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Certified that the document is registered in the registration. The signature stamp of the contractor/sheets attached with the document are the part of this document.

District Sub-Registrar-IV
 Registrar U/S 7 (2) of
 Registration 1908
 Alipore, South 24 Parganas

20 APR 2023
 19.4.23
 20-A-93

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT is made this the

2-15 P.M. 19th day of April, 2023 (Two Thousand Twenty-Three) BETWEEN;

19/4/23

17 APR 2023

1912 _____ 105 _____
 NO. _____ DATE _____ RS. _____
 NAME M. Chatterjee (ADM)
 ADDRESS Alipore Sadg art
 ALIPORE JUDGES COURT
 A. K. SARKAR PATI
[Signature]
 SIGNATURE gr 27

- Bibash Chatterjee



- Bibash Chatterjee



- Saibal Chatterjee



- Debanjan Mitra



- Sujay Dasg



Kit Dubk
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14.27



District Sub-Registrar
 Registrar U/S 7 (2) of
 Registration 1908
 Alipore, South 24 Parganas
 19 APR 2023

SRI SUJOY BISWAS, having PAN : AEGPB1797K, Aadhaar No.4882 0302 8425, son of Sankar Biswas, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at 1/F, P.G.M. Shah Road, Post Office : Golf Green, Police Station : Golf Green, Kolkata : 700095, District : 24 Parganas (South), hereinafter called and referred to as “the **OWNER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

CITIHIGH, having PAN : AAOFC1358F, a Partnership Firm, having its registered Office at 1/A, Nafar Chandra Das Road, Post Office : Behala, Police Station : Behala, Kolkata : 700034, District : 24 Parganas (South), represented by its Partners viz. (1) **SRI SRIBASH CHATTERJEE**, having PAN : ACQPC7929Q, Aadhaar No.9505 8536 2497, son of Late Dinabandhu Chatterjee, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at 12, Raj Kumar Karmakar Road, Post Office : Behala, Police Station : Behala, Kolkata : 700034, District : 24 Parganas (South), (2) **SRI SAIBAL**



District Sub-Registrar-1,
Registrar U/S 7 (2) of
Registration 1908
Alipore, South 24 Parganas

19 APR 2023

CHATTERJEE, having PAN : AEDPC8259A, Aadhaar No.3132 0273 6097, son of Latte Nanda Dulal Chatterjee, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at 123/1, Kalipada Mukherjee Road, Post Office : Barisha, Police Station : Haridevpur, Kolkata : 700008, District : 24 Parganas (South) and (3) **SRI DEBANJAN MITRA**, having PAN : BDLPM0881N, Aadhaar No.7330 7182 1461, son of Sri Prabir Mitra, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at 61, Satyajit Roy Sarani, Post Office : Behala, Police Station : Parnasree, Kolkata : 700060, District : 24 Parganas (South), 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 successors-in-office and assigns) of the **OTHER PART**.

WHEREAS originally one Ralph Seymour Shove was the Owner of **ALL THAT** piece and parcel of land measuring about 71 (Seventy-One) Decimals more or less, lying and situate at Mouza : Gangarampur, Pargana : Magura, J.L. No.5, R.S. No.181, Touzi No.101, under C.S. Khatian Nos.219 & 220, appertaining to C.S. Dag Nos.61 & 62, within the limits of the then South

Suburban Municipality at present the Kolkata Municipal Corporation (South Suburban Unit), under Police Station : previously Behala at Parnasree, District : previously 24 Parganas at present 24 Parganas (South).

AND WHEREAS while absolutely seized and possessed of the aforesaid property as Owner thereof, said Ralph Seymour Shove gifted away land measuring about 3 (Three) Cottahs 11 (Eleven) Chittacks 34 (Thirty-Four) Square Feet more or less from C.S. Dag No.62 out of his aforesaid property, unto and in favour of his daughter Smt. Sumitra Chetri alias Sumitra Pon Shove by virtue of a registered Deed of Gift absolutely and forever. The aforesaid Deed was duly registered on 5th July, 1967 in the Office of the Sub-Registrar at Alipore and recorded in Book No.I, Volume No.89, Pages 164 to 169, Being No.4892 for the year 1967.

AND WHEREAS after such gift said Smt. Sumitra Chetri alias Sumitra Pon Shove became the sole and absolute Owner of the aforesaid property and while absolutely seized and possessed of the same as Owner thereof, she sold, transferred and conveyed her aforesaid property unto and in favour of one Smt. Indrani

Chakraborty (Debi) by virtue of a registered Deed of Conveyance for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 25th May, 1981 in the Office of the Sub-Registrar at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.63, Pages 196 to 203, Being No.2767 for the year 1981.

AND WHEREAS after such purchase said Smt. Indrani Chakraborty (Debi) became the sole and absolute Owner of the aforesaid property containing land measuring about 3 (Three) Cottahs 11 (Eleven) Chittacks 34 (Thirty-Four) Square Feet more or less but as per physical measurement land area found 3 (Three) Cottahs 10 (Ten) Chittacks 27.8 (Twenty-Seven Point Eight) Square Feet more or less and duly constructed single storied Building having an area of 900 (Nine Hundred) Square Feet more or less in the Ground Floor and tiled shed structure having an area of 250 (Two Hundred Fifty) Square Feet more or less in the First Floor sometimes in the year 1990 upon her aforesaid property and started living therein with the members of her family.

AND WHEREAS while absolutely seized and possessed of the aforesaid property as Owner thereof, said Smt. Indrani

Chakraborty (Debi) died intestate on 25th May, 2000 leaving behind surviving her husband Samarendra Chakraborty and one son Shivananda Chakraborty as his only legal heirs and successors, who inherited the aforesaid property left by the deceased as per Hindu Succession Act, 1956.

AND WHEREAS after such inheritance said Samarendra Chakraborty and Shivananda Chakraborty became the joint Owners of the aforesaid property and duly mutated their names with the Office of the Kolkata Municipal Corporation (South Suburban Unit) and after such mutation, the aforesaid property known and numbered as Municipal Premises No.3, Fakir Para Road (mailing address 5B, Fakir Para Road), Police Station : Parnasree, Kolkata : 700034, under Ward No.128, bearing Assessee No.41-128-09-0003-9, District : 24 Parganas (South) and they used to pay the necessary taxes to the said Authority.

AND WHEREAS the name of said Shivananda Chakraborty had been mutated with the Office of the B.L. & L.R.O. in respect of the aforesaid property and after such mutation, his name was recorded under L.R. Khatian No.854, appertaining to L.R. Dag No.62 and finally published the same and he used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS the name of said Samarendra Chakraborty had been mutated with the Office of the B.L. & L.R.O. in respect of the aforesaid property and after such mutation, his name was recorded under L.R. Khatian No.855, appertaining to L.R. Dag No.62 and finally published the same and he used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS while absolutely seized and possessed of the aforesaid property as joint Owners thereof, said Samarendra Chakraborty died intestate on 17th April, 2022 leaving behind him surviving his one son Shivananda Chakraborty as his only legal heir and successor, who inherited the undivided $\frac{1}{2}$ share of the aforesaid property left by his father as per Hindu Succession Act, 1956.

AND WHEREAS while absolutely seized and possessed of the aforesaid property as Owner thereof, said Shivananda Chakraborty sold, transferred and conveyed his aforesaid property unto and in favour of Sujoy Biswas by virtue of a registered Deed of Conveyance for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 16th June, 2023 in the Office of the District Sub-Registrar - IV at

Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1604-2023, Pages from 85352 to 85382, Being No.16040319 for the year 2023.

AND WHEREAS in the manner stated above, said Sujoy Biswas, became the sole and absolute Owner of the aforesaid property **ALL THAT** piece and parcel of land measuring about 3 (Three) Cottahs 10 (Ten) Chittacks 27.8 (Twenty-Seven Point Eight) Square Feet more or less together with single storied Building having an area of 900 (Nine Hundred) Square Feet more or less in the Ground Floor and tiled shed structure having an area of 250 (Two Hundred Fifty) Square Feet more or less in the First Floor standing thereon constructed sometimes in the year 1990, lying and situate at Mouza : Gangarampur, Pargana : Magura, J.L. No.5, R.S. No.181, Touzi No.101, under C.S. & R.S. Khatian No.219, corresponding to L.R. Khatian No.854 & 855, appertaining to C.S., R.S. & L.R. Dag No.62, being known and numbered as Municipal Premises No.3, Fakir Para Road (mailing address 5B, Fakir Para Road), Police Station : Parnasree, Kolkata : 700034, within the limits of the Kolkata Municipal Corporation (South Suburban Unit), under Ward

No.128, bearing Assessee No.41-128-09-0003-9, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South), hereinafter called and referred to as "the **SAID PROPERTY/PREMISES**", morefully described in the **SCHEDULE** hereunder written and duly mutated his name with the Office of the Kolkata Municipal Corporation and since then has been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS the Owner has decided to develop his said property by raising a G+III storied Building thereon in accordance with the sanction of the Building Plan, which is to be sanctioned from the Competent Authority.

