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भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

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12/05/21

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12 MAY 2021

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 12th day of May, 2021 (Two Thousand Twenty One)

BETWEEN

- 748

14 MAY 2021

No.....Rs.-500/- Date.....

Name: Deepraj Mukherjee

Address:

Vendor: Subhankar Das

Alipur Collectorate, 24 Pgs. (S)

SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol-27

Advocate
Alipur Judge's Court
Kolkata - 27

748 = 500/-

Ramkrishna Das
S/o Late N.C. Das
833, Anandapur
Kol-107

District Sub-Registrar-III
Alipur, South 24 Parganas

12 MAY 2021

JAISHREE TIE-UP PRIVATE LIMITED (PAN- AABCJ9101H), a Private Limited Company registered under the Companies Act, 1956 having its registered office at 19A, Jawaharlal Nehru Road, Police Station- Shakespeare Sarani, Post Office- New Market, Kolkata-700087, represented by one of its Director **SRI ARUN KUMAR SUHASARIA** (PAN- AMAPS0295H), (Aadhaar No. 8631-9653-8085), son of Late Ramlal Suhasaria, by faith- Hindu, by occupation-Business, by nationality- Indian, residing at 82B, Sambhunath Pandit Street, 4th Floor, Police Station- Bhowanipore, Post Office- L.R. Sarani, Kolkata- 700020, hereinafter called and referred to as the ***OWNER/LANDLORD/FIRST PARTY*** (which terms or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its legal heirs, successors-in-office, executors-in- office, administrators, legal representatives, nominees and/or assigns) of the **ONE PART**;

A N D

AYUSHMAN CONSTRUCTION, (PAN- ABKFA7123M), a Partnership Firm having its registered office at 331, Vidyasagar Sarani, Police Station- Thakurpukur, Post Office- Barisha, Kolkata- 700008, represented by its partners namely **1) SHRI AVIJIT DAS** (PAN-

BCSPD6318M) (Aadhaar No. 5975-6934-4438), son of Late Biswanath Das, by faith- Hindu, by occupation- Business, by nationality- Indian, and **2) SMT. JHARNA DAS** (PAN- CCDPD6265R), (Aadhaar No. 4363-6005-8294), wife of Shri Avijit Das, by faith- Hindu, by occupation- Business, by nationality- Indian, both are residing at 4/1, Vidya Sagar Sarani, Notun Pally Bazar, Sarder Para, Purba Barisha, Police Station- Thakurpukur, Post Office- Barisha, Kolkata- 700008, hereinafter called and referred to as the '***DEVELOPER/ BUILDER***' (which terms or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor-in-office, executors-in-office, administrators, legal representatives, nominees and/or assigns) of the **OTHER PART**;

WHEREAS at all material times one Nagendra Nath Das was the absolute owner in respect of a piece and parcel of land measuring about 22 Decimals and as per physical possession 14 (fourteen) Cottahs 04 (four) Chittaks and 39 (thirty nine) Square Feet be the same a little more or less, lying and situated at Mouza- Purba Barisha, J.L. No. 23, comprised in R.S. Dag No. 1531, under R.S. Khatian No. 305, also known as Municipal Premises No. 264, Vidya Sagar Sarani, Police Station- Thakurpukur, Ward No. 124, Kolkata-

700008, in the District of South 24-Parganas, more fully described in the ***Schedule-'A'*** hereinafter written, hereinafter referred to as the '*said property*';

AND WHEREAS that by virtue of a registered Deed of Gift, dated 31st July, 1964 said Nagendra Nath Das gifted the same to his seven sons namely Sudhangsu Kumar Das, Nripendra Krishna Das, Gopal Krishna Das, Dhananjoy Das, Bhupendra Nath Das, Sailendra Nath Das and Nanda Dulal Das and the said Gift Deed was registered before the Sub-Registrar, Behala, 24-Parganas (South) and recorded in Book No. I, Volume No. 50, Pages from 239 to 247, being Deed No. 3162 for the year 1964;

AND WHEREAS one of the son of said Nagendra Nath Das, namely Sudhangsu Kumar Das, by virtue of registered Deed of Conveyance, dated 13th August, 1991 sold, conveyed and transferred his undivided 1/7th share to Sankar Narayan Das on valuable consideration and the said Deed was registered before the Additional District Sub-Registrar, Behala, District South 24-Parganas and recorded in Book No. I, Volume No. 42, being Deed No. 3280 for the year 1991;

AND WHEREAS another son of said Nagendra Nath Das, namely Nripendra Krishna Das, by virtue of registered Deed of Conveyance, dated 13th August 1991 also sold, conveyed and transferred his undivided 1/7th share to Utpal Kumar Guha on valuable consideration and the said Deed was registered before the Additional District Sub- Registrar, Behala, District South 24-Parganas and recorded in Book No. I, Volume No. 42, Pages from 61 to 68, being Deed No. 3282 for the year 1991;

AND WHEREAS another son of said Nagendra Nath Das namely Gopal Krishna Das, by virtue of registered Deed of Conveyance, dated 13th August 1991 also sold, conveyed and transferred his undivided 1/7th share to Ranju Das on valuable consideration and the said Deed was registered before the Additional District Sub-Registrar, Behala, District South 24-Parganas and recorded in Book No. I, Volume No. 42, Pages from 69 to 76, being Deed No. 3283 for the year 1991;

AND WHEREAS another son of said Nagendra Nath Das, namely Dhananjoy Das, by virtue of registered Deed of Conveyance, dated 13th August 1991 also sold, conveyed and transferred his undivided 1/7th share to Sankar Narayan Das on valuable consideration and

the said Deed was registered before the Additional District Sub-Registrar, Behala, District South 24-Parganas and recorded in Book No. I, Volume No. 40, Pages from 491 to 498, being Deed No. 3745 for the year 1991;

AND WHEREAS another son of said Nagendra Nath Das, namely Bhupendra Nath Das, by virtue of registered Deed of Conveyance, dated 20th December 2010 also sold, conveyed and transferred his undivided 1/7th share to the present Owner on valuable consideration and the said Deed was registered before the District Sub-Registrar-II, Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 42, Pages from 2843 to 2859, being Deed No. 12720 for the year 2010;

AND WHEREAS another son of said Nagendra Nath Das, namely Sailendra Nath Das, by virtue of registered Deed of Conveyance, dated 20th December 2010 also sold, conveyed and transferred his undivided 1/7th share to Sankar Narayan Das on valuable consideration and the said Deed was registered before the District Sub-Registrar-II, Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 42, Pages from 3430 to 3445, being Deed No. 12746 for the year 2010;

