

পশ্চিম্বজ্ঞা पश्चिम बंगाल WEST BENGAL

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registration. The signature sheets and the endroesement sheets attached with the document are the pa t of this document.

District Sub-Register-III Alipote, South 24-parganas 0 1 0 CT 2021

# DEED OF DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT made on this the 1<sup>rd</sup> day of October 2021 BETWEEN (1) SMT. KALPANA SARDAR (PAN NO. CRLPS5325L & AADHAAR NO. 2760-5943-4665) wife of Late Shyamal Sardar, residing at 2/20N, Sree Colony, Regent Estate, P.S. – Jadavpur, now Netaji Nagar, P.O.– Regent Estate, Kolkata- 700092 (2) SRI DIPAYAN SARDAR (PAN NO. CUDPS5125H, & AADHAAR NO.2298-3280-4229), son of Late Shyamal Sardar, residing at 2/20N, Sree Colony, Regent Estate Circus Avenue, P.S.– Jadavpur, now Netaji Nagar, P.O.: Regent Estate,

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Kolkata-700092 and (3) SMT. RUMPA SARDAR SINHA (PAN NO. CZFPS4035K & AADHAAR NO. 9210-5848-1212) wife of Sri Somesh Sinha and daughter of Late Shyamal Sardar, residing at Flat No.1, KMC Premises No. 40, Rajani Banerjee Road, Purba Barisha, Thakurpukur Mahestola, Dist.24-Parganas(S), Police Station – Thakurpukar, Post Office – Paschim Barisha, Kolkata – 700008, all by religion – Hindu, all by Nationality – Indian, by occupation No.1 and 3 House-wife and No.2. Service all hereinafter jointly called and referred to as the "OWNERS" (Which term or expression shall unless include by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the ONE PART/FIRST PART.

#### AND

"M/S. SHREEJA ASSOCIATE" (PAN NO. ADAFS6308J) a partnership firm, having its Registered office at 2081, Chak-Garia, E-14, Sammilani Park, P.O.:- Santoshpur, P.S.:-Survey Park, Kolkata-700 075 represented by its partners (1) SRI ANIL CHANDRA GHOSH (PAN NO. AGKPG0595N & AADHAAR NO. 7355-6780-1979) son of late Surendra Chandra Ghosh and (2) SRI TAPASH KUMAR GHOSH (PAN NO. AGFPG5848M & AADHAAR NO. 8528-2831-1644) son of Sri Anil Chandra Ghosh, both by faith Hindu, both by occupation : Business, both by national Indians, both permanently residing at 2081, Chak-Garia, E-14, Sammilani Park, P.O.:- Santoshpur, P.S.:-Survey Park, Kolkata-700 075 hereinafter referred to as the PROMOTER/ BUILDER/ DEVELOPER (which expression shall unless otherwise repugnant to the context be deemed to mean and include the said concern and its existing partners and their respective heirs, executors, legal representatives, administrators and assignees) of the OTHER PART/SECOND PART.

WHEREAS one Sri Hari Charan Sardar of Village Raipur was the recorded owner (as per ROR Final Settlement) and absolutely seized and possessed of all that Danga land measuring an area of One acre twenty Five decimals, comprised in C.S. Dag No. 350, C.S. Khatian No. 307 of Mouja : Raipur, J.L. No.33, Collectorate Touzi No.56, Pargana : Khaspur, Police Station previously Tollygunge thereafter Jadavpur now Netaji Nagar Kolkata : 700047, District : 24- Parganas now South 24- Parganas along with other lands.

AND WHEREAS said Hari Charan Sardar died intestate leaving behind his sons Khagendra Nath Sardar, Bhuban Mohan Sardar and wife Smt. Gouri Bala Sardar as his only heirs and legal representatives.

AND WHEREAS for better use and enjoyment of the aforesaid land Khagendra Nath Sardar, Bhuban Mohan Sardar and Smt. Gouri Bala Sardar, on 22<sup>ad</sup> day of Jaistha 1358 B.S. corresponding to the 6<sup>th</sup> day of June, 1951 executed a deed of partition whereby the said **Smt. Gouri Bala Sardar** was exclusively allotted the land as described in the "Ga" Schedule of the said deed of partition registered with the office of District Sub Registered at Alipore, District: 24Parganas and entered in Book No. I, Volume No. 69, pages 76 to 87, being No. 3675, for the year 1951.

**AND WHEREAS** by virtue of the said partition, the said Smt. Gouri Bala Sardar wife of Late Hari Charan Sardar also acquired & became the exclusive owner of all that the Danga land measuring an area of One acre Twenty five decimals comprised in C.S. Dag No. 350, C.S. Khatian No. 307 of Mouja : Raipur, J.L. No. 33, Collectorate Touzi No. 56, Pargana : Khaspur Police Station : Previously Tollygunge thereafter Jadavpur now Netaji Nagar, Kolkata-700047 Dist. 24-Parganas now South 24 Parganas ( said premises ) along with other properties in the Ga schedule of the deed of the said deed partition.

AND WHEREAS the said Smt. Gouri Bala Sardar while enjoying her aforesaid property, which she had got by aforesaid partition, gifted transferred and conveyed to Sri Shyamal Kumar Sardar son of Late Khagendra Nath Sardar all that the bastu land measuring an area of 06 Cotthas 08 Chittaks 00 Sq.ft more or less together with structure standing thereon comprised in C.S. Dag No. 350, C.S. Khatian No. 307 of Mouza : Raipur, J.L. No. 33, Collectorate Touzi No. 56, Pargana : Khaspur with all easement right attached thereto lying situate at and being portion of Premises No. 21/C, Paddapukur Road, Police Station : Previously Jadavpur then Patuli now Netaji Nagar, Kolkata : 700047, District : South 24- Parganas within Ward no. 98 of the Kolkata Municipal Corporation. The said deed was registered in the office of Additional District sub Registered at Alipore and recorded in the Book No. 1, Volume No. 150 at Pages 366 to 374, Being No. 5386 for the year 1993 and on execution of the said deed Smt. Gouri Bala Sardar delivered possession of the aforesaid property to the said Sri. Shyamal Kumar Sardar with free from all encumbrances.

AND WHEREAS the said Sri. Shyamal Kumar Sardar while enjoying his aforesaid property with free from all encumbrances died intestate on 15-08-1996 leaving behind his wife Smt. Kalpana Sardar, one son Sri Dipayan Sardar and a daughter Smt. Rumpa Sardar Sinha as his only heirs and legal representatives.

AND WHEREAS thus on the death of said Shyamal Kumar Sardar, his wife Smt. Kalpana Sardar, one son Sri Dipayan Sardar and a daughter Smt. Rumpa Sardar Sinha thus became joint owners of all that the land measuring an area of 06 Cotthas 08 Chittaks 00 Sq.ft more or less together with 500 sq.ft more or less old dilapidated structure standing thereon comprised in C.S. Dag No. 350, C.S. Khatian No. 307 of Mouza : Raipur, J.L. No. 33, Collectorate Touzi No. 56, Pargana : Khaspur with all easementary attached thereto and mutated their names in the record of the Kolkata Municipal Corporation and the aforesaid property has been assessed known and numbered as lying situate at and being Premises No. 21C/1W, Paddapukur Road, Police Station : Previously Jadavpur then Patuli now Netaji Nagar, Assessee No. 21-098-07-0542-0, Kolkata : 700047, District : South 24 Parganas within Ward no. 98, Borough No. X, of the Kolkata Municipal Corporation,

morefully and particularly described in the SCHEDULE-A hereunder written (hereinafter referred to as the said first schedule property).

