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D-7334/2022



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

Addl. District Sub-Registrar
Behala, South 24 Parganas

25 MAY 2022

DEVELOPMENT AGREEMENT

THIS INDENTURE made on this the 25th day of May, 2022,

Contd/P2

22/1505453/22

Major Information of the Deed

| | | | |
|--|--|--|------------|
| Deed No : | I-1607-07334/2022 | Date of Registration | 25/05/2022 |
| Query No / Year | 1607-2001505453/2022 | Office where deed is registered | |
| Query Date | 22/05/2022 7:27:47 PM | A.D.S.R. BEHALA, District: South 24-Parganas | |
| Applicant Name, Address & Other Details | Avishek Guha High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9831225973, Status : Advocate | | |
| 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. 6,00,000/- | Rs. 73,74,499/- | | |
| Stampduty Paid(SD) | Registration Fee Paid | | |
| Rs. 10,020/- (Article:48(g)) | Rs. 21/- (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: Parnashree Pally Road (I,II,III,IV), , Premises No: 40, , Ward No: 131 Pin Code : 700060

| 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 13 Chatak 19 Sq Ft | 5,00,000/- | 65,64,499/- | Width of Approach Road: 20 Ft., |
| Grand Total : | | | | 6.3342Dec | 5,00,000 /- | 65,64,499 /- | |

Structure Details :

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details |
|---|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1 | On Land L1 | 1200 Sq Ft. | 1,00,000/- | 8,10,000/- | Structure Type: Structure |
| <p>Gr. Floor, Area of floor : 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> | | | | | |
| Total : | | 1200 sq ft | 1,00,000 /- | 8,10,000 /- | |




Land Lord Details :

| SI No. | Name,Address,Photo,Finger print and Signature | | | |
|--|---|--|---|--|
| 1 | <p>Name</p> <p>Mrs RUMA DAS Daughter of Late Pravat Kumar Bhattacharya Executed by: Self, Date of Execution: 25/05/2022 , Admitted by: Self, Date of Admission: 25/05/2022 ,Place : Office</p> | <p>Photo</p>  <p>25/05/2022</p> | <p>Finger Print</p>  <p>LTI 25/05/2022</p> | <p>Signature</p>  <p>25/05/2022</p> |
| <p>551, Parnasree Pally, City:- Not Specified, P.O:- Parnasree Pally, P.S:-Behala, District:-South24-Parganas, West Bengal, India, PIN:- 700060 Sex: Female, By Caste: Hindu, Occupation: Advocate, Citizen of: India, PAN No.:: azxxxxxx7b, Aadhaar No: 97xxxxxxxx8605, Status :Individual, Executed by: Self, Date of Execution: 25/05/2022 , Admitted by: Self, Date of Admission: 25/05/2022 ,Place : Office</p> | | | | |
| 2 | <p>Name</p> <p>Mrs RINKU BHATTACHARJEE Wife of Mr Somaknath Bhattacharya Executed by: Self, Date of Execution: 25/05/2022 , Admitted by: Self, Date of Admission: 25/05/2022 ,Place : Office</p> | <p>Photo</p>  <p>25/05/2022</p> | <p>Finger Print</p>  <p>LTI 25/05/2022</p> | <p>Signature</p>  <p>25/05/2022</p> |
| <p>Dwarka Pocket 2, Block/Sector: 6, Flat No: DDA, 8C, City:- Not Specified, P.O:- Dwarka, P.S:- Dwarka North, District:-South West, Delhi, India, PIN:- 110075 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ayxxxxxx1f, Aadhaar No: 83xxxxxxxx1093, Status :Individual, Executed by: Self, Date of Execution: 25/05/2022 , Admitted by: Self, Date of Admission: 25/05/2022 ,Place : Office</p> | | | | |

Developer Details :

| SI No. | Name,Address,Photo,Finger print and Signature | | | |
|--------|---|--|--|--|
| 1 | <p>E. SQUARE DEVELOPER 2/2, Siddhinath Chatterjee Road, City:- Not Specified, P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 , PAN No.:: AExxxxxx0Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p> | | | |

Representative Details :

| Sl No | Name,Address,Photo,Finger print and Signature | | | |
|--|--|--|--|---|
| 1 | Name | Photo | Finger Print | Signature |
| | Mr ANJAN DUTTA (Presentant) Son of Late Ashim Kumar Dutta Date of Execution - 25/05/2022, , Admitted by: Self, Date of Admission: 25/05/2022, Place of Admission of Execution: Office |  May 25 2022 12:40PM |  LTI 25/05/2022 |  25/05/2022 |
| "PRERONA", 211E, Unique Park, 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.:: AExxxxxx0Q, Aadhaar No: 58xxxxxxxx6253 Status : Representative, Representative of : E. SQUARE DEVELOPER (as PROPRIETOR) | | | | |

Identifier Details :

| Name | Photo | Finger Print | Signature |
|--|--|--|---|
| Mr Manish Adhikary Son of Mr Barindra Kumar Adhikary 31, Maharani Indra Devi Road, City:- Not Specified, P.O:- Parnasree Pally, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060 |  25/05/2022 |  25/05/2022 |  25/05/2022 |
| Identifier Of Mrs RUMA DAS, Mrs RINKU BHATTACHARJEE, Mr ANJAN DUTTA | | | |

Transfer of property for L1

| Sl.No | From | To. with area (Name-Area) |
|-------|-------------------------|---------------------------------|
| 1 | Mrs RUMA DAS | E. SQUARE DEVELOPER-3.16708 Dec |
| 2 | Mrs RINKU BHATTACHARJEE | E. SQUARE DEVELOPER-3.16708 Dec |

Transfer of property for S1

| Sl.No | From | To. with area (Name-Area) |
|-------|-------------------------|--|
| 1 | Mrs RUMA DAS | E. SQUARE DEVELOPER-600.00000000 Sq Ft |
| 2 | Mrs RINKU BHATTACHARJEE | E. SQUARE DEVELOPER-600.00000000 Sq Ft |

On 23-05-2022

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 73,74,499/-



Asis Kumar Dutta
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

On 25-05-2022

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 12:32 hrs on 25-05-2022, at the Office of the A.D.S.R. BEHALA by Mr ANJAN DUTTA ,.