AND WHEREAS one Sankar Narayan Das, by virtue of registered Deed of Conveyance, dated 27th December 2010 sold, conveyed and transferred his undivided 1/7th share to the present Owner on valuable consideration and the said Deed was registered before the District Sub-Registrar-II, Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 42, Pages from 9270 to 9286, being Deed No. 13055 for the year 2010;

AND WHEREAS said Sankar Narayan Das, by virtue of registered Deed of Conveyance, dated 27th December 2010 also sold, conveyed and transferred his remaining undivided 2/7th share to the present Owner on valuable consideration and the said Deed was registered before the District Sub-Registrar-II, Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 1, Pages from 9558 to 9572, being Deed No. 13070 for the year 2010;

AND WHEREAS one Utpal Kumar Guha, by virtue of registered Deed of Conveyance, dated 27th July 2011 sold, conveyed and transferred his undivided 1/7th share to Ranju Das on valuable consideration and the said Deed was registered before the Additional

Registrar of Assurances-I, Kolkata and recorded in Book No. I, Volume No. 15, Pages from 295 to 308, being Deed No. 06462 for the year 2011;

AND WHEREAS another son of said Nagendra Nath Das, namely Nanda Dulal Das, by virtue of registered Deed of Conveyance, dated 26th September 2011 also sold, conveyed and transferred his undivided 1/7th share to the present Owner on valuable consideration and the said Deed was registered before the District Sub-Registrar-II, Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 23, Pages from 1205 to 1220, being Deed No. 10697 for the year 2011;

AND WHEREAS said Ranju Das, by virtue of registered Deed of Conveyance, dated 22nd March 2012 also sold, conveyed and transferred her undivided 2/7th share to the present Owner on valuable consideration and the said Deed was registered before the District Sub-Registrar-II, Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 4, Pages from 12207 to 12222, being Deed No. 03271 for the year 2012;

AND WHEREAS it is also pertinent to mention here that a Title Suit was filed by Sailendra Nath Das being Title Suit No. 216 of 1995 before the Learned 7th Civil Judge (Senior Division) at Alipore and after the suit was decreed in preliminary form, an Appeal was filed at the High Court at Calcutta being FA-55 of 2008 by Nanda Dulal Das and others and the Hon'ble High Court vide its Order dated 09.05.2008 in the said FA case passed the Order allowing the co-sharers to sell their respective shares;

AND WHEREAS thus the present Owner/First Party herein became the absolute lawful owner, occupier and title holder in respect of ALL THAT piece and parcel of bastu land measuring about 22 (twenty two) Decimals more or less as per physical measurement it appears 14 (fourteen) cottahs 04 (four) Chittacks 39 (thirty nine) Square Feet be the same a little more or less, lying and situated at Mouza- Purba Barisha, J.L. No. 23, comprised in R.S. Dag No. 1531, under R.S. Khatian No. 305 also known as Municipal Premises No. 264, Vidya Sagar Sarani, Police Station- Thakurpukur, Post Office- Barisha, within the limits of the Kolkata Municipal Corporation, under Ward No. 124, Kolkata- 700008, in the District of South 24-Parganas, which

is more fully and particularly described in the *Schedule-'A'* hereunder written and hereinafter called and referred to as the '*said property*';

AND WHEREAS the present Owner/First Party herein had been in peaceful possession and enjoyment of the said property by paying all taxes and outgoings and enjoying the said property, free from all encumbrances subject to the existing tenancies of the tenants situated therein;

AND WHEREAS with an intention to develop the said property more fully described in the *Schedule-A* hereunder subject to delivery of possession of the property to the DEVELOPER herein to exploit the *Schedule-A* property into a multistoried building containing several independent sellable units/flats. The Developer represented itself to be sufficiently conversant and experienced in constructing high rise buildings having good and sufficient financial strength and resources and on being satisfied with the discussions held by and between the owner and the developer herein and the developer also being satisfied and having shown its interest in constructing and having agreed to construct the said multi storied building on the said property the owners doth hereby appoint and authorize the

developer/builder herein to erect and construct a multi storied building upon the *Schedule-A* property and in accordance with the building sanctioned plan to be obtained from the Kolkata Municipal Corporation and other authorities and to complete the same within 24 (twenty four) months from the date of Building Sanction Plan from the Kolkata Municipal Corporation on the terms, stipulation and conditions set forth herein below;

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

PART-I

1) This Agreement shall be deemed to have commenced on and with effect from the day month and year first above written.

2) The Owner have agreed to authorize the Developer to develop the said land described in *Schedule-"A"* hereto at its own cost, expenses and responsibilities and after demolishing the existing building or structures thereon and after making necessary arrangement, at its own costs and responsibility, so that the tenants co-operate with the Developer and vacate the said premises without any litigation to enable the Developer to

construct the new building thereon having several independent saleable units/flats.

3) The Developer shall at its own costs and expenses and responsibility shall develop the said property by constructing a new building thereon containing several independent saleable units/flats together with all common areas and facilities including corridors, stair ways, passages, drive ways, pumps room, overhead and underground water tank, pump motor, sewerage, sanitation, electricity and other facilities including those mentioned in *Schedule-'D'* hereunder, as may be required for the use, enjoyment, maintenance and/or management of the building or the independent units or flats therein.

4) In consideration of the Owner having agreed to entrust to the Developer the development of the said property described in the *Schedule-'A'* hereto and to confer upon the developer the rights, powers, privileges and benefits as mentioned herein and in consideration of Developer having agreed to develop the said property by constructing a new building thereon having several

saleable independent units/flats at his own costs, expenses and responsibility, as per sanctioned plan it has been agreed that the Owner's Allocation in the said newly constructed building will be 45% (forty five percent) of the total sanctioned area including 45% (forty five percent) of the car parking space of the proposed building out of the total constructed area available in the said newly constructed multistoried building as detailed in *Schedule-'B'* hereunder and in the clause referred to as *'Owner's Allocation'* hereunder.

PART-II

DEFINITIONS

1) **PROPERTY** : ALL THAT piece and parcel of bastu land measuring about 22 (twenty two) Decimals more or less as per physical measurement it appears 14 (fourteen) cottahs 04 (four) Chittacks 39 (thirty nine) Square Feet be the same a little more or less, together with old dilapidated structure standing thereon measuring about 3000 (three thousand) Square Feet more or less, lying and situated at Mouza- Purba Barisha, J.L. No. 23, comprised in R.S. Dag No. 1531, under R.S. Khatian No. 305 also known as

Municipal Premises No 264, Vidya Sagar Sarani, Police Station- Thakurpukur, Post Office- Barisha, within the limits of the Kolkata Municipal Corporation, under Ward No. 124, Kolkata- 700008, in the District of South 24-Parganas, more fully described in *Schedule-'A'* below and demarcated and delineated with 'RED'.

