

4102/2023

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पश्चिम बंगाल WEST BENGAL

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16/03/23

Additional Registrar of Assurances
Kolkata

Documents admitted to
Registration under this Act and the
endorsement thereon are the part
of the document

Additional Registrar
of Assurances II Kolkata

16 MAR 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 19th day of
March in the year Two Thousand Twenty Three (2023)

BETWEEN

150376

Sl. No.....
Name : A. K. SINGH Advocate
Address : High Court, Calcutta
Kolkata - 700001

Rs.....
Kolkata Collectorate
Pl. Netaji Subhas/Rd.,
Kolkata-1
Dated.....
Amal Kr. Saha
Licensed Stamp
Vendor

Malay Ray

MALAY RAY
S/o NARAYAN CHANDRA ROY
14/E, CHITTA RANJAN PARK
P.O.- JADAVPUR UNIVERSITY
P.S.- JADAVPUR KOLKATA - 700 032
(BUSINESS)



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
16 MAR 2022



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



192022230334312788

GRN Detail

GRN:	192022230334312788	Payment Mode:	SBI Epay
GRN Date:	15/03/2023 22:21:43	Bank/Gateway:	SBIePay Payment Gateway
BRN :	0644157399737	BRN Date:	15/03/2023 22:23:57
Gateway Ref ID:	202307450369805	Method:	State Bank of India New PG DC
GRIPS Payment ID:	150320232033431277	Payment Init. Date:	15/03/2023 22:21:43
Payment Status:	Successful	Payment Ref. No:	2000567772/3/2023

[Query No*/Query Year]

Depositor Detail

Depositor's Name: Mr SUSHIL SHARMA
 Address: 700048
 Mobile: 9831088998
 Email: sushi45sharma@gmail.com
 Period From (dd/mm/yyyy): 15/03/2023
 Period To (dd/mm/yyyy): 15/03/2023
 Payment Ref ID: 2000567772/3/2023
 Dept Ref ID/DRN: 2000567772/3/2023

Payment Detail

Sl. No.	Payment Ref ID	Description	Code	Amount
1	2000567772/3/2023	Property Registration- Stamp duty	0030-02-103-003-02	10021
2	2000567772/3/2023	Property Registration- Registration Fees	0030-03-104-001-16	5021
IN WORDS: FIFTEEN THOUSAND FORTY TWO ONLY			Total	15042

PAID

(1) **SUKANTA MAJI (PAN: ICGPM7172D & Aadhar No. 2508 3779 4759)**, son of Nepal Maji, by faith Hindu, by occupation Service, by Nationality - Indian presently residing at Bhojan, Rashpur, P.O.- Rathtala, P.S. - Amta, District-Howrah, Pin-711401 and (2) **SRI SUBIR KUMAR PATRA (PAN: AFTPP6528A & AADHAR No. 7039 0608 4997)**, son of Sridam Patra, by faith - Hindu, by faith Hindu, by occupation Business, by Nationality - Indian residing at 17A, Sitalatala Lane, P.O. & P.S. Narkeldanga, Kolkata-700011, hereinafter called and referred to as the **LAND OWNERS** (Which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

AND

M/S KRISHNA CONSTRUCTION, a proprietorship firm having its office at 158, Muktaram Babu Street, P.O. Burrabazar & P.S. - Jorasanko, Kolkata - 700 007, duly represented by the proprietor **SRI SUSHIL SHARMA (PAN: APBPS6517A & AADHAR No. 2368 2188 9577)** son of Late Mahabir Prasad Sharma, by faith - Hindu, by Occupation - Business, by Nationality - Indian, working for gain at 158, Muktaram Babu Street, P.O. Burrabazar & P.S. - Jorasanko, Kolkata - 700 007, hereinafter called and referred to as the "**DEVLOPER/ PROMOTER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office and administrators) of the **OTHER PART/ SECOND PARTY.**

WHEREAS by virtue of a Deed of Sale written in Bengali dated 09/02/2008 registered at the office of A.R.A - I of Kolkata vide Book No, 1. CD Volume No. 2. page from 2411 to 2422, Being No. 00769 for the year 2014, (the said joint owners herein purchased the piece or parcel of land measuring 4 Cottahs more or less with the kancha structure having tin shed admeasuring 150 sq. ft. situate at 16E, Sitalatola Lane, Police Station Narkeldanga. Kolkata- 700011 comprised in Holding No. 133. Division no. 3. Sub - Division 12, Touzi No. 1298/2833, ADSR office at Sealdah within jurisdiction of KMC, Ward No. 30, in the District 24 Parganas (South) from one Alok Ranjan Nayek, son of late Bijay Krishna Nayek of 184, Ray Bahadur Road, Flat 1C, second floor, P.S. Behala. Kolkata- 700034. District 24 Parganas (South), hereinafter referred to as "**The said landed property**" and which is morefully described in the First Schedule hereunder.