AND WHEREAS the Owner has got no such expertise for construction of any Building and for that he has decided to develop his said property through a competent Developer, who has enough credential in the arena of development.

AND WHEREAS while in search of a Developer, the Owner came across with the Developer herein and after prolong discussion held between the Parties, ultimately the Owner has agreed to

develop his said property through the Developer herein considering under the terms and conditions, which are explicitly described hereunder below.

AND WHEREAS the Owner has declared and represented as under :-

1. The property of the Owner is absolutely free from all encumbrances, mortgages, attachments, lien and lispendences whatsoever and howsoever.
2. That the said property does not attract the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 or any other enactment at present in vogue.
3. That the Owner is not defaulter in payment of tax or any other statutory liability leading to first charge or to attachment and/or sale of the said property under Public Demands Recovery Act.
4. That the Owner has not heretofore entered into any Agreement for Sale of the said property or any portion thereof nor has he bounds himself by any such condition

as would lead to a proceeding under Specific Relief Act in relation to the said property or any portion thereof.

5. That he has absolute right and indivisible title and absolute power and authority to deal its said property and every part thereof in any manner he may prefer.

AND WHEREAS the Owner is desirous to have the said property developed for better utilization of the space available therein.

AND WHEREAS the Owner was in search of a Developer, who has sufficient funds and due experience and having necessary infrastructure and interest to promote and develop the said property by constructing a proposed Building/s by investing necessary funds required for the purpose of construction and other incidentals thereof.

AND WHEREAS the Developer approached the Owner with the proposal that it would be able to construct a proposed Building/s upon the said property consisting of several Flat/s, Car Parking Space/s and other space/s as per Building Rules & Regulations of the Kolkata Municipal Corporation in accordance with the sanction Building Plan, which is to be sanctioned from

the Kolkata Municipal Corporation with its own funds and resources.

AND WHEREAS to avoid ambiguity and future disputes as to the meaning of repeated use of some words, phrases and/or expression in these presents, the Parties hereto have agreed to define the said words, phrases and/or expressions as follows :-

ARTICLE : "I"

(DEFINITIONS)

1. **OWNER** :-

Shall mean **SRI SUJOY BISWAS**, son of Sankar Biswas of 1/F, P.G.M. Shah Road, Post Office : Golf Green, Police Station :- Golf Green, Kolkata : 700095, District : 24 Parganas (South) and his heirs, executors, successors, administrators, legal representatives and assigns.

2. **DEVELOPER** :-

Shall mean **CITIHIGH**, a Partnership Firm, having its registered Office at 1/A, Nafar Chandra Das Road, Post Office : Behala, Police Station : Behala, Kolkata : 700034, District : 24 Parganas (South), represented by its Partners viz. (1) **SRI SRIBASH CHATTERJEE**, son of Late

Dinabandhu Chatterjee of 12, Raj Kumar Karmakar Road, Post Office : Behala, Police Station : Behala, Kolkata : 700034, District : 24 Parganas (South), (2) **SRI SAIBAL CHATTERJEE**, son of Latte Nanda Dulal Chatterjee of 123/1, Kalipada Mukherjee Road, Post Office : Barisha, Police Station : Haridevpur, Kolkata : 700008, District : 24 Parganas (South) and (3) **SRI DEBANJAN MITRA**, son of Sri Prabir Mitra of 61, Satyajit Roy Sarani, Post Office : Behala, Police Station : Parnasree, Kolkata : 700060, District : 24 Parganas (South) and its successors-in-office and assigns.

3. **THE SAID PROPERTY** :-

Shall mean **ALL THAT** piece and parcel of land measuring about 3 (Three) Cottahs 10 (Ten) Chittacks 27.8 (Twenty-Seven Point Eight) Square Feet more or less together with single storied Building having an area of 900 (Nine Hundred) Square Feet more or less in the Ground Floor and tiled shed structure having an area of 250 (Two Hundred Fifty) Square Feet more or less in the First Floor standing thereon constructed sometimes in the year 1990, lying and situate at Mouza : Gangarampur, Pargana : Magura, J.L. No.5, R.S. No.181, Touzi No.101, under

C.S. & R.S. Khatian No.219, corresponding to L.R. Khatian No.854 & 855, appertaining to C.S., R.S. & L.R. Dag No.62, being known and numbered as Municipal Premises No.3, Fakir Para Road (mailing address 5B, Fakir Para Road), Police Station : Parnasree, Kolkata : 700034, within the limits of the Kolkata Municipal Corporation (South Suburban Unit), under Ward No.128, bearing Assessee No.41-128-09-0003-9, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South).

4. **TIME** :-

Shall mean the construction shall be completed in all respect positively should be ready for possession within 24 (Twenty-Four) months from the date of execution of this Agreement and/or handing over peaceful vacant khas possession of the said property, whichever will be the later along with a grace period of 6 (Six) months thereafter.

5. **UNIT** :-

Shall mean the residential Flat/s, Car Parking Space/s and/or other space(s) in the Project to be constructed by Developer and/or constructed area capable of being

exclusively occupied and enjoyed independently including proportionate Common Area.

6. **SPECIFICATION** :-

Shall mean the specification for the said project as mentioned in the **SCHEDULE** : "D" hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

7. **SUPER-STRUCTURES** :-

Shall mean RCC piling, foundation, basement, if any, R.C.C. columns, all slabs, beams, staircase, lift shafts, stair head room, Lift machine room and all walls etc.

8. **CAR PARKING SPACE** :-

Shall mean all the space at the Ground Floor level of the Project, whether open or covered, expressed or intended to be reserved for parking of medium size motor cars/scooters.

9. **MARKETING** :-

Shall mean marketing, selling, leasing, letting out or otherwise dealing with any space in the project to any transferee for owning any residential unit and/or other

constructed space by the Developer with the knowledge of the Owner.

10. **BUILDING PLAN** :-

Shall mean and include the sanctioned Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation and/or other relevant Authority and all other drawings, specifications for construction, maps or revised Plan as shall be sanctioned in the name of the Owner by the Kolkata Municipal Corporation and/or other relevant Authority for the purpose of development of the land and construction of G+III storied Building/s thereon consisting of several residential Flat/s, Car Parking Space/s and other space/s etc. on the said property and/or modification thereof made or caused by the Developer in the name of the Owner duly signed by the Owner or his duly authorized agents or Attorney and approved.

11. **ARCHITECT/L.B.S.** :-

Shall mean a qualified Architect/L.B.S., who will be appointed by the Developer for development of the said property or any other Architects as may be appointed

from time to time by the Developer and the Developer shall inform the Owner of such appointment.

12. **BUILDING** :-

Shall mean the proposed G+III storied Building/s to be constructed on the said property as per sanction Plan, which is to be sanctioned from the Kolkata Municipal Corporation and/or other relevant Authority and drawings and specifications of constructions, morefully described in the **SCHEDULE** : "D" hereunder written.

13. **OWNER'S ALLOCATION** :-

Shall mean that in the instant Development Agreement the Owner shall be given at the first instance free of cost entitled to get 50% of the total F.A.R. out of 100% of the total F.A.R., which is to be provided from the entire First Floor as per Sanction Building Plan and one 3BHK Flat on the Third Floor, at its Eastern side along with 3 (Three) numbers of Car Parking Spaces in the Ground Floor, at its Eastern side from the proposed Building in finished and complete condition together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein provided, morefully described in the **SCHEDULE** : "B"

hereunder written. The Owner shall be given the aforesaid allocation in lieu of his said property being allowed for development by the Developer and the aforesaid Owner's allocation will be demarcated after getting Plan sanctioned from the Kolkata Municipal Corporation and/or other relevant Authority by correspondences.

14. **DEVELOPER'S ALLOCATION** :-

Shall mean the rests and remaining portions of the proposed Building/s in the said property save and except the Owner's allocation. The said rests and remaining areas means several Flat/s, Car Parking Space/s and other space/s and common areas, spaces, amenities and facilities provided therein staircases and the Developer shall have the right to sell, lease out and/or rent out the same in whole or in part together with proportionate undivided share in the of land of the said property, morefully described in the **SCHEDULE** : "C" hereunder written, with right to enter into Agreement for Sale of Flat/s, Car Parking Space/s and other space/s with right on common areas and Space/s to the intending Flat Buyers through Power of Attorney and to take advances

and total consideration from them without any objection or interruption from the Owner.

15. **SALEABLE AREA** :-

Shall mean the Flat/s, Car Parking Space/s and other space/s in the proposed Building/s, which are available for independent use and occupation of the Transferees and/or Purchaser/s together with the undivided proportionate share in the land areas of the Building/s and the common areas provisions utilities and facilities attached therein required for such independent user.

