

DEVELOPMENT AGREEMENT

DATED

12TH DAY OF FEBRUARY, 2023

REGISTERED AT

THE OFFICE OF THE DISTRICT SUB - REGISTRAR - III AT ALIPORE.

RECORDED IN

BOOK NO. 1

VOLUME NO. 1603 - 2023

PAGES FROM 73028 TO 73067

BEING NO. 160302320 FOR THE YEAR 2023.

BY

SRI ASIM KUMAR BHADRA AND ANOTHERS

... LAND OWNERS.

TO AND IN FAVOUR OF

M/S. BANIK CONSTRUCTION.

... DEVELOPER.

0978/23 VC-433/23

-1-1-2320/23

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000



পশ্চিমবঙ্গ পশ্চিম बंगाल WEST BENGAL

W 489954

কম্পিউটার সিস্টেম ইন্সটিটিউট
রেজিস্টার্ড ডেভেলপার
কম্পিউটার সিস্টেম ইন্সটিটিউট
কম্পিউটার সিস্টেম ইন্সটিটিউট

[Handwritten Signature]

Alipore, South 24-parganas

16.02.23

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS
THE 12TH DAY OF FEBRUARY, 2023 (TWO
THOUSAND AND TWENTY THREE), ANNO DOMINI.

For BANK CONSTRUCTION

Maha Banik
Proprietor

22811

06 FEB 2023

JL No. Date

Rs. 1000 /

Name. Tapajit Roy (Adv)

Address. Alipore Judges Court, Kol-27

Sm

SMRITI BIKASH DAS
 Govt. Licence Stamp Vender
 Alipore Police Court
 Kol-27

• Arun Bhadra



1493

• Arun Bhadra



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• Anil Kumar Bhadra



1495

N. Bhadra

(Mandir Bhadra)



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 12 FEB 2023

B E T W E E N

(1) SRI ASIM KUMAR BHADRA (PAN ACXPB 7599 Q), (2) SRI ASIT BHADRA (PAN AEGPB 4896 R) – both are sons of Late Asutosh Bhadra, both are Retired Persons, both are residing at 6/1, Upendra Biswas Sarani, Jadavpur Kamarpukur, Kolkata – 700032, Post Office Jadavpur University, Police Station Jadavpur, District South 24 Parganas, (3) SRI ARUP BHADRA (PAN ADRPB 8930 G), son of Late Asutosh Bhadra alias Ashutosh Bhadra, by occupation Business, residing at D – 39, Kalachand Para, Kolkata – 700084, Post Office Garia, Police Station Banskroni (previously Regent Park), District South 24 Parganas, (4) SMT. NANDINI BHADRA (PAN ADQPB 6558 F), daughter of Late Amulya Bhusan Deb, wife of Late Amit Bhadra, a Retired Professor, residing at Flat No. 901/A, Dheeraj Gaurav Ht 2, Off New Link Road, Andheri West, Mumbai Azad Nagar, Mumbai – 400053, Post Office Azad Nagar, Police Station Amboli, District Mumbai, Maharashtra, (5) SRI ARINDAM BHADRA (PAN AWEPB 0737 D), son of Late Amit Bhadra, by occupation Service, residing at 901/A, Dheeraj Gaurav Heights 2, Off New Link Road, Andheri West, Azad Nagar Andheri Mumbai Suburban, Mumbai – 400053, Post Office Azad Nagar, Police Station Amboli, District Mumbai, Maharashtra AND (6) SMT. MALINI AMIT BHADRA (PAN AVAPB 8739 J), daughter of Late Amit Bhadra, by occupation Service, residing at 903/A, Dheeraj Gaurav Heights 2, Off New Link Road, Andheri West, Azad Nagar Andheri Mumbai Suburban, Mumbai – 400053, Post Office Azad Nagar, Police Station Amboli, District Mumbai, Maharashtra – all are by religion Hindu, by nationality Indian, hereinafter jointly called and referred to as the LAND OWNERS (which term or expression shall unless excluded by or repugnant to the context shall mean & include their respective heirs, successors, executor, administrators, legal representatives & assigns) of the FIRST PART.

A N D

M/S. BANIK CONSTRUCTION, a Sole Proprietorship Concern, having its office at 'UDAYAN' (Ground Floor), 10, Upendra Biswas Sarani, Kolkata – 700032, Post



1496

Mait (Choolya)



1497.

M Bhadra
(Mahini Amit Bhadra)



1498

A Bhadra
(Arindam Bhadra)



1499

Mala Bani &



1500

Subscribed by me.

Advocate

High Court Judge's Court,
Kolkata - 700024



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Office Jadavpur University, Police Station Jadavpur, District South 24 Parganas and being represented by its Sole Proprietress namely SMT. MALA BANIK (PAN AJZPB 5600 M), daughter of Late Amal Kumar Chatterjee, wife of Sri Dipak Banik, by religion Hindu, by nationality Indian, by occupation Business and residing at 10, Upendra Biswas Sarani, Kolkata - 700032, Post Office Jadavpur University, Police Station Jadavpur, District South 24 Parganas, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Sole Proprietress's heirs, executors, successors, administrators and legal representatives and assigns) of the **SECOND PART**.

WHEREAS the Land Owners have agreed to authorize and entrust the Developer herein-named to construct a multi storied building on the said land property more fully and particularly described in the **FIRST SCHEDULE**, according to the Plan, which is going to be sanctioned by the Competent Authority of The Kolkata Municipal Corporation and as per the following terms and conditions on which both the Parties have mutually agreed.

AND WHEREAS in this agreement unless it be contrary or repugnant to the context the following words or terms shall have the following meaning:-

DEFINITION

I} The "**FIRST PART**" shall mean and include the **OWNERS** of the Land Property, which is more fully mentioned under the First Schedule hereunder written and their respective heirs and successors, representatives, legal representatives, executors and assigns.

II} The "**SECOND PART**" shall mean and include the "**DEVELOPER**" and its successors-in-office, representatives, legal representatives, executors and assigns.

III} The said "**PROPERTY OR LAND**" shall mean ALL THAT the piece or parcel of Bastu Land measuring or containing more or less 04 (Four) Cottahs 02 (Two) Chittacks 23 (Twenty Three) Sq. Ft., along with a temporary tile shed structure measuring about 500 (Five Hundred) Sq. Ft., standing thereon, lying and situate within the District: South 24-



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Parganas, Police Station - Jadavpur, Additional District Sub Registrar Office at Alipore, Pargana Khaspur, Touzi No. 147 / 68, J.L. No. 35, Mouza - Jadavpur, appertaining to C.S. Khatian No. 155, corresponding to L.R. Khatian No. 531 to 536, comprising R.S. & L.R. Dag No. 3033 and 3034, within the limits of the Kolkata Municipal Corporation Ward No. 102 and being known and numbered as the KMC Premises No. 17, Upendra Biswas Sarani (Kamarpara) {having the mailing address as 6/1, Upendra Biswas Sarani}, Kolkata 700032 and assessed under the Assessee No. 31-102-15-0017-7.

IV} "PROPOSED BUILDING" shall mean a Straight Three storied building / type, which is going to be constructed, on the said premises mentioned above, as may be sanctioned by the Competent Authority of The Kolkata Municipal Corporation.

V} "THE PLAN" shall mean the said Building Plan, which shall be sanctioned, by the Competent Authority of The Kolkata Municipal Corporation, as per the Building Plan to be sanctioned, for the purpose of construction of a Straight Three storied building over the land and shall include any amendments and modifications thereof.