AND WHEREAS a small portion of SCHEDULE-A property is under the occupation of old monthly tenants, namely Ram Chandra Sharma, Smt Kadan Sardar, Smt Debala Kayal and Sri Rameswer Mondal on monthly payment of Rs.200/-

AND WHEREAS thereafter the Owners desirous of developing the said Schedule property lying situate at and premises No. 21C/1W, Paddapukur Road, Police Station : Previously Jadavpur then Patuli now Netaji Nagar, within Ward no. 98 of the Kolkata Municipal Corporation, Kolkata : 700047 including tenants and entered into a Development Agreement with "Mrignayani Cosmetics Pvt. Ltd." A company incorporated under the Companies Act, 1956 having PAN NO. AABCM7965 having its registered office at 78A, Raja Basanta Roy Road, Post Office - Sarat Bose Road and Police Station - Tollygunge, Kolkata - 700029, being represented by its Directors Sri Manish Agarwala (PAN NO. ACGPA7460G & AADHAAR NO. 6978-7338-0743), Son of Late Satyanarayan Agarwala, residing at 78A, Raja Basanta Roy Road, P.O. - Sarat Bose Road, P.S. Tollygunge, Kolkata - 700029 at present 1050/1, Survey Park, Ud-02-807 Udita, Santoshpur, P.O. Santoshpur, Circus Avenue, Kolkata-700075, and Sri Rajesh Kumar Jhajharia, (PAN NO CWPS3828K), son of Mr S. M. Jhajharia, residing at 78A, Raja Basanta Roy Road, Post Office - Sarat Bose Road, Police Station - Tollygunge, Kolkata - 700029 both by religion - Hindu, both by occupation - Business, both by Nationality -Indian to construct a multi-storied residential building on the "Said Property" at the coasts charges and expenses to be incurred by the said firm subject to certain terms and conditions as mentioned as agreed upon by both the parties in the Registered Agreement therein, which was signed on 15th April 2016 and registered on 18th April 2016 in the office of the A.D.S.R. Alipore 24 Parganas (South), recorded in Book No. I, Volume No. 1605-2016, Page from 72389 to 72443, being No. 160502675 for the year 2016 followed by the Development Power of Attorney after said registered Development Agreement, signed on 18th April 2016 and registered on 20th April 2016 in the office of the A.D.S.R. Alipore 24 Parganas (South), recorded in Book No. I, Volume No. 1605-2016, Page from 74175 to 74210, being No. 160502750 for the year 2016.

**ANDWHEREAS** at the time of execution of Development Agreement on 15<sup>th</sup> April 2015 M/s. Mrignayani Cosmetics Pvt. Ltd. being Represented by its Directors Sri Manish Agarwal, and Sri Rajesh Kumar Jhajharia, has paid Rs.7,00,000/00 (Rupees seven lakh only) as an earnest money to the owners therein.

AND WHEREAS thereafter Mrignayani Cosmetics Pvt. Ltd. being Represented by its Directors Sri Manish Agarwal, and Sri Rajesh Kumar Jhajharia, failed to proceed with the said development work in respect of the Said Property and unable to fulfil the terms and conditions mentioned in the said registered development agreement due to paucity of fund and expressed

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their inability to proceed further of said development and requested all the OWNERS herein Smt. Kalpana Sardar, Sri Dipayan Sardar and Smt. Rumpa Sardar Sinha to revoke and/or cancel the said Registered Development Agreement being No. 160502675 for the year 2016 and the said Registered Development Power of Attorney being No. 160502750 for the year 2016.

AND WHEREAS "Mrignayani Cosmetics Pvt. Ltd." being Represented by its Directors Sri Manish Agarwala and Sri Rajesh Kumar Jhajharia have expressed that they shall have no objection if the OWNERS further engage any new PROMOTER/BUILDER/DEVELOPER to construct the building in their said property subject to refund of all funds invested by them in the project and accordingly the OWNERS due to financial crises have jointly approached the SECOND PARTY herein the Promoter/Builder/ Developer/ Contractor M/s. SHREEJA ASSOCIATE to develop the said Schedule property by raising multi-storied building and also have disclosed their financial liability of Rs.10,00,000/00 (Rupees Ten Lakh only) including miscellaneous expenditure (coasts and charges for development of land, architect fees, soil test, survey etc) and earlier obligation at registered Development Agreement on and Development Power of Attorney as recited before and due to scarcity of funds the First Party requested the Second Party herein the Promoter/Builder/ Developer/ Contractor M/s. SHREEJA ASSOCIATE for the payment of Rs.10,00,000/00 (Rupees Ten Lakh only) directly to "Mrignayani Cosmetics Pvt. Ltd." by Demand Draft/Bankers Cheque on behalf of the First Party for immediate Cancellation of Registered Development Agreement being No. 160502675 and Registered Development Power of Attorney being No. 160502750 for the year 2016 with "M/s. Mrignayani Cosmetics Pvt. Ltd" .

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**ANDWHEREAS** thereafter having considered the viability of the project the Second Party Promoter/Builder/Developer herein M/s. SHREEJA ASSOCIATE by the prior confirmation of the First Party has paid Rs.10,00,000/00 (Rupees Ten Lakh only) to "Mrignayani Cosmetics Pvt. Ltd" as full and final payment on behalf of the First Party herein and therein Smt. Kalpana Sardar, Sri Dipayan Sardar and Smt. Rumpa Sardar Sinha particularly mentioned in Memorandum of understanding Dated 18/09/2021 therein for revocation of Development Agreement and Development Power of Attorney who has incurred expenses coasts and charges for development of land, architect fees, soil test, survey etc. and accordingly **Mrignayani Cosmetics Pvt. Ltd** duly accepted, acknowledged and received the said amount.

**ANDWHEREAS** accordingly on 23<sup>rd</sup> September 2021 Smt. Kalpana Sardar, Sri Dipayan Sardar and Smt. Rumpa Sardar Sinha jointly revoked the aforesaid Registered Development Agreement by a **Registered Deed of Revocation of Development Agreement** in the office of the A.D.S.R, Alipore 24-Parganas(S) and recorded in Book No. I, being deed No.160502416 for the year 2021 and also revoked the Registered Development Power Of Attorney by a **Registered Deed**  of Revocation of Development Power of Attorney on 23<sup>rd</sup> September 2021 in the same Registration office recorded in Book No. IV, being Deed no. 160500298 for the year 2021.

**AND WHEREAS** the Owners herein Smt. Kalpana Sardar, Sri Dipayan Sardar and Smt. Rumpa Sardar Sinha further desirous of finally developing the said aforesaid Schedule-A property, by the Promoter/Builder/Developer M/s. SHREEJA ASSOCIATE a partnership firm, having its Registered office at 2081, Chak-Garia, E-14, Sammilani Park, P.O.:- Santoshpur, P.S.:-Survey Park, Kolkata-700 075 represented by its partners (1) SRI ANIL CHANDRA GHOSH son of late Surendra Chandra Ghosh and (2) SRI TAPASH KUMAR GHOSH son of Sri Anil Chandra Ghosh, both permanently residing at 2081, Chak-Garia, E-14, Sammilani Park, P.O.:- Santoshpur, P.S.:-Survey Park, Kolkata-700 075 and approached the said Promoter / Builder /Developer to enter into a Registered Development Agreement for development of the said property lying situate at and premises No. 21C/1W, Paddapukur Road, Police Station : Previously Jadavpur then Patuli now Netaji Nagar, Kolkata : 700047, District : South 24 Parganas within Ward no. 98, Borough No. X of the Kolkata Municipal Corporation, 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:-

- 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.
- The abstract of title of the Owners to the said Schedule-A property as also the recitals herein above are all true and correct.
- The said Schedule-A Property, save and except for the tenants thereat, is free from all encumbrances and except the Owners no one else has/have any right title, interest claim of any nature whatsoever in the said schedule-A property.
- 4. The Owners shall clear all the Kolkata Municipal Corporation taxes, arrear dues in respect of the said schedule-A property till the date of handover of vacant possession thereof the Promoter/Builder/Developer, but the said amount initially paid by the Promoter/Builder/ Developer will be curtailed from the owners' remaining non-refundable consideration.
- 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 owners, to the knowledge of owners, in relation and/or in respect of the schedule-A property.

- 5. The Owners 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 their 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 KMC Premises No. 21C/1W, Paddapukur Road, Police Station: Previously Jadavpur thereafter Patuli now Netaji Nagar, Kolkata: 700047, District: South 24 Parganas within ward no. 98 Borough No. X, of the Kolkata Municipal Corporation.