16. **COMMON AREAS AND FACILITIES** :-

Shall mean unless the context otherwise require, entrance, corridors all ways paths, stair ways, staircase, roof and its landing, lift, driveways, common lavatories, pump rooms, overhead and underground water tank, septic tank, boundary wall, water pump motors and other facilities, which may be used and enjoyed in common by all the occupants or Flat/s, Car Parking Space/s and other space/s of the Building/s as required for the maintenance and/or management of facilities of the

Building/s and also the items specified in Section 3(d) of the West Bengal Apartment Ownership Act, 1972.

17. **SUPER BUILT UP AREA** :-

Shall mean the built up area of a Flat together with its proportionate share in the staircase, lift, landing, passage and like share in all constructed areas and each such Flat shall be entitled to all advantages and right of user in common of all the Flat(s)/Space(s) shall the common areas, common utilities as may be provided in the proposed Building/s.

18. **TOGETHER** :-

With its grammatical variation shall mean the transfer by way of sale of the Flat/s, Car Parking Space/s and Space/s, excepting the Owner's allocation to be transferred by the Developer for consideration to the intending Transferees and/or Purchasers of Flat/s and Space/s in the Building/s to be constructed thereon.

19. **TRANSFEEE(S)/PURCHASER(S)** :-

Shall mean the person, Firm, Limited Company, Association of persons or any other Legal Body to whom

any Flat/s, and Car Parking Space/s in the proposed Building/s to be constructed thereon will be transferred.

20. **COMMON PURPOSES** :-

Shall mean and include the purpose of managing, maintaining and up keeping of the Project as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the Co-transferees, collection and disbursement of the common expenses and administering and dealing with the matters of common interest of the Co-Transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

21. **ASSOCIATION** :-

Shall mean any company incorporated under the Companies Act, 1956 or any Association or any Syndicate or a Committee or registered Society as may be formed by Developer for the Common purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

22. **DATE OF COMMENCEMENT OF LIABILITY :-**

Shall mean the date on which Owner shall take the actual physical possession of its allocation after the fulfillment of all its liabilities and obligations hereinafter or the next date after expiry of the Completion Notice, irrespective of whether Owner takes the actual physical possession or not, whichever is earlier.

23. **COMMON EXPENSES :-**

Shall mean and include all expenses for maintenance, management, upkeep and administration of the common Areas, Facilities and Amenities and for rendition of common services in common to the co-transferees and all other expenses for the Common Purpose including those mentioned in the **SCHEDULE** : "F" hereunder written to be contributed, borne, paid and shared by the co-transferees. Provided however the charges payable on account of Air-conditioning, Generator and Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the maintenance in-charge of the project.

24. **MAINTENANCE-IN-CHARGE** :-

Shall mean and include such agency or any outside agency to be appointed by the Developer and the Owner under this Agreement for the common purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

25. **PROPORTIONATE OR PROPORTIONATELY** :-

According to the context shall mean the proportion in which the built up area of any Unit or Units may bear to the built-up area of all the Units in the Project provided that where it refers to the share of Owner's in the Project.

26. **SIGNAGE SPACE** :-

Shall mean all signage and display spaces in the project and the exterior of the project including the roofs, car parking area and the open areas of the Project as also the boundary walls of the project.

27. **INTERPRETATION:**

In this Agreement save and except as otherwise expressly provided :-

- A. All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.

- B. The division of the Agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this Agreement or any of its provisions.

- C. When calculating the period of time within which or following which any act is to be done or step taken pursuant to the Agreement, the date which is the reference day in calculation such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.

- D. The words "herein", "hereof", "hereunder", "hereafter" and "hereto" and words of similar import refer to this Agreement as a whole and not to any particular Article or section thereof.

- E. Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.

Any reference to any Agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

ARTICLE : "II"

(TITLE AND DECLARATION)

1. The Owner hereby declares that he has good and absolute right, title and interest in the said property as mentioned in the **SCHEDULE : "A"** hereunder written without any claim of any right, title or interest of any person/s adversely against the Owner. The Developer is free and at liberty to make such investigations with regard to the title of the Owner and has satisfied himself with the right, title and interest of the Owner. Simultaneously of with the

signing of this Agreement, the Owner has handed over khas, peaceful, vacant possession of the said property and the Developer has taken khas, peaceful, vacant possession of the said property.

2. The Owner hereby undertakes and assures that the Developer will be entitled to construct and complete the entire proposed Building/s and the Developer will be further entitled to transfer by way of sale, lease out and rent out without having any liability of the Owner of the Developer's allocation in one lot or in several lots with proportionate undivided share in the land of the said property without any interference of or from the Owner or any other person/s claiming through under or in trust for the Owner. The sale proceeds of the salvage of the existing structure shall be credited to the Developer and the Owner shall have no claim to the said sale proceeds.

ARTICLE : "III"

(EXPLORATION AND DEVELOPMENT RIGHTS)

Subject to and in accordance with the terms and conditions set forth in this Agreement, the Owner hereby irrecoverably grants

to the Developer to develop the said land and the Developer hereby accepts the exclusive right, authority and authorization to undertake at its cost and on its own or through contractors and Sub-Contractors, the development of the Project and construction of the Project on the said Land as per the plans/specifications to the approved and/or sanctioned by the Kolkata Municipal Corporation and in accordance with all other permissions as are required and to exercise and/or enjoy the rights, powers, privileges, authorizations and entitlements as set forth in this Agreement.

ARTICLE : "IV"

(OWNER'S COVENANTS AND REPRESENTATIONS)

The Owner has assured, represented and warranted to the Developer as follows :-

- A. That the Owner is in vacant and peaceful possession of the said land.

- B. That the said Land is free from all encumbrances, mortgages, charges, liens, lispendences, attachments, acquisitions, requisitions and/or trusts of whatsoever or howsoever nature.

- C. That the said land has a good clear marketable title.
- D. The said Land is not affected by any acquisition or requisition scheme of the Government.
- E. That there is no impediment in developing the said land for construction of the project.
- F. That the Owner has not entered into any Agreement for Sale and transfer nor has created any interest of third party into or upon the said Land or any part or portion thereof.
- G. Relying on the representations of the Owner and believing the same to be true and correct and acting on good faith thereof, the Developer has agreed to develop the said Land by construction of a project thereon on the terms and conditions mentioned hereinafter.
- H. It is hereby agreed that Name of the Project will be selected by Developer.

ARTICLE : "V"

(THE DEVELOPER'S REPRESENTATION)

The Developer has represented and warranted to Owner that the Developer is carrying on business of construction and development of real estate and has sufficient infrastructure and expertise to carry out the project.

ARTICLE : "VI"

(DEVELOPMENT OF THE SAID LAND BY CONSTRUCTION AND
COMMERCIAL EXPLOITATION OF PROJECT)

- A. The Developer has to decide the scope of the project i.e. the development of the said Land by construction of the project thereon, and commercial exploitation of the project.
- B. The Owner shall sign, execute and register a Power of Attorney authorizing the Developer or its Officers to act, do and perform all or any of the obligations of Owner mentioned above.
- C. The Owner hereby authorizes the Developer to appoint the Architect and other consultants to complete the Project.

All costs charges and expenses in this regard including professional fees and supervision charges shall be discharged and paid by the Developer and in this regard the Owner shall have no liability or responsibility.

- D. The Developer shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the Owner construct erect and complete the Project in pursuant to the final plans to be sanctioned by The Kolkata Municipal Corporation and as per the specifications mentioned in the Fourth **SCHEDULE** hereunder and/or as be recommended by the Architect from time to time.
- E. The Developer shall start the foundation work i.e. commencement of work of the project at site within 60 (Sixty) days from the date of receiving the final sanction of plans (commencement of construction) and the Developer shall construct, erect and complete the Project within a period of 24 (Twenty-Four) months from the date of execution of this Agreement and/or handing over peaceful vacant khas possession of the said property, whichever

will be the later along with a grace period of 6 (Six) months thereafter subject to force majeure and subject to what herein provided.

- F. The Developer shall at its own costs install and erect in the project, pump, water storage tanks, overhead reservoirs, water and sewage connection, and all other necessary amenities.
- G. The Developer shall be authorized in the name of the Owner to apply for and obtain at its own cost of temporary connections of water, electricity, derange and sewerage.

ARTICLE : "VII"

(COMMENCEMENT)

- A. The parties hereby accept the Basic Understanding between them as recorded above and all other terms and conditions mentioned in this Agreement. In consideration of the Developer agreeing to construct the Owner's allocation, the Developer shall be entitled to take over and Owner is hereby allotted as mentioned in Owner's allocation.

- B. By virtue of the rights hereby granted the Developer is authorized to build upon and deal with and/or exploit commercially the said land by (1) constructing the project, (2) dealing with the said units in the said Project with corresponding undivided proportionate share in the said land also (3) marketing the said project as per present marketing practice and the total sale proceeds to be received from the prospective purchaser shall be retained by the Developer.
- C. This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution, as mentioned above (commencement date) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

ARTICLE : "VIII"

(PAYMENT)

- A. The Developer shall pay to the Owner a total refundable sum of Rs.25,00,000/- (Rupees Twenty-Five Lac) only towards his consideration at the time of handing over possession of the Owners' allocation.