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

Execution is admitted on 25/05/2022 by 1. Mrs RUMA DAS, Daughter of Late Pravat Kumar Bhattacharya, 551, Parnasree Pally, P.O: Parnasree Pally, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by Profession Advocate, 2. Mrs RINKU BHATTACHARJEE, Wife of Mr Somaknath Bhattacharya, Dwarka Pocket 2, Sector: 6, Flat No: DDA, 8C, P.O: Dwarka, Thana: Dwarka North, , South West, DELHI, India, PIN - 110075, by caste Hindu, by Profession House wife

Identified by Mr Manish Adhikary, , , Son of Mr Barindra Kumar Adhikary, 31, Maharani Indra Devi Road, P.O: Parnasree Pally, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Service

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

Execution is admitted on 25-05-2022 by Mr ANJAN DUTTA, PROPRIETOR, E. SQUARE DEVELOPER (Sole Proprietorship), 2/2, Siddhinath Chatterjee Road, City:- Not Specified, P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034

Identified by Mr Manish Adhikary, , , Son of Mr Barindra Kumar Adhikary, 31, Maharani Indra Devi Road, P.O: Parnasree Pally, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/05/2022 1:14PM with Govt. Ref. No: 192022230033756041 on 24-05-2022, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BRUDUZ9 on 24-05-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 5,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 035229, Amount: Rs.5,000/-, Date of Purchase: 06/05/2022, Vendor name: SHASHANKA SEKHAR ROYCHOWDHURY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/05/2022 1:14PM with Govt. Ref. No: 192022230033756041 on 24-05-2022, Amount Rs: 5,020/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BRUDUZ9 on 24-05-2022, Head of Account 0030-02-103-003-02



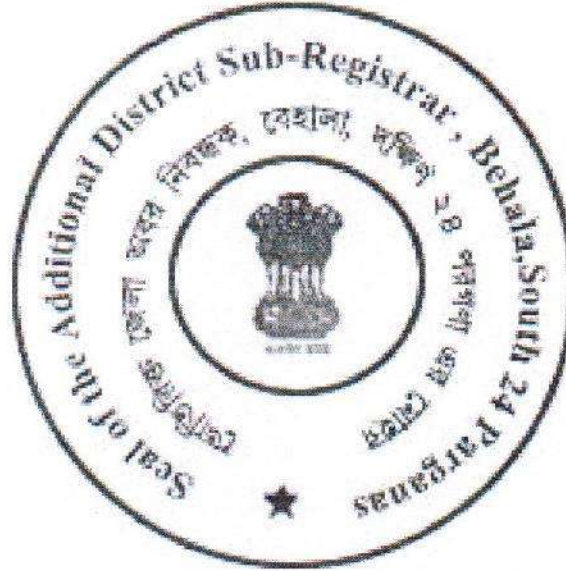
Asis Kumar Dutta
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1607-2022, Page from 237894 to 237933

being No 160707334 for the year 2022.



Digitally signed by ASIS KUMAR DUTTA
Date: 2022.05.27 13:06:49 +05:30
Reason: Digital Signing of Deed.

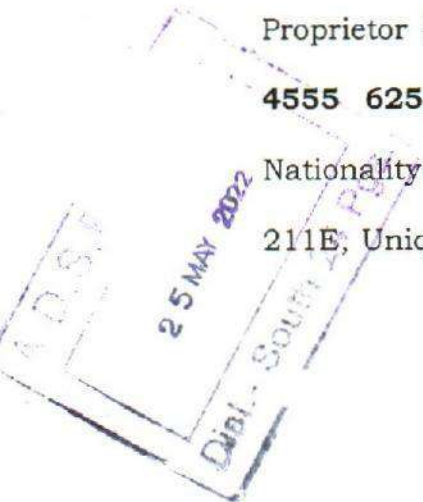
(Asis Kumar Dutta) 2022/05/27 01:06:49 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

(This document is digitally signed.)

BETWEEN 1) SMT. RUMA DAS (PAN AZSPD5237B) (AADHAAR No. 9747 5315 8605), daughter of Late Pravat Kumar Bhattacharya alias Late Pravat Kumar Bhattacharya and **2) SMT. RINKU BHATTACHARJEE (PAN AYDPB5221F) (AADHAAR No. 8382 8370 1093)**, wife of Sri Somaknath Bhattacharya and daughter of Late Pravat Kumar Bhattacharya alias Late Pravat Kumar Bhattacharya, both are by Faith- Hindu, by Nationality- Indian, by Occupation- **No. 1** Advocate and **No. 2** Housewife respectively, **No. 1** residing at 551, Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas and **No. 2** residing at DDA Flat No. 8C, Sector 6, Dwarka Pocket 2, P.O. Dwarka, P.S. Dwarka North, Pincode- 110075, District- South West Delhi, State- Delhi, hereinafter jointly called and referred to as the **LANDOWNERS/FIRST PARTY** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include each of their respective legal heirs, successors, administrators, executors, legal representatives and assigns) of the **FIRST PART**.

AND

"M/S. E SQUARE DEVELOPER", a Proprietorship Concern, having its Office at 2/2, Siddhinath Chatterjee Road, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, represented by its sole Proprietor **SRI ANJAN DUTTA (PAN AEIPD1170Q) (AADHAAR No. 5882 4555 6253)**, son of Late Ashim Kumar Dutta, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at **"PRERONA"**, 211E, Unique Park, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District-



South 24 Parganas, hereinafter called and referred to as the **BUILDER/DEVELOPER/SECOND PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, successors, administrators, executors, legal representatives and assigns) of the **SECOND PART**.

WHEREAS the State Government of West Bengal by its Land and Land Revenue Department Declaration No. 3176 L. Dev. dated 25.03.1950 and published in the Calcutta Gazette dated 30.03.1950, acquired land measuring more or less 74.77 acres, in area in Village- Behala, J.L. No. 2, Pargana- Balia, within P.S. Behala, in Sadar Sub- Division Alipore, in the District of 24 Parganas under the provisions of the Land Development and Planning Act, 1948, for the PARNASREE PALLY SAMAVAYA SAMITI LIMITED, a Society registered under the Bengal Co-operative Societies Act, 1940 and having its Office at Parnasree Pally in the Town of Behala, District- 24 Parganas, hereinafter called and referred to as the "**SAMITI**" and delivered possession to the said Samity on the 16th day of February, 1951 and subsequent dates.

AND WHEREAS by a Memorandum of Agreement dated 16.12.1950, the said Samiti entered into an Agreement with the State Government of West Bengal inter-alia to execute and complete the Development Scheme annexed to the said Memorandum of Agreement.

AND WHEREAS the said Samiti had accordingly developed the land, opened out roads and subdivided the same land into small plots for residential purposes under the schemes Nos. I, II AND III and offered for sale of such plots to its members.

AND WHEREAS one Sri Pravat Kumar Bhattacharya alias Sri Provat Kumar Bhattacharya (since deceased), son of Late K. P. Bhattacharya, being a member of the said Samiti approached it for purchase of the Plot No. 551

measuring an area of land 3 (Three) Cottahs 13 (Thirteen) Chittacks 19 (Nineteen) sq.ft. more or less, comprising in Part of C.S. Plot Nos. 629 and 631, Mouza- Behala, Pargana- Balia, J.L. No. 2 under Khatian No. 66, within the limits of the then South Suburban Municipality then the Calcutta Municipal Corporation (S.S. Unit) now The Kolkata Municipal Corporation (S.S. Unit) under Ward No. 131, Police Station- previously Behala now Parnasree, District- previously 24 Parganas now South 24 Parganas, A.D.S.R. Behala, previously 24 Parganas now South 24 Parganas, more fully and particularly described in the First Schedule, written hereunder and the said Samiti by virtue of a Deed of Conveyance dated 10th day of August, 1973, registered in the Office of District Sub- Registrar, Alipore, 24 Parganas and duly recorded in Book No. 1, Volume No. 55, Pages 248 to 255, Being No. 4708 for the year 1973.