VI} "THE ARCHITECT" shall mean any duly qualified person or persons firm or firms having proper License to undertake construction work to be appointed by the Developer Concern for construction of the said Building in the said premises as per the Building Plan, as may be sanctioned by The Kolkata Municipal Corporation.

VII} "THE SALEABLE AREA" shall mean the space in the said proposed Building available for independent use and occupation including common portions and/ or common facilities (i.e. super built-up area).

BUILT - UP AREA shall mean Flat Area (including Partition Wall) along with proportionate share of the Staircase and Stair landing.

SUPER BUILT - UP AREA shall mean Built - Up Area along with common areas.

VIII} "LAND OWNERS' ALLOCATION" shall mean, the Land Owners / First Parties will be Provided with the following Allocation, out of the total constructed area to be constructed on the basis of the Building Plan, as shall be sanctioned by the Competent Authority of The Kolkata Municipal Corporation -



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* ALL THAT the self – sufficient Residential Flat, being No. A1, on the South – Western side of the Ground Floor ;

* ALL THAT the self – sufficient Residential Flat, being No. B1, on the South – Western side of the First Floor ;

* ALL THAT the self – sufficient Residential Flat, being No. B3, on the South – Eastern side of the First Floor ;

* ALL THAT the self – sufficient Residential Flat, being No. C3, on the South – Eastern side of the Second Floor AND

* 50% of the Roof Covered Car Parking Space at the Ground Floor

-- TOGETHER WITH the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities to be constructed by the Developer at its own cost ALONG WITH the common users, facilities, amenities, liabilities and common roof right.

IX} “DEVELOPER’S ALLOCATION” shall mean the remaining construction area (except the Owners’ Allocation) to be constructed on the basis of the Building Plan, as may be sanctioned by the Competent Authority of The Kolkata Municipal Corporation –

* ALL THAT the self – sufficient Residential Flat, being No. A2, on the North – Western side of the Ground Floor ;

* ALL THAT the self – sufficient Residential Flat, being No. A3, on the South – Eastern side of the Ground Floor ;

* ALL THAT the self – sufficient Residential Flat, being No. B2, on the North – Western side of the First Floor ;

* ALL THAT the self – sufficient Residential Flat, being No. C1, on the South – Western side of the Second Floor ;

* ALL THAT the self – sufficient Residential Flat, being No. C2, on the North – Western side of the Second Floor AND

* 50% of the Roof Covered Car Parking Space at the Ground Floor --



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TOGETHER WITH the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities to be constructed will be of the Developer's Allocation.

N) "COMMON PARTS, USERS AND FACILITIES" shall mean and include common passage, common users, staircase - cum - landing, Roof, equipment and accessories for common use and enjoyment.

NI) "PROPORTIONATE SHARE" means the share which is agreed to be fixed Owners' and Developers' shares respectively in the land, on the basis of the respective allocation.

DETAILS OF THE TITLE OF THE LAND

WHEREAS one Asutosh Bhadra alias Ashutosh Bhadra son of Late Surendra Chandra Bhadra, had become the sole and absolute Owner and Possessor of ALL THAT the piece and parcel of land, measuring about 04 (Four) Cottahs 02 (Two) Chittacks 23 (Twenty Three) Sq. Ft., along with a temporary tile shed structure measuring about 500 (Five Hundred) Sq. Ft., standing thereon, lying and situate within the District: South 24-Parganas, Police Station - Jadavpur, Additional District Sub - Registrar Office at Alipore, Pargana Khaspur, Touzi No. 147 / 68, J.L. No. 35, Mouza - Jadavpur, appertaining to C.S. Khatian No. 155, corresponding to L.R. Khatian No. 531 to 536, comprising R.S. & L.R. Dag No. 3033 and 3034, within the limits of the Kolkata Municipal Corporation Ward No. 102, by way of purchase, from the then Owners namely Hiranmoy Mullick and others, by virtue of execution and registration of a Bengali Deed of Sale dated 06.03.1961, which was duly registered at the Office of the District Sub Registrar, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 46, from 87 to 93 Pages and being Deed No. 1828 for the year 1961.

On and from the date of purchase of the said property, the said Asutosh Bhadra alias Ashutosh Bhadra son of Late Surendra Chandra Bhadra have become the sole and absolute Owner and Possessor of the above mentioned property and also started to



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possesses and enjoy the same solely and absolutely and without any disturbance and / or hindrance from anybody and free from all encumbrances.

During his such sole, absolute and peaceful possession and enjoyment of the said property, the said Asutosh Bhadra alias Ashutosh Bhadra son of Late Surendra Chandra Bhadra died intestate on 17.02.2007, leaving behind him his wife namely Lila Bhadra and four sons namely Asim Kumar Bhadra, Amit Bhadra, Asit Bhadra and Arup Bhadra, as his only heirs and / or successors to succeed and / or inherit the properties as left by the said Asutosh Bhadra alias Ashutosh Bhadra.

Be it mentioned here that the mother of the said Asutosh Bhadra alias Ashutosh Bhadra namely Jaylakshmi Bhadra died since long.

During their such joint, absolute and peaceful possession and enjoyment of the said property, the said Amit Bhadra died intestate on 31.01.2014, leaving behind him his mother namely Lila Bhadra, wife namely Nandini Bhadra and only son namely Arindam Bhadra and only daughter Malini Amit Bhadra, as his only heirs and / or successors to succeed and / or inherit the properties as left by the said Amit Bhadra.

Subsequently, the said Lila Bhadra died intestate on 03.01.2020, leaving behind her three sons namely Asim Kumar Bhadra, Asit Bhadra and Arup Bhadra, daughter – in – law namely Nandini Bhadra and grandson namely Arindam Bhadra and granddaughter namely Malini Amit Bhadra, as her only heirs and / or successors to succeed and / or inherit the properties as left by the said Lila Bhadra.

AND WHEREAS after the death of the said Asutosh Bhadra alias Ashutosh Bhadra, Amit Bhadra and Lila Bhadra, the said Asim Kumar Bhadra, Asit Bhadra, Arup Bhadra, Nandini Bhadra, Arindam Bhadra and Malini Amit Bhadra, became the joint and absolute Owners and Possessors of the above mentioned property and started to possess and enjoy the said property jointly and absolutely and without any disturbance and / or hindrance from anybody and thereafter mutated their names in the books and records of the Competent Authority of the Kolkata Municipal Corporation and the said property has started to be known and numbered as the KMC Premises No. 17, Upendra Biswas Sarani



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(Kamarpara) {having the mailing address as 6/1, Upendra Biswas Sarani}, Kolkata 700032 and started to be assessed under the Assessee No. 31-102-15-0017-7.