B. The transferees of each party shall pay to the Developer for all the units to be acquired by them on the followings Accounts forming part of the Housing Complex.

- i. All costs for obtaining electricity connection(s).
- ii. All deposits required to be made with C.E.S.C. Limited.
- iii. Deposit for proportionate charges of maintenance at the rate agreed upon herein for such allocation for a period of one year from the date of commencement of liability.
- iv. Works contract tax, service tax and any other statutory levies.

ARTICLE : "IX"

(DEALING WITH SPACE IN THE PROJECT)

A. All the space in the said project will be marketed and/or sold by the Developer subject to above herein after provided.

- B. The Developer with the knowledge of the Owner shall determine the first booking price for sale or disposal of the unit in the project to be constructed by the Developer at its own cost and expenses on the said Land keeping in view the economics and market response of the project.

- C. All costs, charges, expenses and outgoings for obtaining the sanctioned plan for construction, erection and completion of the project with amenities and facilities shall be borne and paid by the Developer from its own account.

- D. The Owner shall have the full liberty to enter the said land at any time and inspect and/or to inspect the material and/or the construction all the said land. The Developer shall furnish the certificate of the Architect as to the quality of material and construction being carried out in terms of this Agreement, to the Owner as and when required by the Owner.

- E. It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in

respect of the transfer of any areas in the Project shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation thereof together with amenities and facilities therein as are stipulated in this Agreement and the parties hereby undertake to each other that neither of them shall deviate from the such restrictions stipulations, covenants, terms and conditions unless otherwise agreed upon between the parties.

ARTICLE : "X"

(MUNICIPAL TAXES AND OUTGOINGS)

- A. All Municipal rates and taxes or land revenue and outgoings on the said land relating to the period prior to this Agreement shall be borne and paid by the Owner without raising any objection thereto and Owner hereby agreed to keep Developer indemnified from and against all actions, suits, proceedings, demands, costs, expenses and charges whatsoever or howsoever in respect thereof.

- B. As from the date of handing over the possession of the said land, the Developer shall pay the property taxes as

also other outgoings in respect of the said Land or so much thereof which would be under construction until such time the project(s) is/are ready for occupation, after which, the Parties and/or their respective transferees or nominees shall become liable and responsible for payment of property taxes and all other outgoings (collectively rates) in the ratio of their respective allocation.

ARTICLE : "XI"

(POST COMPLETION MAINTENANCE)

- A. The Parties and their respective nominees/transferees shall punctually and regularly pay the Rates and taxes for their respective allocations to the concerned authorities and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.
- B. The Developer shall be responsible for the management, maintenance and administration of the project or at its discretion appoint an Association to do the same. The

Owner hereby agrees to abide by all the rules and regulations to be framed by the said Association for the management of the affairs of the project.

- C. The Developer or the Association to be formed shall manage and maintain the Common Portions and services of the Project and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the Project, land tax, water, electricity, sanction and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electric al and mechanical equipment and other installations, appliances and equipments, stairways, corridors, halls, passageways, lifts, shafts, gardens, parkways, salary of gardener, plumber, electrician, caretaker, security guards and other persons employed for maintenance and preservation of the Building and Common Areas.

ARTICLE : "XII"

(OBLIGATIONS OF THE DEVELOPER)

- A. The Developer shall be responsible for planning, designing development and construction of the Project with the help

of professional bodies contractors, etc at its own cost and expenses.

- B. The Developer has assured the Owner that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default unless otherwise agreed upon between the parties.
- C. The Developer shall construct the project at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Municipality and other authorities concerned and to the Occupants/ Purchasers of space and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify Owner against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- D. The Developer shall at its own cost also mutate the name of the Owner herein in respect of the said property with the Office of the B.L. & L.R.O.

- E. All tax liabilities in relation to the development, namely sales tax works, contract tax and other dues shall be paid by the Developer.
- F. The Developer hereby agrees and covenants with Owner not to transfer and/or assign the benefits of this Agreement unless otherwise agreed upon between the Parties hereto.
- G. It shall be the responsibility of Developer to obtain all permissions, as may be required from various government authorities for sanction of the Building Plans and permission to set up the project.

ARTICLE : "XIII"

(OBLIGATIONS OF OWNER)

- A. The Owner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the said land.
- B. The Owner undertakes to act in good faith towards the Developer (and any appointed and/or designated

representatives) so that the Project can be successfully completed.

- C. The Owner shall provide the Developer with any and all documentation and information relating to the said Land as may be required by the Developer from time to time at the cost of Developer.
- D. The Owner shall not do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- E. The Owner hereby covenants not to cause any hindrance in the construction of the project.
- F. The Owner hereby covenants not to transfer, let out, grant, lease, and mortgage and/or charge the said Land or any portions thereof save in the manner envisaged by this Agreement.
- G. The Owner hereby agrees and covenants with the Developer not to do any act, deed or thing whereby they

are prevented from enjoying selling assigning and/or disposing of any part or portion of their allocation.

ARTICLE : "XIV"

(NEGATIVE COVENANTS)

The Owner would not do any act or deed or matter or thing which would cause hindrance to develop property in terms of the said Agreement. The Owner also undertakes by the said Agreement not to create any kind of charge or mortgage or would not let out or lease out or deliver possession of the said Land or any portion thereof to any third party without the consent of the Developer.

ARTICLE : "XV"

(INDEMNITY)

- A. The Developer shall indemnify and keep Owner saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by Owner in relation to the construction of the Project and those resulting from breach of This Agreement by the Developer, including any act of neglect or default of the Developer's sub-consultants, employees and/or the purchasers and any breach resulting in any successful

claim by any third party or violation of any permission, rules regulations or by-laws or arising out of any accident or otherwise.

- B. The Developer shall indemnify and keep the Owner saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the Said Land or any of their Representations and the warranties being incorrect.

ARTICLE : "XVI"

(MISCELLANEOUS)

- A. The Agreement entered into by and between the parties herein is and shall be on principal to principal basis.
- B. The Owner and the Developer expressly agree that the mutual covenants and promises contained in This Agreement shall be the essence of its contract.
- C. Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any

manner nor shall the Parties constitute an association of persons.

- D. Failure or delay by either Party to enforce any rights under This Agreement shall not amount to an implied waiver of any such rights.
- E. The Owner shall be entitled to have an access through and over the said Land to any adjoining land or property in which the Owner might have interest and the Developer would not raise any objection in using or converting a portion of the said Land into such passage.
- F. It is understood that from time to time to facilitate the uninterrupted construction of the Project by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner. Further, various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertakes to do all such acts,

deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertakes to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owner and/or go against the spirit of this Agreement.

G. The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

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

make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owner's allocation.

- I. The name of the project shall be decided by the Developer.
- J. As and from the date of completion of the construction (possession date) of Project, the Developer and Owner and/or their respective transferees/nominees shall be liable to pay and bear proportionate share of the land revenue in the State of West Bengal and K.M.C. Rates and Taxes.
- K. Any Contractors under the Developer shall not employ any child labour for carrying out the construction work at the Property.
- L. Only the courts at Kolkata in the State of West Bengal have the jurisdiction to try the disputes touching or concerning this Agreement.
- M. The Parties to this Agreement have negotiated in good faith. It is the intent and undertaking of the parties that

they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement. The parties agree to execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement.

ARTICLE : "XVII"

(AMENDMENT/MODIFICATION)

No amendment or modification of This Agreement or any part thereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties and expressly referring to the relevant provision of this Agreement.

ARTICLE : "XVIII"

(DISPUTE RESOLUTION AND ARBITRATION)

All dispute or differences between parties hereto shall be referred to the Arbitrator/Joint Arbitrator appointed within the meaning of the Arbitration and Conciliation Act, 1996 and/or for the time being in force. The Arbitrator shall have Summary Powers. Courts of Kolkata only shall have jurisdiction.

ARTICLE : "XIX"

(POWER OF ATTORNEY)

The Owner shall grant to the Developer such registered Development Power of Attorney in favour of the Developer as may be required for the purpose of obtaining all necessary permissions and approvals from the relevant Authorities in connection with construction of the proposed Building/s and electricity and water supply connections and for the purpose of, to execute Deed of Conveyance/s for sale, transfer of the Flat/s, Car Parking Space/s and other space/s of the proposed Building/s including undivided proportionate share of land except the Owner's allocation of the proposed Building/s to any intending Purchaser/s on settled terms for sale at any price and be taking earnest money or full payment of consideration.

ARTICLE : "XX"

(PROCEDURE)

1. The Owner has appointed the Developer as the Developer of the said property including the Owner's portion and the Developer has accepted such appointment on the terms and conditions hereunder contained.