AND THUS WHEREAS the said Sri Pravat Kumar Bhattacharya alias Sri Provat Kumar Bhattacharya (since deceased), became the sole and absolute owner, seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of Bastu Land measuring an area 3 (Three) Cottahs 13 (Thirteen) Chittacks 19 (Nineteen) sq.ft. more or less, being Plot No. 551, lying and situated at Mouza- Behala, Pargana- Balia, J.L. No. 2, comprising in Part of C.S. Plot Nos. 629 and 631 under Khatian No. 66, by mutating his name in the Assessment Record of the Kolkata Municipal Corporation and the said property being known and numbered as of Municipal Premises No. 40, Parnasree Pally Road No. 1, P.O. Parnasree Pally, Police Station- previously Behala now Parnasree, Kolkata- 700060, District- South 24 Parganas and Mailing Address 551, Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 131 vide Assessee No. 41-131-13-0040-8, A.D.S.R. Behala, South 24 Parganas and thereafter had constructed a Brick Built Two Storied Pucca Building thereon measuring an area more or less 600 sq.ft. on the Ground Floor and on the First Floor respectively and was enjoying the same by payment of rates and taxes to the appropriate Authorities.

AND WHEREAS while seized and possessed of the said property, the said Pravat Kumar Bhattacharya alias Provat Kumar Bhattacharya died intestate on 12.06.2011, leaving behind his wife namely Smt. Manju Bhattacharya (since deceased) and his two married daughters namely 1) Smt. Ruma Das, the Landowner No. 1 herein and 2) Smt. Rinku Bhattacharjee, wife of Sri Somaknath Bhattacharya, the Landowner No. 2 herein, as his legal heirs and successors, who all duly inherited the undivided share of the aforesaid property left by said deceased Pravat Kumar Bhattacharya alias Provat Kumar Bhattacharya, as per the HINDU SUCCESSION ACT, 1956 and each one having undivided $1/3^{\text{rd}}$ share of the said property.

AND WHEREAS while seized and possessed of the said property, the said Manju Bhattacharya died intestate on 16.01.2021, leaving behind her two married daughters namely 1) Smt. Ruma Das, the Landowner No. 1 herein and 2) Smt. Rinku Bhattacharjee, wife of Sri Somaknath Bhattacharya, the Landowner No. 2 herein, as her legal heirs and successors, who both duly inherited the undivided share of the aforesaid property left by said deceased Manju Bhattacharya, as per the HINDU SUCCESSION ACT, 1956 and each one having undivided $1/2$ share of the said property.

AND WHEREAS now the said 1) Smt. Ruma Das and 2) Smt. Rinku Bhattacharjee, the Landowners herein, become the absolute joint Owners of the said property and have been possessing the same by mutating their names jointly in the Assessment Records of Kolkata Municipal Corporation (S.S. Unit) and the said property being known and numbered as of Municipal Premises No. 40, Parnasree Pally Road No. 1, P.O. Parnasree Pally, Police Station- previously Behala now Parnasree, Kolkata- 700060,

District- South 24 Parganas and Mailing Address 551, Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 131 vide Assessee No. 41-131-13-0040-8, A.D.S.R. Behala, South 24 Parganas and paying taxes regularly and have been enjoying the same without any interruption whatsoever.

AND WHEREAS now the Landowners herein, become the absolute joint Owners in respect of the said First Schedule Property and have been enjoying the same without any interruption whatsoever.

AND WHEREAS with a view to develop the Schedule property and erect a Ground Plus Three Storied Building with Lift facility thereon the Owners herein invited the Developer herein to undertake the charge of such development and/or constructional work over the land as described in the Schedule below, free from all encumbrances.

AND WHEREAS the Developer herein, who has earned sufficient goodwill in the field of development of the land and construction of the building and on coming to know has agreed with the said proposal of Owners and agreed to undertake the charge of such Constructional work and/or development works of the land as described in the First Schedule below.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

ARTICLE - I

DEFINITIONS

OWNERS : 1) SMT. RUMA DAS (PAN AZSPD5237B) (AADHAAR No. 9747 5315 8605), daughter of Late Pravat Kumar Bhattacharya alias Late Pravat Kumar Bhattacharya and 2) SMT. RINKU BHATTACHARJEE (PAN AYDPB5221F) (AADHAAR No. 8382 8370 1093), wife of Sri Somaknath Bhattacharya and daughter of Late Pravat Kumar Bhattacharya alias Late

Provat Kumar Bhattacharya, both are by Faith- Hindu, by Nationality- Indian, by Occupation- **No. 1** Advocate and **No. 2** Housewife respectively, **No. 1** residing at 551, Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas and **No. 2** residing at DDA Flat No. 8C, Sector 6, Dwarka Pocket 2, P.O. Dwarka, P.S. Dwarka North, Pincode- 110075, District- South West Delhi, State- Delhi, shall mean their legal heirs, successors, executors, legal representatives and assigns, as the case may be.

DEVELOPER: "M/S. E SQUARE DEVELOPER", a Proprietorship Concern, having its Office at 2/2, Siddhinath Chatterjee Road, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, represented by its sole Proprietor **SRI ANJAN DUTTA (PAN AEIPD1170Q) (AADHAAR No. 5882 4555 6253)**, son of Late Ashim Kumar Dutta, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at **"PRERONA"**, 211E, Unique Park, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, shall mean his successors in Office and assigns as the case may be.

SAID PROPERTY : Ground Plus Three Storied Building with Lift facility to be constructed on and upon the First Schedule land as per plan that will be sanctioned by the Developer herein, from the Kolkata Municipal Corporation (S.S. Unit) in the name of the present Owners along with common facilities, benefits, amenities at **ALL THAT** piece and parcel of Bastu Land measuring an area 3 (Three) Cottahs 13 (Thirteen) Chittacks 19 (Nineteen) sq.ft. more or less, being Plot No. 551 along with a

Brick Built Two Storied Pucca Building thereon measuring an area less 600 sq.ft. on the Ground Floor and on the First Floor respectively standing thereon, lying and situated at Mouza- Behala, Pargana- Balia, J.L. No. 2, comprising in Part of C.S. Plot Nos. 629 and 631 under Khatian No. 66, being Municipal Premises No. 40, Parnasree Pally Road No. 1, P.O. Parnasree Pally, Police Station- previously Behala now Parnasree, Kolkata- 700060, District- South 24 Parganas and Mailing Address 551, Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 131 vide Assessee No. 41-131-13-0040-8, A.D.S.R. Behala, South 24 Parganas, as described in the First Schedule below.

PROPOSED BUILDING MEANS: The proposed Ground Plus Three Storied Building with Lift facility to be constructed over the land as described in the Schedule below.

COMMON AREAS: shall mean the passage, ways, stair ways, staircase, the ultimate roof, gates, Care Taker Room, common lavatory, all rainwater pipes, sewerage, fittings, manhole, pit, gullies, Kolkata Municipal Corporation filtered water connection and the pipe lines, water pump and over head Tank, underground water reservoir, boundary wall, Lift, Lift Room, Electric connection, electric supply to common areas and facilities, electric fixtures, in the common areas, main switch, electric meter room and other facilities which will be provided by the Developer, the particulars of such common areas are more clearly written in **FOURTH SCHEDULE** hereunder.