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- 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 Kolkata Municipal Corporation 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 three storied building, or such stories as shall be sanctioned by Kolkata Municipal Corporation, to be constructed on said schedule-A property, in accordance the plan with modifications thereto, consisting of several shops, commercial space, 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 & Lift 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 commercial space/shops/ flats/ basement/ cars parking is completed at the properties by the Promoter/Builder/Developer and possession thereof handed over to the OWNERS as per OWNERS' 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 Kolkata Municipal Corporation 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 OWNERS have 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 OWNERS 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/Builder/Developer 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 :

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- 11.1. The OWNERS 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 Kolkata Municipal Corporation, Architects and Engineers in respect of the construction, costs for the purpose of obtaining licenses. The OWNERS 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 36 (Thirty-Six) months from the dated of singing of this Agreement, which includes the demolition of the existing building. 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 Owners herein Smt. Kalpana Sardar, Sri Dipayan Sardar and Smt. Rumpa Sardar Sinha are jointly entitled to 03 (three) Nos. of Flats being No. 1-A at 1<sup>st</sup> Floor, 2-A at 2<sup>nd</sup> Floor and 3-A at 3<sup>nd</sup> Floor each measuring 664 Sq.ft built-up-area and in total **1992 Sq.ft Built-Up Area** more or less including proportionate share of Stair and lift with lobby plus both stair and lift head rooms as per following calculation and 02(two) Covered Car-Parking Space at Gr. Floor of the said new building as per attached proposed plan and all the Owners jointly shall also be entitled to total **1375 Sq.ft** more or less Super Built Up Area on Ground Floor at rear side under the building for four nos. of existing old tenants

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together with proportionate share in the land measuring an area 06 Cotthas 08 Chittaks 00 Sq.ft more or less with all easementary right attached thereto being KMC premises No. 21C/1W, Paddapukur Road, KMC Ward No. 98, Police Station : Netaji Nagar, Dist: 24-Parganas (S), Kolkata : 700047, by following ways:

Floor	Туре	FLAT	Facing	Carpet Area In Sq.ft	Covered Area In Sq.ft	+	Prop. Share of ((Stair + Lift) + (Both Stair+ lift Head Room)) In Sq.ft	-	Built Up Area In Sq.ft
1ªt FL	2-BHK	1-A	North-West	507.50	572.75	+	91.60	-	664 SF
2rd FL	2-BHK	2-A	North-West	507.50	572.75	+	91.60	=	664 SF
3rd Fl.	2-BHK	3-A	North-West	507.50	572.75	+	91.60	=	664 SF
Gr. FL	COV.	A	Road Facing	135.00	135.00		NIL		135 SF
Gr.Fl.	COV.	8	Road Facing	135.00	135.00		NIL		135 SF
Floor	Туре	FLAT	Facing	Carpet Area In Sq.ft	Super Built In Sq.ft				
Gr. Fl.	1BHK	A	North West	230	300				
Gr. Fl.	1-BHK	B	South-West	230	300	]	<	1	
Gr. Fl.	1-BHK	D	North	230	300		-	6	
Gr. Fl.	2-BHK	C	South	330	475	1			

- b. That the owners shall be entitled to sale, transfer or dispose of or otherwise deal with the owners' allocation to their 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. All the Owners shall be jointly entitled to a sum of Rs. 18,00,000/- (Rupees Eighteen Lac only) and out of which Rs. 10,00,000/- (Rupees Ten Lac only) has been paid by the Second Party directly to the outgoing Developer "M/s. Mrignayani Cosmetics Pvt. Ltd on prior confirmation of the First Party/ Owners herein and therein at the time of Revocation of Previous Development Agreement and Development Power of Attorney being No.160502675 and 160502750 respectively for the year 2016 and all the owners herein Smt. Kalpana Sardar, Sri Dipayan Sardar and Smt. Rumpa Sardar Sinha have acknowledge and receipt the said amount accordingly at Memorandum of Agreement executed on 16<sup>th</sup> September 2021 by and between the First Party and the Second Party therein.
- d. All the Owners shall be jointly entitled to the remaining amount out of Rs.8,00,000/00 (Eight Lakh only) from the Second Party herein M/s. Shreeja Associate, the Promoter/ Builder / Developer/ Contractor within 15 days from sanction the building plan (KMC) after the deduction of following expenditures:

The revocation cost, stamp duty, registration fees, Commission Fees for registration, Advocate remuneration and its identical expenditure of Development Agreement & Development Power of Attorney with Mrignayani Cosmetics Pvt. Ltd.

- All arrear KMC taxes, revisional tax amount and present taxes to the KMC as per Bill ii.
- The Registration cost, stamp duty, registration fees, Advocate remuneration and its iii. identical expenditure of Registered Deed of Gift (if any) or the cost of Recovery of Deed (if any)and its identical expenditure.
- Expenses for new KMC Re-Mutation (if any), New KMC Taxation, Assessment Book iv. Copy, IB Book Copy correction (if any) and its identical expenditure.
- e. The Owners shall be entitled to house rent for their existing four nos. of tenants @4000/00 (Rupees four thousand only) per month each on and from date of shifting, till the possession handed over by the Second Party

#### **DEVELOPER'S SHARE AND ALLOCATION :** 14.

i.

The Second Party herein Builder/Developers "M/s. Shreeja Associate" is entitled to 06(six) 14.1 Nos. of Flats being No. 1-B & 1-C at 1<sup>st</sup> Floor, 2-B & 2-C at 2<sup>nd</sup> Floor and 3-B & 3-C at 3<sup>rd</sup> Floor including proportionate share of Stair and lift with lobby plus both stair and lift head rooms as per following calculation/measurement and 2 (two) Covered Car-Parking Space and 01(one) Open Car-Parking Space at Ground Floor in the new proposed building as per attached plan together with proportionate share in the bastu land measuring an area 06 Cotthas 08 Chittaks 00 SqF more or less with all easementary right attached thereto being KMC premises No. 21C/1W, Paddapukur Road, KMC Ward No. 98, Police Station : Netaji Nagar, Dist: 24-Parganas

Floor	Туре	FLAT NO	Facing	Carpet Area	Covered Area of the Flat	+	Prop. Share of {(Stair + Lift) + ( Both Stair+ lift Head Room)}	1	Built Up Area	
	<sup>st</sup> FL 3BHK 1-B	South-West	68.50 SM	74.764 SqM	+	11.96 SqM	=	86.724 SqM		
IN FL		1-D	Sour-week	737.50 SF	804.76 SqF	+	128.74 SqF	=	933.50 SqF	
and re	In another	2-B	South-West	68.50 SM	74.764 SqM	+	11.96 SqM	=	86.724 SqM	
2 <sup>nd</sup> FL 3BHK	2-0	South-west	737.50 SF	804.76 SqF	+	128.74 SqF	=	933.50 SqF		
and me		3-B	South-West	68.50 SM	74.764 SqM	+	11.96 SqM	-	86.724 SqM	
3 <sup>rd</sup> FL 3BHK	3BHK	3-0	South-west	737.50 SF	804.76 SqF	+	128.74 SqF		933.50 SqF	
	-	1-C	South-East	75.00 SM	82.41 SqM	+	13.19 SqM	=	95.60 SqM	
1 <sup>st</sup> FL 3BHK	1-0	South-East	807.50 SF	887.10 SqF	+	141.98 SqF	=	1029.00 SqF		
and m		2-C	South-East	75.00 SM	82.41 SqM	+	13.19 SqM	=	95.60 SqM	
2 <sup>nd</sup> FL 3BH	3BHK		2.0	2.0	South-cast	807.50 SF	887.10 SqF	+		=
	-	20	South-East	75.00 SM	82.41 SqM	+	13.19 SqM	=	95.60 SqM	
3** FL	3rd FL 3BHK	3-0	3-C South-East	807.50 SF	887.10 SqF	+		=	1029.00 SqF	
Gr. FL	COV.	c	Road Facing	PARNING	2500x5000	1	NIL		135 SF	
Gr. FL	COV.	D	Road Facing	PARKING	2500x5000	+	NIL	1	135 SF	

(S), Kolkata : 700047, by following ways:

The Promoter/Builder/Developer shall have the right to change the nature of use of its 14.2 allocation. The cost, charges and expenses therefore shall, however, be borne by the

#### Page 12 of 22

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 KMC. 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.

## 15. RIGHT TO CONSTRUCT ADDITIONAL FLOORS :

15.1. In the event the Kolkata Municipal Corporation 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 Owners and the Developer shall share in the ratio of 1:2 respectively.

#### 16. OWNER'S OBLIGATION :

- 16.1. The Owners 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 owners are 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 /owners are 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 has already got primary NOC from the existing tenants, and after execution of this Development Agreement within 15 (fifteen) days the First Party shall proceed for final Agreement with the tenants and the Promoter/ Builder/Developer shall join as the confirming party in said the Agreement. And after completion of the said new building, the owners and the confirming party shall jointly handed over their possession with proper registration. Each tenant shall bear total registration cost including identical expenditure.
- 16.10. The OWNERS hereby undertakes that they 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.
- 16.11. The OWNERS 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 OWNERS shall be liable to bear all new statutory charges, after the new building of owners' allocation is completed.
- 16.12. The OWNERS 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 36 (Thirty Sox) months from the date of signing of this agreement 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 36 months which is to be treated as a grace period.
- 17.2. The PROMOTER/BUILDER/DEVELOPER is entitled to and authorized to demolish the existing structure/s standing on the said premises and all debris, rubble, iron and steel structures, electrical fittings, bricks wooden materials etc accruing there from will absolutely belong to the Promoter/Builder/Developer and Owners will have no right or claim there over.