During their such joint, absolute and peaceful possession and enjoyment of the said property, the said Asim Kumar Bhadra, Asit Bhadra, Arup Bhadra, Nandini Bhadra, Arindam Bhadra and Malini Amit Bhadra, being the Land Owners herein-named, for the purpose of better utilization of the property and to gain something more out of their property, have mutually decided to raise a multi - storied building there on their Schedule mentioned land property i.e. ALL THAT the piece or parcel of Bastu Land measuring or containing more or less 04 (Four) Cottahs 02 (Two) Chittacks 23 (Twenty Three) Sq. Ft., along with a temporary tile shed structure measuring about 500 (Five Hundred) Sq. Ft., standing thereon, lying and situate within the District: South 24-Parganas, Police Station - Jadavpur, Additional District Sub - Registrar Office at Alipore, Pargana Khaspur, Touzi No. 147 / 68, J.L. No. 35, Mouza - Jadavpur, appertaining to C.S. Khatian No. 155, corresponding to L.R. Khatian No. 531 to 536, comprising R.S. & L.R. Dag No. 3033 and 3034, within the limits of the Kolkata Municipal Corporation Ward No. 102 and being known and numbered as the KMC Premises No. 17, Upendra Biswas Sarani (Kamarpara) {having the mailing address as 6/1, Upendra Biswas Sarani}, Kolkata 700032 and assessed under the Assessee No. 31-102-15-0017-7, but not having so much man power and set-up, time to endeavor, as also with the intention to materialize their desire through a Developer, they have decided to entrust the above-named MALA BANIK, being the Sole Proprietress of M/S. BANIK CONSTRUCTION, to raise a Straight Three storied building there on their First Schedule mentioned land property, under some specific terms and conditions.

Finding the project a viable one, the said Developer has agreed to take charge of the project, under some settled terms and conditions as mentioned herein.

TITLE ENTITLEMENT AND COVENANTS THEREOF:-

a. The Land Owners do hereby declare that they have absolutely seized and possessed of the said premises, as enumerated under the FIRST SCHEDULE herein, without having any claim, right, title or interest of any person thereto and the said property is absolutely



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free from all charges, liens, demands, suits, requisitions/ acquisitions etc. and the Land Owners have good right, title, interest and power to enter into this Agreement with the Developer for the purpose contained in these presents.

b. The Land Owners hereby further undertake that the Developer shall be entitled to construct and complete the proposed building in the said Premises, more fully described in the First Schedule hereunder as per the Building Plan, to be sanctioned by The Kolkata Municipal Corporation.

c. The Land Owners further covenants that there is no excess vacant land within the meaning of Urban land (Ceiling & Regulation) Act. 1976.

d. The Developer is entering into this Agreement, on the basis of the representation made by the Land Owners that they are the absolute owners of the said property having indefeasible right and title of premises thereunto.

EXCAVATION, DEVELOPMENT AND COVENANTS THEREOF:-

i) After execution and registration of instant Agreement, the Land Owners shall put the Developer into joint possession with them in the said premises and the Land Owners do hereby authorize the Developer for development and construction of the proposed building for residential purpose contemplated these presents and after completion of the proposed building, as per the Sanctioned Building Plan, the Developer will deliver the possession to the Land Owners of their allocation by issuing Letter of Possession more fully stated in the Second Schedule herein below and the Developer will be free from the obligation after handing over the Owners' Allocation to the Owners.

ii) The Developer herein may enter into any Construction Agreement unto any person, organization or firm for development of this property.

iii) The debris, which will be realized by demolishing the existing structure, will be realized exclusively by the Developer and the Developer shall provide Two 02 BHK Flat accommodation and One Godown as shifting to the Land Owners namely Asim Bhadra and Asit Bhadra, from the date of vacating the said Premises.



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iv) The Developer hereby undertakes to complete the construction of the proposed building in accordance with the Sanctioned Plan, by the authorities consisting of Flats, Car Parking Spaces and common portions etc. at the costs of the Developer and/or at the cost of the proposed buyers by taking advance from them against respective Agreement for Sale.

v) After completion of construction, the Developer shall be entitled to complete the sale of the Flats, Car Parking, etc., to the intending Purchaser / s out of it's allocation, together with proportionate share in the land of the said premises by virtue of Registered Deed of Conveyance to be executed by the Land Owners herein through the Developer, being their Constituted Attorney, in favour of the intending Purchaser/s to be confirmed by the Developer herein. It is to be mentioned here that the Land Owners herein will be under strict obligation to take the delivery of the possession of their Allocation within 30 (Thirty) days from the date of intimation, to be made by the Developer, thereafter the Land Owners shall not be provided with any shifting charges.

vi) It is to be mentioned here that although the entire property is measuring about 04 (Four) Cottahs 02 (Two) Chittacks 23 (Twenty Three) Sq. Ft. but the Land Owners and the Developer have decided to construct on the piece and parcel of land, measuring about 03 (Three) Cottahs 14 (Fourteen) Chittacks 07 (Seven) Sq. Ft., lying and situate within the District: South 24-Parganas, Police Station – Jadavpur, Additional District Sub – Registrar Office at Alipore, Pargana Khaspur, Touzi No. 147 / 68, J.L. No. 35, Mouza - Jadavpur, appertaining to C.S. Khatian No. 155, corresponding to L.R. Khatian No. 531 to 536, comprising R.S. & L.R. Dag No. 3033, within the limits of the Kolkata Municipal Corporation Ward No. 102 and being known and numbered as the KMC Premises No. 17, Upendra Biswas Sarani (Kamarpara) {having the mailing address as 6/1, Upendra Biswas Sarani}, Kolkata 700032 and assessed under the Assessee No. 31-102-15-0017-7.

vii) The Developer, if required, will modify and / or alter, if any, from The Kolkata Municipal Corporation and / or to the appropriate authority for its modifications or approval in the names of the Land Owners for completing construction of the said proposed building at the said premises expeditiously and without any delay with due



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consent and prior approval of the Land Owners and the Architect herein and all expenses thereto shall be borne by the Developer. In this context, it is to be mentioned here that if the Land Owners will make any modifications or alteration out of their allocation, after getting the required Building Plan, to be sanctioned from the Competent Authority of The Kolkata Municipal Corporation, then the Land Owners have to bear the expenses for regularization of the same.

viii) The Developer will be under the obligation to raise the construction of the proposed building, as per the Building Plan, sanctioned by the Competent Authority of The Kolkata Municipal Corporation, but during the process of construction, if the Developer will make any deviation, addition and/or alteration, subject to the approval of the Engineer and/or Architect, engaged for the Project and the same must be approved and/or regularized by the Competent Authority of The Kolkata Municipal Corporation, at the costs and responsibilities of the Developer and the Developer will remain positively liable to avail the required Completion Certificate from the Competent Authority of The Kolkata Municipal Corporation at its' own costs, after completion of the construction of the proposed building. The Developer shall handover the Copy of the Completion Plan and Completion Certificate to the Land Owners.

ix) All applications, plans, papers and documents referred hereinabove for the purpose of obtaining the necessary modification of the building plan/plans for construction of the proposed building, shall be submitted by the Developer in the names of the Land Owners PROVIDED always that the Developer shall be exclusively liable to bear all such expenses and on behalf of the Land Owners, Developer shall make all payments and / or deposits to the appropriate or Concerned Authority.

x) The Land Owners shall render all reasonable assistance or co-operation to the Developer necessary for applying and/or obtaining quotas, permissions, clearance, approvals from the Authority or Authorities concerned and other Authorization required to sign, make, file, amend, prosecute withdraw and/or to follow up the same and/or do all other acts, deeds, matters and things necessary for such purpose.



