the owner as vendor in all such deed of conveyance/s shall not claim or be entitled to claim any amount towards the value of constructed area or towards the consideration value relating thereto.

- c. All Applications, plans and the other papers and documents referred to here-in-above shall be submitted by or in the name of the Owner at the costs of the Promoter/ Builder / Developer, and the Promoter/Builder/ Developer shall pay and bear all submission fees, charges and expenses required to be paid or deposited for such sanction to obtain Completion Certificate, drainage with their sanction plans on the said land.
- d. That the First Party has confirmed that, good title over the entire plot of land in question including the absolute possession right and the land free from all sorts of encumbrances whatsoever and right now the owner has not received any notice of acquisition and requisition from any authority.
- e. That both parties commit and undertake to play their role faithfully and sincerely and cooperate with each other in its true sense and in order to successfully complete the propose project.
- f. In consideration having agreed to commercially exploit the said premises by constructing residential flat system building thereon, both the first party and Second Party shall compulsorily liable to pay Service Tax/ Goods and Service Tax in their respective share of allotted Flat/s and Parking Space/s.

22. MISCELLANEOUS :

- a. Any notice required to be given by the OWNER or the PROMOTER/ BUILDER /DEVELOPER shall without prejudice to any other mode of service available be deemed to have been served either on the OWNER or the PROMOTER/BUILDER /DEVELOPER if delivered by hand and duly acknowledged or sent by prepaid speed post with acknowledgement due and be deemed to have been served on the OWNER or the PROMOTER/BUILDER/DEVELOPER if sent to the respective address of the party.
 - b. None of the parties hereto shall do any act, deed or thing whereby and where under the other party is prevented from enjoying and /or dealing with its respective allocation in terms of this development agreement.
 - c. Both the parties hereby covenant with each other to do all such other lawful acts deeds or things as may reasonably require by the either of the parties for the purpose of giving effect to and /or implementing this development agreement.
 - d. In case, after commencement of construction it is found that the said property or any part thereof is affected by any acquisition, requisition or alignment by the state or Central Government or any other public body, then and in such event this agreement shall automatically stand terminated and the aggrieved party shall be entitled to damages from the other party.
- 23. JURISDICTION :** The Courts within the jurisdiction of the said properties shall have the jurisdiction to entertain, try and determine all actions, suits and proceeding arising out of these presents between the parties hereto and/or disputes and difference between the parties including and in relation to and/or touching this agreement including the interpretation of the terms hereto shall be referred to arbitration of two arbitrators of which one Arbitrator to be appointed by the owner and the other Arbitrator to be appointed by the Promoter/ Builder/Developer and before reference the Arbitrator shall jointly appointed a Referee.
- 24. GST :** Both party shall pay GST and its liability on their share and allocations.

SCHEDULE-A ABOVE REFERRED TO :

ALL THAT PIECE AND PARCEL of revenue paying plot of Bastu land measuring $8\frac{1}{4}$ decimal more or less under Mouza Tentulberia, Pargana Medenmollah, J.L. No. 44, R.S.No. 8, Touzi No. 271, C.S. Kh.No. 236, R.S. Kh. No. 187, C.S. Dag No. 221, R.S. Dag No. 71 presently L.R. Dag No. 76, and L.R. Kh. No. 1588, Rajpur Sonarpur Municipality Holding No. 1810, Srinagar, P.S. Sonarpur now Narendrapur, P.O. Panchasayar, being Assessee No. 1104303008302, Kolkata-700094,

The plan or map of the said land is annexed herewith and bordered with "Red Verge" which is butted and bounded as follows and will be treated with the part of this agreement.

- ON THE NORTH : Land of Subhas Ch. Saha & R.S. Dag No. 71(P)
 ON THE SOUTH : 12ft Wide Common Passage.
 ON THE WEST : R.S. dag No. 71&73.
 ON THE EAST : R.S Dag No.71

SCHEDULE ABOVE REFERRED TO :**(Common Portions)**

- Lobbies on all floors and staircase of the Said Building.
- Lift machine room and lift well of the Said Building.
- Water supply including pumps, reservoirs/tanks of the Said Building.
- Water supply pipeline in the Said Building (Save those inside and flat or attributable thereto).
- Drainage and Sewage pipeline in the Said Building (Save those inside any Flat or attributable thereto).
- Wiring, fittings and accessories for lighting of lobbies, staircase and other Common Portions of the Said Building.
- Electricity meters and space for their installation.
- Total work of cable Television in the Said Building.
- Common Roof above the top floor of the Said Building.