AND WHEREAS the said Joint Ownerss absolutely seized and possessed of or otherwise well and sufficiently entitled to the said landed property.

AND WHEREAS the said Joint Ownerss obtained mutation certificate in respect of the said property from KMC and recorded their names jointly thereon being the **Assessee No. 110301600227** and this is as per Mutation Certificate dated 31/03/2014.

AND WHEREAS the said joint Ownerss herein are not in a position to develop the said property personally due to their inadequate fund and for which they have contacted with the developers herein and requested for erection of a new project over the said property by their own fund and resources.

AND WHEREAS at the request of the said Joint Ownerss herein the said developer herein have agreed to develop the said property situated at premises No. 16E, Sitalatola Lane, P.O. & P.S.- Narkeldanga, Kolkata- 700011 on joint venture basis according to the following terms and conditions laid down herein below with these presents.

NOW THIS AGREEMENT WITNESSETH and it is hereby and hereunder agreed by and between the parties as follows :-

ARTICLE- I : DEFINITIONS

Unless in this presents it is repugnant or inconsistent with :—

1. **OWNERS** shall mean the aforesaid (1) **SUKANTA MAJI** son of Nepal Maji, residing at Bhojan, Rashpur, P.O.- Rathtala, P.S. - Amta, District- Howrah, Pin-711401 and (2) **SRI SUBIR KUMAR PATRA** son of Sridam Patra, residing at 17A, Sitalatala Lane, P.O. & P.S. Narkeldanga, Kolkata- 700011, (which terms or expression shall unless excluded by or repugnant to the contexts. be deemed to mean include their heirs, executors, administrators, legal representatives and assigns).
2. **DEVELOPER/ BUILDER** shall mean **M/S KRISHNA CONSTRUCTION**, a proprietorship firm having its office at 158, Muktaram Babu Street, P.O. Burrabazar & P.S. - Jorasanko, Kolkata - 700 007, duly represented by the proprietor **SRI SUSHIL SHARMA (PAN: APBPS6517A & AADHAR**

No. 2368 2188 9577) son of Late Mahabir Prasad Sharma, by faith - Hindu, by Occupation - Business, by Nationality - Indian, working for gain at 158, Muktaram Babu Street, P.O. Burrabazar & P.S. - Jorasanko, Kolkata - 700 007, hereinafter called as to the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include it's respective legal heirs, successors-in-office administrator, representatives and assigns).

3. **SAID LAND** shall mean **ALL THAT** the piece or parcel of land measuring 4 Cottahs more or less with the katcha structure having tin shed admeasuring 150 sq. ft situate at 16E, Sitalatola Lane, Police Station-Narkeldanga, Kolkata- 700011, comprised in Holding No. 133, Division no.3, Sub- Division-12, Touzi No. 1298/2833, ADSR office at Sealdah, within jurisdiction of Ward No. 30, Kolkata Municipal Corporation, under **Assessee No. 110301600227** in the District 24 Parganas (South), hereinafter called the said "LAND" (morefully and particularly described in the **FIRST SCHEDULE** hereunder written).
4. **ARCHITECTS** shall mean the Architect to be appointed by the Developer or such other Architect during the material time of construction of the proposed building or process or progress whatsoever may be appointed by the developer.
5. **BUILDING** shall mean multi-storied building complex so to be constructed upon the said land in accordance with the building plan required to be duly sanctioned by the Kolkata Municipal Corporation with all its variation.
6. **COMMON EXPENSES** shall mean and include the cost of operating, up-keeping and maintaining as and when required the common services and facilities of the building complex and shall include all taxes, charges, salaries, premiums and other expenses payable in respect thereof or incidental thereto.
7. **UNDIVIDED SHARE** shall mean that the undivided variable and impartible proportionate share in the land attributable and allocable to

the said unit to be determined in relation to the area of the respective unit.

8. **PLAN** shall mean the plan so to be sanctioned by the Kolkata Municipal Corporation in the name of the Owners but at the cost of the developer and other statutory variation including such modification or variations therein as may be required to be made or directed by the said Kolkata Municipal Corporation and agreed upon by the Owners.
9. **TRANSFER** with its grammatical variations shall include a transfer by possession and by other means adopted for effecting what is understood as a transfer for flat/unit in multi-storied building to the intending purchaser or purchasers from the allotments of the Owners and Developer's or nominee or nominees of the Developer.
10. **TRANSFeree** shall mean the purchaser to whom any flat, other space in the said building will be transferred/Sold.
11. **DEVELOPMENT AGREEMENT** shall mean this agreement dated 16-03-2023 day of March, 2023 between the Owners and the Developer in respect of FIRST SCHEDULE property and construction of new building thereon with terms and conditions embodies hereto.
12. **UNITS** shall mean any flats, garages, shop rooms and other spaces within the building on or at the said premises, each of them being part thereof, in fact.