2) **OWNER** : The owner shall mean the owner of the land and the structure of the above property/land and the name of the Owner of the above property is **M/S. JAISHREE TIE-UPPRIVATE LIMITED** (PAN- AABCJ9101H), a Private Limited Company registered under the Companies Act, 1956 having its registered office at 19A, Jawaharlal Nehru Road, Police Station- Shakespeare Sarani, Post Office- New Market, Kolkata- 700087, represented by one of its Director **SRI ARUN KUMAR SUAS SUHASARIA** (PAN- AMAPS0295H), (Aadhaar No. 8631-9653-8085), son of Late Ramlal Suhasaria, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at 82B, Sambhunath Pandit Street, 4th Floor, Police Station- Bhowanipore, Post Office- L.R. Sarani,

For JAISHREE TIEUP PVT. LTD.
Director

SUHASARIA

Kolkata- 700020, shall mean and include its legal heirs, successors-in-office, executors-in-office, administrators, legal representatives, nominees and/or assigns.

3) **BUILDING** : The building shall mean and include the new authorized constructed of multi storied building for residential purpose with all necessary fittings and fixtures and common spaces to be constructed by the Developer/Builder in accordance as per sanctioned plan of the Kolkata Municipal Corporation.

4) **DEVELOPER** : shall mean the person who develops the land of others by means of construction of land, promoting of land, to make construction on the land of others and all other allied jobs and Developer herein is **AYUSHMAN CONSTRUCTION**, (PAN- ABKFA7123M), a Partnership Firm having its registered office at 331, Vidyasagar Sarani, Police Station- Thakurpukur, Post Office- Barisha, Kolkata- 700008, represented its Partners namely **1) SHRI AVIJIT DAS** (PAN- BCSPD6318M), (Aadhaar No. 5975-6934-4438), son of Late Biswanath Das, by faith- Hindu,

by occupation- Business, by nationality- Indian, and **2)** **SMT. JHARNA DAS** (PAN- CCDPD6265R), (Aadhaar No. 4363-6005-8294), wife of Shri Avijit Das, by faith- Hindu, by occupation- Business, by nationality- Indian, both are residing at 4/1, Vidya Sagar Sarani, Notun Pally Bazar, Sarder Para, Purba Barisha, Police Station- Thakurpukur, Post Office- Barisha, Kolkata- 700008, shall mean and include its successor-in-office, executor/ executors, nominee/ nominees, legal representatives, administrators and/or assigns.

5) **COMMON AREA AND COMMON INSTALLATION** : shall mean and include the entrance, stairways, landings, passage ways, pump room, overhead water tank, water pump and motor, side space, court yards and roof etc. which shall be required for common enjoyment, constructions, maintenance, and the common facilities.

6) **OWNER'S ALLOCATION** : shall mean and include 45% of the total sanctioned area including 45% of the car parking space of the proposed building including 45% of any

additional saleable area or shop area, if any, out of the total constructed area available in the said newly constructed multistoried building to be constructed in accordance with the Building Sanctioned Plan, revised and/or altered plan, to be obtained from the office of the Kolkata Municipal Corporation, with all specification and fixtures and fittings, as described and detained in the *Schedule-"B"* hereunder written.

AND

(Monetary Consideration)

Apart from the above mentioned area of Allocation, the Owner/First Party is further entitled to get a refundable money worth Rs. 80,00,000/- (Rupees eight lacs) only, by the Developer/Second Party in the manner as follows:-

a) At the time of execution and signing of this Agreement a refundable sum of Rs. 50,00,000/- (Rupee fifty lacs) only.

h) Within 7 (seven) of obtaining Building Sanction Plan from the Kolkata Municipal Corporation, the Owner/ First Party is further entitled to get the remaining refundable money worth Rs. 30,00,000/- (Rupees thirty lacs) only, by the Developer/Second Party. In the event if the Developer fails to pay the said remaining refundable amount of Rs. 30,00,000/- (Rupees thirty lacs), The Developer shall be liable to pay interest at the rate of 18% p.a to the Owners herein till the date of payment of the said amount to the Owners herein.

7) **DEVELOPER'S ALLOCATION** : shall mean and include 55% of the total sanctioned area including 55% of the car parking space of the proposed building including 55% of any additional saleable area or shop area, if any out of the total constructed area available in the said newly constructed multistoried building to be constructed in accordance with the Building Sanctioned Plan, revised and/or altered, to be obtained from the office of the

Kolkata Municipal Corporation, with all specification and fixtures and fittings, as described and detained in the *Schedule-"C"* hereunder written.

8) **SALEABLE SPACE** - shall mean the space in the new building available for independent use and occupation both by the owner's and the Developer's allocation after making common facilities and/or amenities thereof. The aforesaid allocation, however, shall be strictly as per the provision of West Bengal Housing Industry Regulation Act 2017 (West Ben. Act XLI of 2017) and space required thereof and after providing the Owner's allocation.

9) **EXTENSION OF TIME**: In the event the construction work is not completed within the said period of **24 (twenty four) months** from the date of sanction plan and an extension of 6 (six) months time will be provided to the Developer on mutual conversation and terms and conditions agreed thereon by the Developer and the landowner.

10 **SPECIFICATIONS**: shall mean the specifications for completely the new building as stated in the *Schedule-"D"* hereunder written

11) **TIME OF CONTRACT**: shall mean that this agreement shall be valid for 30 (thirty) months (including the extension period) from the date of obtaining the sanction plan as it is understood that time is the essence of this contract.

12) **UNIT**: shall mean any flat, car parking space, covered space having a covered area in the proposed building, which is capable of being exclusively owned, used and/or enjoyed by any Unit Owners for residential and/or commercial purpose and which is not the common portions.

13) **MAINTENANCE** : shall mean maintenance of the common facilities and shall be joint responsibilities of the flat owners but maintenance of internal facilities shall be borne by the respective flat owners.

PART- III

GENERAL TERMS

1) The Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Premises and shall retain symbolic possession during the time of construction work as per sanctioned plan by the Kolkata Municipal Corporation with standard building materials.

2) The said premises is free from all encumbrances subject to the existing tenancies situated therein and the Owner has a marketable title in respect of the premise.

3) This Agreement will not be treated as a Partnership between the Owner and the Developer nor an agreement for sale of the said property by the Owner to the Developer. The Developer is given only a right to develop the said property as aforesaid.

4) The Developer is satisfied that the Owner is the full owner of the said property and that the said property is

not subject to any mortgage, charge or any other encumbrances.

5) The Developer shall make necessary arrangement to obtain sanction of the building plan at his own costs and shall submit the final building plan to the Kolkata Municipal Corporation at his own cost and expenses.