:SCHEDULE -B :**(TECHNICAL SPECIFICATION OF THE BUILDING)**

1. Foundation, Plinth, Super-Structure and inside outside wall:-As per Rajpur Sonarpur Municipality Sanction plan.
2. Floor Finish with Skirting, :-
 - (a) Flat:- Off white Vitrified tiles (2"X2") flooring with 4" skirting
 - (b) Toilet & W.C. :- Anti-skid (1'X1') Tiles flooring 6'-6" height wall glazed tiles
 - (c) Kitchen:- Vitrified tiles flooring with 4" skirting and 2ft. Height glazed tiles above cooking plat form.
3. Plaster:-The outside of the Building will have sand cement plaster (1:6) $\frac{3}{4}$ thick (average) whereas the inside and the ceiling plaster will be $\frac{1}{2}$ " thick (average) in 1:4.
4. Painting: -
 - (a) OUTSIDE---weather coat Paint.
 - (b) INSIDE (Flat)—Putty

(c) Boundary – weather Coat

5. Doors & Pallah: -
- Wooden door Frames (Size: 4"X2½"),
 - Commercial Flash door painted both side,
 - Aluminium tower bolt from inside,
 - Aluminium Chitkini with handle all doors
 - Night latch lock for main door only.
6. Windows:-
- Aluminium sliding windows with 4m.m white frosted glass
 - Front opening grill
7. Toilet, W.C, and Kitchen Fitting: -
- Toilet:
- One white Commode (Hindware) with white P.V.C Cistern,
 - One Commode Spray
 - One white Porcelain wash basin (Hindware).
 - One Hot & Cold water line for with one shower, two taps (D-sons or equivalent ISI)
- W.C :-
- One white Commode (Hindware) with white P.V.C Cistern
 - One Commode Spray
 - One shower with one tap.
- Kitchen:- Kitchen steel sink, one tap & Green super finished cooking platform.
8. Stair case and roof: - (1) Stair case room will be provided with Grill Windows for light and ventilation. (2) Cabin for Electric Meter (3) 3" thick (average) will be provided roof slab with water proofing. (4) 3ft height parapet wall will be provided all around the roof.
9. Electrical: Concealed wiring with copper wires wiring for installation (Electrical fittings and materials will be with reputed brand Finolex wire and Oriva switch).
- Each Bed room: - 2 light points, 1 fan point, 1 plug point—5 amp
 - Liv/Din:- 2 light points, 2 fan points, 2 plug point—5 amp + 1 point 15 amp.
 - Kitchen- 1 light,1 exhaust fan point- 5 amp,1 power point-15amp
 - W.C. :- 1 light point – 5amp,
 - Toilet:- 1 light point, 1 exhaust point- 5amp & 1-Giyzer Point (15 Amp)
 - Electric Bell push point.
 - Each Balcony: - 1 light point-5amp. g) T.V point will be provided in living room only.
11. Water supply:- One R.C.C. overhead reservoir provided on the top of the last roof as per design. The suitable electrical pump with motor will be installed at ground floor to deliver water to overhead reservoir from R.C.C. U.G. Water reservoir. Source of water from Deep Tube well.
- 12) Compound:- 4ft height compound wall to be made from existing ground level.
- 13) M.S. collapsible gate at main entrance of building.

IN WITNESS WHEREOF the parties herein have put their respective hands and seals on this the day of month and year first above written.

SIGNED, SEALED AND DELIVERED by

In Presence of: -

WITNESSES

1. *Suleksha Dutta*
Case no. FWR market Begun
P.S. - ...
KOL - 153

S/13/27/27

(SIGNATURE OF OWNER)

2. *Lopash Kumar Ghosh*
E-14, Jamilon Park
Kolkata - 75

TIRUPATI ENTERPRISE
1. *Kishore Kumar Ghosh*
Partner

TIRUPATI ENTERPRISE
2. *Suman Kumar Ghosh*
Partner

(SIG. OF PROMOTER/BUILDER/
DEVELOPER)

Drafted by:-

Japan Chakraborty
(Advocate)
Regd No WB/2691/99
Alipore Police Court
Kolkata - 20027.