2. The development of the said property shall be in the following manner :-

A. Simultaneously with the execution of this Agreement, the Owner has handed over the original documents of K.M.C. Mutation Certificate, B.L. & L.R.O. Mutation Certificate, NOC from ULC, Mother Deeds and their Rectification Deeds and Land Deeds. Upon completion of the whole project and/or formation of Association and/or committee for the maintenance and management of the proposed Building/s, the Developer shall hand over all the original documents before the Association or the Committee without accountable receipt.

B. The Owner shall not be entitled to raise any kind of dispute regarding the construction of the project and/or other related matter of the project. It is further clarified that after the notice of completion of the project after taking receipt of the Completion Certificate, it would be deemed that the project has been duly constructed and completed by the Developer.

- C. That after due service of notice by the Developer to the Owner, the Owner fails, neglects, refuses and/or delays to take delivery of the possession of its allocation in the proposed Building/s in the said property within the notice period then it would be construed that the Owner has taken possession of its allotment in the proposed Building/s on the expiry of term of the said notice.

- D. All applications, revised Plan/s, papers and documents required to be deposited or submitted by the Developer for the approval and/or sanction of the revised Plan/s and/or for the development of the project shall be prepared by the Developer at its own costs and expenses and submit or deposit the same in the names of the Owner. The Developer shall also bear all costs and expenses and make deposits for the sanction of the Plan/s for the construction in the proposed Building/s to be constructed at the said property.

- E. Subject to Force Majeure and incidences beyond the control of the Developer, the Developer shall within

a period of 24 (Twenty-Four) months from the date of execution of this Agreement and/or handing over peaceful vacant khas possession of the said property, whichever will be the later along with a grace period of 6 (Six) months thereafter and shall complete the construction of the proposed Building/s in the said project at own costs and expenses of the Developer and deliver vacant and peaceful possession of the Flat(s)/Space(s) comprised in the Owner's allocation to the Owner in habitable condition as per the particulars mentioned in the **SCHEDULE** : "B" hereunder written.

- F. The Developer shall construct the proposed Building/s in the manner as may be permissible under the Building/s Regulations and Laws of the Kolkata Municipal Corporation and in conformity with the Plans.

ARTICLE : "XXI"

(POSSESSION AND CONSTRUCTION)

1. It has been agreed by an between the Owner and the Developer to construct, erect and complete the proposed

G+III storied Building/s in the said property and that the Developer shall have the entire responsibility for construction of the proposed Building/s and the Owner shall have no responsibility towards construction of the proposed Building/s.

2. The Developer agreed to commence work after obtaining full vacant possession of the said property or from the date of execution and registration of this Agreement for Development, whichever will be the latter.
3. The Developer shall upon completion of construction and making the portion habitable deliver the Owner's allocation prior to delivering possession to any of its Purchaser/s of any space/s out of its allocation.
4. From the date of delivery of possession of the Owner's allocation and till separate assessment by the Kolkata Municipal Corporation, the Parties hereto shall contribute proportionately the taxes and other statutory outgoings of the said property.
5. The Developer agrees to complete the construction of the proposed Building/s and properly finish the same within

a period of 24 (Twenty-Four) months from the date of execution of this Agreement and/or handing over peaceful vacant khas possession of the said property, whichever will be the later along with a grace period of 6 (Six) months thereafter.

ARTICLE : "XXII"

(COMMON FACILITIES)

1. As soon as the proposed Building/s in the said property shall be completed and made fully habitable for residential and after taking Occupancy Certificate from the Kolkata Municipal Corporation, the Developer shall give written notice to the Owner requesting him to take possession of the Owner's allocation in the Building/s and thereafter the Owner shall take possession of its allocation as herein provided for and if no actionable deviation is made by the Developer in the construction the Owner shall give and grant unto the Developer a certificate in respect of their allocation in full satisfaction.

2. Till all the Flat/s, Car Parking Space/s and other Space/s within the Developer's allocation is sold away, the

Developer in consultation with the Owner shall frame rules for occupation, user and enjoyment of the residential Flat/s and other space/s in the proposed Building/s and till formation of a Body of the Co-Owners of the Building/s including the Owner herein and the Purchaser/s of the Developer's allocation.

ARTICLE : "XXIII"
(COMMON RESTRICTION)

It has been agreed by and between the Parties hereto that the Owner's allocation in the Building/s shall be subject to the same restriction on transfer and use as would be applicable to the Developer's allocation in the proposed Building/s intended for the common benefits of all occupiers of the entire completed Building which shall include the following :-

1. The Owner and the Developer or the nominee/s of the Developer during the subsistence of this Agreement shall not use or permit to use their respective portions in the Building/s or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use the same for any purpose which may cause any nuisance, obstruction or hazard in the property or any part thereof.

2. Both the Parties shall abide by all laws, bye-laws, rules and regulations of the Government and/or Local Bodies and shall be responsible for any violation and/or breach of any of the laws, bye-laws, rules and regulations in their respective allocations.
3. The respective Allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures, floor and ceiling etc. in their respective allocation of the proposed Building/s in good and reparable condition and in particular so as not to cause any damage to the Building/s or any other space or accommodation therein and shall keep the other indemnified from and against the consequences of any breach thereof.
4. No Party or persons/s claiming through any of the Parties herein shall keep or store anything in any of the common areas nor shall otherwise cause any hindrance in any manner whatsoever to the use of the common areas and the common utilities by the Co-Owners for the purpose it is meant.

5. No Party shall throw or accumulate any filth, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the Building/s or in the compound, corridors or any other portion of the common areas of the Building/s and the said property.
6. In the event of any transfer being made by the Parties of their respective allocations, the above conditions shall be made applicable to and binding upon the Transferee/s.

ARTICLE : "XXIV"

(SETTLEMENT OF DISPUTES)

Any dispute between the Parties arising in the course or execution of the project herein shall be settled amicably, failure of which either of the Parties may prefer approaching the Court of Law for necessary redressal.

ARTICLE : "XXV"

(FORCE MAJEURE)

1. Force Majeure shall mean and include any abnormally inclement weather, flood, lightning, storm, fire explosion, earthquake, subsidence, epidemic or other natural

physical disaster, war, military operations, riot, crowd disorder, strike, terrorist, action, civil commotion.

2. If either Party is delayed in, or prevented from, performing any of its obligations under This Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that party, using all reasonable endeavors, to recommence its affected operations in order for it to perform its obligations. Neither the Owner nor the Developer shall be held responsibility for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in its

Indenture for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

3. In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the cessation thereof and 30 days thereafter.
4. The Party claiming to be prevented or delayed in the performance of any of its obligations under This Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

ARTICLE : "XXVI"

(NOTICE)

1. Any notice, or other written communication given under, or in connection with, this Agreement may be delivered

personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due to through courier service to the proper address and for the attention of the relevant party (or such other address as is otherwise notified by each party from time to time).

2. Any such notice or other written communication shall be deemed to have been served.
 - A. If delivered personally, at the time of delivery.
 - B. If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.
 - C. If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.

- D. In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :-

1. The Owner agrees to appoint and do hereby appoint the Developer as Developer in respect of the said property morefully described in the **SCHEDULE : A** hereunder written and the Owner hereby grant/license to the Developer for development of the land for the purpose of construction and to construct the proposed Building/s thereon and the Developer doth hereby accepts such appointment to act as Developer.

2. The Developer shall at its own costs construct, erect and complete the Building/s with good and standard sound quality materials as per relevant I.S. code may be specified by the Architects/L.B.S. from time to time as per sanction Building Plan, to be sanctioned from the Kolkata Municipal Corporation. The details of the Specification of construction and the materials to be used for such purpose are mentioned and described in the **SCHEDULE** : "D" hereunder written.

3. The Developer shall be held and liable to negotiate with the existing trespasser/s, if any, in respect of the said property at its own cost and endeavour either provide area to him/her/their or evict him/her/them from the said property.

4. The Developer shall provide in the proposed Building/s at its own cost pump, water storage tank with overhead reservoirs, electric connection, lift and other facilities as are required to be provided in residential and/or G+III storied Building/s having self contained Apartments or Flat/s, Car Parking Space/s and other space/s.

5. All costs charges and expenses for construction including Architects/L.B.S. fees shall be discharged by the Developer and the Owner shall bear no responsibility in this context.
6. All costs and expenses pertaining to the payment of requisite fees and other incidental expenses payable to competent Authorities shall borne by the Developer.
7. To enable the Developer to carry out its obligations, rights authorities and entitlements under this Agreement, the Owner shall simultaneously grant and execute in favour of the Developer Firm by a registered Development Power of Attorney.
8. All the legal heirs of the Owner above named shall also abide by and confirm such Power of Attorney in favour of the Developer.
9. The Developer shall construct the said property strictly in accordance with the sanction Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation.

and the rules regulation and bye-laws of the Kolkata Municipal Corporation Act, for the time being in force. If necessary, modification and deviation of Plan shall be approved by the Authority concerned with the consent of Owner and the Owner shall expressly give its consent by putting signature upon these presents.