ARTICLE - II

1. **OWNERS' ALLOCATION:** The Owners share is 50% of the Saleable area of the building as per plan to be sanctioned Kolkata Municipal Corporation initially.
 - 1.1 The Developer have paid Rs.5,00,000/- (Rupees Five Lakh) only to the owners on the date of execution of instant indenture which will be refunded by the owners or adjusted at the time of handing over of Owners allocation.
 - 1.2 If Kolkata Municipal Corporation approve additional floor by way of Modification of the primary building plan then the Owners shall bare 50%

of the charges and payables to get the modified building plan from Kolkata Municipal Corporation and shall get 50% of the saleable space at the additional floor.

DEVELOPER'S ALLOCATION : Shall mean and include the remaining constructed area of the newly constructed building (except Ownerss allocation) within the proposed multi-storied building as agreed to be constructed upon due sanction thereof comprising different Flats, shops, Car parking spaces, together with undivided proportionate share in the said lands whereon the said building shall be constructed with right to use the common portion thereof, and/or facilities within the said building, and/or the said lands, excluding the Owners share and/or allocation therein as mentioned above, (hereinafter referred to as the "Developer's Allocation").

That the Owners will get Owners allocation of the said proposed multi storied building mentioned above and subject to it and save and except the same the Owners do hereby grant, exclusive right to the developer to construct a multi-storied building on the said plot of land, (morefully and particularly described in the FIRST SCHEDULE hereunder written), and also authorise developer herein to sell his allotted portion to the intending purchaser or purchasers to be selected by the Developer herein only.

ARTICLE- III : BUILDING

1. The Developer shall at her own cost and expenses shall at the said premises construct, the said multistoried building according to the sanction of the building plan by the Kolkata Municipal Corporation, and in compliance with all Municipal Rules, Regulations and provisions. The building so to be constructed shall be of good standard quality building materials and workmanship. No substandard materials shall be used.
2. Subject to approval of the Developer the approval of the quality of the materials by Engineer as shall be engaged by the developer shall be final and binding between the parties hereto, the materials in no case being of inferior/low quality so that the proposed building suffered form any damage.

3. The Developer shall install and erect in the said multi-storied building at his own cost and expenses, soil-test pumps for safety and discretion of wall storage tank, overhead reservoirs and until permanent electric connection is obtained temporary electric connection as well as transformer at his cost which shall be provided together with other facilities as are required to be provided in the building complex having self contained flats, shops, Garage spaces and other spaces constructed for sale of flats, shops, garages and other spaces so permitted by Kolkata Municipal Corporation.
4. The Developer shall be authorised by the Owners to look after and obtain in the name of the Owners so far shall be necessarily for obtaining quota entitlements, of, or, for cement, steel, bricks and other building materials for construction of the building, and shall similarly apply for and obtain temporary and permanent connections of water, electricity power, drainage sewerage etc. to the said building and other facilities required for construction or enjoyment of the building for which purpose the Owners' shall execute in favour of the Developer a Development power of Attorney or other authorities as shall be required by the Developer.
5. The Developer shall at his own cost and expenses and without creating any financial or other liability upon the Owners shall:
 - i) The Developer shall have liberty to take loan from the Bank by executing proper documents as per law. No consent shall be required from the Owners on the part of the Developer to transfer and assign the benefit of the Developer's allocation to the intending purchaser or purchasers only.
 - ii) The Developers hereby agree and covenant with the Owners not to do any act deed or thing whereby the Owners are prevented from enjoying or selling/assigning and/or disposing of any of the portion within the Owners allocation in the building.
 - iii) The Developers hereby declare that the proposed building shall be completed, and the Owners's allocation as agreed shall be handed over to

the Owners within **24 (twenty four) months** from the date of sanction of the building plan or delivery of vacant physical possession of the premises unto the developer for the purpose of construction as agreed, which ever shall be later in sense of length of time.

- iv) That the Developer undertakes to serve notice to the Owners to deliver the portion under allocation of the Owners before dispose of any other portions, or delivery thereof to other the Owners having the right first instance in such respect, provided, however, that upon completion of the building in every details upon notice as shall be issued by the developer in writing and under registered post requiring the Owners to take delivery of possession of their allocation if for any reason the Owners fail to do so, or take time therefor the same shall not stand as a bar to the developer making delivery of other portions unto others according to his suit well, or to dispose of any portion out of their allocation to any intending purchaser or purchasers thereof.