Typed By:-

Subimal Dutta
Subimal Dutta
Alipore Police Court
Kolkata-27

MEMO OF CONSIDERATION

I **SMT MIRA RANI SAHA** alias **MIRA SAHA** the party of the First Part jointly received and acknowledge refundable consideration amount of **Rs.3,00,000/00 (Rupees Three Lakh only)** from the Second Party by following ways:

BANK NAME & BRANCH	By CHQ	DATE	AMOUNT (Rs)
Axis Bank Ltd, Survey Park , Kolkata-75	136938	30-05-2021	10,000/00
Axis Bank Ltd, Survey Park , Kolkata-75	154537	20-04-2022	1,45,000/00
Axis Bank Ltd, Survey Park , Kolkata-75	154538	20-04-2022	1,45,000/00
		Total	3,00,000/00

(Rupees Three Lakh only)

WITNESSES

1. *Sulchashmita*

2. *Suman Kumar Ghosh*

TIRUPATI ENTERPRISE

Kishore Kumar Ghosh
Partner

TIRUPATI ENTERPRISE

Suman Kumar Ghosh
Partner











(SIGNATURE OF OWNER)

Typed By:-

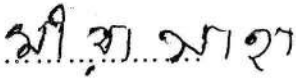
Subimal Dutta
Subimal Dutta,
Alipore Police Court,
Kolkata-27.

-: P H O T O S H E E T :-




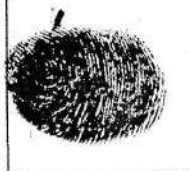








	Thumb	1 st finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name: MIRAKANI SAHA alias MIKA SAHA

Signature: 

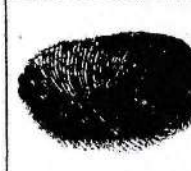
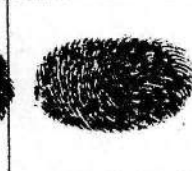
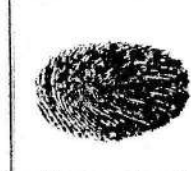
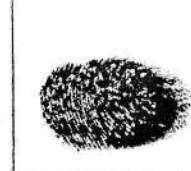

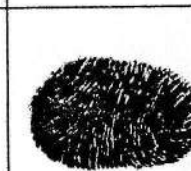






	Thumb	1 st finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name: KISHORE KUMAR GHOSH

Signature: 



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name: SUMAN KUMAR GHOSH

Signature: 

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
Left Hand					
Right Hand					

Name :

Signature.....



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
Left Hand					
Right Hand					

Name: **SUBHASH DUTTA**

Signature: *Subhash Dutta*

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
Left Hand					
Right Hand					

Name :

Signature.....

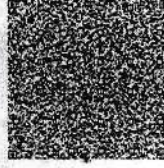
आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
MUKPS0090J



नाम / Name
MIRA SAHA

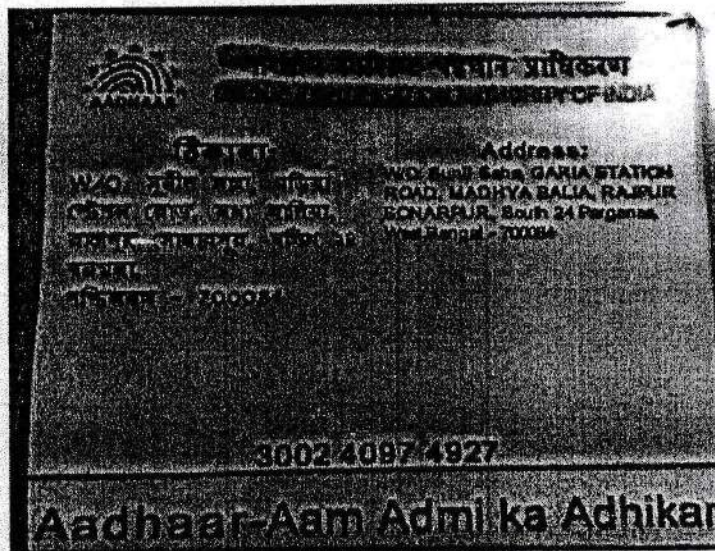
पिता का नाम / Father's Name
JOGENDRA NATH SAHA