OWNERS' ALLOCATION:

1) The Landowners shall have to be allotted jointly 50% of the Built Up Area as per Sanctioned Plan of the Kolkata Municipal Corporation of the

proposed Ground Plus Three Storied Building with Lift facility together with common facilities and amenities of the said proposed Building and such area will be allocated as follows:-

- a) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat being No. 1B measuring more or less 832 sq.ft. built up area which is equivalent to 1040 sq.ft. super built up area more or less on the First Floor, Eastern Side, in a complete and in a habitable condition of the proposed Ground Plus Three Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.
- b) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat being No. 2B measuring more or less 832 sq.ft. built up area which is equivalent to 1040 sq.ft. super built up area more or less on the Second Floor, Eastern Side, in a complete and in a habitable condition of the proposed Ground Plus Three Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.
- c) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat being No. 3A measuring more or less 827 sq.ft. built up area which is equivalent to 1034 sq.ft. super built up area more or

less on the Third Floor, Western Side, in a complete and in a habitable condition of the proposed Ground Plus Three Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.

d) The Landowners shall have to be allotted jointly 1 (One) No. of Car Parking Space being No. 4 measuring more or less 135 sq.ft. on the Ground Floor, South side of the proposed Ground Plus Three Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises.

e) The Landowners shall have to be allotted jointly 1 (One) No. of Car Parking Space being No. 5 measuring more or less 135 sq.ft. on the Ground Floor, East side of the proposed Ground Plus Three Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises.

f) The Landowners shall have to be allotted jointly 1 (One) No. of Car Parking Space being No. 6 measuring more or less 135 sq.ft. on the Ground Floor, East side of the proposed Ground Plus Three Storied Building with Lift facility, with proportionate share, right, title and interest in the common

facilities and spaces together with proportionate impartible undivided share in the land of the said premises.

2) 2 (Two) Nos. of Shifting Charges for 2 (Two) Nos. of 2BHK Flat in the locality of the said premises shall be paid by the Developer to the Landowners herein and the said Shifting Charges will be paid by the Developer to the Landowners herein after Plan Sanction till handing over the said Owners' Allocation and the said Shifting Charges will be settled amicably by and between both the Parties herein.

DEVELOPER'S ALLOCATION: Shall mean the remaining 50% built up area in the proposed Ground Plus Three Storied Building with Lift facility as per Building Plan that will be sanctioned by the Kolkata Municipal Corporation authority other than the Allocation of the Owners as specifically written above in "Owners' Allocation" along with undivided proportionate share of right and interest in the First Schedule land together with all common facilities, benefits, amenities, easements on the First Schedule land and the said proposed building to be constructed on **ALL THAT** piece and parcel of Bastu Land measuring an area 3 (Three) Cottahs 13 (Thirteen) Chittacks 19 (Nineteen) sq.ft. more or less, being Plot No. 551 along with a Brick Built Two Storied Pucca Building thereon measuring an area more or less 600 sq.ft. on the Ground Floor and on the First Floor respectively standing thereon, lying and

situated at Mouza- Behala, Pargana- Balia, J.L. No. 2, comprising in Part of C.S. Plot Nos. 629 and 631 under Khatian No. 66, being Municipal Premises No. 40, Parnasree Pally Road No. 1, P.O. Parnasree Pally, Police Station- previously Behala now Parnasree, Kolkata- 700060, District- South 24 Parganas and Mailing Address 551, Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 131, A.D.S.R. Behala, South 24 Parganas, more fully and particularly described in the First Schedule written hereunder.

ARTICLE - II
COMMENCEMENT

The date of commencement of the building work shall be reckoned with effect from the date of obtaining Sanctioned Plan from the Kolkata Municipal Corporation or vacant possession of the property in respect of the proposed construction on the First Schedule land and the work shall be completed within **24 (Twenty Four) months** thereof always subject to bonafide force majeure circumstances beyond the control of the Developer. Time is the essence of this contract and the Landowners shall vacate the premises only after obtaining Sanction Plan from Kolkata Municipal Corporation.

ARTICLE - III
OWNERS' RIGHT AND REPRESENTATIONS

The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of Bastu Land measuring an area 3 (Three) Cottahs 13 (Thirteen) Chittacks 19 (Nineteen)

sq.ft. more or less, being Plot No. 551 along with a Brick Built Two Storied Pucca Building thereon measuring an area more or less 600 sq.ft. on the Ground Floor and on the First Floor respectively standing thereon, lying and situated at Mouza- Behala, Pargana- Balia, J.L. No. 2, comprising in Part of C.S. Plot Nos. 629 and 631 under Khatian No. 66, being Municipal Premises No. 40, Parnasree Pally Road No. 1, P.O. Parnasree Pally, Police Station- previously Behala now Parnasree, Kolkata- 700060, District- South 24 Parganas and Mailing Address 551, Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 131, A.D.S.R. Behala, South 24 Parganas, more fully and particularly described in the First Schedule written hereunder or any portion thereof and the said Property is free from all sorts of encumbrances, liens, lispence and charges. Moreover, the Landowners till this day have not entered into any Agreement for Sale or Joint Venture Agreement with any Third Party in respect of the said property. The said premises is free from all encumbrances, charges, liens, lispence, attachments, trusts, acquisitions, requisitions whatsoever or howsoever.

If any defect in Title shall be found or if anybody shall dispute the Title of the Landowners in respect of the said premises or any suit or action or proceeding shall be initiated regarding the Title of the Landowners in respect of the said premises, then and in that event, it shall be the responsibility of the Landowners to defend such suits, proceedings, or actions at their own costs and the Landowners hereby further agree to keep the Developer indemnified against all actions, suit, proceedings and cost, charges and expenses in respect thereof. The Landowners have every right to raise any objection or taking any step at any point of time if there is any violation of clauses of this Agreement.

ARTICLE - IV **DELVELOPER'S RIGHT**

The Landowners hereby grant right to the Developer to construct, erect and build the proposed Ground Plus Three Storied Building with Lift facility as per Sanctioned Building Plan.

ARTICLE - V
CONSTRUCTION

In consideration of the Landowners having agreed to permit the Developer to commercially exploit the said premises by constructing, erecting the building i.e. building in accordance with the sanctioned plan as may be required by the Developer, the Developer has agreed to provide the Owners' Allocation in full in a habitable condition. The said Owners' Allocation along with the entire building shall be constructed and completed with good and standard materials which he must mention to "Owners" and the said building should be a decent building and shall contain all amenities which are normally provided for a decent building for residential purpose. The Landowners shall not be liable to pay or contribute nor shall the Developer be entitled to call upon the Landowners to pay and contribute any amount in the construction and completion of the building and/or the said Landowners' Allocation.

ARTICLE - VI
PROCEDURE

The Landowners shall grant to the Developer and/or it's nominated person or persons a Registered Development Power of Attorney as may be required for the purpose of obtaining all necessary permissions and approvals from the different authorities in connection with the construction of the building and also for pursuing and following up the matter with the appropriate authority for the purpose of selling the share of land for the self- contained Flats of the Developer's Allocation to their nominated person or persons at the rate to be fixed by the Developer.

By virtue thereof the Developer shall sell and transfer the undivided proportionate share in the land underneath the building comprising in the portion of the Developer's allocation after handing over and making over the said Owners' Allocation with their satisfaction with the possession letter and letter of acceptance. The Developer shall execute the necessary Deed of Sale as Constituted Attorney of the Owners in respect of the Developer's Allocation as aforesaid at the absolute exclusion of any claim, demand, objection, interference and intervention of the Landowners on any account and under any circumstances whatsoever.