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xi) The Land Owners and the Developer shall abide by all the terms and conditions contained herein and the Rules and Regulations of the Authorities concerned for its implementation as the case may be and shall attend to answer them.

xii) Any outstanding payment of rents, rates and taxes etc. before the Competent Authority of The Kolkata Municipal Corporation will be the responsibility of the Land Owners and the responsibility of regularization of the property in respect of The Kolkata Municipal Corporation for the purpose of materialization of the project will be the responsibility of the Developer and the Land Owners shall assist in all respect towards the same, the Developer will make payment of all payables in respect of the Project during the continuation of the Project and only after getting the possession of the Allocation of the Land Owners, the Land Owners will become duty bound to pay the proportionate share of all payables in respect of their allocation.

xiii) Any outstanding payment of rents, rates and taxes etc. before the Competent Authority of The B.L. & L.R.O. will be borne by the Land Owners and the Developer in 50 : 50 ratio and for getting mutation and converting the said property in Bastu before the Competent Authority of the B.L. & L.R.O. the entire expense shall be borne by the Developer and the Land Owners shall pay a sum of Rs. 74,000/- (Rupees Seventy Four Thousand) only to the Developer and that shall be paid at the time of getting possession of the Land Owners' Allocation and the responsibility of regularization of the property in respect of The B.L. & L.R.O. for the purpose of materialization of the project will be the responsibility of the Developer and the Land Owners shall assist in all respect towards the same, the Developer will make payment of all payables in respect of the Project during the continuation of the Project and only after getting the possession of the Allocation of the Land Owners, the Land Owners will become duty bound to pay the proportionate share of all payables in respect of their allocation.

xiv) The entire expenses for getting the Mutation Certificate in the name of the present Land Owners shall be borne by the Developer herein but the entire expenses shall be refunded by the Land Owners at the time of getting the Land Owners Allocation.



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xv) After getting the Land Owners Allocation by the Developer, the Developer shall assist the Land Owners to get their said Allocation Partitioned in their respective name and also to get it mutated but all the expenses shall be borne by the Land Owners herein jointly.

xvi) That the Developer shall take all necessary steps to pay all taxes and all other outgoings thereto from the date of handing over possession and during the continuation of the Project, the Developer shall pay all the taxes and other outgoings till the date of delivery of the Land Owners' Allocation.

xvii) The Developer will be at liberty to put its' name anywhere in the property by fixing board or by any other method for the purpose of advertisement or to bring the notice of the General Public about the construction and the Land Owners and / or their nominee or nominees will never obstruct in that case, unless the same in any way hurts anybody's interest.

xviii) That the Land Owners shall have full right and liberty to inspect all the building materials, sanitary goods, electrical fittings and fixtures, etc. which are to be used for construction of the proposed building.

PROPOSED CONSTRUCTION AND COVENANTS THEREOF:

i) After execution of this Agreement the Developer shall construct the said proposed building in workmanship like manner in accordance with the Building Plan, to be sanctioned by The Kolkata Municipal Corporation with standard building materials and facilities and in conformity with the Building Rules.

ii) The Developer shall be authorized in the name of the Land Owners in so far as it necessary to apply for and obtain quota, entitlement and other allocation for cement, steel, bricks and other materials allocable to the Land Owners for the construction of the proposed building and similarly to apply for and obtain temporary and/ or permanent connections of Electricity and Water Supply, if any, necessary for the construction of the proposed building and for all commission and omission in respect of the above, the Developer shall remain responsible and liable.



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iii) Barring *force majeure* and / or circumstances beyond its control i.e. flood, earthquake, delay in availability of building materials, strike, change in Government policies, the Developer will complete the construction of the said proposed building in the said premises expeditiously within 24 (Twenty Four) calendar months from the date of availing the necessary Building Sanction Plan from the Competent Authority of the Kolkata Municipal Corporation.

iv) The Certification of the Architect so appointed in respect of the quality of the material used in the said building shall be final and binding to the Land Owners as well as the Developer subject to the further inspection of the concerned authority of The Kolkata Municipal Corporation.

v) The Land Owners shall regularize the papers and / or documents in respect of the said property before the Competent Authority of the Kolkata Municipal Corporation before execution of this document.

CONSIDERATION AND COVENANTS THEREOF:

i) All costs of construction as to be so incurred by the Developer on behalf of the Land Owners shall be deemed to be the payment made by the Land Owners towards the consideration for the permission given by the Land Owners to utilize their land for construction of the proposed building and for the cost of the construction of the Land Owners' allocation in the said proposed building in its habitable conditions and upon making all arrangements to put the Land Owners in occupation in their allocated portion together with proportionate share in the land and the common areas and facilities available in the said proposed Building and the Certificate of the Architect so appointed regarding the completion thereof shall be final and binding upon the parties hereto.

ii) For the part of the Developer's Allocation as aforesaid in the said proposed building, the Developer shall be entitled to charge a remuneration out of costs for construction to be collected from the proposed buyers of the entire saleable area out of its allocation in the proposed building to be constructed by the Developer at its own costs and / or at the expenses of the proposed buyers or expected buyers of the flats, garages, spaces,



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etc., and the Land Owners shall not interfere with the Developer's fixing any rate for construction of the proposed flats, garages, spaces, etc., within their allocated portion to the respective Purchaser/s of the said flats and spaces and also shall not be entitled to claim any portion thereof.

iii) That all the expenses in respect of searching and investigation of title of the said premises, documentation, execution and registration thereof shall be borne and paid by the Developer solely.

COMMON FACILITIES AND LIABILITIES AND COVENANTS THEREOF.

i) After the execution of this Agreement all taxes and other outgoings in respect of the said properties shall be paid and borne by the Developer and there after the Developer shall be liable to pay in proportion for the undelivered and unsold flats out of it's allocation.

ii) As and from the date of handing over the physical possession of the Land Owners' Allocation of the flats, etc., to the Land Owners, the Land Owners shall be responsible to pay and bear all rates, taxes, service charges etc., for the common facilities / portions of their allocated portion in the proposed building proportionately and for flats wholly and for the saleable space, under the Allocation of the Developer, as kept by the Developer, the Developer shall be liable for payment of the same in the above manner.

COMMON USE AND ENJOYMENT AND COVENANTS THEREOF:

The Developer herein on transfer of all the flats to the proposed buyers or to any other occupier shall cause to form a Society, making the Owners and the Occupiers of the flats and all the prospective buyers, members thereof for maintenance and management of the proposed building, common portions thereof etc., and the Land Owners herein shall not object to that.



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IT IS FURTHER DECLARED AND AGREED BY AND BETWEEN THE PARTIES HEREIN:

i) The Developer after examination of all documents, which are produced before them, title of the Land Owners and being fully satisfied with the marketable title has entered into this agreement.

ii) That the Land Owners and the Developer have entered into this Agreement purely on a principal basis and nothing stated herein shall be deemed or constructed as a Partnership between the Developer and the Land Owners nor shall the Developer and the Owners in any manner constitute as an association of persons and each party shall keep the other indemnified from and against the same.

iii) After execution of this Agreement, the Developer shall be entitled to enter into agreement for sale of self-contained flats and garage or any portion of the proposed building out of the Developer's allocation except the Owners' allocation, with any prospective buyer or buyers and the Developer shall also be entitled to receive money as advance and/or part payment of the consideration for the sale of any flat or any portion thereof at the Developer's price at it's own risk and responsibility.

iv) The Developer will be under the obligation to put the Land Owners first into the possession of the Allocation of the Land Owners in full complete condition of the building and then the Developer is entitled to put any Third Party / Purchaser / s into the possession, in respect of the Developer's Allocation and/or any part thereof or execute and make the same registered any type of Deed of Transfer (including Deed of Sale) to and in favour of any intending Purchaser/s, but during the process of construction, the Developer will become entitled to enter into any Agreement for Sale with any intending Purchaser /s in respect of the Developer's Allocation and/or any part thereof and may receive the consideration amount and/or any portion thereof from the intending Purchaser/s at the risk and responsibility of the Developer.

v) The Land Owners shall at the request of the Developer, execute and register with the Competent Authority the required General Power of Attorney, in favour of the Developer, on the strength of which the Developer will become eligible to execute the