ARTICLE-V : OWNERS' OBLIGATIONS

1. The Owners shall pay all out standing dues payable in respect of the said land till the date of sanction of the building plan and getting of vacant possession by the developer whichever is later.
2. The Owners have agreed to hand-over vacant peaceful khas possession of the actual portion within the occupation of the Owners upon the said land (morefully and particularly described in the FIRST SCHEDULE hereunder written) to the Developer as per as the landlords get vacant possession..
3. The Owners have agreed to sign in the building plan so to be prepared by the Architect appointed by the Developer for submission to the Kolkata Municipal Corporation for necessary sanction. The Owners shall authorise the Developer to do and perform all works and to sign all papers and documents including the building plan as would be necessary for sanction of the building plan, and modification thereto by executing necessary power of Attorney or any indenture relating to the same in favour of the Developer.

4. Subject to proceeding clauses, the Owners hereby grant exclusive licence and permission to the Developer to construct, erect and complete the proposed building on the said land in accordance with the sanctioned building plan.
5. The Developer shall at his own cost, for and on behalf of the Owners shall submit the building plan before the Kolkata Municipal Corporation, appropriate Government and/or other authorities for sanction or approval of the plan required for the construction of the building or for the premises, and peruse the same time to time. The Developer shall comply with all changes to be made in the building plan as shall be required by the Kolkata Municipal Corporation and other statutory authority, being Government or other authorities as aforesaid, and shall with comply any sanction, permission, clearance as aforesaid subject to Owners' approval before submission to the Kolkata Municipal Corporation or other statutory body.
6. The Developer shall be entitled to erect and/or construct of the proposed building complex and with the rights to transfer or otherwise deal with or dispose of the same and the Owners' shall not in any way interfere with or disturb quite and peaceful possession of the Developer's allocation, mentioned as aforesaid.
7. The Owners shall execute a registered Power of Attorney authorizing the Developer herein to appoint Architect, Labour and to obtain electricity, Water, Sewerage, Drain from the Kolkata Municipal Corporation and C.E.S.C. and right to sign any agreement for sale, Deed of Conveyance or conveyances and/or transfer of the Developer allocation within the building complex or any part thereof only to intending purchaser or purchasers who is nominated by the developer herein and also to appoint Advocates in any court of law and the Owners shall further execute a Notarial Power of Attorney authorising to the Developer herein to make agreement for sale, sell, transfer and convey the flat or flats and other portions of the proposed building complex including proportionate share of the said lands, only unto and in favour of the intending purchaser or purchasers on the developer allocation.

8. The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction work of the said building on the said plot of land.
9. The Owners hereby agree and covenant, with the Developer not to Sale, let out, grant, lease, mortgage, encumber, and or charge the said plot of land or any portion thereof till the purpose of this agreement is fully satisfied.
10. That the Owners undertake that during the continuance of this agreement they shall not enter into any Development or Sale agreement with any third party in respect of the said lands or any part thereof.
11. The land Owners shall not be entitled to claim any amount of sale proceeds of the Developer's allocated portion mentioned above nor shall be entitled to claim any aforesaid amount of sale proceeds from intending purchaser or purchasers of Developer's allotted portion as they be received by the Developer herein as constituted Attorney of the Owners herein, and the Owners' shall not be entitled to claim any portion thereof except the Owners allocation mentioned hereinabove.
12. The developer shall be entitled to fix sign board on the said property, for advertisement, and insertions in news papers and other advertising media both the parties herein stated jointly choose a name of the new multistoried building.
13. It is agreed that the developer shall be entitled to enter into any agreement for sale in respect of Developer's allocation to different prospective buyers and simultaneously sell out those portions, flats, shops, garages and other spaces to the prospective buyers against such monetary consideration which shall be determined solely by developer in which the land Owners shall not interfere in any manner whatsoever, purposes of execution of the deed of conveyance or conveyances in respect of the different portion in favour of different buyers.