6) The development of the said property by construction of building or buildings thereon shall be at the entire cost, expenses and risks of the Developer. All buildings to be constructed on the said property and all dwelling units thereon will be in accordance with the plan sanctioned by the Kolkata Municipal Corporation.

7) The Owner shall at the request and costs of the Developer sign and execute from time to time the plans and other applications for lay outs, construction of the building and structures on the said property for getting sanction and approval from the Kolkata Municipal Corporation in the name of the owner but the Developer shall be responsible

for obtaining such sanction/ permission etc. as may be necessary for commencing and completing the construction as above and shall bear all fees, charges, expenses, required to be paid and deposited for this purpose.

8) That the Owner hereby undertake and agree to execute and register a Development Power of Attorney in favour of the Developer for smooth running of the construction work. All the consideration money shall be realized and appropriate by the Developer absolutely at its discretion and the Owner shall haveno claim whatsoever against the sale proceeds or any part of Developer's Allocation and to execute, sign and register such deed or deeds of Agreement for Sale and agreements in respect of the said flats and car parking spaces in developer's allocation. It shall be noted that the Developer will be allowed to sell the Developer's Allocation only after obtaining the Sanction Plan of the proposed building along with proper demarcation of the Owner's Allocation.

9) The Developer will construct the said multistoried building in accordance with the building sanctioned plan to be obtained from the office of the Kolkata Municipal Corporation at his sole risk and responsibility.

10) The Owner grant, subject to what has been hereunder provided an exclusive right to the developer to build and to exploit commercially the said plot of land and shall be able to construct the new building thereon in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation containing flats and car parking spaces and/or revised sanctioned plan and to sell the flats and car parking spaces in developer's allocation to prospective buyers at developer's choice subject to the social acceptability of intending buyers as residents of the building, except the Space, Flats and car parking spaces and/or other such area allocated to Owner herein as specified in the "OWNER'S ALLOCATION". The Developer, however, shall be entitled to obtain necessary advances from the prospective buyers in respect of Developer's allocated portion of the proposed building

and shall be entitled to enter into the agreements with such buyers on the terms and conditions and shall follow the provision as mentioned in West Bengal Housing Industry Regulation Act (HIRA), 2017 and/or Real Estate (Regulation and Development) Act, 2016 (RERA).

PART- IV

OWNER'S RESPONSIBILITY AND OBLIGATIONS

1) The Owner hereby agrees and covenants with the Developer that during the continuance of the agreement the Owner shall not to cause any interference, hindrance, impediment or obstruction whatsoever in the construction or development of the said premises by the Developer subject to fulfilling all the obligations and/or covenant, as mentioned herein by the Developer, the Owner agrees and covenant with the Developer that during the continuation of this Agreement, the Owner shall not let out, lease, mortgage or any other charges in respect of the said property specifically in the Developer's allocation thereof. Provided, however, the Owner shall have the full right and/or authority to deal with, let out, grant, transfer, lease,

mortgage, charge of its own allocated portion in the proposed building to any person or persons, company or companies. The Developer, however, shall not have any right to let out, grant, transfer, lease, mortgage, charge the Owner's allocated portion in the proposed building. It is, however, made clear that for the purpose of dealing with the Developer's allocation in the proposed building and/or for the purpose of selling the Developer's allocated portion to the prospective purchaser or purchasers, the Developer shall strictly follow the provision of WB-HIRA and/or Real Estate (Regulation and Development) Act, 2016 (RERA), which is mandatory under the law.

2) The owner hereby declare and represent that the owner have good and absolute right, title and interest in the *Schedule-"A"* property without any claim, right, title and interest of any other person or persons claiming under or interest for the owner and the property is free from all encumbrances, subject to the existing tenancies of the tenants situated therein and the owner have every authority to enter into this agreement with the Developer.

3) That the Owner doth hereby undertake to pay the municipal taxes and other taxes and outgoings upto date and make the property free from all taxes and liabilities upto the date of execution of this presents.

4) That on execution of this Agreement the owner simultaneously shall execute and register a Development Power of Attorney for smooth construction of the new building in accordance with building sanction plan of the Kolkata Municipal Corporation in favour of the Developer, till completion of the project of construction of the new building as well as transfer and transaction in respect of Developer's allocation out of the *Schedule-'A'* property.

5) That the Owner doth hereby declare that the *Schedule-'A'* property is lying free of all charges, liens, hypothecation, litigation, acquisition or requisitions of any Government or local body and lying free from all encumbrances and the owner have good marketable title in the *Schedule-'A'*

property and every right to execute this Agreement with the Developer.

6) The Owner hereby agree and covenant with the Developer not to do any act or deeds or things whereby the Developer may be prevented from selling, assigning and/or disposing of Developer's Allocation portion/property after giving the Owner's allocation in the new Building to the owner complete in all respects as above save and except the Developer may execute or entertain booking of Flat/s and other space/s etc with any intending Purchaser/s only in respect of the Developer's allocation.

7) The Owner hereby agree and covenant with the Developer not to grant lease, mortgage or create charges against the said property or any portion thereof without consent in writing of the Developer during the period of construction and tenure of this Agreement.

8) Upon completion and after giving owner's allocation of the new building, the Owner shall execute such Deed of

Conveyance/s in respect of the undivided proportionate share on land in favour of the Developer or his nominee/s with respect of Developer's allocation as may be necessary.

9) The Owner shall be entitled only to deal with the Owner allocation at his discretion including entering into Agreement for Sale with Third Party etc. without any obstruction from the Developer.

10) That the Owner hereby state that in future, if any dispute arise relating to the title of the schedule property of the owner, the owner will be held liable and responsible to solve the same.

11) The Owner shall after execution of this Development Agreement have the right to keep all the original documents which includes title deed, chain deed and other related documents of *Schedule-'A'* property and produce them from time to time to the Developer when any new intending purchaser is interested in purchasing any unit from the Developer's allocation.

12) The Owner will be legally bound to return all the original title deed, chain deed and other related and necessary documents in respect of the *Schedule-'A'* property to the Developer upon completion of the Owner's Allocation after receiving Completion Certificate from the Developer.

13) The Owner shall have no right, claim or demand whatsoever after taking possession of its allocation. He will also be legally bound to refund the security deposit amount of Rs. 80,00,000/- (Rupees eighty lacs) only to the Developer after taking possession of the said allocation.

PART-V

DEVELOPER'S REPRESENTATION

1) The Developer hereby confirms and represents that he has sufficient experience and financial strength and resources to meet all costs and expenses in constructing high rise building with several independent saleable units/f lats. The Developer also confirms that they shall not create any charge or use the said property of the owner as security

nor shall they will encumber the said property in any manner whatsoever for raising funds for constructing or completing construction of the proposed new building on the said property.