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required Deed or Deeds of Sale of any flat/s or any portion of the said building from the Developer's allocation to every intending or prospective buyer or buyers, on behalf of the Owners and the Developer shall join the said Deed as Developer / Confirming Party.

vi) The Developer shall have absolute right to sell, lease or utilize the entire portion of the said proposed building except the Owners' allocation in lieu of and/or as and by way of cost of construction along with the remuneration of the Developer for the construction of the building, described in the Third Schedule only and the said Developer shall be liable to pay all taxes and outgoings including Income tax thereof for its' transfers and/or assignments.

vii) The Land Owners shall not claim any part of the consideration as may be mentioned in the proposed Deed of Sale in respect of the Developer's allocation to be executed by the Land Owners and the Developer, in favour of any buyer of any flat or any portion thereof together with proportionate share or interest in the land and the Developer shall be entitled to appropriate the entire sale proceeds of the said sale.

viii) The consideration money which will be mentioned in the Deed of Sale executed by the Owners, through their constituted Attorney, in favour of the buyer and/or transferee out of the Developer's allocation or any portion thereof, shall not be treated or considered under any circumstances as income of the Land Owners and the Land Owners shall not be liable to pay any tax in respect of the said money. Subject to the aforesaid, the Land Owners and/or their constituted Attorney shall be liable to execute the Deed of Conveyance for transfer in favour of the prospective buyer or buyers the proportionate share or Interest in the land only.

ix) The Developer shall not be entitled to claim any money from the Land Owners for the construction of the said building and also for Land Owners' allocation.

x) The Land Owners do hereby authorize and fully empower the Developer to prepare and to do all acts deeds and things which will be necessary to be done by the Land Owners for construction of the building, upon the land described in the First Schedule hereunder written pursuant to this Agreement only and in that respect the Land Owners shall execute and register the necessary General Power of Attorney in favour of the Developer to do all



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the acts, deeds and things in respect of the disposal and execution of the Deeds by the Developer for and on behalf of the Land Owners, as their Attorney, but the right and power of disposal and execution of the Deed / s will be in respect of the Developer's Allocation only.

xi) If any dispute or differences arises between the parties for the implementation of the terms of this agreement or regarding the interpretation of the language of this Agreement or in respect of any of the terms of this Agreement, both the parties shall refer the same to any Arbitrator, the parties hereto both do hereby nominate *in consensus*, whose decision in resolving the matter in dispute shall be binding upon the parties hereto and each of them undertake to abide themselves by such decision and all dispute between the parties herein shall be governed by the Arbitration and Conciliation Act, 1996.

xii) It is to be mentioned here that in case of dissatisfaction and/or disagreeing by the Parties, they or any of them may seek any other relief from any Jurisdictional Court of Law for proper relief on the basis of any applicable Law/s in force.

xiii) The Land Owners shall under no circumstances create any impediment or obstruction to the smooth construction of the building as per the building plan to be sanctioned by The Kolkata Municipal Corporation and render all possible co-operations but the Land Owners shall have access to the construction site for inspection of the progress of the work and in case of any untoward incident or violation of the terms of the Agreement, the Land Owners will become entitled to take necessary action for the same.

xiv) It is hereby agreed that the Land Owners are under the strict obligation to pay up-to-date all the dues and arrears, in respect of the property tax and the Developer shall pay all rent, rates & taxes to the Concerned Authorities after taking the physical possession of the said land property and upon delivery of the possession of the respective portion and/or portions after issuing Letter of Possession and/or executing Sale Deed and/or Deeds to the respective Owner and/or Owners the liability of paying all kinds of rates and/or taxes and/or other outgoing liabilities in respect of the said proposed building will proportionately devolve upon the respective Owner/s.



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xv) In the process if the Developer pays any excess amount to The Kolkata Municipal Corporation on and/or any other Authority and/or Authorities concerned in course of construction of building on the said property in the name of the Land Owners, then the Developer shall be entitled to have the amount refunded by it's name and to enable that the Land Owners or their appointed or nominated person/s will stand ready to execute any legal document and/or documents and/or to act without raising any objection or requisition.

xvi) The Land Owners do hereby give license and permission to the Developer and/or their representative/s, to enter upon the said property described in the Schedule written below or any part thereof as aforesaid with full right and authority to commence, carry on and complete the said construction work thereon in accordance with the permission herein given.

xvii) The Land Owners or their appointed or nominated person/s will be under the obligation to sign and execute from time to time the papers and the necessary applications for layouts, sub-division, construction of the building for the approval by The Kolkata Municipal Corporation or other Authorities but all the costs, charges and expenses including the charges for Architect in this connection shall be borne and paid by the Developer and it shall hereby indemnify and keep indemnified the Land Owners from and against all the actions, suits, proceedings, fines, penalties, fees and all costs, expenses, charges and damages incurred and/or suffered by the Land Owners.

xviii) If necessary, the Land Owners or their nominated or constituted person/s will be under the obligation to sign all the application or papers for seeking necessary permission and sanction by the Competent Authority of the State Govt. under the provisions of the Urban Land (Ceiling and Regulation) Act, of 1976 for the transfer of the said property described in the Schedule hereunder written either by one Deed or as many deeds as required in favour of the Competent Person. However, it will be the responsibility of the Developer to file application and/or applications with the Concerned Authorities and pursue the said application/s and obtain the said permission of the State Government and/or Competent Authority at its own costs, expenses, charges and risks.



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xix) The Land Owners have not agreed, committed or constructed or entered into any Agreement including Agreement for Sale or Lease in respect of the said property with any other firm or company other than this Developer and that they have not created any mortgage, charge or any other encumbrances of the said property as mentioned herein.

xx) The Land Owners have not done any act, deed, matter or thing whereby or by reason whereof, the development of the said property may be prevented or affected in any manner whatsoever.

xxi) The Land Owners have not received any notice from the Government nor from any local body or authority or body nor has any type of notice been served upon any of them.

xxii) Each and every document about or involving the said property will be prepared by the Advocate for the Developer and approved by the Land Owners themselves or their constituted Attorney or Advocate. Each and every part of this Agreement should bear their respective Advocates' fees from their own pocket / fund.

xxiii) Simultaneously with the execution of this Agreement the Land Owners shall deliver all the original documents relating to the right, title, interest and possession of them in the said property and the Developer will grant proper receipt to that effect and the Land Owners undertake to hand-over all such other original documents to the Developer.

xxiv) It is assured by the Land Owners that they will give marketable title to the said property relating to the Schedule below and in the event of any disputes over such property the Land Owners will resolve and settle the same at their own cost and expenses but if required the Developer will co-operate the Land Owners keeping themselves within the jurisdiction of Law.

xxv) The Developer and its men, agents, engineers, architects, masons, labours, contractors will have free access at the said premises and will take all necessary steps/actions required for implementation of the project by construction of Building on the said property, inviting buyers by putting on banners and advertisement in respect of its allotted portion and also by publication in the paper and the Land Owners will not raise any objection or put any question or ask anything for the same if not prejudiced in any way.