14. If any of the Owners herein expires during the continuance of the agreement all his/her heirs and/or legal representatives of the said deceased Owners shall be bound to abide by the terms hereof and if required by the developer, shall sign necessary papers and/or documents in execution thereof either for inclusion thereof in this agreement or for continuity and/or modification hereof as per requirements of the developers without any right to backout from such obligations in any manner whatsoever.
15. That the Owners further undertake not to file any suit intentionally against each other or the developer which will obstruct the developer from carrying out the job of construction. If any suit be filed by Owners intentionally as against the developer and for that reason the construction work is delayed and/or stopped, in that event developer entitled to claim the cost of construction, damage, interest and compensation carried out by the Developer upto the date of stop work, which will assessed by the Developer.
16. That if there is no fault violation of the this agreement the Owners shall not be entitled to repudiate, rescind, and/or cancel this development and the register general power of attorney as has been executed by the Owners simultaneously with the execution hereof during the period of completion of the development project or act as against terms hereof during the period of construction and/or completion of the building as envisaged hereunder and/or that of disposal of the portion under the allocation of the developer together with as the Owners as agreed by way of transfers or in their words completion of such development projects as a whole.
17. That if in course of searches and investigation of title the property is found to be defective, or not free from charges and/ or encumbrances or the same may not be considered marketable, or to be affected by any notice of acquisition or requisition by the Government, or any statutory body, or authority or injunction or prohibitory order from any court, the Owners' fail and neglect to sign a require any such agreement as aforesaid, in that event the Second party shall be entitled at their option either to sue the Owners' for specific performance of this agreement, or in

the alternative to cancel and/or rescind this agreement upon payment by the Owners' of the amount of the total security and also forfeited money as shall paid by the such time from forthwith the date of intimation respecting the same by the Second party.

18. Owners will undertakes they shall joint to execute agreement for sale, and the same will register proper Deed of conveyance and/or Conveyances in favour of the intending purchaser or purchasers who is nominated by the Developer of such transfer sale of flats, shops, garage and others spaces in respect of the Developer's allocation and the Developer shall also joint as necessary parties to the said Deed or Deeds.
19. Ownerss shall pay any dues including dues of CESC and KMC relating to the plot of land

ARTICLE VI - DEVELOPER'S RIGHT

1. The Developer will held possess the said plot of land as exclusive license and shall have authority to construct the building on the said plot of land as per building plan so to be sanctioned by the Kolkata Municipal Corporation.
2. If any amendment or modification is to be required in the said building plan, the same shall be done by the Developer at the own cost and expenses on behalf of the Owners and the Developer will pay and bear all fees including Architect's fees required to be paid or deposited, for such amendment and/or modification of the building plan but the Owners will not be prejudiced for the same of the said amendment or modification.
3. The Developer shall be entitled to enter into agreement with the intending purchaser or purchasers for selling their allotted portion mentioned above and shall settle terms with the prospective buyers of the flats/ units etc., and the Owners may join and /or sign and execute the said Agreement for sale of flats as necessary parties without making any objection to enable the developer to sell their allotted portion with the proportionate share in the land to the said intending buyers subject to requirements by the developers only developer allocation.

4. The Developer shall also be entitled to accept money by way of consideration price of the said flats/units, from the prospective buyers in respect of Developer allocated portion and /or share in the said proposed building with Flats and Garage spaces as referred to as saleable area and can issue receipt in their names or their firm acknowledging such receipts interns of this agreement without making liable or accountable the Owners for the same at any point of time.

5. Developer can appoint and assign his work relating to construction as per his choice.

ARTICLE VII : MISCELLANEOUS

1. It is understood that from time to time to facilitate the construction of the building 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 Owners and various applications and other document may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and the Owners', if necessary shall execute necessary papers as may be required by the Developer for the purpose and the Owners' also undertake to sign and execute all such acts, deeds, matters, and things, if the same do not in any way infringes and/or affect the rights and interest of the Owners' in respect of the said plot and/or the Owners' allocation and/or go against the spirit of this Agreement,

2. Any notice required to be given by the Developer shall be deemed to have been served upon the Owners', if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgment due and shall likewise be deemed to have been served on the Developer, if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgment due to the Developer.

3. The Developer and the Owners shall mutually framed scheme for the management and/or administration of the said building and/or common parts and facilities thereon for the intending purchaser or purchasers of

the said proposed building complex to be constructed including all its out going like common maintenance municipal taxes, darwan/sweeper salaries, common electric city bill of common passage, lift, main entrance, pump, repair sanitary, plumbing, white wash and others required therefore.

4. Any dispute or difference which may arise between the parties or their nominee or representative with regard to the construction meaning and effect of this Agreement or any part thereof, or respecting the construction or any other matters relating to the construction shall be referred to arbitration and the decision of the sole Arbitrator, if the parties in dispute so agree otherwise two or more arbitrators, according to the parties of this Agreement, one to be nominated by each party or his representatives and in case of difference of opinion between them, the umpire selected by them at the commencement of the reference and this Clause shall be deemed to be a submission within the meaning of the new Arbitration and Conciliation Act, 1996 including its statutory modification and re-enactment.

5. If and in case the Owners fail to make refund of the said amount of **Rs.5,00,000/-(Rupees Five Lakh) only** unto the Developers the same shall be realised making adjustment thereof to the allocation of the Owners, minimising the extend thereof accordingly as per portion thereof square feet wise from their allocation.