- 17.3. The PROMOTER/BUILDER/DEVELOPER shall use good quality materials and fixtures and fitting for constructing the said building as prescribed by the Architect.
- 17.4. 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.
- The PROMOTER/BUILDER/DEVELOPER shall, simultaneously with handing over possession of the OWNERS' 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 OWNERS indemnify the PROMOTER/BUILDER/ 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 OWNERS 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 multistoried 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 KMC 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 36(thirty-six) 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 owner's 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 KMC constructing thereon residential flat system building.

#### Page 17 of 22

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 owners 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.

# 21. MISCELLANEOUS :

- a. Any notice required to be given by the OWNERS or the PROMOTER/ BUILDER /DEVELOPER shall without prejudice to any other mode of service available be deemed to have been served either on the OWNERS 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 OWNERS 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.
- 22. 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 owners and the other Arbitrator to be appointed by the Promoter/ Builder/Developer and before reference the Arbitrator shall jointly appointed a Referee.

#### SCHEDULE-A ABOVE REFERRED TO

ALL THAT piece and parcel of revenue paying plot of bastu land measuring an area of 06K-08Ch-00Sqf (Six Cotthas Eight Chittaks) more or less comprised in C.S. Dag No. 350, C.S. Khatian No. 307 of Mouja : Raipur, J.L. No. 33, Collectorate Touzi No. 56, Pargana : Khaspur with all easementary right attached thereto together with old dilapidated RTS structure having an area 500 Sq.ft more or less with cemented flooring lying situate at and being Premises No. 21C/1W, Paddapukur Road, P.S. : Previously Jadavpur thereafter Patuli now Netaji Nagar, District : South 24-Parganas within the KMC ward no. 98, Borough No. X, Assessee No.210980705420, Kolkata 700047. 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	:	21/A, Paddapukur Rd, 3142mm Wide Comm. Pass, (C.S. Dag No 386)
ON THE EAST		C.S. Dag No. 387
ON THE SOUTH	:	Premises No. 21/C/1H, Paddapukur Road & C.S. Dag No 350(P)
ON THE WEST	;	5649 mm (Av) Wide KMC Road (Paddapukur Road)

#### 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.
  - Lift and allied machinery in the Said Building.
  - 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 KMC Sanction plan.
- 2. Floor Finish with Skirting,:-
  - (a) Flat:- Off white Vitrified tiles (2"X2") flooring with 4"skarting
  - (b) Toilet & W.C. :- Anti-skid (1'X1') Tiles flooring 6'-6" height wall glazed tiles
  - '(c) Kitchen:- Vitrified tiles flooring with 4"skarting and 2ft. Height glazed tiles above cooking plat form.
- 3. Plaster:-The outside of the Building will have sand cement plaster (1:6) 34 thick (average)

whereas the inside and the ceiling plaster will be 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: - (a). Wooden door Frames

(b). Commercial Flash o

(c). Aluminium tower bolt

- (d) Aluminium Chitkini with handle all doors
- (e). Night latch lock for main door only.

6. Windows:- (a) Aluminium sliding windows with 4m.m white frosted glass

(b) Front opening grill

7. Tollet, W.C, and Kitchen Fitting: -

Toilet: (a). One white Commode (Hindware) with white P.V.C Cistern,

- (b) One Commode Spray
- (c) One white Porcelain wash basin (Hindware).
- (d) One Hot & Cold water line for with one shower, two taps (D-sons or equivalent ISI)
- W.C :- (a) One white Commode (Hindware) with white P.V.C Cistern
  - (b) One Commode Spray (c) One shower with one tap.

Kitchen:- Kitchen steel sink, one tap & Green super finished cooking platform.

 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. Water Proofing: Water proofing treatment for toilet and on roof.

- Electrical: Concealed wiring with copper wires wiring for installation (Electrical fittings and materials will be with reputed brand Finolex wire and Oriva switch).
  - a) Each Bed room: 2 light points, 1 fan point, 1 plug point---5 amp
  - b) Liv/Din:- 2 light points, 2 fan points, 2 plug point-5 amp + 1 point 15 amp.
  - c) Kitchen- 1 light,1 exhaust fan point- 5 amp,1 power point-15amp
  - d) W.C. :- 1 light point 5amp,
  - e) Toilet:- 1 light point, 1 exhaust point- 5amp & 1-Giyzer Point (15 Amp)
  - f) Electric Bell push point.
  - g) Each Balcony: 1 light point-5amp. g) T.V point will be provided in living room only.
- 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 KMC.
- 12. Lift -Semi Automatic 04 -passenger.
- 13) Compound:- 5ft height compound wall to be made from existing ground level.
- 14) M.S. collapsible gate at main entrance of building.
- 15) Caretaker Booth (100 Sq.ft ) & one Service Toilet.

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

2.

SIGNED, SEALED AND DELIVERED by

In Presence of: -

WITNESSES

1. Kishore Kumen Hach. En14 Jammilani pork KOL- FS

2. Suchash Dutte Alipur folice coult Kot-27

1. Kalpana Sarialar

(SMT. KALPANA SARDAR)

Dupayan Sardoz

(SRI DIPAYAN SARDAR)

3. Knows Saradar Sicha

(SMT. RUMPA SARDAR SINHA)

#### (SIGNATURE OF OWNERS)

For Shreeja Associate

Partner

For Shreeja Associate

19 Partner

(SIG, OF PROMOTER/BUILDER/ DEVELOPER)

Drafted by:-Hapan chamaborh) Regel Ho. 103/2691/99 Alipone Police Court, Kathara. 20027. Typed By: Subury & ruli-Subimal Dutta Alipore Police Court Kolkata-27

#### MEMO OF PART CONSIDERATION

We Smt. Kalpana Sardar. Sri Dipayan Sardar and Smt. Rumpa Sardar Sinha the party of the First Part jointly received and acknowledge part consideration amount of Rs.10,73,100/00 (Rupees ten Lakhs seventy three thousand one hundred only) from the Second Party by following ways:

BANK NAME & BRANCH	By DD/CHQ	DATE	AMOUNT (Rs)
Axis Bank Ltd Survey Park Branch,Kolkata-700075	DD No. 006418	16/09/2021	5,00,000/00
Axis Bank Ltd Survey Park Branch,Kolkata-700075	DD No. 006419	16/09/2021	5,00,000/00
BOI, Hiland Park Branch, Kolkata-75	Chq. No.	21/09/2021	25,000/00
By Cash		21/09/2021	48,100/00
		TOTAL	10,73,100/00

(Rupees ten Lakhs seventy three thousand one hundred only)

2.

# WITNESSES

Typed By:-

1. Kishre Kunon Stark

2. Suchash Dutte

1. Kalpana Sandar

(SMT. KALPANA SARDAR)

Depayan Sandar

(SRI DIPAYAN SARDAR)

3. Runga Sardar Sinha

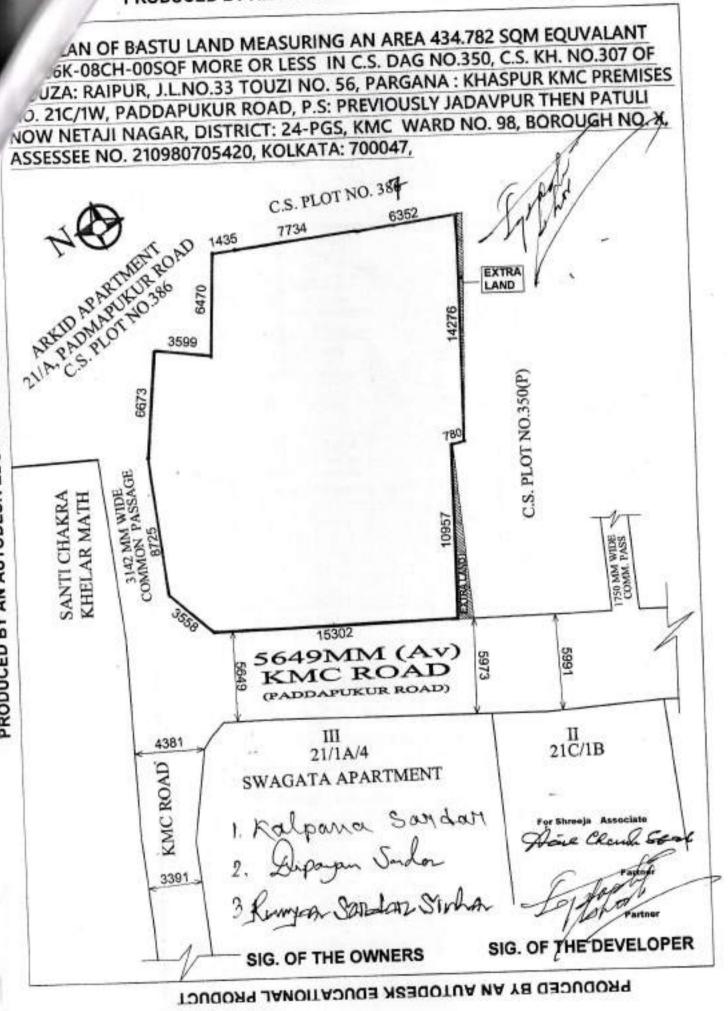
(SMT. RUMPA SARDAR SINHA)