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xxvi) The Land Owners further undertake to execute and register a Power of Attorney in favour of the Developer simultaneously with the execution of this Agreement or afterwards when required conferring authority to dispose of the Developer's allocated portion in the said building by executing and registering Deeds of Sale in favour of intending buyers.

xxvii) It is agreed upon that, if for any reason the Land Owners cannot able to register a General Power of Attorney in favour of the Developer or it's nominated person/s, conferring rights upon it to transfer it's allocated portion, within the said building in favour of the intending buyers by executing and registering Deeds of Sale, the Land Owners undertake to execute and register such Deed of Sale in favour of the intending buyers selected and/or nominated by the Developer with regard to the allotted portion of them in the said proposed building and also proportionate land interest along with the other common facilities and rights of the said building without raising any question and/or objection and/or requisition.

xxviii) The amount realized by the sale proceeds of the Developer's allocation along with the proportionate land interest and common rights and facilities will be considered as consideration money and will get adjusted against the cost of construction of the building and also remuneration for preparation of plans, costs and fees for sanction of the same and other miscellaneous expenses incurred by the Developer (i.e. the same will be adjusted against it's account).

xxix) In case of death of any of the Parties under this Agreement the legal heirs and/or successor-in-interest will be substituted as the party and he or she or they will be bound to regard and fulfill the terms and conditions set-forth in the instant Agreement.

xxx) The Developer shall indemnify and keep indemnified the Land Owners against all losses, damages, costs, charges and expenses that will be incurred by or suffered by the Land Owners arising out of any breach of any of these terms or any law, rules or regulations or due to accident or any mishap during construction and vice-versa will happen due to any claim made by any Third Party in respect of the title or possession of the property or otherwise howsoever.





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xxxi) The Developer shall be entitled to enter into separate contracts in it's own name with building contractors, architect and others for carrying out the said construction work at it's own risk and costs.

xxxii) If any accident or mishaps occurs during the construction of the building, the Developer shall be solely liable for the same and in any circumstances, the Land Owners shall not have any liability.

xxxiii) If during the mid-way of construction, the work of construction is stopped, by the Land Owners illegally or the Agreement is cancelled by the Land Owners illegally or the Developer is restricted illegally to construct, then the Developer will be at liberty to claim for it's investment, charges for labour, set-up, ideas and profit in addition with the interest on investment and damages also along with the non - refundable amount which has been paid till date by the Developer to the Land Owners herein and then the Land Owners will stand liable to reimburse the same as per the Bill raised on scrutiny, but in case the Developer could not be able to complete the construction within the stipulated period then the Land Owners may cancel the Agreement and then the Developer will remain entitled to get refund of it's investments etc. as mentioned above and to release the Project.

xxxv) If any Supplementary Agreement will be executed subsequently (in connection with this Agreement or with this Project) then that must be considered as the part and parcel of the instant Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE LAND PROPERTY)

ALL THAT the piece or parcel of Bastu Land measuring or containing more or less 04 (Four) Cottahs 02 (Two) Chittacks 23 (Twenty Three) Sq. Ft., along with a temporary tile shed structure measuring about 500 (Five Hundred) Sq. Ft., standing thereon, lying and situate within the District South 24-Parganas, Police Station - Jadavpur, Additional District Sub - Registrar Office at Alipore, Pargana Khaspur, Touzi No. 147 / 68, J.L. No. 35, Mouza - Jadavpur, appertaining to C.S. Khatian No. 155, corresponding to L.R. Khatian No. 531 to 536, comprising R.S. & L.R. Dag No. 3033 and 3034, within the limits



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of the Kolkata Municipal Corporation Ward No. 102 and being known and numbered as the KMC Premises No. 17, Upendra Biswas Sarani (Kamarpara) (having the mailing address as 6/1, Upendra Biswas Sarani), Kolkata 700032 and assessed under the Assessee No. 31-102 15-0017-7.

The property is butted & bounded by:

- ON THE NORTH : Property under 6/3, Upendra Biswas Sarani ;
- ON THE SOUTH : 10'-00" wide KMC Road;
- ON THE EAST : 10'-00" wide KMC Road ;
- ON THE WEST : Property under 6/2, Upendra Biswas Sarani.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(PARTICULARS OF THE LAND OWNER'S ALLOCATION)

The LAND OWNER'S ALLOCATION shall mean, the Land Owners / First Parties will be Provided with the following Allocation, out of the total constructed area to be constructed on the basis of the Building Plan, as shall be sanctioned by the Competent Authority of The Kolkata Municipal Corporation -

- * ALL THAT the self - sufficient Residential Flat, being No. A1, on the South - Western side of the Ground Floor ;
- * ALL THAT the self - sufficient Residential Flat, being No. B1, on the South - Western side of the First Floor ;
- * ALL THAT the self - sufficient Residential Flat, being No. B3, on the South - Eastern side of the First Floor ;
- * ALL THAT the self - sufficient Residential Flat, being No. C3, on the South - Eastern side of the Second Floor AND
- * 50% of the Roof Covered Car Parking Space at the Ground Floor
- TOGETHER WITH the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities to be constructed by the



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Developer at its own cost ALONG WITH the common areas, facilities, other obligations and common roof right.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(PARTICULARS OF THE DEVELOPER'S ALLOCATION)

The "DEVELOPER'S ALLOCATION" shall mean the remaining construction area (except the Owners' Allocation) to be constructed on the basis of the Building Plan, as may be sanctioned by the Competent Authority of The Kolkata Municipal Corporation -

* ALL THAT the self - sufficient Residential Flat, being No. A2, on the North - Western side of the Ground Floor ;

* ALL THAT the self - sufficient Residential Flat, being No. A3, on the South - Eastern side of the Ground Floor ;

* ALL THAT the self - sufficient Residential Flat, being No. B2, on the North - Western side of the First Floor ;

* ALL THAT the self - sufficient Residential Flat, being No. C1, on the South - Western side of the Second Floor ;

* ALL THAT the self - sufficient Residential Flat, being No. C2, on the North - Western side of the Second Floor AND

* 50% of the Roof Covered Car Parking Space at the Ground Floor -

- TOGETHER WITH the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities to be constructed will be of the Developer's Allocation.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(PARTICULARS OF THE COMMON AREAS)

1. Boundary walls, parapet walls, common drain, sewerage system, roof and common spaces.
2. Common Staircase.
3. Underground water reservoir, septic tank, overhead tank.



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4. Room for Electric Meter and Pump motor.
5. Main entrance gate from public road to the said proposed building.
6. Entrance passage of the building to be the common entrance from Public Road to proposed building.
7. Water connection pipe lines.
8. Common egress and ingress to the other parts of the said proposed building.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(GENERAL SPECIFICATION)

STRUCTURE: The structure will be a R.C.C. Structure made up with all types of standard materials.

WALLS: All the inner & outer walls would be made up with bricks and composition of medium course sand and good quality cement as available in the market. The thickness of exterior walls will be 8" and the thickness of the inner walls will be 3" and the thickness of the common walls will be 5".

FLOORING: All the floors (i.e. of rooms, verandah, kitchen & bathroom) will be made by Marbles of 2'x2' Marble Slab / Vitrified Tiles not exceeding Rs. 60/- per Sq. Ft., Dining cum Drawing with white 2'x2' Vitrified Tiles not exceeding Rs. 60/- per Sq. Ft. and the Staircases landing will made by Marble and 4" Skirting.

KITCHEN: Kitchen will be provided with 2'x2' Vitrified Tiles not exceeding Rs. 60/- per Sq. Ft. on Floor and dado finish with Glazed Tiles, not exceeding Rs. 34/- per Sq. Ft., up to the height of lintel level from Granite Cooking Top which shall be T₂ shaped and one Steel Sink will be provided therein and 2 tap connections will be therein kitchen.