2) The Developer confirms and represents that he has necessary licenses, permission, registration issued by Kolkata Municipal Corporation or other authorities/bodies and shall obtain at his own costs and responsibility any other licenses, permissions, registrations from the relevant authority/authorities as may be required or necessary for carrying out or completing construction of the proposed new building and shall strictly follow the provisions of West Bengal Housing Industry Regulation Act (WBHIRA, 2017) and/or Real Estate (Regulation and Development) Act, 2016 (RERA).

3) The owner do hereby grant exclusive contract to the Developer to built upon and to exploit commercially the said property and for construction of new building thereon at his own costs, expenses and responsibility as per Building

Sanction Plan of the Kolkata Municipal Corporation with additional floors if any at the cost of Developer.

4) Nothing in these presents shall be constructed as a demise Agreement or Conveyance in law by the Owner of the said property and any part thereon to the Developer or has created any right, title or interest in favour of the Developer, save and excepts as herein expressly provided and also and exclusive contract to the Developer by virtue of the Agreement only to exploit commercially in the form of a multi-storied building complex in the terms hereof and to deal with the Developer's allocation in the new building.

5) The Owner shall make negotiations and shall be responsible to settle with the existing tenants for the purpose of construction of the proposed development work of the building and shall have every right to settle all the terms and conditions with them without implicating the responsibilities on the Developer. The Owner shall accept surrender of possession made by said tenant and shall enter into any agreement which they will think fit and

proper for materializing the proposed development work. If any area is required to be provided to the said tenant, the same will be provided by the Owner in the said proposed building out of their allocation and if any rehabilitation cost will be required to be paid for vacating the existing tenancies, the same amount shall be paid by the Owner only at their own cost and expenses.

6) That during the progress of construction of the proposed building, if any extra area is sanctioned by the Kolkata Municipal Corporation or any extra construction is done whatsoever, including shops area, if any, in such case such excess area shall also be shared between the Owner and the Developer in the same proportion i.e. to say 45 : 55 ratio (Owner : Developer Ratio).

7) That the Developer hereby undertake to complete the construction of the new multistoried building within a period of 24 (twenty four) months from the date of Sanction Plan and if the developer fails to complete the same within

the said stipulated period of time then a further extension of 6 (six) months will be granted by the owner/landlord herein.

8) That before submitting the plan for sanction before the Kolkata Municipal Corporation, the Developer shall obtain approval of the Owner.

9) The Developer shall obtain the sanction plan from the relevant authority within 06 months from the date of signing of this agreement. If the developer does not start the work within a maximum period of 09 months from the date of this agreement, then the owner may at its discretion cancel the said Development Agreement and forfeit the advance money paid by the developer.

10) That within 15 days from the date of obtaining the sanctioned plan from the Kolkata Municipal Corporation, the Developer shall furnish a copy of the same to the Owner and simultaneously it has been agreed between the parties that both the Owner and the Developer shall duly demarcate their respective allocations in the proposed

building as mentioned herein before by demarcating their respective portions with proper colour in the photo copy of the sanctioned plan and to be counter signed by the parties herein and before commencement of construction of the proposed building.

PART VI

CONSTRUCTION.

1) The Developer/Builder shall at its own costs raise and erect and construct a Multi Storied Building complex as per Building Sanction Plan of the Kolkata Municipal Corporation utilizing the maximum total F.A.R. as granted by the Municipal Authority without any variation at the full responsibility and risk of the Developer/Builder and will further erect additional floors upon the same.

2) The Developer/Builder shall bear all costs of sanction and other incidentals and shall protect the said property at his own cost till completion of the project.

3) The Developer shall comply with all requirements of the Kolkata Municipal Corporation and other Local Authorities relating to the construction of the said Building upon the said property and shall obtain all necessary approval or approvals permission from the Authorities at his own cost and charges.

4) All costs, charges and expenses, losses with regard to the property as well as project for construction from the date of execution of this presents, which may have to be paid and incurred and discharge shall be borne by the Developer and the Developer hereby agrees to keep the Owner indemnified against all actions, suits, proceedings, costs, charges and demand and claim whatsoever in respect of the project of construction thereof.

5) The Developer shall also install and provide such facilities that may be required to be provided according to the statute, Bye- laws and regulations of the Kolkata Municipal Corporation and/or any other Authority or Authorities.

6) The Developer is hereby authorized by the Owner to apply and avail or obtain in the names of the Owner Building Sanction Plan from the Kolkata Municipal Corporation and other Local Authorities, Temporary or Permanent Electricity Connection from CESC, WBSECB and/or any other inputs and facilities required for the construction of the Building. All plans, applications, papers, documents shall be signed by the owners.

7) For any additions, alterations, modification or changes or deviations in the constructions of the New Building approval of the Kolkata Municipal Corporation and other Authorities as the case may be has to be obtained by the Developer at his cost and responsibility and shall regularize the construction of the Building.

8) The construction shall be completed by the Developer on or before 24 (twenty four) months from the date of Building Sanction Plan of the Kolkata Municipal Corporation for commencement of construction. In the event the construction work is not completed within the said period of

the owners the owner's allocation in respect of the said property together with proportionate undivided share in the said property as owner's allocation under the caption 'Definitions' as above and in *Schedule-'B'* below, the Developer shall sign execute and register at his costs and expenses all such deeds, documents, writings etc as may be necessary to fortify the owner's title and possession in respect of the owner's allocation and shall issue letter of possession in favour of the owners.

PART-VIII

DEVELOPER'S OBLIGATIONS:

1) The Developer hereby agrees and covenants with Owner not to violate or contravenes any of the provisions or rules applicable for construction of the said building.

2) The Developer hereby agrees and covenant with the Owner to complete the construction of the new building within 24 (twenty four) months from the date of sanction plan and of the permission for commencement of construction of the Kolkata Municipal Corporation.

3) The Developer shall use standard proportion and quality of building materials for constructing the new building and the building shall be constructed, erected and completed by the Developer as per specifications provided in *Schedule-'D'* hereunder and the flats/units and common areas shall be provided with standard quality of materials, fixtures, fittings and facilities. Under no circumstances the Developer shall be entitled to claim or demand any payment of any nature from the owners in respect of erection, construction and completion of the said owner's allocated portion.

4) If any problem, disturbances, dispute arise relating to the construction in that event the Developer is bound to solve those problems, disturbances, disputes amicably at their own discretion, costs and responsibility.