# (SIGNATURE OF OWNERS)

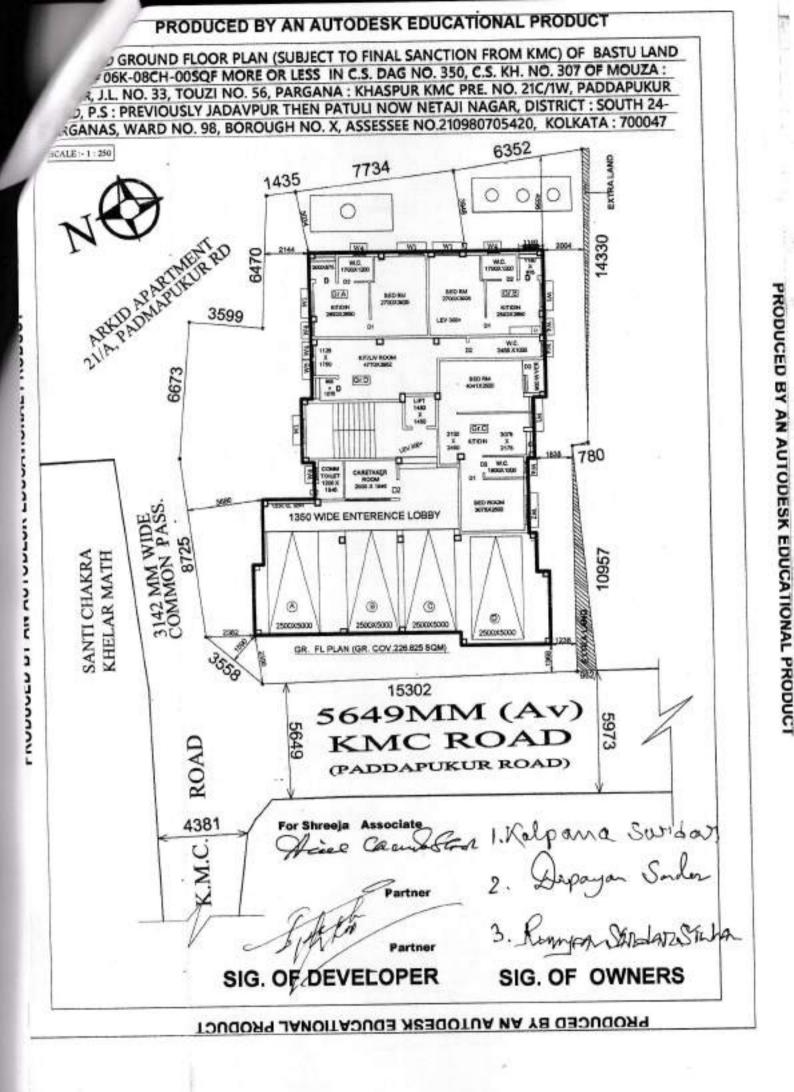
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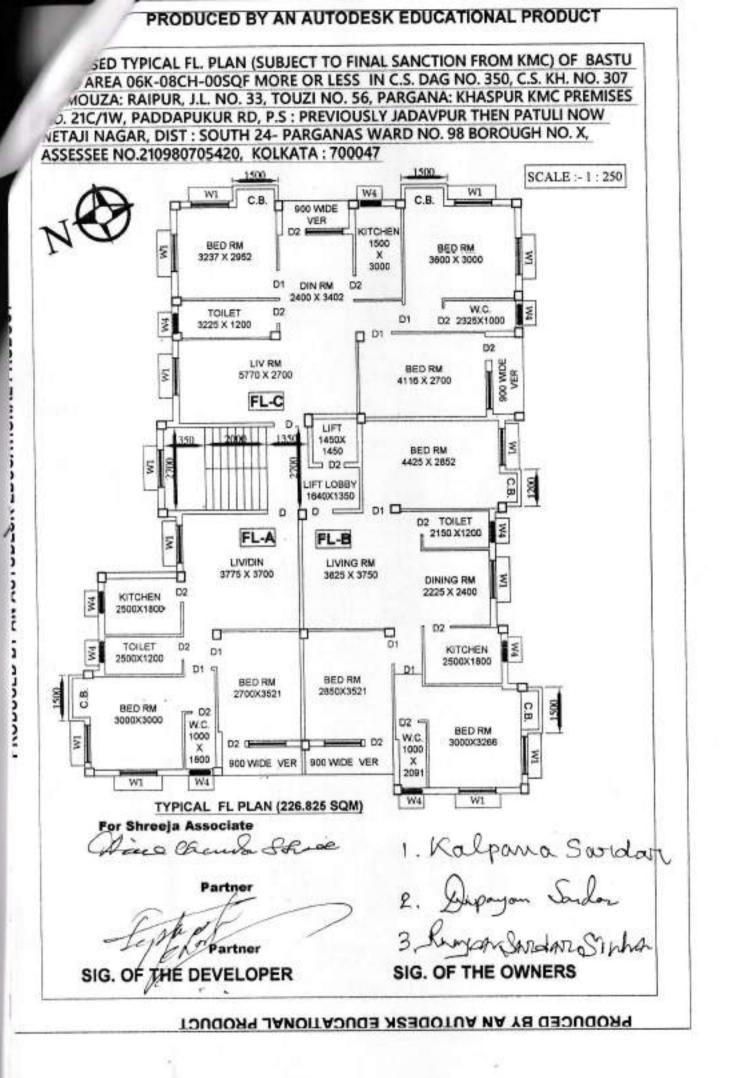
Subimal Dutta, Alipore Police Court, Kolkata-27.

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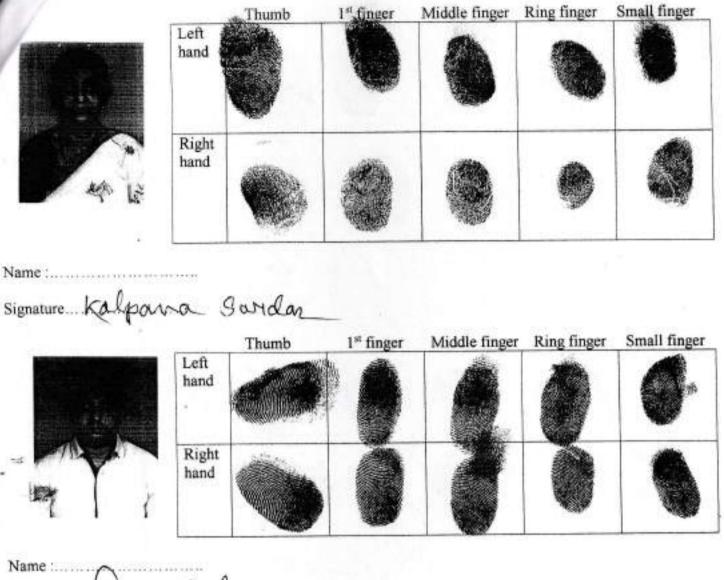
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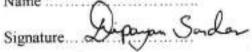




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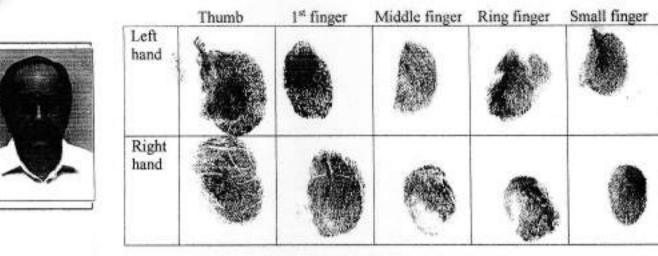