BATHROOM: In all the Toilets and W.C. 2'x2' Vitrified Tiles floor, not exceeding Rs. 60/- per Sq. Ft., and Dado finish with glaze tiles up to the level of 06" height from the floor as per the height from the lowest level of the floor top of the Bathroom. All the Bathrooms will be provided with Western Style White coloured Commode (European) types with low down P.V.C Shower, white colour basin would be provided.



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DOORS: All the doors of each of the flats will be Flush Door having Sal wood frame of wood. The Bathroom will be provided with PVC type door. The Kitchen Shall be open with Dining Room or will be provided with PVC type door, as per the Building Sanction Plan. One Collapsible Gate will be provided in the Main Entrance of the Building.

WINDOWS: All the windows will be so called aluminium sliding window with open pans having the pans fitted with glass. All the windows will be covered by painted M.S. Ornamental Grill.

WALL FINISH: Inside walls will be Wall putty finishing and outside walls will be finished with Weather Coat.

ELECTRICAL FITTINGS & FIXTURES: Two Bed Room Flats will be provided with 28 Pcs 05 Amp Point and 06 Pcs 15 Amp Point. All Wires will be Copper which shall be branded such as Finolex or Havells.

The responsibility for installation of the main / common Electric Meter will be with the Developer i.e. the Second party herein and the cost of the same shall be shared / borne by Developer entirely.

STAIR: The flooring of the stair case and landings will be finished with Marble having M.S. Grill guard and the walls of the stair case will be finished with Wall Putty.

STAIR HEADROOM: The walls of the stair head room will be brick built with Wall Putty finishing and having R.C.C. roof, the top of which will be finished with net cement.

OVERHEAD TANK: The overhead tank will be of R.C.C. casting with Brick Work as per the Building Sanction Plan.

RESERVOIR: The underground reservoir will be made up with standard brick walls with RCC top slabs.

SEPTIC TANK: The underground septic tank will be made up with standard brick walls with RCC top slabs. Wherever it requires the common portions and/or passages will have net cement finishing. The Land Owners and Purchaser/s shall remain liable to bear the individual Meter cost, which shall be the responsibility of the Developer. For any extra work other than the specifications the individuals have to bear the extra cost and / or difference of cost.



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IN WITNESS WHEREOF the Parties herein have set and subscribed their respective hands and signatures on the day, month and year above mentioned after going through the contents herein, understanding the meaning of the same and realizing the results thereof.

IN THE PRESENCE OF:

(1) Swaminadeep Khanna
Alipore Police Court
KOL- 700027

Aruno Bhadra
Anuram Bhadra
N. Bhadra
Anit Bhadra
NBhadra
ABhadra

SIGNATURE OF THE LAND OWNERS

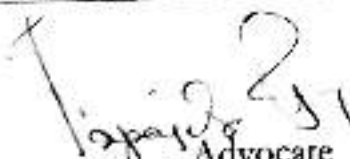
(2) Sonia Begam
Alipore Police Court
KOL- 27

For BANIK CONSTRUCTION

Maha Banik
Proprietor

SIGNATURE OF THE DEVELOPER

READ OVER, EXPLAINED,
DRAFTED & PREPARED BY:


Advocate

Alipore Judges' Court,
Kolkata - 700027.

f. 118 of 1550/2009



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Right Finger					

NAME - ARUP BHADRA

SIGNATURE *Arup Bhadra*



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NAME - NANDINI BHADRA

SIGNATURE *N. Bhadra*



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NAME - ASIM KUMAR BHADRA

SIGNATURE *Asim Kumar Bhadra*



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NAME - ASIT BHADRA

SIGNATURE *Asit Bhadra*



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NAME - ARINDAM BHADRA

SIGNATURE..... *Arindam Bhadra*



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NAME - MALINI AMTI BHADRA

SIGNATURE..... *MBhadra*



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Mala



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NAME - MALA BANIK

SIGNATURE *Mala Banik*



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Right Finger					

NAME - TAPAJI ROY

SIGNATURE *Tapaaji Roy*



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Major Information of the Deed

Deed No :	I-1603-02320/2023	Date of Registration	16/02/2023
Query No / Year	1603-2000347540/2023	Office where deed is registered	
Query Date	08/02/2023 5:52:44 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	TAPAJIT ROY ALIPORE JUDGES COURT, KOLKATA, Thana : Allpore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9330089897, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 29,78,349/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5.020/- (Article:48(g))	Rs. 53/- (Article:E, E, M(b))		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Upendra Biswas Sarani, Premises No: 17, , Ward No: 102 Pin Code : 700032

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	4 Katha 2 Chatak 23 Sq Ft	1/-	28,43,349/-	Width of Approach Road: 10 Ft., Adjacent to Metal Road,
Grand Total :				6.859Dec	1 /-	28,43,349 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
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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and Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Mr ASIM KUMAR BHADRA Son of Late ASUTOSH BHADRA 6/1 UPENDRA BISWAS SARANI JADAVPUR KAMARPUKUR, City:- , P.O:- JADAVPUR UNIVERSITY, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ACxxxxxx9Q,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 12/02/2023 , Admitted by: Self, Date of Admission: 12/02/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 12/02/2023 , Admitted by: Self, Date of Admission: 12/02/2023 ,Place : Pvt. Residence</p>
2	<p>Mr ASIT BHADRA Son of Late ASUTOSH BHADRA 6/1 UPENDRA BISWAS SARANI, City:- , P.O:- JADAVPUR UNIVERSITY, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AExxxxxx6R,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 12/02/2023 , Admitted by: Self, Date of Admission: 12/02/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 12/02/2023 , Admitted by: Self, Date of Admission: 12/02/2023 ,Place : Pvt. Residence</p>
3	<p>Mr ARUP BHADRA (Presentant) Son of Late ASUTOSH BHADRA D-39 KALACHAND PARA, City:- , P.O:- GARIA, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx0G,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 12/02/2023 , Admitted by: Self, Date of Admission: 12/02/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 12/02/2023 , Admitted by: Self, Date of Admission: 12/02/2023 ,Place : Pvt. Residence</p>
4	<p>Mrs NANDINI BHADRA Wife of Late AMIT BHADRA FLAT NO. 901/A DHEERAJ GAURAV HT 2 OFF NEW LINK ROAD ANDHERI WEST MUMBAI AZAD NAGAR HUT 2, City:- , P.O:- MUMBAI AZAD NAGAR, P.S:-ANDHERI, District:-Mumbai, Maharashtra, India, PIN:- 400053 Sex: Female, By Caste: Hindu, Occupation: Professionals, Citizen of: India, PAN No.:: ADxxxxxx8F,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 12/02/2023 , Admitted by: Self, Date of Admission: 12/02/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 12/02/2023 , Admitted by: Self, Date of Admission: 12/02/2023 ,Place : Pvt. Residence</p>
5	<p>Mr ARINDAM BHADRA Son of Late AMIT BHADRA 901/A DHEERAJ GAURAV HEIGHTS 2OFF NEW LINK ROAD ANDHERI WEST AZAD NAGAR ANDHERI MUMBAI SUBURBAN, City:- , P.O:- MUMBAI AZAD NAGAR, P.S:-ANDHERI, District:-Mumbai, Maharashtra, India, PIN:- 400053 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AWxxxxxx7D,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 12/02/2023 , Admitted by: Self, Date of Admission: 12/02/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 12/02/2023 , Admitted by: Self, Date of Admission: 12/02/2023 ,Place : Pvt. Residence</p>
6	<p>Mrs MALINI AMIT BHADRA Daughter of Late AMIT BHADRA 903/A DHEERAJ GAURAV HEIGHTS 2 OFF NEW LINK ROAD ANDHERI WEST AZAD NAGAR ANDHERI MUMBAI SUBURBAN, City:- , P.O:- MUMBAI AZAD NAGAR, P.S:-KALAMBOLI, District:-Mumbai (Suburban), Maharashtra, India, PIN:- 400053 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AVxxxxxx9J,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 12/02/2023 , Admitted by: Self, Date of Admission: 12/02/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 12/02/2023 , Admitted by: Self, Date of Admission: 12/02/2023 ,Place : Pvt. Residence</p>

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	BANIK CONSTRUCTION 10 UPENDRA BISWAS SARANI, City:- , P.O:- JADAVPUR UNIVERSITY, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032 , PAN No.:: AJxxxxxx0M,Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mrs MALA BANIK Wife of Mr DIPAK BANIK 10 UPENDRA BISWAS SARANI, City:- , P.O:- JADAVPUR UNIVERSITY, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJxxxxxx0M,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : BANIK CONSTRUCTION (as SOLE PROPRIETOR).