5) If the Developer violate any clause or conditions of the sanctioned plan or permission of this Agreement or does any deviation variation from the sanctioned plan in constructing the building on the said property, in that event Developer shall regularizes the said construction through

the Kolkata Municipal Corporation of other authorities as may be necessary.

6) The Government of West Bengal has already implemented West Bengal Housing Industry Regulation Act, 2017 (WBHIRA) and/or Real Estate (Regulation and Development) Act, 2016 (RERA), as such the parties of this agreement shall be bound by their respective obligations under the said Act during the term of this Agreement, if applicable.

7) That before submitting the plan for sanction before the Appropriate Municipal Authority, the Developer shall obtain approval of the Owner.

8) The Developer shall obtain the sanction plan from the relevant authority within 06 months from the date of signing of this agreement. If the developer does not start the work within a maximum period of 09 months from the date of this agreement, then the owners may at their discretion cancel the said development agreement and forfeit the advance money paid by the developer.

9) To commence construction of the proposed building within two months from the date of obtaining such sanctioned plan from the Kolkata Municipal Corporation and the aforesaid time shall also be treated as essence of the contract.

10) The Developer shall not be entitled to create any charge or mortgage or encumber any part of the aforesaid property with any financial institution or bank nor shall fasten the Owner of the First Part for any financial liability.

11) The Developer shall be duty bound to complete the Owner's allocated portion in all respect including permanent domestic water and sewerage connection but the Flat Owner shall pay for individual electric meter connection for each Unit/Flat which shall be arranged by the Developer at an extra cost and make the same fully habitable for user as per law within the said 24 (twenty four) months from the date of obtaining sanction of building plan which unless prevented by Force Majure reasons at the said premises without default or deviation, save and except for the reasons mentioned hereinabove. But if the Developer fails to complete the construction and handing over the Owner's

allocation within the aforesaid stipulated time, in such case the aforesaid period shall be extended for a further period of six months and in case the Developer fails to complete the construction even within said extended period in such case the Developer shall be liable to pay compensation of Rupees 1,00,000 (One Lac) per month till the completion of the project to the Owner till the date of handing over peaceful vacant possession of the Owner's allocation in the new proposed building to the Owner by the Developer.

12) That on completion of the building, the Developer shall furnish not only the completion certificate issued by the Kolkata Municipal Corporation but also the certificate of the structural engineers of the Architect about the structural stability of the aforesaid building and the Developer shall be responsible for rectify and/or remove any defect in the construction or any damages (due to any defective construction), if detected before the delivery to the Owner of its allocation. Provided, however, if any defect is detected due to any construction or renovation by the Owner, in such case the Developer shall not be responsible for removal of such defect.

13) The Developer shall indemnify and keep indemnified the Owner against all loss, damages, costs, charges, expenses that may be incurred or suffered by the Owner on account of arising out of any breach of any of the terms of these presents or any laws, rules, regulations or due to any incident/accident or mishap during the progress of construction or due to any claim made by the Third Party in respect of such construction or otherwise howsoever till the date of possession to the Owner of its allocation.

14) The Developer shall also indemnify and keep indemnified the Owner for any expense towards penalty, damages, construction cost, litigation cost or any other cost associated to the development of the proposed building which shall not be the liability of owner in anyway but these expenses shall exclusively to be borne by the developer. In case of any litigation with prospective buyers then all legal expenses will be exclusively borne by developer only. The Owner shall be liable to pay for litigations pertaining to the title of land only.

15) The Developer shall comply with all the provisions related with Goods and Service Tax Act and all laws relating thereto with respect of the said Development Agreement.

16) Subject to the force majeure, the Developer shall construct the new building within 24 (twenty four) months from the date of execution hereof, and in case the Develop fails to complete the construction within the aforesaid stipulated time, in said case the, said period shall be extended for a further 06 (six) months and in case the Developer still fails to complete the construction of the said New Building within the said extended period in such case the Developer shall be liable to pay to the Owner compensation of rupees one lakh per month till the completion of the project.

PART-IX

MISCELLANEOUS:

1) That the Owner shall be entitled to transfer or otherwise deal with the Owner allocation in the said building at his own discretion.

2) That it is agreed that from the date of signing of this agreement the Developer shall pay and discharge all taxes and outgoings including municipal taxes that may be lived by any public body or authorities in respect of the said property and the Developer shall indemnify or keep indemnified that owners from the Third Party claim.

3) That the owner shall be entitled to visit or inspect the construction work and to look in the progress herein if necessary to be accompanies by his own engineer.

4) That all risk, responsibilities, liabilities shall be with the Developer viz the work of construction and allied nature of things and the land owner shall not be liable for such things or to any one including matters relating to direct taxes and dealing with the flat buyers.

5) That the Developer shall at liberty to advertise in the daily news paper for sale of the flat to be constructed on the said land and to put their banners on the land to employ Durwan, Care-taker for safety of the project to invite the

applications from the intending purchaser/s and to all the acts, deeds and things as may be necessary or negotiate with the intending buyers to prepare the necessary deeds of sale after collection of the payment from the buyers as per Agreement between themselves provided that the terms and conditions of such Agreement of Sale Deed do not effect any reasonable interest or right of the Owner relating to the possession the Owner's allocation PROVIDED THAT all costs and expenses incidental charges, to all at, deed and things shall be borne by the Developer or intending buyers.

6) All costs, taxes, charges and expenses including Architect's fees shall be discharged and paid by the Developer and the Owner shall not be responsible in this context.

7) The Owner shall be entitled to transfer or otherwise deal with the Owner's allocation in the building at his own discretion.

8) That the Flat of the .Owner shall be completed as per specification attached herewith this Agreement but any

additional work which are to be done at the Owner's allocation, the same would be informed to the Developer for such additional works in writing.

9) The common parts and portions in the said building and the said Premises as such as shall be necessary or be required and as thought fit and determined by the Owner for the beneficial enjoyment of all the occupants/allottees/ transferee of both the part of parties hereto and such common parts and portions shall be declared and/or identified by the Owner only upon the completion certificate is granted by the authorities concerned. The common parts and the common amenities in the aforesaid building, however, shall be strictly as per the provision of West Bengal Housing Industry Regulation Act, 2017 (WBHIRA) and/or Real Estate (Regulation and Development) Act, 2016 (RERA).

10) This original Joint Venture Agreement in respect of the said property shall be kept at the city office of the Developer or at

the office of its agent and shall be open for inspection of the intending purchasers/banks.

11) As and when required, the Owner shall be bound to show all the original deeds of the said property to any intending purchasers/ banks.

12) That the Owner shall handover the Xerox copies of all the original Title Deeds and other connected papers to the Developer. The Owner shall be bound to return all the original title deed, chain deeds and other related and necessary documents in respect of the scheduled property to the Developer after handing over the possession of the Owner's Allocation and after receiving Completion Certificate from the Developer.