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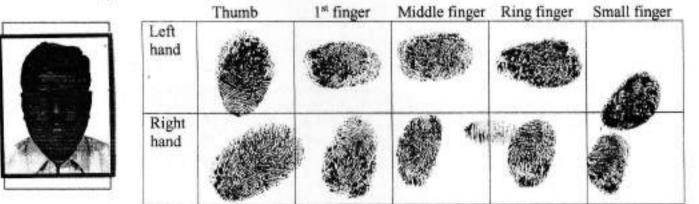
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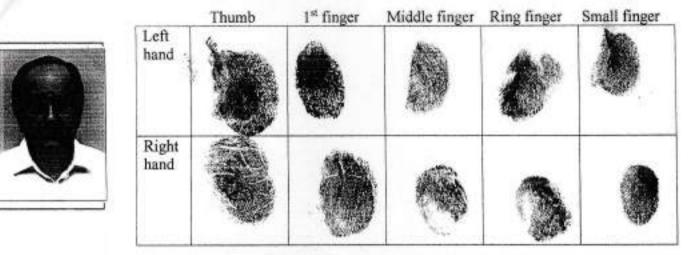
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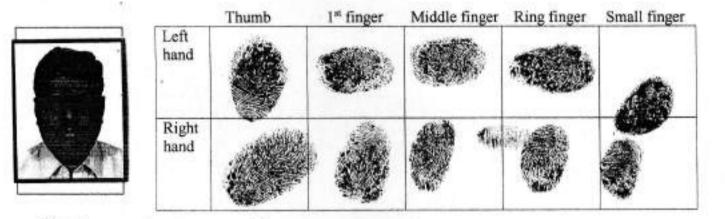
TAPASH RUNTAR GHOSH Name :.. Signature ... Middle finger Ring finger Small finger Thumb 1st finger Left hand 22 Right

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Name ANIL CHANDRA GHOCH Signaturo Acice Cama See



TAPASH RUMAR GHOSH Name :. Signature ... 1st finger Middle finger Ring finger Small finger Thumb Left hand 12 Right hand

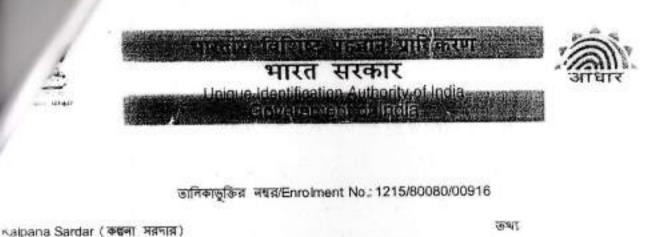
Name :.....

Signature.....

भारत रारकार आयकर दिमाग INCOME TAX DEPARTMENT GOVT. OF INDIA KALPANA SARDAR SHALLENDRA NATH NASKER 08/11/1960 Permanent Account Number CRLPS5325L

Halpen Suider - 1917 Signature

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J20N, SREE COLONY, Regent Estate, Kolkata, West Bengal - 700092

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प्रश्ना Your Aadhaa) No.:

2760 5943 4665



আমার আধার, আমার পরিচয়

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nix@ui.ai.gov.in

WeW

নারা দেশে মাল্য

আধারের জন্য আগনার একবারই ডাশিকান্ড্রক্তি করার ATTA TAVAT ATTA

বনার্চ্য আর আপলার বর্তনাল মোমাইন নম্বর এবং ই-মেইন ঠিকালা: গরীকত কাচন। এতে ভবিষয়েত আপনার বিভিন্ন সুবিধা পাওরা মহজ 1874

जन्म कामा करकार

কল্পনা সরদান

A STRATERNET CRANDING

Kalpana Sardar

महिना / FEMALE

জন্মভারিম/ DOB: 08/11/1960

OF INDIA

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এ কাশ্বার পরিচয়ের প্রমাশ, নাগরিকছের প্রমাশ নয়

এটা এফ ইলেন্টলিক প্রক্রিয়ায় ভৈরী পত্র

পরিচাযের প্রমাণ অনলাইন অথেন্টিকেশন দ্বারা লাভ করুন

**INFORMATION** 

Adhaar is a proof of identity, not of citizenship.

To establish identity, authenticate online.

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Please update your mobile number and e-mail address. This will help you to avail various services in future.

भारतीय विशिष्ठ-पहचान प्राधिकरण UNIDUSIDENTIFICATIONALISCHORIPPOFINDIA

ठिकानाः এটেট, কেলকাতা, পশ্চিম বঙ্গ - 700092

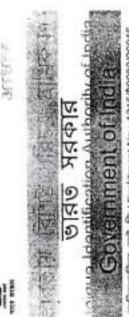
Address: 2/2054, 3) कामानी, जिल्लाफ 2/20N, SREE COLONY, Regard Estate, Kolkata, West Bengal - 700092

2760 5943 4665 আমার আধার, আমার পরিচয়

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MERA AADHAAR, MERI PEHACHAN

DUCHEEN DEBETHERT DUPAYAN SARDAR SHYAMAL KUMAR SARDAR OFIN et al 1 22/07/1983 Permitters Account Notices CUDPS5125H



া দারিচমের প্রমাপ, লাগরিকদেরে প্রমাগ নার।

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र्शतिहासुद्र उमाल जननादेन प्रमानीवन्त्रभ द्वास। माठ

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Dipayan Sardar 2/20N SREE COLONY Regent Estate Circus Avenue Kolkala Weel Bengal 700092 Regent Estate Strings south 2

and the stand of identity, not of citizenship

INFORMATION

To establish identity, authenticate online



JUNNING WAR WAR YOUR ABOTHABI NO. :

# 2298 3280 4229

আখার – সাধারণ মালুষের অধিকার

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Durbaar will be helpful in availing Government

success is valid throughout the country .

प्राक्षित प्रयासक घरते।

and Non-Government services in future .

🝵 🗝 ডবিশ্বান্ত সরকারী ও বেদরকারী শরিবেযা

সমায়ে সারা (দলে মান্য)

\*\*\*\*\* allecation Authority of India Picture atom with the A

2/20M, SREE COLOWY, Report Address 2/2038, 51 acris, 5086

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Estate, Kolkata, Regent Estate. West Bangal, 700092

www.uchu.gov.e 2298 3280 4229 Naturality and Market

সাধারণ মানুষের অধিকার

I.