The Developer shall spend all the money for all necessary permission for the said construction. Subsequent to that of making the plan by the Architect and sanctioned by the Kolkata Municipal Corporation, the Developer shall undertake the construction work in the said premises. The Developer shall undertake the said construction by the standard materials and the specification of materials as given in the Schedule hereunder and the Landowners shall not raise any objection or obstruction or method of construction and the Landowners shall not do anything by which the Developer may be restrained from doing or completing the constructional work of the said building in the said premises. Be it noted that prior to

submit the Plan before the Kolkata Municipal Corporation for sanction, the Developer shall approved the same from the landowners herein.

All the men and machinery and materials will be supplied by the Developer at their costs and expenses.

All the branded quality of electrical goods, sewerage goods, water pipe line, bricks, sands, irons, windows, doors, stone chips and all other materials in relation to construction will be supplied by the Developer at its' own costs and the Landowners can not raise any objection for the same. All costs will be borne by the Developer regarding construction. The particular of such specification of construction are more clearly written in Fifth Schedule hereunder.

That the supervision of the construction of building will be undertaken by the Developer and the Landowners shall not raise any objection, save in case of violation of any of the Clauses of this Development Agreement. All negotiations for the necessary permissions for the construction of the building and also for electric connection, water connection, and sewerage system will be done by the Developer.

That the Developer shall negotiate the terms and conditions with the intending Purchaser(s) for the Flat(s) of the Developer's allocation and shall receive the entire consideration money from the intending Purchasers of the said flat (s) and shall discharge money receipt for the same. It is the absolute discretion of the Developer that the Developer shall nominate and/or select the intending Purchasers for the Developer allocation in the said premises and the Owners shall not be liable for any act done by the Developer and the Developer exclusively shall be liable for the same.

The Landowners shall grant a Development Power of Attorney to the Developer appointing him as their Attorney to negotiate with terms and conditions with the intending Purchaser/s, to collect consideration either in part or in full in respect of the Developer's allocation to admit and effect registration and to do all acts, deeds and things as found necessary for transferring the Developer allocated portion.

The Developer shall use in the said construction the standard and approved quality of materials as specified herein. The Developer shall remain obliged to hand over to the Landowners a copy of the Sanctioned Building Plan before commencement of the construction work. Original deeds or documents or records in respect of the said premises shall be handed over to the Developer by the Owners as and when required. No Adjustment on the Landowners' Allocation shall be allowed on any account whatsoever.

Land at the said premises approximately measuring 3 (Three) Cottahs 13 (Thirteen) Chittacks 19 (Nineteen) sq.ft. be the same a little more or less and if it appears that the area of the land deviates a little more or less, the Landowners shall not allow any adjustment of Landowners' Allocation on such account.

The Developer shall submit the Plan before the Kolkata Municipal Corporation for sanction within 6 months from execution of this presents.

ARTICLE - VII
POSSESSION AND CONSTRUCTION

It has been agreed between the Landowners and the Developer that the construction, erection and completion of the said building shall be completed within 24 (Twenty Four) months from the date of the sanction of the Plan. The Developer shall on completion of new building, put the Landowners in possession of the Owners' Allocation in complete and habitable condition together with all rights in common specified as common areas and parts and/or facilities in the said building.

That the Owners shall be entitled to transfer or otherwise deal with the Owners' Allocation or portion thereof at the sole discretion of the Owners. The Developer has exclusive right to transfer the Developer's Allocation portion to the nominated persons of the Developer.

It is expressly agreed and declared that the Developer shall be entitled to Developer's Allocation in the said building after possession is made over to the Owners of the Owners' allocated portion constructed by the Developer. The construction of the Owners' Allocation shall be done by the Developer for and on behalf of and on account of the Owners and the Developer shall only be acting as Developer on behalf of the Owners.

The Developer shall be entitled to sell the Developer's Allocation as hereinabove mentioned together with the undivided proportionate share in the land and shall be entitled to deal with or dispose of the Developer's Allocation at the said new constructed Building.

The Landowners shall co-operate with the Developer in obtaining quotas, entitlements and other allocation of or for cement, steel, bricks, and other building material for construction of the said new building for construction of the said new building and obtaining temporary and permanent connection of water (filtered and unfiltered) electricity and possible separate drainage, sewerage and gas etc. for the said building. All costs, charges and expense including architect's fees shall be paid, discharged and borne by the Developer and the Owners shall have not liability in this context.

ARTICLE - VIII
BUILDING

The Developer shall be authorized in the name of the Owners in so far as is necessary to apply for quotas of or for cement, steel, bricks, and other building materials allocable to the Owners for the construction for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the portion of new building and other inputs and facilities required for the construction or enjoyment of a portion of the building for which purpose, the Owners shall execute in favour of the

Developer a Development Power of Attorney and other authorization as shall be required by the Developer.

The Developer shall at it's own costs and expenses and without creating any financial or other liabilities of the Owners construct and complete the said building and various units/flats and/or apartments thereto and/or modification shall be made in the Landowners' Allocation with the consent of the Landowners in writing.

ARTICLE - IX

NOTICE OF POSSESSION & PAYMENT OF TAXES

1. After completion of the work as per the plan, the Developer shall issue a letter to the Landowners at their respective address before the delivery of possession. On receipt of the said letter, the Landowners shall first take possession of the Owners' Allocation being free from all encumbrances and then the Developer as a Constituted Attorney of the Owners shall execute Deed of Conveyance in respect of the Developer's allocation to the respective intending purchaser (s) duly nominated by the Developer.

The above mentioned Sale Deeds from the Developer's Allocation can be executed by the said Attorney only after giving possession of the Flats of the Owners' Allocation to the Owners.

2. The Developer shall be liable to pay the taxes from the date of taking possession of the schedule below property till completion of the building and after taking possession and fulfillment of Owners' Allocation, the Owners shall pay proportionate share of taxes for allotted portion's taxes on proportionate share basis from the date of possession of the said allocated portion.

ARTICLE - X

DUTIES & OBLIGATIONS AND/OR REGISTRATION

1. Both the Landowners and the Developer shall abide by all laws, regulations, bye-laws, and rules and regulations imposed by the Government local bodies and as the case may be and shall attend answer and be responsible for any deviation and/or breach of any laws, bye-laws and rules and regulations.

2. The Landowners and the Developer shall keep the interior walls of their allocation clean and harmless including sewer drains pipes and other fittings comprised therein.

3. Simultaneously with execution hereof the Owners shall hand over the custody of the First Schedule premises to the Developer for the purpose of, in connection with and in relation to the proposed construction work.

ARTICLE - XI
OWNERS' INDEMNITY

The Landowners hereby agree that the Developer shall be entitled to the Developer's allocation as aforesaid and shall enjoy the said allocation without any interference and/or disturbance provided that the Developer perform and fulfill all the terms and conditions herein.

ARTICLE -XII
DEVELOPER'S INDEMNITY

The Developer hereby agrees to keep the Landowners indemnified against all Third party claims and actions arising out of any act or admission or omission of the Developer.

The Developer hereby undertakes to keep the Landowners indemnified, against all actions, suit, costs, proceedings, and claims that may arise out of the constructions of the said proposed building.