13) As soon as the Owner's allocation in the new building is completed, the Developer shall give written notice to the Owner requiring them to take possession of the Owner's allocation within 15 days from the date of such notice and in case of failure on the part of the Owner to take

possession, the Developer will be entitled to deliver possession of its allocated portion to the prospective purchasers of the Developer's allocation in the proposed building

14) Without first providing the Owner's allocated portion complete in all respects and useable under the law as well as completion of the common area and facilities as per specification provided in these presents or otherwise as may be mutually agreed in writing, the Developer shall not be permitted to and/or be entitled to grant and/or give possession or permit possession of by whatever name called of its allocated portion mentioned herein above or any part thereof in any manner whatsoever or to create any encumbrances and/or charges or lispendences thereto.

PART-X

FORCE MAJURE:

1) The Parties hereto shall not be considered to be liable for any obligations hereunder to the extent that the

performance of the relative obligations is prevented by the existence of Force Majeure.

2) Force Majeure shall mean flood, earth-quake, riot, war, storm, tempest, civil commotion, strike, lock-out and/or any other act or commission beyond the control of the Parties hereto.

PART-XI

JURISDICTION:

The Courts of Kolkata and its subordinate Courts of South 24-Parganas at Alipore shall have the jurisdiction to entertain and determine all actions and proceedings arising out of these presents between the parties hereto.

(ARBITRATION)

1) All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the arbitration of a single and sole Arbitrator or any person nominated by the

Owner herein and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996 and any amendments thereof. The Arbitrator shall have summary power The Arbitrator shall have power to give interim awards and/or directions.

2) The parties hereto agree and covenant with each other that they have full trust and faith in the single and Sole Arbitrator be nominated by the Owner and agrees not to challenge and/or dispute the same in any manner whatsoever or howsoever.

SCHEDULE-'A' ABOVE REFERRED TO:

(Description of the Entire Property to be developed)

ALL THAT piece and parcel of bastu land measuring about 22 (twenty two) Decimals more-or less and as per physical measurement 14 (fourteen) cottahs 04 (four) Chittacks 39 (thirty nine) Square Feet be the same a little more or less, together with old dilapidated structure standing thereon measuring about 3000 (three thousand) Square Feet more or less, lying and situated at Mouza- Purba Barisha, J.L. No. 23, comprised in R.S. Dag No. 1531, under R.S. Khatian No. 305 also known as Municipal Premises No. 264, Vidya Sagar Sarani,

Police Station- Thakurpukur, Post Office- Barisha, within the limits of the Kolkata Municipal Corporation, under Ward No. 124, Kolkata-700008, in the District of South 24-Parganas, together with all easement rights over the Road adjacent to the said Plot of Land excluding drain, including all rights, title, interest, shares and possession in respect of the said Plot of Land and the said property is butted and bounded in the manner as follows :-

Zone- Premises Not located on J.L Sarani (Ward 123, 124)

On the NORTH : By KMC Road Vidya Sagar Sarani;

On the SOUTH : By Premises No. 3 & 7, Vidya Sagar Sarani;

On the EAST : By Premises No. 18, Vidya Sagar Sarani;

On the WEST : By Dag No. 1531/2285.

SCHEDULE-"B" ABOVE REFERRED TO

(Description of the Owner's Allocation)

ALL THAT piece and parcel of 45% (forty five percent) of the total sanctioned area including 45% (forty five percent) of the car parking space of the proposed building including 45% of any additional saleable area or shop area, if any, out of the total constructed area available in the said newly constructed multistoried

building to be constructed as per building plan to be sanctioned regularized/altered by the Kolkata Municipal Corporation together with the common service areas, amenities and facilities of the proposed building together with proportionate undivided share of land with the right to the remaining constructed area constructed building on the *Schedule "A"* property, together with all right, title, interest and right of easement attached thereto forming out of the *Schedule-'A'* property.

AND

(Monetary Consideration)

Apart from the above mentioned Allocation, the Owner is further entitled to get a refundable money worth Rs. 80,00,000/- (Rupees eight lacs) only, by the Developer in the manner as follows :-

a) At the time of execution and signing of this Agreement a refundable sum of Rs. 50,00,000/- (Rupee fifty lacs) only.

b) Within 7 (seven) days of obtaining Building Sanction Plan from the Kolkata Municipal Corporation, the Owner is further entitled to get the remaining refundable money

worth Rs. 30,00,000/- (Rupees thirty lacs) only, by the Developer. In the event if the Developer fails to pay the said remaining refundable amount of Rs. 30,00,000/- (Rupees thirty lacs). The Developer shall be liable to pay interest at the rate of 18% p.a. to the Owners herein till the date of payment of the said amount to the Owners herein.

SCHEDULE-"C" ABOVE REFERRED TO

(Description of the Developer's Allocation)

ALL THAT piece and parcel of 55% of the total sanctioned area including 55% of the car parking space of the proposed building including 55% of any additional saleable area or shop area, if any out of the total constructed area available in the said newly constructed multistoried building to be constructed in accordance with the Building Sanctioned (revised and/or altered) Plan to be obtained from the office of the Kolkata Municipal Corporation, with all specification and fixtures and fittings, together with undivided or proportionate share in the land and building on the Scheduled A property together with all rights, title, interests and right of easements attached thereto, forming out of the *Schedule A* property.

SCHEDULE-"D" ABOVE REFERRED TO

(Works Specification)

STRUCTURE :	R.C.C. framed structure on pile foundation with brick walls (external and internal) as per drawing and design of the Architect.
BRICK WALL :	All exterior and interior walls shall be of quality bricks approved by developer's Engineer. The internal walls will be 5" thick and outside walls will be 8" thick.
FLOORING AND SKIRTING :	Bed rooms, Living cum Dining Room and Balcony Marble (Marwa) 2/2 feet, and Kitchen will be finished with Floor, Tiles wherever applicable. Entrance lobby, the all around open space will be finished with marble.
STEEL/CEMENT/ SAND/STONE CHIPS/ BRICKS:	Standard and specified quality available in the market.
KITCHEN :	R.C.C. Cooking Platform with 2.5ft height glaze tiles and Black stone top/Granite of the platform. One black stone or Stainless Steel sink be provided with one tap on the sink and another tap under the sink portion.