ARTICLE VIII : CONSIDERATION

1. The Developer have paid **Rs.5,00,000/-(Rupees Five Lakh) only** on the date of execution of instant indenture which shall be refunded within fifteen days after handing over Owners allocation.

ARTICLE IX : OWNERS' INDEMNITY

1. The Owners hereby undertake that the Developer shall be entitled to the said constructions and shall enjoy their allocation without any interference or disturbance provided the Developer perform observe and fulfill all the terms and conditions herein contained and/or on their part to be observed performed and/ or fulfilled.

2. The Owners also further declare that they never executed any instruments or their predecessor- in- interest never executed any instrument in respect of the Developer allocation under this agreement and if so the said instruments have no force at all and no body including the inheritance can not in any way take advantage of the said instruments.

ARTICLE X : DEVELOPER'S INDEMNITY

1. The Developer hereby undertake to keep the Owners' indemnified from against all third party's claim and actions arising out of any part of the act or commission of the Developer in or relating to the construction of the said building.
2. The Developer hereby undertake to indemnify and keep the Owners' indemnified form and against all actions suits costs proceeding and claims and demands that may arise out of the Owners' and/or Developer allocation with regard to the Development of the building and/or in the matter or construction of the building and/or for any defect therein.

ARTICLE XI : FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligation during the durations of the force majeure.
2. Force majeure shall mean earthquake, riot, war, storm tempest civil commotion which is beyond the control of any of the parties.

ARTICLE XII : TITLE DEED

The original papers of the said land, morefully and particularly described in the FIRST SCHEDULE hereunder written, during the continuation of this agreement shall be kept with the landlord and all interest person shall be entitled to have inspection and make extract therefrom.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece or parcel of land measuring 4 Cottahs more or less with the katcha structure having tin shed admeasuring 150 sq. ft situate at 16E,

Sitalatola Lane, Police Station- Narkeldanga, Kolkata- 700011, comprised in Holding No. 133, Division no.3, Sub- Division-12, Touzi No. 1298/2833, ADSR office at Sealdah, within jurisdiction of Ward No. 30, Kolkata Municipal Corporation, under **Assessee No. 110301600227** in the District 24 Parganas (South) and which is butted and bounded by:-

ON THE NORTH : Premises No. 16D, Sitalatola lane,
ON THE SOUTH : Sitalatola Lane,
ON THE EAST : Sitalatola Lane,
ON THE WEST : Premises No. 16G, Sitalatola Lane.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Specification)

1. Foundation : will be with RCC columns of multi stored building as per instructions of the Architect and sanctioned plan.
2. Plinth : the height of the plinth will be 3" from the nearest existing bituminous road level as per sanctioned plan.
3. Superstructure :this will be RCC columns connected with RCC beam to each other frame structures, including 4" thick RCC roof slab.
4. Flats : the building of the flats will be consisted of flat as per choice of the Ownerss/Developers. External brick work will be 8 inch thick with 1st class quality brick and all internal brick work will be 5 inch and 3 inch. The balcony railing will be 3 ft 3 inch height including 2 rail. All 3 inch brick work will be reinforce with wire net.
5. Plaster : the outside of the building plaster 1/2 inch thick and inside plaster will be 1/4 inch thick.
6. Wall painting : outer wall of the building will be painted by snowcem compound and inside of the building will be plastered parish finish.
7. Flooring : all floors inside the flat will be cast in situ and grey cement mosaic and skirting 4 inch height with multi colour marble chip 2 and 2b grade. Toilets will be have 6 ft. height with white glazed tiles.
8. Doors : main door ghola/gamar finish with sal wood frame, oxidisel hinged aluminum tower bolt 9 inch tele scope peep hold and one Godrej lock on the main entrance. Other doors have commercial flush door with handle. PVC door in toilet with PVC frame. Tower bolt and other necessary fittings.