10. The Developer is hereby empowered by the Owner to apply and obtain on its behalf and in its name the quotas for steel, cement bricks etc. as may be allocated by the respective Authorities for the purpose of development of the said property at the cost of the Developer and further shall be entitled to obtain temporary or permanent connection of electric service line, water supply line and drainage and to obtain other essential services, utilities, required for the Development of the said property and making the same habitable and tenantable but all such costs and values of materials and expenses shall be paid and borne by the Developer and the Owner will not be liable for the same.
11. The Developer has agreed to deliver possession of the Owner's allocation in the proposed Building/s within the

stipulated period of 24 (Twenty-Four) months from the date of execution of this Agreement and/or handing over peaceful vacant khas possession of the said property, whichever will be the later along with a grace period of 6 (Six) months thereafter.

12. Immediately on completion of the Owner's allocation in all respect along with completion of all common spaces providing all common facilities in the Building/s in the said property, the Developer shall give notice in writing to the Owner requiring the Owner to take possession of the Owner's allocation in the Building/s and there being no dispute regarding the completion of the Building/s in terms of this Agreement and according to the specification and ~~the~~ Building/s Plan thereof and certificate of the Architect/L.B.S. being produced to that effect and then after 30 (Thirty) days from the date of service of such notice and at all times thereafter the Owner shall exclusively be liable for payment of all property taxes, ~~rates, dues, and~~ other public outgoings and impositions whatsoever payable in respect of the said Owner's allocation and the said rates and taxes are to be

calculated on pro-rata basis with reference to the saleable area in the Building/s, if the same are levied on the Building/s as a whole.

13. On completion of the construction of the entire Building/s, the Owner and the Developer shall punctually and regularly pay for their respective allocation, the said rate and taxes to the concerned Authorities or otherwise as may be mutually agreed upon between the Owner and the Developer and both the Parties shall keep each other indemnified against all claims, actions, demands, costs and charges and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owner or the Developer in this behalf.
14. As and from the date of satisfactory handing over the Owner's allocation as mentioned above in all respects and duly acknowledged by the Owner in writing and/or after 30 (Thirty) days from the date of service of notice by the Developer to the Owner for accepting the possession of its allocation, the Owner shall be responsible to pay and bear

and shall forthwith pay on demand to the Developer the service charges for the common facilities in the Building/s with respect of the Owner's allocation and said charges may include proportionate share on premium for the insurance of the Building/s viz. fire and equipments etc. including replacement repair and maintenance charges and expenses of all common wiring, pipes, electrical and mechanical equipments, transformers, pumps, motors whatsoever as may be mutually agreed upon from time to time.

15. Any transfer of any part of the Owner's allocation in the Building/s shall be subject to the other provisions hereof and the Transferee/s shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges proportionately for the said common facilities.
16. The Owner's allocation in the Building/s shall be subject to the same restrictions on transfer and use as are applicable to the Developer's allocation in the Building/s intended for the common benefits of all occupiers of the proposed Building/s which shall include the following.

17. No formal Deed of Transfer in respect of the Owner's allocation shall be required. But the Owner shall at the request of the Developer sign and execute all such further necessary Deeds, papers, documents and writings for completion of construction and/or sale of the said Developer's allocation or any portion thereof provided that the Developer as the constituted Attorney/s of the Owner shall also be entitled to sign and execute such deeds, papers writings and documents as may be required from time to time therefore.

18. If the said development work and/or the construction work is suspended due to Force Majeure like natural calamity, earth quake, dispute with trespasser, strike, riot or civil commotion or promulgation of any law etc. which be beyond the control of the Developer, then in such event the stipulated time as aforesaid shall be extended for such period as may be mutually agreed between the Parties. But the market condition and Developer's paucity of fund or financial difficulty shall not be considered to be the reasons beyond control of the Developer.

19. The Developer will also keep the Owner saved, harmless and indemnified against all claims losses expenses and proceedings as may be occasioned by the reasons mentioned hereunder.
- A. The Developer shall pay for violation of rules and regulations prescribed under the Kolkata Municipal Corporation Act and/or infringement of such act or deviation from the sanction Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation causing payment of fines or penalty imposed by the said Authority for such violation of the Building/s Plan.
- B. All claims and demands of the suppliers of Building materials etc. of the said property or all claims arising due to any accident suffered by employees/workmen engaged by the Developer to carry out development work in the said property shall be borne by the Developer. The Developer shall solely be liable for compensation for such accident/s, if any, in terms of the Workmen's Compensation Act.

- C. All claims and demands of the Owner and Occupiers of the adjoining properties due to damage or loss suffered by the Owner in course of hazards in construction work of the said property shall be borne by the Developer and the Owner shall not be liable on any grounds whatever and the Developer by putting its signature indemnify the Owner to that aspect.
20. Both Owner and the Developer shall not use or permit to use their respective allocations in the Building/s or any portion thereof for carrying on any unlawful or illegal and immoral trade or activity nor use thereof for any purpose which may cause nuisance hazard to the other occupiers of the proposed Building/s.
21. Neither Party shall demolish or permit to demolish any wall or other structure in their respective allocations or any portion thereof or make structural alteration thereon without the previous consent of the Owner/Developer or the Association when formed, but such consent shall not be withheld unreasonably.

22. The respective Allottees shall keep the interiors and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the proposed Building/s in good working condition and repair and in particular so as not to cause any damage to the Building/s or any other of their space or accommodation therein.

23. No goods or other items shall be kept by the Owner or the Developer or the Transferees for display or use or otherwise in the corridor or other places of common use in the proposed Building/s and in case any obstacle is caused in a manner thereto the person doing so shall be responsible to remove the same at the risk and cost of his own. Neither of the Parties shall be entitled to put up any advertisement and/or display hoarding on the exterior walls of the proposed Building/s.

24. The Owner shall permit the Developer and their servants and agents without workmen and others at the reasonable time and by prior notice to enter into and upon the Owner's allocation and every part thereof for the

purpose of maintenance or repairing any part of the proposed Building/s and/or for the purpose of repairing maintaining, rebuilding, cleaning, lighting and of common facilities and/or for the purpose of maintaining, repairing and testing drains, water pipes and electric wires and for other similar purposes.

25. The Developer's allocation in the proposed Building/s in the said property is meant for sale as Ownership Flat/s. As such the Owner and the necessary Parties shall sign and execute all Deeds of Conveyances, documents and writings relating to such sale and transfer to the intending Purchaser/s of the said Flat/s at a price determined by the Developer and the Owner shall not have, nor can have any demand or claim thereon of any nature whatsoever.
26. The Developer is at liberty to advertise for sale of the said Ownership Flat/s during the Development/ construction of the Building/s on the said property and receive advance of consideration from the intending Purchaser/s on Agreement against sale of such Flat/s and proportionate land value and shall be entitled to take

appropriate the entire amount of sale proceeds from such Purchaser/s in respect of Developer allocated share in the proposed Building/s.

27. The Owner hereby agrees and covenants with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing, if any, of the Developer's allocation in the Building/s in the said property.

28. The Owner shall not let-out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

29. The Owner hereby agrees and covenants with the Developer to transfer the undivided proportionate share allocable and attributable to the Developer's allocation in favour of the Developer or its nominee/s in such part/s as the Developer shall required and for the aforesaid purpose shall obtain all necessary approvals, consents and permission.

30. The Parties hereto shall do all acts, deeds and things and sign execute register and deliver all documents and deeds as may be required by the other to enable the Parties to own use, occupy and enjoy the respective areas and the Parties hereto shall have full and absolute right to deal with or transfer their respective areas in the manner as they respectively think fit and proper.

31. The Developer shall have no right title and interest whatsoever in the Owner's allocation and undivided proportionate share pertaining thereof in common facilities and amenities which shall solely and exclusively belong and continue to belong to the Owner and similarly the Owner shall have no claim in respect of the Developer's Allocation as herein provided.

32. The Developer shall have no right to claim for payment reimbursement of any cost, expenses or charges incurred towards construction of the Owner's allocation and of the undivided proportionate share in the common areas/spaces, common facilities and amenities of the proposed Building/s. Hence the Owner shall never be

liable to pay and/or refund such cost or expenses to the Developer.

33. The Developer shall in completion of the proposed Building/s, put the Owner in undisputed possession of the Owner's allocation together with all rights in common areas/spaces common utility portion of the proposed Building/s and the open space thereof.
34. The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner would be prevented from enjoying, selling, assigning and/or disposing of any portion of the Owner's allocation in the said proposed Building/s in the said property.
35. The Developer shall be entitled to negotiate with prospective Buyers and/or Purchaser/s for sale of Flat/s and other areas of the Building/s belonging to the Developer's allocation and also enter into Agreement/s for Sale with the intending Purchaser/s and to receive earnest money thereof receive the full consideration

amount towards sale of Developer's allocation and appropriate the same and the Owner hereby confirms that the Owner shall have no claim or demand over the said consideration or amounts in future under any circumstances whatsoever and howsoever.