ARTICLE - XIII
DEFINITIONS

- 1) **THE LAND** shall mean and include, the land fully described in the FIRST SCHEDULE hereunder written.
- 2) **'THE BUILDING'** shall mean the Ground Plus Three Storied Building with Lift facility comprising the Flats, Car Parking Spaces and other Spaces, which is constructed as per aforesaid sanctioned plan.
- 3) **'THE UNIT'** shall mean the Flats in the building including all fittings and fixtures therein and or thereto.
- 4) **'THE BUILT UP AREA'** shall according to its context means the plinth area of the Flat including the bathrooms and balconies and also thickness of internal walls, pillars and outer walls (but 50% of such internal walls, which are common between two flats) together with the proportionate area of the staircase & staircase landing of the floor on which the said flats are located in the building or all the flats of the building together with total staircase & staircase landing area of the building as the context permits.
- 5) **'THE SUPER BUILT UP AREA'** shall according to its context means the Covered Area of the flat plus the proportionate share of common portions and areas as defined herein in respect of the said flat and appurtenances thereto this proportionate share has been calculated 25% of

the Covered Area, irrespective of actual measurement of the proportionate share of the common portions and areas being more or less.

6) **'THE COMMON AREAS'** shall mean the common portions comprised in the building as are outside and beyond the exclusive areas of a unit.

7) **'PROPORTIONATE SHARE'** shall mean the Owners' and the intending Purchasers' share in the land and the common areas and faculties and such share from the all common rights and liabilities including common profits and common expenses and payment of taxes if any dues of Kolkata Municipal Corporation, of the unit.

8) **'THE COMMON EXPENSES'** shall mean the expenses incurred for the common purpose.

9) **'THE CO-OWNERS'** shall mean all persons who owned or to own any unit or units, including the Owners herein.

10) **'THE PLAN'** shall mean the plan approved and sanctioned by the Kolkata Municipal Corporation for the building at Municipal Premises No. 40, Parnasree Pally Road No. 1, P.O. Parnasree Pally, Police Station- previously Behala now Parnasree, Kolkata- 700060, District- South 24 Parganas and Mailing Address 551, Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 131, A.D.S.R. Behala, South 24 Parganas, in the name of the OWNERS herein and at the cost of the Developer.

11) **'COMMON PURPOSES'** shall mean and include the purpose of upkeep, management, maintenance, administration and protection of the common areas and common portion and the purposes of regulating actual rights and liabilities of the co-owners for the comfortable peaceful and beneficial use, occupation and enjoyment of the co-owners of their respective units and all other purposes or matters in which the co-owners shall have common interest relating to the land and the building.

ARTICLE - XIV **MISCELLANEOUS**

1. The Landowners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to

construe as Partnership between the parties hereto in any manner nor shall the parties hereto constituted as an Association of person.

2. 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 may need of the Owners and various applications and other documents may be required to be signed or made by the Owners which specified provision may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and the Owners shall execute all such additional applications and other documents as same may be provided that all such acts, deeds and things do not in any way infringe on the right of the Owners and/or against the spirit of this Agreement.

3. Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with A/D and shall likewise be deemed to have been served on the Developer if delivered or sent by prepaid registered post to the Developer at the recorded address.

4. The Developer and the Owners shall mutually frame scheme for the management and administration of the said building and/or common parts therein.

5. The Developer shall pay all Kolkata Municipal Corporation, taxes in respect of the schedule below property and also electricity charges to be paid in respect of Owners' allocated portion from the date of taking over possession of the Schedule below property till the date of completion of the building and handing over possession of the same to the Owners.

6. That the Developer shall bear all expenses for obtaining Income Tax clearance certificate under Section 230(A) of the Income Tax Act, 1962 in respect of the Developer's allocation and any liability (s) or any such taxes arisen and payable under the Income Tax Act, 1962, the Developer shall bear all such liabilities at his own costs and expenses.

7. The intending Purchasers, Flat Owners, Developer/s and the Landowners shall not do any such thing for which the mutation in respect of the respective Flat is obstructed or objected by the Kolkata Municipal Corporation or any concerning authority.

8. That it has been decided by and between both the Parties that all the

Original Papers of the said property shall be handed over by the First Part to

the Second Part at the time of signing of this presents.

ARTICLE- XV
FORCE MAJEURE CLAUSE

The Landowners and the Developer hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the respective obligations prevented by the existence of bona-fide force majeure shall be suspended during duration of the force majeure.

ARTICLE XVI
JURISDICTION

The Court of District 24 Parganas (S) and Calcutta High Court having jurisdiction shall entertain, try and determine all actions suits and proceedings arising out of these presents by and between the parties hereto. There will be no Arbitration proceedings.

FIRST SCHEDULE OF THE PROPERTY :

Description of the Land

ALL THAT piece and parcel of Bastu Land measuring an area 3 (Three) Cottahs 13 (Thirteen) Chittacks 19 (Nineteen) sq.ft. more or less, being Plot No. 551 along with a Brick Built Two Storied Pucca Building thereon measuring an area more or less 600 sq.ft. on the Ground Floor and on the First Floor respectively standing thereon, lying and situated at Mouza- Behala, Pargana- Balia, J.L. No. 2, comprising in Part of C.S. Plot Nos. 629 and 631 under Khatian No. 66, being Municipal Premises No. 40, Parnasree Pally Road No. 1, P.O. Parnasree Pally, Police Station- previously Behala now Parnasree, Kolkata- 700060, District- South 24 Parganas and Mailing Address 551, Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 131, A.D.S.R. Behala, South 24 Parganas, which is butted and bounded in the manner following:-

ON THE NORTH : By Part of Samity Plot Nos. 541 and 542;

ON THE SOUTH : By 20'- 00" wide K.M.C. Road;

ON THE EAST : By Samity Plot No. 552;

ON THE WEST : By Samity Plot No. 550;

SECOND SCHEDULE ABOVE REFERRED TO

(OWNERS' ALLOCATION)

1) The Landowners shall have to be allotted jointly 50% of the Built Up Area as per Sanctioned Plan of the Kolkata Municipal Corporation of the proposed Ground Plus Three Storied Building with Lift facility together with common facilities and amenities of the said proposed Building and such area will be allocated as follows:-

a) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat being No. 1B measuring more or less 832 sq.ft. built up area which is equivalent to 1040 sq.ft. super built up area more or less on the First Floor, Eastern Side, in a complete and in a habitable condition of the proposed Ground Plus Three Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.

b) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat being No. 2B measuring more or less 832 sq.ft. built up area which is equivalent to 1040 sq.ft. super built up area more or less on the Second Floor, Eastern Side, in a complete and in a habitable condition of the proposed Ground Plus Three Storied Building with Lift facility, with proportionate share, right, title and interest in the common

facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.

c) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat being No. 3A measuring more or less 827 sq.ft. built up area which is equivalent to 1034 sq.ft. super built up area more or less on the Third Floor, Western Side, in a complete and in a habitable condition of the proposed Ground Plus Three Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.

d) The Landowners shall have to be allotted jointly 1 (One) No. of Car Parking Space being No. 4 measuring more or less 135 sq.ft. on the Ground Floor, South side of the proposed Ground Plus Three Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises.

e) The Landowners shall have to be allotted jointly 1 (One) No. of Car Parking Space being No. 5 measuring more or less 135 sq.ft. on the Ground Floor, East side of the proposed Ground Plus Three Storied Building with Lift facility, with proportionate share, right, title and interest in the common

facilities and spaces together with proportionate impartible undivided share in the land of the said premises.

f) The Landowners shall have to be allotted jointly 1 (One) No. of Car Parking Space being No. 6 measuring more or less 135 sq.ft. on the Ground Floor, East side of the proposed Ground Plus Three Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises.