9. Windows all windows made by wooden glass panel fitted with design grill.
10. Toilet: 1 pan, 1 shower complete, 2 taps, all GT pipe lines in side flat will be concealed.
11. Kitchen : one cooking platform with black stone, the dodo above kitchen platform will have 3 ft height with glazed tiles and one black stone sink with tap and one tap below sink are to be provided.
12. Staircase:
 - a) All steps landing skirting margin and railing handle will be grey cement mosaic.
 - b) Stair front opening wall will be covered by steel frame.
 - c) Stair railing will be of 3 inch thick steel grill.
 - d) In the main entrance at the ground floor one collapsible gate also will be provided.
13. Electrical works :
 - a) The staircase light, security light, roof pump connection will be the separate meter and separate control switch.
 - b) In rooms provided 3 light points, 1 fan point and 5 amp plug point.
 - c) 3 light points, 1 fan point and 1 power plug in the drawing and dining room.
 - d) 1 light point in bath room.
 - e) 1 light point, 1 extra fan point and 1 power plug in the kitchen room.
 - f) 1 light point in balcony if necessary.
 - g) 1 calling bell point in flat entrance.
14. Water supply : one overhead reservoir and a deep tubewell and pump motor with PVC delivery will be of 1st mark and a underground reservoir connection with the Municipal water for the same purpose.
15. Sanitary and drainage work : 1 septic tank for joint or for common user will be provided. All materials and accessories shall be of highest quality with 1st mark all soil pipe line be connected with the septic tank by underground SW pipe line.
16. Boundary wall : the boundary wall will be brick 5 inch thick to 5 ft. height with pillar 10m inch at 10 ft. apart with plaster with both side.
17. Top roof with finished mosaic.

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

SIGNED, SEALED AND DELIVERED by
the PARTIES in presence of

WITNESSES:

1. *Sunit Sen*
Advocate
2. *Subhasish Dhal.*
B2/H/2 C.P. Road
Kolkata-700010

Sukanta Meji
Suleiv Patra

OWNERSS / FIRST PARTY

KRISHNA CONSTRUCTION
Sushil Sharma
Proprietor

DEVELOPERS/ SECOND PARTY

Drafted by me

Sunit Sen
Advocate

High Court, Calcutta

WB/2308/1999

MEMO OF ADVANCE

RECEIVED from the Developer/Contractor the sum of **Rs.5,00,000/-** (Rupees Five Lakh) only as refundable Advance money in the manner hereunder written.

MEMO

Date	Cheque No./ Cash	Drawn on	Amount
09.07.2022	000002	UCO	3,00,000/-
06.03.2023	By Cash		2,00,000/-
		Total	Rs.5,00,000/-

(Rupees Five Lakh) only

WITNESSES:

1. *Sunit Sen*
Advocate
2. *Subhasish Pal.*

Sekanta Meji
Seelvic Patra

SIGNATURE OF THE ONE PART

SPECIMEN FORM FOR TEN FINGERPRINTS



Sukanta Meji

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



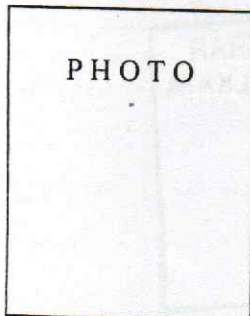
Sulevic Patra

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Susni Shome

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Major Information of the Deed

Deed No :	I-1902-03508/2023	Date of Registration	16/03/2023
Query No / Year	1902-2000567772/2023	Office where deed is registered	
Query Date	01/03/2023 8:08:34 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	S Sen 6 O.P.ST, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9433078267, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 90,39,693/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,031/- (Article:48(g))	Rs. 5,105/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :






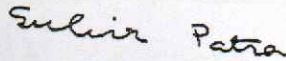
District: South 24-Parganas, P.S:- Narikeldanga, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sitalatala Lane, , Premises No: 16E, , Ward No: 030, Holding No:133Touzi No: 1298 Pin Code : 700011

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS,;-)		Bastu	4 Katha	1/-	90,00,003/-	Property is on Road Adjacent to Metal Road, ,Last Reference Deed No :1901-I -00769-2014
Grand Total :				6.6Dec	1 /-	90,00,003 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	150 Sq Ft.	1/-	39,690/-	Structure Type: Structure
Gr. Floor, Area of floor : 150 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 9 Years, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		150 sq ft	1 /-	39,690 /-	




Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Sukanta Maji Son of Mr Nepal Maji Executed by: Self, Date of Execution: 13/03/2023 , Admitted by: Self, Date of Admission: 16/03/2023 ,Place : Office	Photo  16/03/2023	Finger Print  LTI 16/03/2023	Signature  16/03/2023
Bhoja, Rashpur, City:- , P.O:- Rathtala, P.S:-Amta, District:-Howrah, West Bengal, India, PIN:- 711401 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: icxxxxxx2d, Aadhaar No: 25xxxxxxxx4759, Status :Individual, Executed by: Self, Date of Execution: 13/03/2023 , Admitted by: Self, Date of Admission: 16/03/2023 ,Place : Office				
2	Name Mr Subir Kumar Patra Son of Mr Sridam Patra Executed by: Self, Date of Execution: 13/03/2023 , Admitted by: Self, Date of Admission: 16/03/2023 ,Place : Office	Photo  16/03/2023	Finger Print  LTI 16/03/2023	Signature  16/03/2023
17A, Sitalatala Lane, City:- , P.O:- Narkeldanga, P.S:-Narikeldanga, District:-South 24-Parganas, West Bengal, India, PIN:- 700011 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: afxxxxxx8A, Aadhaar No: 70xxxxxxxx4997, Status :Individual, Executed by: Self, Date of Execution: 13/03/2023 , Admitted by: Self, Date of Admission: 16/03/2023 ,Place : Office				



Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	KRISHNA CONSTRUCTION 158, Muktaram Babu Street, 158, Muktaram Babu Street, City:- , P.O:- Burrobazar, P.S:-Jorasanko, District:- Kolkata, West Bengal, India, PIN:- 700007 , PAN No.:: APxxxxxx7A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Sushil Sharma (Presentant) Son of Late Mahabir Prosad Sharma Date of Execution - 13/03/2023, , Admitted by: Self, Date of Admission: 16/03/2023, Place of Admission of Execution: Office			
		Mar 16 2023 1:59PM	LTI 16/03/2023	16/03/2023
158, Muktaram Babu Street, City:- , P.O:- Burrabazar, P.S:-Jorasanko, District:-Kolkata, West Bengal, India, PIN:- 700007, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: apxxxxx7a, Aadhaar No: 23xxxxxxxx9577 Status : Representative, Representative of : KRISHNA CONSTRUCTION (as Proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Malay Ray Son of Mr Narayan Chandra Roy 14/E, Chittarajan Colony, City:- , P.O:- Jadavpur University, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032			
	16/03/2023	16/03/2023	16/03/2023
Identifier Of Mr Sukanta Maji, Mr Subir Kumar Patra, Mr Sushil Sharma			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr Sukanta Maji	KRISHNA CONSTRUCTION-3.3 Dec
2	Mr Subir Kumar Patra	KRISHNA CONSTRUCTION-3.3 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Mr Sukanta Maji	KRISHNA CONSTRUCTION-75.00000000 Sq Ft
2	Mr Subir Kumar Patra	KRISHNA CONSTRUCTION-75.00000000 Sq Ft

ADDITIONAL REGISTRAR OF ASSURANCE
 OFFICE OF THE R.A. (INDIA)
 Kolkata, West Bengal

On 16-03-2023

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.

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

Presented for registration at 12:48 hrs on 16-03-2023, at the Office of the A.R.A. - II KOLKATA by Mr Sushil Sharma

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 90,39,693/-

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

Execution is admitted on 16/03/2023 by 1. Mr Sukanta Maji, Son of Mr Nepal Maji, Bhoja, Rashpur, P.O: Rathala, Thana: Amta, , Howrah, WEST BENGAL, India, PIN - 711401, by caste Hindu, by Profession Service, 2. Mr Subir Kumar Patra, Son of Mr Sridam Patra, 17A, Road: Sitalatala Lane, , P.O: Narkeldanga, Thana: Narikeldanga, , South 24-Parganas, WEST BENGAL, India, PIN - 700011, by caste Hindu, by Profession Business

Indetified by Mr Malay Ray, , Son of Mr Narayan Chandra Roy , 14/E, Road: Chittarajan Colony, , P.O: Jadavpur University, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by profession Business

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

Execution is admitted on 16-03-2023 by Mr Sushil Sharma, Proprietor, KRISHNA CONSTRUCTION (Sole Proprietorship), 158, Muktarām Babu Street, 158, Muktarām Babu Street, City:- , P.O:- Burrobazar, P.S:-Jorasanko, District:-Kolkata, West Bengal, India, PIN:- 700007.

Indetified by Mr Malay Ray, , Son of Mr Narayan Chandra Roy , 14/E, Road: Chittarajan Colony, , P.O: Jadavpur University, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,105.00/- (B = Rs 5,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/03/2023 10:23PM with Govt. Ref. No: 192022230334312788 on 15-03-2023, Amount Rs: 5,021/-, Bank: SBI EPay (SBlePay), Ref. No. 0644157399737 on 15-03-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 10,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 150376, Amount: Rs.10.00/-, Date of Purchase: 01/09/2022, Vendor name: A K SAHA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/03/2023 10:23PM with Govt. Ref. No: 192022230334312788 on 15-03-2023, Amount Rs: 10,021/-, Bank: SBI EPay (SBlePay), Ref. No. 0644157399737 on 15-03-2023, Head of Account 0030-02-103-003-02

mg

Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2023, Page from 114676 to 114703
being No 190203508 for the year 2023.



Digitally signed by SATYAJIT BISWAS
Date: 2023.03.21 12:39:20 +05:30
Reason: Digital Signing of Deed.

(Satyajit Biswas) 2023/03/21 12:39:20 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)