36. The Owner confirms and undertakes that if so required by the Developer, the Owner shall join as Confirming Party to all Agreements and other documents of transfer that may be entered into by the Developer for sale and/or otherwise transfer of the Flat/s in the proposed Building/s of the Developer's allocation without raising any objection and claiming any additional consideration money and if require the Developer may put signatures as the Confirming Parties if during construction period the Owner shall intend to sell his allocation to any prospective Purchaser/s.

37. It is understood that from time to time to facilitate, the construction of the proposed Building/s by the Developer various Deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the Authority of the Owner

and various application and other documents may be required to be signed or made by the Owner relating to the specific provisions may be reasonably required to be done in the manner and the Owner shall execute any such authorization as may be required by the Developer for the said purpose and the Owner also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all such acts deeds matters and things do not in any way infringe the rights of the Owner and/or go against the spirit of this Agreement.

38. In case, any Party fails or defaults in carrying out obligations or contravene any of the terms and conditions of this Agreement, then and in such event the other Party shall without prejudice to its rights stated herein be entitled to and/or start legal proceeding both criminal and civil against the defaulting Party and for Specific Performance of Contract together with right to claim damages and for other relief.
39. The proposed Building/s in the said property shall be christened by the Developer, which shall be inscribed and

marked on a marble piece and be fixed on the front wall of the Building/s. It will be displayed prominently to the visitor and open to public eye. The Developer is also permitted to inscribe its name in a visible place of the Building/s as Developer.

40. The Owner shall have power to inspect the works of the Developer at any stage during construction in any way subject to the Developer shall perform each and every obligations as depicted in this Agreement and shall not construct anything beyond the sanction Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation.
41. The land Owner shall execute Agreement/s for Sale and Deed/s of Conveyance in favour of the intending Purchaser/s if necessary when required by intending Purchaser/s in respect of Flat/s, Car Parking Space/s, Space/s including proportionate undivided share in land of Developer's allocation in the proposed Building/s in the said property before the Registration Office/s.

42. Alipore Judges' Court as the case may be shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents between the Parties hereto.
43. Nothing in these presents shall be construed as a demise or assignment or transfer or conveyance in land by the Owner of the said premises or any part thereof to the Developer or creating any right, title or interest in respect thereof, other than an exclusive license to the Developer for development and to deal with the Developer's allocation in the Building to be constructed thereon in the manner and subject to the terms hereinbefore stated.

THE SCHEDULE : "A" ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT piece and parcel of land measuring an area of 3 (Three) Cottahs 10 (Ten) Chittacks 27.8 (Twenty-Seven Point Eight) Square Feet be the same a little more or less together with single storied Building having an area of 900 (Nine Hundred) Square Feet more or less in the Ground Floor and tiled shed structure having an area of 250 (Two Hundred Fifty) Square Feet more or less in the First Floor both with cemented

flooring standing thereon constructed sometimes in the year 1990, lying and situate at Mouza : Gangarampur, Pargana : Magura, J.L. No.5, R.S. No.181, Touzi No.101, under C.S. & R.S. Khatian No.219, corresponding to L.R. Khatian No.854 & 855, appertaining to C.S., R.S. & L.R. Dag No.62, being known and numbered as Municipal Premises No.3, Fakir Para Road (mailing address 5B, Fakir Para Road), Police Station : Parnasree, Kolkata : 700034, within the limits of the Kolkata Municipal Corporation (South Suburban Unit), under Ward No.128, bearing Assessee No.41-128-09-0003-9, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South) together with all right, title, interest and right of easement attached thereto and the same is butted & bounded by :-

ON THE NORTH	:	23'-01" wide Fakir Para Road ;
ON THE SOUTH	:	5, Fakir Para Road ;
ON THE EAST	:	Building on Fakir Para Road ;
ON THE WEST	:	18' wide Fakir Para Road.

THE SCHEDULE : "B" ABOVE REFERRED TO

(DESCRIPTION OF THE OWNER'S ALLOCATION)

ALL THAT on completion of the proposed G+III storied Building, the Owner shall be at the first instance entitled to get 50% of

the total F.A.R. out of 100% of the total F.A.R., which is to be provided from the entire First Floor as per Sanction Building Plan and one 3BHK Flat on the Third Floor, at its Eastern side along with 3 (Three) numbers of Car Parking Spaces in the Ground Floor, at its Eastern side from the proposed Building in finished and complete condition and the fittings, fixtures and arrangements as will be provided by the Developer in the said allocation as fully described in the **SCHEDULE** : "D" hereunder written and the aforesaid allocation will be demarcated in future in writing and signed by the Parties by way of a execution of a Supplementary Agreement.

THE SCHEDULE : "C" ABOVE REFERRED TO

(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)

ALL THAT the remaining and/or rests 50% of the total F.A.R. out of 100% of the total F.A.R. of the proposed Building in finished and complete condition after providing the aforesaid Owner's allocation and the fittings, fixtures and arrangements as will be provided by the Developer in the said allocation as fully described in the **SCHEDULE** : "D" hereunder written and the aforesaid allocation will be demarcated in future in writing and signed by the Parties by way of a execution of a Supplementary Agreement.

THE SCHEDULE : "D" ABOVE REFERRED TO

(DESCRIPTION OF THE SPECIFICATION)

❖ **FOUNDATION** :-

Building designed of R.C.C. foundation.

❖ **STEEL** :-

Standard quality available in the market.

❖ **CEMENT** :-

Standard quality available in the market.

❖ **SAND** :-

Coarse sand.

❖ **STONECHIPS** :-

Standard quality available in the market.

❖ **BRICKS** :-

1st class available in the market.

❖ **FLOORING & SKIRTING** :-

The Shops will be finished with marble/floor tiles and the front and back open space will be finished with net cement.

❖ **BATHROOM & TOILETS** :-

Floorings of the bathroom and toilet shall be marble finished.

❖ **DOORS** :-

P.V.C. Door in toilets and other will be of wooden frame with flush doors.

❖ **WINDOWS** :-

Aluminum panel windows with glass fittings.

❖ **ELECTRICAL WORKS** :-

Electrical points for light, fan etc. will be provided with concealed P.V.C. wiring and complete with distribution boards, sub-distribution board, switch board, with piano type switches and 5 & 15amp plug point, electrical points will be provided as required and one A.C. point in one bed room only.

❖ **ELECTRICAL METER** :-

The Developer will arrange for the electric meter for common services like roof lights, stair case, passages and Flat Sub-Lessor/Owners except the Owners herein will pay the deposit amount proportionately.

❖ **EXTRA WORK** :-

Request for extra work or change from above mentioned specifications and fixing of costly items will be entertained before commencement of the work of the specified items and extra cost to be paid in advance basis as required.

❖ **WATER SUPPLY** :-

Water will be supplied from the supply of the Kolkata Municipal Corporation will be arranged with underground reservoir and cost of water connection from concerned authority will be borne by the Flat Sub-Lessor/Owners on proportionate cost basis.

❖ **PAINTING** :-

All internal walls will be finished with Putty. All external paintings will be with cement based paints. All doors and windows will be enamel paints.

❖ **SANITARY** :-

All internal pipelines will be of concealed type. Soil lines are to be connected to underground drainage pipes terminating in septic tank.

THE SCHEDULE : "E" ABOVE REFERRED TO

(DESCRIPTION OF THE COMMON AREAS)

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the Land to the Municipal duct.
3. Water sewerages and drain connection pipes from the Flats to drains and sewers common to the Land.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the Land.
5. The durwans and maintenance staff rest room with electrical wiring switches and point fittings and fixtures also a separate room with kitchen and toilet for residential staff with family.
6. Boundary walls of the land including outer side of the walls of the Building and main gates.
7. Water pumps and motors with installation and room therefore.
8. Tube wells water pumps overhead tanks and underground water reservoirs water pipes and other

common plumbing installations and spaces required thereto.

9. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those that are installed for any particular Flat) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common areas of the land.
11. Generators its installation and its allied accessories and room.
12. Lifts and its accessories installations and spaces required therefor.
13. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Land and/or the Building as are necessary for passage to or use and occupancy of the Flats as are necessary.
14. Community Hall with a standard toilet for common use of all the occupants of the said Project.
15. Roof.

THE SCHEDULE : "F" ABOVE REFERRED TO

(DESCRIPTION OF THE COMMON EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a purpose and work manlike manner all the wood metal stone and other work of the property and external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flower beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.

5. Paying such workers as may be necessary in connection with the upkeep of the property.
6. Cleaning as necessary the external walls and windows (not forming part of any Flat) in the property as may be necessary keeping cleaned the common parts and hall passages landing and stair cases and all other common parts of the building.
7. Cleaning as necessary of the areas forming parts of the property.
8. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Developer may think fit.
9. Maintaining and operating the lifts.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect

of the Building or any part thereof excepting in so far as the same are the responsibility of the individual Owner/ Occupiers of any Flat.