2) 2 (Two) Nos. of Shifting Charges for 2 (Two) Nos. of 2BHK Flat in the locality of the said premises shall be paid by the Developer to the Landowners herein and the said Shifting Charges will be paid by the Developer to the Landowners herein after Plan Sanction till handing over the said Owners' Allocation and the said Shifting Charges will be settled amicably by and between both the Parties herein.

THIRD SCHEDULE ABOVE REFERRED TO

(DEVELOPER'S ALLOCATION)

DEVELOPER'S ALLOCATION: Shall mean the remaining 50% built up area in the proposed Ground Plus Three Storied Building with Lift facility as per Building Plan that will be sanctioned by the Kolkata Municipal Corporation authority other than the Allocation of the Owners as specifically written above in "Owners' Allocation" along with undivided proportionate share of

right and interest in the First Schedule land together with all common facilities, benefits, amenities, easements on the First Schedule land and the said proposed building to be constructed on **ALL THAT** piece and parcel of Bastu Land measuring an area 3 (Three) Cottahs 13 (Thirteen) Chittacks 19 (Nineteen) sq.ft. more or less, being Plot No. 551 along with a Brick Built Two Storied Pucca Building thereon measuring an area more or less 600 sq.ft. on the Ground Floor and on the First Floor respectively standing thereon, lying and situated at Mouza- Behala, Pargana- Balia, J.L. No. 2, comprising in Part of C.S. Plot Nos. 629 and 631 under Khatian No. 66, being Municipal Premises No. 40, Parnasree Pally Road No. 1, P.O. Parnasree Pally, Police Station- previously Behala now Parnasree, Kolkata- 700060, District- South 24 Parganas and Mailing Address 551, Parnasree Pally, P.O. Parnasree Pally, Police Station- Parnasree, Kolkata- 700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 131, A.D.S.R. Behala, South 24 Parganas, more fully and particularly described in the First Schedule written herein above.

FOURTH SCHEDULE
COMMON AREAS

a. The land on which the building is located, all easement and quasi-easements rights, dominant heritage etc. belonging to land and building.

- b. The foundation columns, griders, supports main wall, lobbies, stair, staircase, ways, Lift, Lift Room, Care Taker Room, entrance and exists of the building.
- c. The easements and wards.
- d. Installation of common services such as powers, lights, water, sewerage etc.
- e. Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.
- f. All other parts of this property necessary for convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- g. Boundary walls.
- h. Electric meter, pump and switches fixed in the common areas.
- i. The ultimate roof of the Building.

FIFTH SCHEDULE

(SPECIFICATION OF CONSTRUCTION)

A. CONCRETE WORK:

R.C.C. framed structure as per design.

B. BRICK WORK:

1. All external walls to be 200mm thick with 1:6 cement sand ratio properly cured.
2. All internal walls to be 75mm/125mm thick in 1:6 cement sand ratio properly cured.

C. PLASTERING AND FINISHING:

1. All external plaster to be 20 mm thick with 1:6 cement sand ratio properly cured.
2. All internal plaster to be 12 mm thick with 1:6 cement sand ratio properly cured.

D. DOORS:

1. All Door frame to be 2.5"X4" made of Sal wood properly seasoned.
2. All main entrance doors will be of Flush Door type with Teak Wood decorative laminate.
3. All internal doors will be of flush door type, machine made phenol bonded formaldehyde treated of standard make with all fitting fixing complete.

E. WINDOWS:

All windows will be of Aluminum sliding powder coating with 4 mm glass panels with M.S. Grill of design approved by the Architect.

F. PAINTING AND DECORATION:

1. Putty finish on all internal walls over plaster.
2. Three coats of white washing to the interior surface of the staircase, landing garage etc.
3. One coat of primer for windows, grills, pipes etc.
4. Two coat of snowcem & two coats of weather coat, for the exteriors of the building.

G. KITCHEN:

- i) With C.P. waste fitting, PVC waste pipe and C.P. stop and bib cock etc.
- ii) 100 dia floor trap 1 Nos.
- iii) Kitchen counter 5'-0" long will be provided with marble on top Granite finish. 2'-0" wide along with marble finish and back wall to be finished with glazed tiles of 2'-00" high along steel sink on the adjacent wall.

H. FLOORING:

Marble.

I. SANITARY & PLUMBING:

- i) G.I. pipes ISI approved and C.P. bib cocks stop cocks of branded make.
- ii) White porcelain wash basin.
- iii) C.P. bib cocks 2 Nos.
- iv) One hot water line with all fittings excluding Geyser.
- v) E P W C white porcelain, including approved seat cover and PVC low down cistern with all fitting.
- vi) Stainless steel shower rose wall type with control valves.

J. ELECTRICAL:

- i) All electric wire and cables will be of copper and all specification and workmanship as per I.S. rules, branded make.
- ii) Adequate numbers of Electric points in each flat.

K. LIFT:

A four passenger Lift of reputed make.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hand and seal on the day month and year first above written.

SIGNED & DELIVERED

By the **LANDOWNERS**

In presence of:

1. *Manish Adhikary*
31, M.T.D. Road
Behula, Kol-60

Ruma Das.

Rinku Bhattacharjee

2. *Malay Pal*
Begorckhal
Kol - 700141

SIGNATURE OF THE LANDOWNERS

SIGNED, SEALED & DELIVERED

By the **BUILDER/DEVELOPER**

in presence of:

1. *Manish Adhikary*
31, M.T.D. Road
Behula, Kol-60

E SQUARE DEVELOPER

Anjanmishra
Proprietor

2. *Malay Pal*
Begorckhal
Kol - 700141

**SIGNATURE OF THE
BUILDER/DEVELOPER**

Drafted and Prepared by me:

Avishek Guha

**AVISHEK GUHA
ADVOCATE
HIGH COURT, CALCUTTA.**

AVISHEK GUHA
Advocate
High Court, Calcutta
130/A, Sagar Manna Road,
Panersree, Kolkata - 700060
Enrolment No. WB/206/2011

Thumb 1st finger middle finger ring finger small finger



| | | | | | |
|------------|--|--|--|--|--|
| left hand | | | | | |
| right hand | | | | | |

Name. SMT. RUMA DAS

Signature Ruma Das



| | | | | | |
|------------|--|--|--|--|--|
| left hand | | | | | |
| right hand | | | | | |

Name. SMT. RINKU BHATTACHARJEE

Signature Rinku Bhattacharjee



| | | | | | |
|------------|--|--|--|--|--|
| left hand | | | | | |
| right hand | | | | | |

Name. SRI. ANJAN DUTTA

Signature Anjan Dutta



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

GRN Details

GRN: 192022230033756041 Payment Mode: Online Payment
GRN Date: 24/05/2022 13:13:16 Bank/Gateway: State Bank of India
BRN : IK0BRUDUZ9 BRN Date: 24/05/2022 13:14:15
Payment Status: Successful Payment Ref. No: 2001505453/4/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Avishek Guha
Address: High Court, Calcutta
Mobile: 9831225973
EMail: guha_avishek@yahoo.com
Contact No: 9831225973
Depositor Status: Advocate
Query No: 2001505453
Applicant's Name: Mr Avishek Guha
Identification No: 2001505453/4/2022
Remarks: Sale, Development Agreement or Construction agreement Payment No 4

Payment Details

| Sl. No. | Payment ID | Head of A/C Description | Head of A/C | Amount (₹) |
|---------|-------------------|--|--------------------|-------------|
| 1 | 2001505453/4/2022 | Property Registration- Stamp duty | 0030-02-103-003-02 | 5020 |
| 2 | 2001505453/4/2022 | Property Registration- Registration Fees | 0030-03-104-001-16 | 21 |
| | | | Total | 5041 |

IN WORDS: FIVE THOUSAND FORTY ONE ONLY.