जन्म तिथि / Date of Birth
01/04/1948

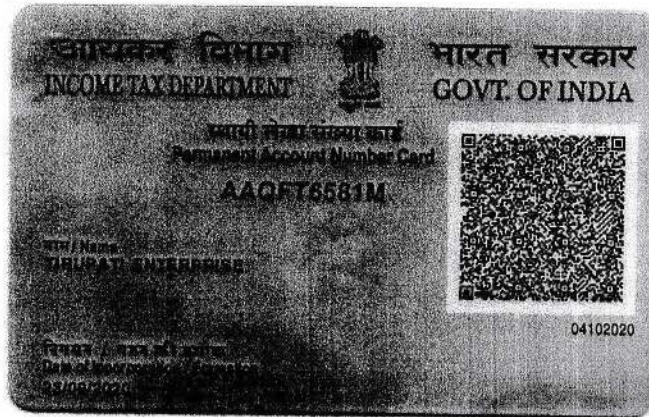
हस्ताक्षर / Signature
मीरा साहा

32640

✓ मीरा कान्ही साहा
मीरा साहा



✓
श्री साह जीना श्री साह
श्री साह श्री साह



FOR
TIRUPATI ENTERPRISE
Kishore Kumar Ghosh,
Partner

FOR
TIRUPATI ENTERPRISE
Suman Kumar Ghosh
Partner



भारत सरकार



आधार

भारत सरकार
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Enrollment No.: 2730/00491/08469

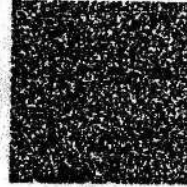
To
Kishore Kumar Ghosh
C/O Anil Chandra Ghosh,
2081 CHAK GARIA, E-14 SAMMILANI PARK,
NEAR APEX INSTITUTE OF MEDICAL SCIENCES,
SURVEY PARK,
VTC: Santoshpur,
PO: Santoshpur,
Sub District: Kolkata, District: Kolkata,
State: West Bengal,
PIN Code: 700075,
Mobile: 8777087474

07/01/2012

13445376



MF134453762F1



आपका आधार क्रमांक / Your Aadhaar No. :

2505 1568 5462

मेरा आधार, मेरी पहचान



भारत सरकार



आधार



Kishore Kumar Ghosh
DOB : 02/02/1974
Male

2505 1568 5462

मेरा आधार, मेरी पहचान

07/01/2012

Kishore Kumar Ghosh


आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SUMAN KUMAR GHOSH
AJIT KUMAR GHOSH

05/02/1989
Permanent Account Number
AZERG1793F

Signature



12052011

Suman Kumar Ghosh



सर्वोच्च न्यायालय, कोर्ट ऑफ अपील, कोर्ट ऑफ रिट, कोर्ट ऑफ फाइनल अपील, कोर्ट ऑफ फाइनल अपील

भारत सरकार
Unique Identification Authority of India
Government of India

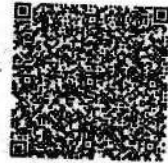
Enrolment No.: 1193/63148/01510

To
Suman Kumar Ghosh
S/O Ajit Kumar Ghosh
2081 CHAK GARIA E-14 SAMILLANI PARK
P.S-SURVEY PARK Santoshpur S.O
Kolkata
West Bengal 700075
8017054056

04/02/2012
10900405



UG109004055IN



आपका आधार क्रमांक / Your Aadhaar No. :

9940 1697 3095

आधार — आम आदमी का अधिकार



भारत सरकार
GOVERNMENT OF INDIA



Suman Kumar Ghosh
Year of Birth : 1989
Male



9940 1697 3095

आधार — आम आदमी का अधिकार

Suman Kumar Ghosh

সুভাষ দত্ত
Subhash Dutta
পিতা : খোকন দত্ত
Father : KHOKAN DUTTA
জন্মতারিখ / DOB: 24/12/1976
পুরুষ / Male
6482 6817 8560



আধার - সাধারণ মানুষের অধিকার

Subhash Dutta