Identifer Details :

Name	Photo	Finger Print	Signature
Mr TAPAJIT ROY Son of Mr PRATAP ROY ALIPORE JUDGES COURT KOLKATA, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			

Identifier Of Mr ASIM KUMAR BHADRA, Mr ASIT BHADRA, Mr ARUP BHADRA, Mrs NANDINI BHADRA, Mr ARINDAM BHADRA, Mrs MALINI AMIT BHADRA, Mrs MALA BANIK

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr ASIM KUMAR BHADRA	BANIK CONSTRUCTION-1.14316 Dec
2	Mr ASIT BHADRA	BANIK CONSTRUCTION-1.14316 Dec
3	Mr ARUP BHADRA	BANIK CONSTRUCTION-1.14316 Dec
4	Mrs NANDINI BHADRA	BANIK CONSTRUCTION-1.14316 Dec
5	Mr ARINDAM BHADRA	BANIK CONSTRUCTION-1.14316 Dec
6	Mrs MALINI AMIT BHADRA	BANIK CONSTRUCTION-1.14316 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr ASIM KUMAR BHADRA	BANIK CONSTRUCTION-83.33333300 Sq Ft
2	Mr ASIT BHADRA	BANIK CONSTRUCTION-83.33333300 Sq Ft
3	Mr ARUP BHADRA	BANIK CONSTRUCTION-83.33333300 Sq Ft
4	Mrs NANDINI BHADRA	BANIK CONSTRUCTION-83.33333300 Sq Ft
5	Mr ARINDAM BHADRA	BANIK CONSTRUCTION-83.33333300 Sq Ft
6	Mrs MALINI AMIT BHADRA	BANIK CONSTRUCTION-83.33333300 Sq Ft

09-02-2023

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 29,78,349/-



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

On 12-02-2023

Presentation(Under Section 52 & Rule 22A(3) 48(1),W.B. Registration Rules,1962)

Presented for registration at 15:00 hrs on 12-02-2023, at the Private residence by Mr ARUP BHADRA , one of the Executants.

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

Execution is admitted on 12/02/2023 by 1. Mr ASIM KUMAR BHADRA, Son of Late ASUTOSH BHADRA, 6/1 UPENDRA BISWAS SARANI JADAVPUR KAMARPUKUR, P.O: JADAVPUR UNIVERSITY, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by Profession Retired Person, 2. Mr ASIT BHADRA, Son of Late ASUTOSH BHADRA, 6/1 UPENDRA BISWAS SARANI, P.O: JADAVPUR UNIVERSITY, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by Profession Retired Person, 3. Mr ARUP BHADRA, Son of Late ASUTOSH BHADRA, D-39 KALACHAND PARA, P.O: GARIA, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business, 4. Mrs NANDINI BHADRA, Wife of Late AMIT BHADRA, FLAT NO, 901/A DHEERAJ GAURAV HT 2 OFF NEW LINK ROAD ANDHERI WEST MUMBAI AZAD NAGAR HUT 2, P.O: MUMBAI AZAD NAGAR, Thana: ANDHERI, , Mumbai, MAHARASHTRA, India, PIN - 400053, by caste Hindu, by Profession Professionals, 5. Mr ARINDAM BHADRA, Son of Late AMIT BHADRA, 901/A DHEERAJ GAURAV HEIGHTS 2OFF NEW LINK ROAD ANDHERI WEST AZAD NAGAR ANDHERI MUMBAI SUBURBAN, P.O: MUMBAI AZAD NAGAR, Thana: ANDHERI, , Mumbai, MAHARASHTRA, India, PIN - 400053, by caste Hindu, by Profession Service, 6. Mrs MALINI AMIT BHADRA, Daughter of Late AMIT BHADRA, 903/A DHEERAJ GAURAV HEIGHTS 2 OFF NEW LINK ROAD ANDHERI WEST AZAD NAGAR ANDHERI MUMBAI SUBURBAN, P.O: MUMBAI AZAD NAGAR, Thana: KALAMBOLI, , Mumbai (Suburban), MAHARASHTRA, India, PIN - 400053, by caste Hindu, by Profession Service

Indetified by Mr TAPAJIT ROY, , Son of Mr PRATAP ROY, ALIPORE JUDGES COURT KOLKATA, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 12-02-2023 by Mrs MALA BANIK, SOLE PROPRIETOR, BANIK CONSTRUCTION (Sole Proprietorship), 10 UPENDRA BISWAS SARANI, City:- , P.O:- JADAVPUR UNIVERSITY, P.S:-Jadavpur, District:- South 24-Parganas, West Bengal, India, PIN:- 700032

Indetified by Mr TAPAJIT ROY, , Son of Mr PRATAP ROY, ALIPORE JUDGES COURT KOLKATA, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate



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

15-02-2023

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by by online = Rs 53/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/02/2023 10:08PM with Govt. Ref. No: 192022230291381908 on 10-02-2023, Amount Rs: 53/-, Bank: SBI EPay (SBIPay), Ref. No. 4838419276517 on 10-02-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by by online = Rs 4,020/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/02/2023 10:08PM with Govt. Ref. No: 192022230291381908 on 10-02-2023, Amount Rs: 4,020/-, Bank: SBI EPay (SBIPay), Ref. No. 4838419276517 on 10-02-2023, Head of Account 0030-02-103-003-02

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

On 16-02-2023

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4B (g) of Indian Stamp Act 1899.

Payment of Stamp Duty:

Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 1,000.00/-

Description of Stamp

1. Stamp; Type: Impressed, Serial no 22811, Amount: Rs.1,000.00/-, Date of Purchase: 06/02/2023, Vendor name: S B Das

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 73028 to 73067
being No 160302320 for the year 2023.



Dhar

Digitally signed by Debasish Dhar
Date: 2023.02.16 16:54:49 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2023/02/16 04:54:49 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)

DEVELOPMENT AGREEMENT

DATED

12TH DAY OF FEBRUARY, 2023

REGISTERED AT

THE OFFICE OF THE DISTRICT SUB - REGISTRAR - III AT ALLIPORE.

RECORDED IN

BOOK NO. I

VOLUME NO. 1603 - 2023

PAGES FROM 73028 TO 73067

BEING NO. 160302320 FOR THE YEAR 2023.

BY

SRI ASIM KUMAR BHADRA AND ANOTHERS

... LAND OWNERS.

TO AND IN FAVOUR OF

M/S. BANIK CONSTRUCTION.

... DEVELOPER.