2298 3280 4229

Father : Shysmal Kumar Sardar

BITTER BIHS PHILE : 184

Dipayan Sardar

HISSN MARK

aughter / DOB : 22/07/1983

ORM / Male

Government of India

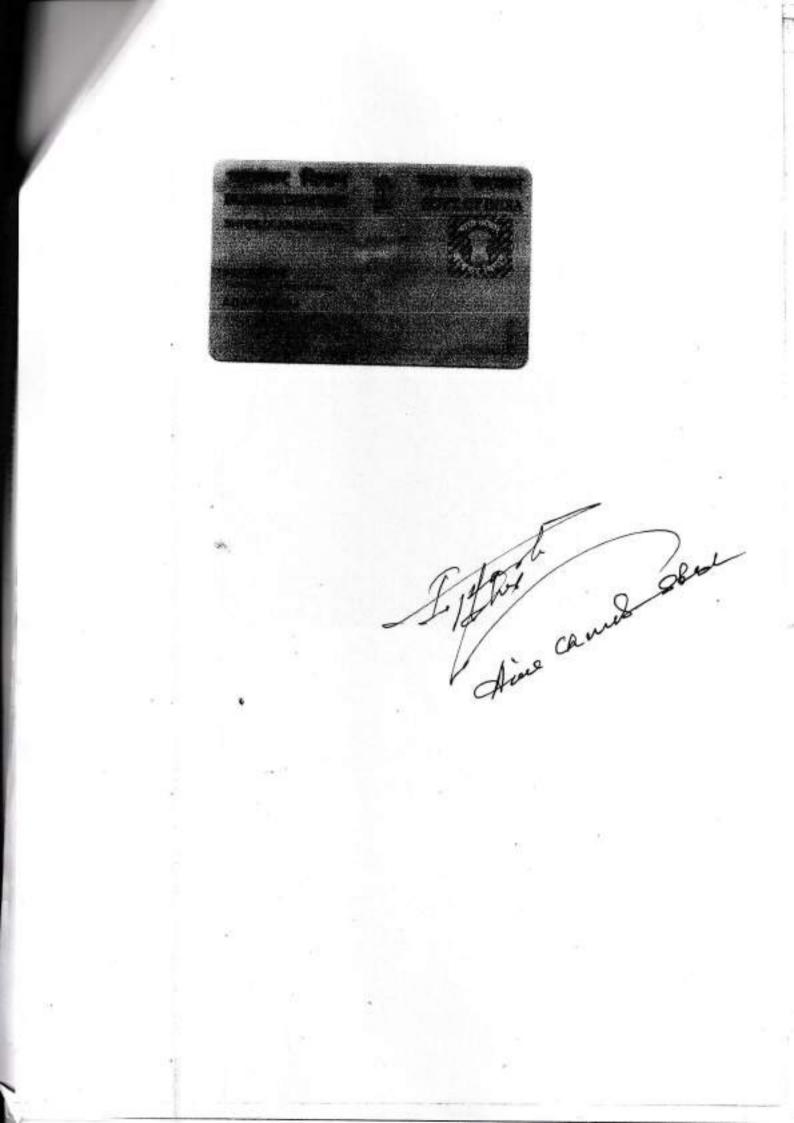
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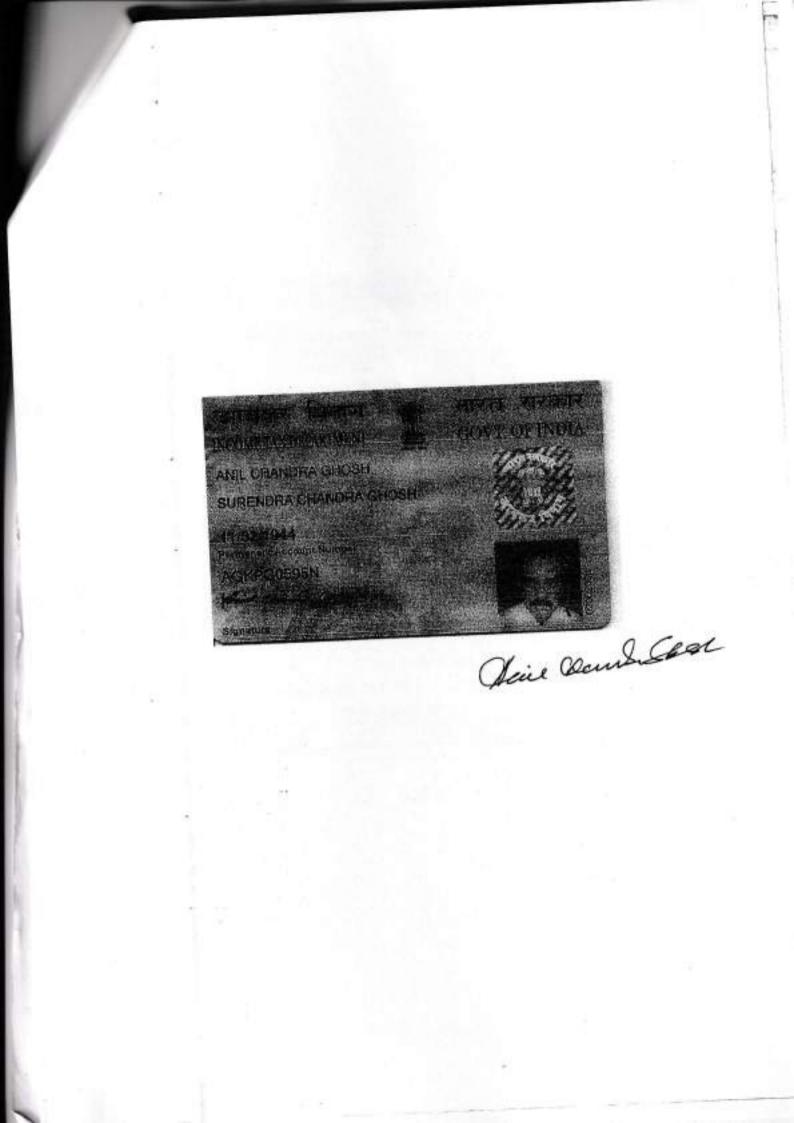


In case this card it has / faced, kindly inform / return to / Income Tax PAN Services Unit, UTTESL Plot No. 3, Sector 11, CED Belages, Next Mambel - 400 614.

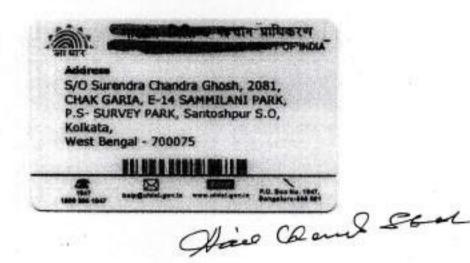
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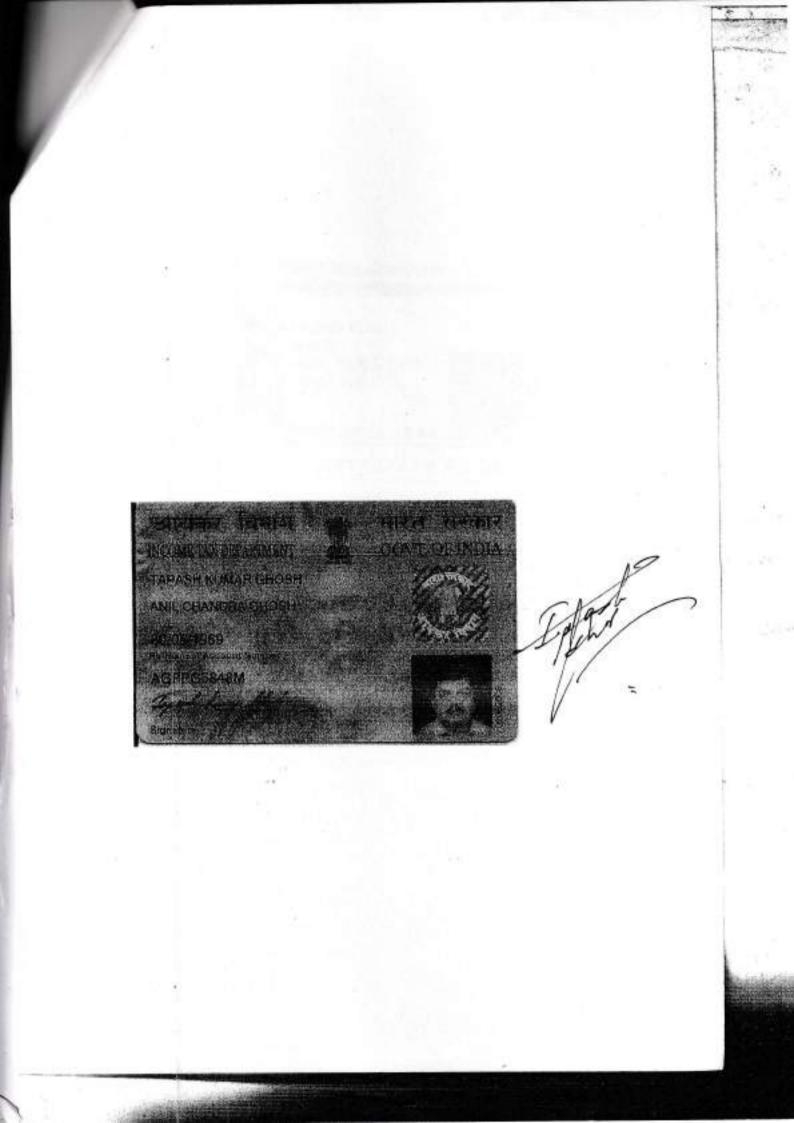


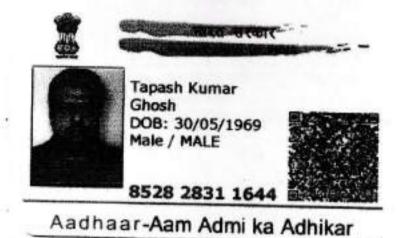


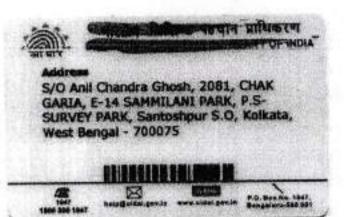












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**ধা-দানিক**রন 10000 w of India ्भाह Address: S/D: Khoken Dutte, suARKEL BAGAN, Repor Sonerpur (M), South 24 विकास: /: (सावन मात्र सावटकन समाप्त, बोल्ट्रांड (स्टांस प्रमा (का) manife, start at same 6482 6817 8560 20 a helphan

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## Major Information of the Deed

d No :	1-1603-08883/2021	Date of Registration 01/10/2021			
Juery No / Year	1603-2001941680/2021	Office where deedlis registered			
Query Date	27/09/2021 6:30:48 PM	1603-2001941680/2021			
Applicant Name, Address & Other Details	BAPI CHAKRABORTY ALIPORE POLICE COURT, Than BENGAL, PIN - 700027, Mobile N	nana : Alipore, District : South 24-Parganas, WEST le No. : 8777066058, Status :Deed Writer			
Transaction		Additional Transaction			
[0110] Sale, Development / agreement	Agreement or Construction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 18,00,000/-]			
Set Forth value	New York of the second states of the second s	the in Market Vell of the full of the second s			
Rs. 2/-		Rs. 73,59,752/-			
Stamoduty Paid(SD)	the second second second second	Registration Real Faic			
Rs. 10,071/- (Article:48(g))		Rs. 18,053/- (Article:E, E, B)			
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip area)				

## Land Details :

District: South 24-Parganas, P.S:- Patuli, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Padma Pukur Road, , Premises No: 21C/1W, , Ward No: 098 Pin Code : 700047