12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Flat of any individual lessee of any Flat.
13. Generally managing and administering the development and protecting the amenities in the Building and for that purpose, employing a contractor and enforcing or attempting to enforce the observance of covenants on the part of any occupants of any of the Flat.
14. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Building excepting those which are the responsibility of the Owner/ Occupier of any Flat.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

by the Parties at Kolkata

in the presence of :-

WITNESSES :-




1. Mousumi Chatterjee
Adv.
Alipore Judges' Court
Kolkata - 700027


Signature of the **OWNER**

2. Nitya Deutta
Adv.
Court - Rd
14-27

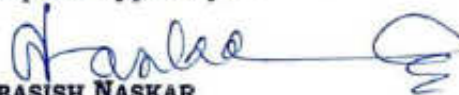
Drafted by me :-

Mousumi Chatterjee
Advocate N.B 472/2000.
Enroll. No.
Alipore Judges' Court, Kol : 27.

1. 
2. 
3. 

Signature of the **DEVELOPER**

Computer typed by :-


DEBASISH NASKAR
Alipore Judges' Court, Kol : 27.



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature *Sujay Das*



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name *SRIKANTA CHATTERJEE*

Signature *Srikanta Chatterjee*



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name *DEBANJAN MITRA*

Signature *Debanjan Mitra*



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name *SABAL CHATTERJEE*

Signature *Sabal Chatterjee*



Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192023240018223338

GRN Details

GRN:	192023240018223338	Payment Mode:	SBI Epay
GRN Date:	18/04/2023 08:17:36	Bank/Gateway:	SBIPay Payment Gateway
BRN :	1912389265239	BRN Date:	18/04/2023 08:18:50
Gateway Ref ID:	925167112	Method:	Axis Bank-Retail NB
GRIPS Payment ID:	180420232001822332	Payment Init. Date:	18/04/2023 08:17:36
Payment Status:	Successful	Payment Ref. No:	2000977664/1/2023

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr Sribash Chatterjee
Address:	Akaash galaxy, 3rd floor, 12,Rajkumar Karmakar Road. behala
Mobile:	8240932485
E-Mail:	sribash2k@gmail.com
Period From (dd/mm/yyyy):	18/04/2023
Period To (dd/mm/yyyy):	18/04/2023
Payment Ref ID:	2000977664/1/2023
Dept Ref ID/DRN:	2000977664/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000977664/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	6920
2	2000977664/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	6941









IN WORDS: SIX THOUSAND NINE HUNDRED FORTY ONE ONLY.




Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS, District Name :South 24-Parganas
Signature / LTI Sheet of Query No/Year 16042000977664/2023

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Sujoy Biswas 1/F, P.G.M. Shah Road, City:- Not Specified, P.O:- Golf Green, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700095	Land Lord			
2	Mr Sribash Chatterjee 12, Raj Kumar Karmakar Road, City:- Not Specified, P.O:- Behala, P.S:-Behala, District:- South 24-Parganas, West Bengal, India, PIN:- 700034	Represent ative of Developer [CITYHIG H]			 19.04.23
3	Mr Saibal Chatterjee 123/1, Kalipada Mukherjee Road, City:- Not Specified, P.O:- Barisha, P.S:- Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN:- 700008	Represent ative of Developer [CITYHIG H]			 19.04.23

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr Debanjan Mitra 61, Satyajit Roy Sarani, City:- Not Specified, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060	Represent ative of Developer [CITYHIGH H]			<i>Debanjan Mitra.</i> 19/04/2023.
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mrs Rita Dutta Wife of Late P Dutta Alipore Judges Court, City:- Not Specified, P.O:- Alipore, P.S:- Alipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700027	Mr Sujoy Biswas, Mr Sribash Chatterjee, , Mr Saibal Chatter			<i>Rita Dutta</i>

(Anupam Halder)

DISTRICT SUB-
REGISTRAR

OFFICE OF THE D.S.R. -
IV SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal

Major Information of the Deed

Deed No :	I-1604-04696/2023	Date of Registration	20/04/2023
Query No / Year	1604-2000977664/2023	Office where deed is registered	
Query Date	17/04/2023 4:50:07 PM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Rita Dutta Alipore Judges Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9433515146, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 37,99,959/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,020/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Fakir Para Road, , Premises No: 3, , Ward No: 128 Pin Code : 700034

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	3 Katha 10 Chatak 27.8 Sq Ft		32,97,253/-	Property is on Road
Grand Total :				6.045Dec	0 /-	32,97,253 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	900 Sq Ft.	0/-	5,02,706/-	Structure Type: Structure
Gr. Floor, Area of floor : 900 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 33 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		900 sq ft	0 /-	5,02,706 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Sujoy Biswas Son of Sankar Biswas 1/F, P.G.M, Shah Road, City:- Not Specified, P.O:- Golf Green, P.S:-Jadavpur, District:- South 24-Parganas, West Bengal, India, PIN:- 700095 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: aexxxxx7k, Aadhaar No: 48xxxxxxx8425, Status :Individual, Executed by: Self, Date of Execution: 19/04/2023 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 19/04/2023 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	CITYHIGH 1/a, Nafar Chandra Das Road, City:- Not Specified, P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 , PAN No.:: AAxxxxx8f,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Sribash Chatterjee (Presentant) Son of Late Dinabandhu Chatterjee 12, Raj Kumar Karmakar Road, City:- Not Specified, P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxx9Q, Aadhaar No: 95xxxxxxxx2497 Status : Representative, Representative of : CITYHIGH (as Partner)
2	Mr Saibal Chatterjee Son of Late Nanda Dulal Chatterjee 123/1, Kalipada Mukherjee Road, City:- Not Specified, P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxx9A, Aadhaar No: 31xxxxxxxx6097 Status : Representative, Representative of : CITYHIGH (as Partner)
3	Mr Debanjan Mitra Son of Prabir Mitra 61, Satyajit Roy Sarani, City:- Not Specified, P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: bdxxxxx1n, Aadhaar No: 73xxxxxxxx1461 Status : Representative, Representative of : CITYHIGH (as partner)

Identifier Details :

Name	Photo	Finger Print	Signature
Mrs Rita Dutta Wife of Late P Dutta Alipore Judges Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
Identifier Of Mr Sujoy Biswas, Mr Sribash Chatterjee, Mr Saibal Chatterjee, Mr Debanjan Mitra			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Sujoy Biswas	CITYHIGH-6.04496 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr Sujoy Biswas	CITYHIGH-900.00000000 Sq Ft

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Sujoy Biswas	CITYHIGH-6.04496 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Sujoy Biswas	CITYHIGH-900.00000000 Sq Ft

On 19-04-2023

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

Presented for registration at 14:15 hrs on 19-04-2023, at the Private residence by Mr Sribash Chatterjee ,

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 37,99,959/-

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

Execution is admitted on 19/04/2023 by Mr Sujoy Biswas, Son of Sankar Biswas, 1/F, P.G.M. Shah Road, P.O: Golf Green, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700095, by caste Hindu, by Profession Business

Identified by Mrs Rita Dutta, , Wife of Late P Dutta, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 19-04-2023 by Mr Sribash Chatterjee, Partner, CITYHIGH (Partnership Firm), 1/a, Nafar Chandra Das Road, City:- Not Specified, P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034

Identified by Mrs Rita Dutta, , Wife of Late P Dutta, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Execution is admitted on 19-04-2023 by Mr Saibal Chatterjee, Partner, CITYHIGH (Partnership Firm), 1/a, Nafar Chandra Das Road, City:- Not Specified, P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034

Identified by Mrs Rita Dutta, , Wife of Late P Dutta, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Execution is admitted on 19-04-2023 by Mr Debanjan Mitra, partner, CITYHIGH (Partnership Firm), 1/a, Nafar Chandra Das Road, City:- Not Specified, P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034

Identified by Mrs Rita Dutta, , Wife of Late P Dutta, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 20-04-2023

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 : 48 (g) of Indian Stamp Act 1899.

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 Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/04/2023 8:18AM with Govt. Ref. No: 192023240018223338 on 18-04-2023, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 1912389265239 on 18-04-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 6,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1912, Amount: Rs.100.00/-, Date of Purchase: 17/04/2023, Vendor name: A K Samjpati

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/04/2023 8:18AM with Govt. Ref. No: 192023240018223338 on 18-04-2023, Amount Rs: 6,920/-, Bank: SBI EPay (SBlePay), Ref. No. 1912389265239 on 18-04-2023, Head of Account 0030-02-103-003-02

(Sd/-)

Anupam Halder
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South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2023, Page from 150833 to 150935
being No 160404696 for the year 2023.



Digitally signed by ANUPAM HALDER
Date: 2023.05.04 14:59:12 -07:00
Reason: Digital Signing of Deed.

(Anupam Halder) 2023/05/04 02:59:12 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)