सत्यमेव जयते

Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip

23.5.22

| | | |
|--|---|--|
| Query No / Year | 2001505453/2022 | Office where deed will be registered |
| Query Date | 22/05/2022 7:27:47 PM | Deed can be registered in any of the offices mentioned on Note: 11 |
| Applicant Name, Address & Other Details | Avishek Guha High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9831225973, Status : Advocate | |
| Transaction | Additional Transaction | |
| [0110] Sale, Development Agreement or Construction agreement | [4305] Declaration [No of Declaration : 2] | |
| Set Forth value | Market Value | |
| Rs. 6,00,000/- | Rs. 73,74,499/- | |
| Total Stamp Duty Payable(SD) | Total Registration Fee Payable | |
| Rs. 10,020/- (Article:48(g)) | Rs. 21/- (Article:E, E) | |
| Mutation Fee Payable | Expected date of Presentation of Deed | Amount of Stamp Duty to be Paid by Non Judicial Stamp |
| | | Rs. 5,000/- |
| Remarks | | |

Land Details :

District: South 24-Parganas, Thana: Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Parnashree Pally Road (I,II,III,IV), , Premises No: 40, , Ward No: 131, Pin Code : 700060

| Sch No | Plot Number | Khatian Number | Land Use/ROR Proposed | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|---------------|-------------|----------------|-----------------------|----------------------------|-------------------------|-----------------------|---------------------------------|
| L1 | (RS :-) | | Bastu | 3 Katha 13 Chatak 19 Sq Ft | 5,00,000/- | 65,64,499/- | Width of Approach Road: 20 Ft., |
| Grand Total : | | | | 6.3342Dec | 5,00,000 /- | 65,64,499 /- | |

Structure Details :

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details |
|---|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1 | On Land L1 | 1200 Sq Ft. | 1,00,000/- | 8,10,000/- | Structure Type: Structure |
| Gr. Floor, Area of floor : 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete | | | | | |
| Floor No: 1, Area of floor : 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete | | | | | |
| Total : | | 1200 sq ft | 1,00,000 /- | 8,10,000 /- | |



Query No: 2001505453 of 2022, Printed On : May 22 2022 7:28PM, Generated from wbregistration.gov.in

Land Lord Details :

| Sl No | Name & address | Status | Execution Admission Details : |
|-------|---|------------|--|
| 1 | Mrs RUMA DAS Daughter of Late Pravat Kumar Bhattacharya, 551, Parnasree Pally, City:- Not Specified, P.O:- Parnasree Pally, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060 Sex: Female, By Caste: Hindu, Occupation: Advocate, Citizen of India, PAN No. azxxxxxx7b, Aadhaar No.: 97xxxxxxxx8605, Status :Individual, Executed by: Self To be Admitted by: Self | Individual | Executed by: Self To be Admitted by: Self |
| 2 | Mrs RINKU BHATTACHARJEE Wife of Mr Somaknath Bhattacharya, Dwarka Pocket 2, Block/Sector: 6, Flat No: DDA, 8C, City:- Not Specified, P.O:- Dwarka, P.S:-Dwarka North, District:-South West, Delhi, India, PIN:- 110075 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No. ayxxxxxx1f, Aadhaar No.: 83xxxxxxxx1093, Status :Individual, Executed by: Self To be Admitted by: Self | Individual | Executed by: Self To be Admitted by: Self |

Developer Details :

| Sl No | Name & address | Status | Execution Admission Details : |
|-------|---|--------------|-------------------------------|
| 1 | E. SQUARE DEVELOPER (Sole Proprietorship) .2/2, Siddhinath Chatterjee Road, City:- Not Specified, P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 PAN No. AExxxxxx0Q, Aadhaar No Not Provided by UIDAI Status :Organization, Executed by: Representative | Organization | Executed by: Representative |

Representative Details :

| Sl No | Name & Address | Representative of |
|-------|---|-------------------------------------|
| 1 | Mr ANJAN DUTTA Son of Late Ashim Kumar Dutta "PRERONA", 211E, Unique Park, 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. AExxxxxx0Q, Aadhaar No.: 58xxxxxxxx6253 | E. SQUARE DEVELOPER (as PROPRIETOR) |

Identifier Details :

| Name & address |
|--|
| Mr Manish Adhikary Son of Mr Barindra Kumar Adhikary 31, Maharani Indra Devi Road, City:- Not Specified, P.O:- Parnasree Pally, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of India, Identifier Of Mrs RUMA DAS, Mrs RINKU BHATTACHARJEE, Mr ANJAN DUTTA |



| Transfer of property for L1 | | |
|-----------------------------|-------------------------|---------------------------------|
| Sl.No | From | To. with area (Name-Area) |
| 1 | Mrs RUMA DAS | E. SQUARE DEVELOPER-3.16708 Dec |
| 2 | Mrs RINKU BHATTACHARJEE | E. SQUARE DEVELOPER-3.16708 Dec |
| Transfer of property for S1 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | Mrs RUMA DAS | E. SQUARE DEVELOPER-600 Sq Ft |
| 2 | Mrs RINKU BHATTACHARJEE | E. SQUARE DEVELOPER-600 Sq Ft |

| Owner and Land or Building Details as received from KMC : | | | | |
|---|--|---|---|---|
| Sc. No. | Property Identification by KMC | Registered Deed Details | Owner Details of Property | Land or Building Details |
| L1 | Assessment No. : 411311300408 Premises No. : 40 Ward No. : 131 Street Name : PARNASREE PALLY ROAD. NO- I. | Reference Deed No. : Date of Registration. : Office Where Registered : | Owner Name : SMT RUMA DAS, SMT RINKU BHATTACHARJEE Owner Address : 551, PARNASREE PALLY , P.O & P.S - PARNASREE , KOLKATA Pin No. : 700060 | Character of Premises: Constructed Building Total Area of Land: 3 Cottah, 7 Chatak, 30 SqFeet, |

Note:

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 21-06-2022) for e-Payment . Assessed market value & Query is valid for 30 days.(i.e. upto 21-06-2022)
3. Standard User charge of Rs. 240/- (Rupees Two hundred fourty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
11. This eAssessment Slip can be used for registration of respective deed in any of the following offices:
D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - I I SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-PARGANAS, D.S.R. - IV SOUTH 24-PARGANAS, A.D.S.R. BEHALA, D.S.R. - V SOUTH 24-PARGANAS, A.R.A. - I KOLKATA, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA



Query No: 2001505453 of 2022, Printed On : May 22 2022 7:26PM, Generated from wbregistration.gov.in