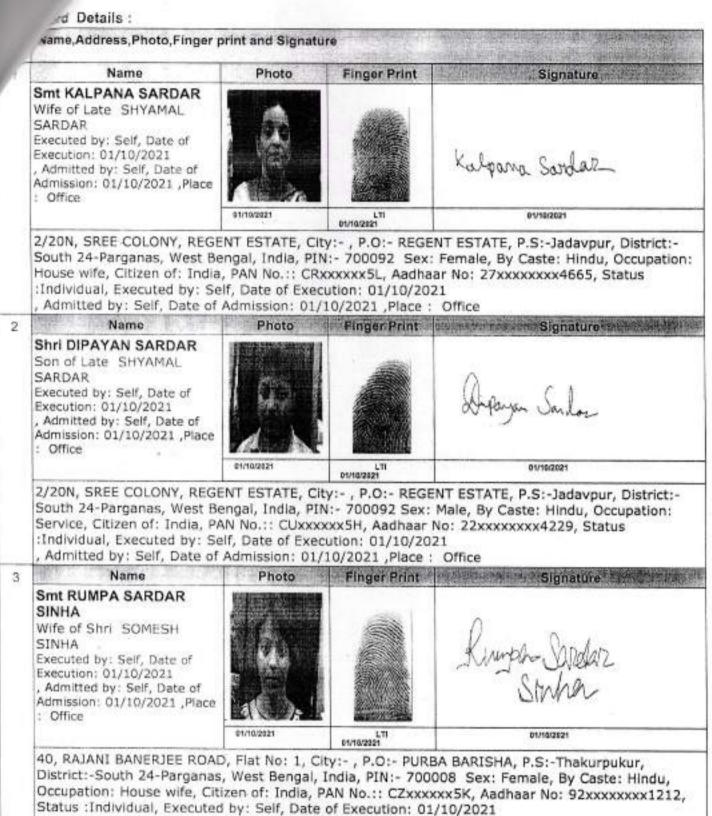
Sch No	Plot	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu		6 Katha 8 Chatak	1/-		Width of Approach Road: 20 Ft.,
	Grand	Total :			10.725Dec	1/-	72,24,752 /-	

### Structure Details :

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(In Rs.)	
S1	On Land L1	500 Sq Ft.	1/-	1,35,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete

	Total :	500 sq ft	1/-	1,35,000 /-	
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, Admitted by: Self, Date of Admission: 01/10/2021 ,Place : Office

12/11/2021 Query No:-16032001941680 / 2021 Deed No :1 - 160308883 / 2021, Document is digitally signed.

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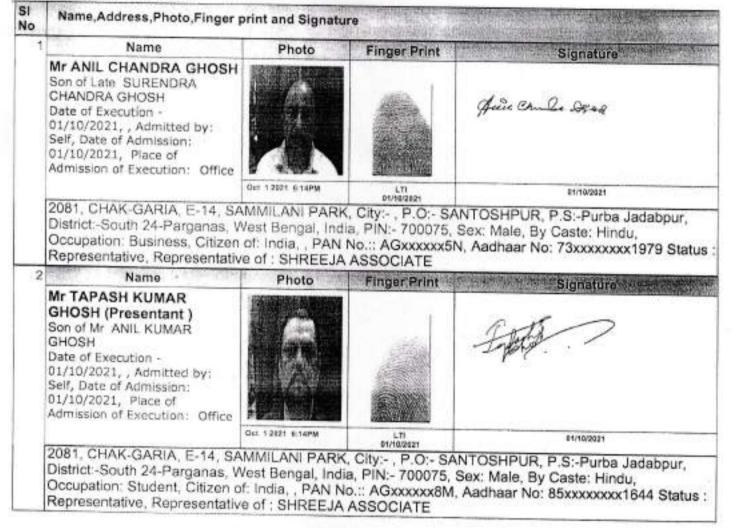
#### per Details :

## Name,Address,Photo,Finger print and Signature

## SHREEJA ASSOCIATE

2081, CHAK-GARIA, E-14, SAMMILANI PARK, City:-, P.O:- SANTOSHPUR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075, PAN No.:: ADxxxxxx8J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

## Representative Details :



#### **Identifier Details :**

Name	Photo	Finger Print	Signature	
Mr SUBHASH DUTTA Son of Late KHOKAN OUTTA LASKARPUR NARKELBAGAN, City: P.O:- LASKARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153			Sulhalh duta	
	01/10/2021	01/10/2021 RDAR, Smt RUM	01/10/2021	

12/11/2021 Query No:-16032001941680 / 2021 Deed No 1 - 160308683 / 2021, Document is digitally signed.

	s of property for L1	and the second
	From	To. with area (Name-Area)
	Smt KALPANA SARDAR	SHREEJA ASSOCIATE-3.575 Dec
1	Shri DIPAYAN SARDAR	SHREEJA ASSOCIATE-3.575 Dec
3	Smt RUMPA SARDAR SINHA	SHREEJA ASSOCIATE-3.575 Dec
Trans	fer of property for S1	
SI.No	From	To. with area (Name-Area)
1	Smt KALPANA SARDAR	SHREEJA ASSOCIATE-166.66666700 Sg Ft
2	Shri DIPAYAN SARDAR	SHREEJA ASSOCIATE-166.66666700 Sg Ft
3	Smt RUMPA SARDAR SINHA	SHREEJA ASSOCIATE-166.66666700 Sq Ft

12/11/2021 Query No:-16032001941680 / 2021 Deed No :1 - 160308883 / 2021, Document is digitally signed.

#### -2021

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

issible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 , of Indian Stamp Act 1899

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

Presented for registration at 16:29 hrs on 01-10-2021, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr TAPASH KUMAR GHOSH .

#### 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 73,59,752/-

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

Execution is admitted on 01/10/2021 by 1. Smt KALPANA SARDAR, Wife of Late SHYAMAL SARDAR, 2/20N, SREE COLONY, REGENT ESTATE, P.O: REGENT ESTATE, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by Profession House wife, 2. Shri DIPAYAN SARDAR, Son of Late SHYAMAL SARDAR, 2/20N, SREE COLONY, REGENT ESTATE, P.O: REGENT ESTATE, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by Profession Service, 3. Smt RUMPA SARDAR SINHA, Wife of Shri SOMESH SINHA, 40, RAJANI BANERJEE ROAD, Flat No: 1, P.O: PURBA BARISHA, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession House wife

Indetified by Mr SUBHASH DUTTA, , , Son of Late KHOKAN DUTTA, LASKARPUR NARKELBAGAN, P.O: LASKARPUR, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by profession Business

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

Execution is admitted on 01-10-2021 by Mr ANIL CHANDRA GHOSH.

Indetified by Mr SUBHASH DUTTA, . , Son of Late KHOKAN DUTTA, LASKARPUR NARKELBAGAN, P.O: LASKARPUR, Thana: Sonarpur, . South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by profession Business

Execution is admitted on 01-10-2021 by Mr TAPASH KUMAR GHOSH,

Indetified by Mr SUBHASH DUTTA, , , Son of Late KHOKAN DUTTA, LASKARPUR NARKELBAGAN, P.O: LASKARPUR, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by profession Business

#### **Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 18,053/- (B = Rs 18,000/-, E = Rs 21/-, H = Rs 28/-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 18,021/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/09/2021 8:21PM with Govt. Ref. No: 192021220089724978 on 30-09-2021, Amount Rs: 18,021/-, Bank: SBI EPay (SBIePay), Ref. No. 8831455735735 on 30-09-2021, Head of Account 0030-03-104-001-16

#### t of Stamp Duty

ed that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 50/-, by ne = Rs 10,021/-

ascription of Stamp

1. Stamp: Type: Impressed, Serial no AB3655, Amount: Rs.50/-, Date of Purchase: 13/09/2021, Vendor name: Mahabub Hassan Paik

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/09/2021 8:21PM with Govt. Ref. No: 192021220089724978 on 30-09-2021, Amount Rs: 10,021/-, Bank: SBI EPay ( SBIePay), Ref. No. 8831455735735 on 30-09-2021, Head of Account 0030-02-103-003-02

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Debasish Dhar DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS South 24-Parganas, West Bengal

Pane 46 of 47

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ume number 1603-2021, Page from 291076 to 291122 being No 160308883 for the year 2021.



Digitally signed by DEBASISH DHAR Date: 2021.11.12 17:58:41 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 2021/11/12 05:58:41 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS West Bengal.

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ef Registration under section 50 and Rule 69. ed in Book - I une number 1603-2021. Page from 291076 to 291122 ng No 160308883 for the user 2021.



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