[illegible]

[illegible]

[illegible]

	painting. Toilet wall finish with glazed tiles upto door height.
Water Supply :	Overhead reservoir will be provided at top of the building as per design. Suitable electric pump will be installed at ground floor to deliver water to overhead reservoir to ensure round the clock water supply. Underground reservoir will be provided to preserve Corporation water supply. KMC water supply till underground reservoir be arranged by the Developer provided the cost of Water permission from KMC be borne by the Flat owners.
Sewerage and drainage :	Septic tank of suitable size, soil link, and outlets from toilets along with catch pits for collecting rain water and water from kitchen shall be provided. Wherever necessary both soil and rain water lines shall be connected to K.M.C. Sewer/ Drainage lines. All internal pipelines will be concealed type.
Roof :	Over the R.C.C. roof slab concrete screening with water proofing compound and net cement finish on top. 3'-0" height parapet wall plastered on

	both sides shall be provided all round the roof slab. Suitable rain water pipe for proper drainage of water from roof will be provided.
Compound :	Compound will be paved wherever required and shall be bounded with wall all around.

SCHEDULE -"E" ABOVE REFERRED TO

(Common areas and installations)

1) The foundation, columns, girders, beams supports, main wall, corridors, lobbies, stairs, stairways, landings, entrances, exits, pathways of the buildings and the said property.

2) Boundary walls and main gate of the said property.

3) Drainage and sewerage lines and other installations for the same (except only those installed within the exclusive area of any flat/unit/space).

4) Office room and caretaker's room on the ground floor.

5) Common bath and privy at the ground floor for use of caretaker, drivers, maintenance staffs of the said property.

6) Lift entrance and exit of the lift, lift landings on all floors Lifts, its equipments and installations, life well, machine room etc.

7) Electric substation and electrical wiring and other fittings (excluding only those installed with the exclusive area of any flat/unit/space).

8) Water pumps and motors with installations and room thereof.

9) Overhead and underground water reservoirs together with all common plumbing installations for carriage of water (save only those exclusively within for the exclusive use of any flat/unit/space).

10) Electrical Meter room/space, power/capacity, its equipments and installations and rooms/space therefore.

11) Such other common parts, areas, equipment, installations, fittings, fixtures and spaces in or about the land and the building as may be necessary for passage to and/or user the common by the co-owners.

SCHEDULE "F" ABOVE REFERRED TO

(Future Common Expenses for all the Flat Owners in the proposed building)

1) The proportionate expenses of maintaining, repairing, re-decorating etc of new building structure and rain water pipe, sanitary pipes, gas pipes and electrical pipes, wiring and installations in under or upon the building and enjoyed or used by the purchaser in common with the other Owners/ occupiers of other flat, and main entrance, passages, landing and stair cases of the building as enjoyed by the purchaser or user by the purchaser in the common with the other flat Owners and boundary walls of the building area.

c) [illegible]

d) The proportionate cost of [illegible] generator if applicable.

e) The proportionate capital or recurring expenditure for replacement and/or repairing of any common area and facilities and amenities.

f) The proportionate cost for any capital or recurring expenditure for replacement and/or repairing of such common services such as underground reservoir, over head tank, pump and pump room and other equipments what so ever which are or may be installed or situated in the common part and common portion of the building.

g) The proportionate costs for such other expenses as deemed necessary by the association for maintenance and upkeep of the building and/or general common area and facilities.

IN_WITNESSES_WHEREOF the **PARTIES** hereunto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED
By the Parties at Kolkata
In the presence of :

WITNESSES:

1) Saurabh Goyal
226, S.N. Pandit Street,
Kolkata - 700020

2) Mrinal Sardar
Batala, Silpara -
Natun pally Bagar Kol- 08.

Signature Of The **LANDOWNER/ FIRST PARRY**

AYUSHMAN CONSTRUCTION
Partner Partner

Signature Of The **DEVELOPER/ SECOND PARTY**

Drafted by me & prepared in my office :

(Deepraj Mukherjee)
Advocate
Enrolment No. F/1065/869/2016
Alipore Judges' Court,
Kolkata-700 027

Computer Print by me :

(ABHISHEK CHOWDHARY)
Alipore Judges' Court, Kol- 27

MEMO OF REFUNDABLE MONEY

RECEIVED of and from the within named Developer the within mentioned sum of Rs. 50,00,000/- (Rupees fifty lacs) only as an advance amount out of total refundable amount of Rs. 80,00,000/- (Rupees eighty lacs) only towards the Owner's Allocation in the manner as follows :-

MEMO

By Cheque No- 136618, Dated- 12/05/2021
Drawn on Punjab National Bank,
James Long Sarani Branch, Kolkata- 53. Rs. 50,00,000/-

Total Rs. 50,00,000/-

(Rupees fifty lacs) only

WITNESSESS :-

1) Saurabh Gupta
82B, S.N. Pandit Street,
Kolkata - 20

For JAISHREE TIEUP PVT. LTD.
Director

Signature Of The **LANDOWNER/ FIRST PARTY**

2) Bimal Sardar
Debala, Silpara
Nalim Opally Bagan Kol-28 -

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

Name ARUN KUMAR SUHASARIA

Signature Arun Kr. Suhasaria

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

Name Arijit Das

Signature Arijit Das

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

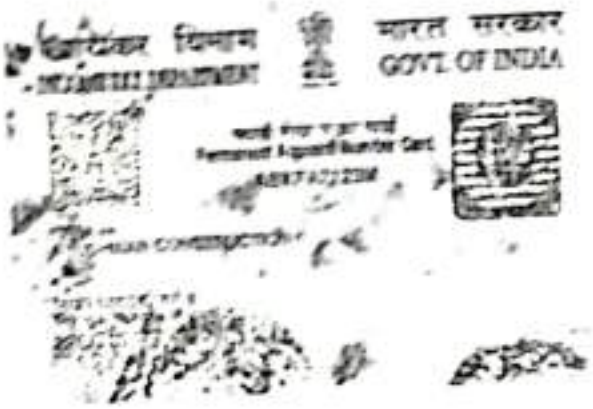
Name Sharna Das

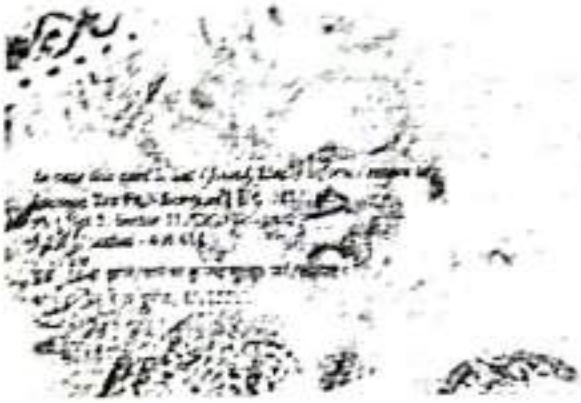
Signature Sharna Das

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

Name .....

Signature .....





आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

AVIJIT DAS

BISWANATH DAS

02/01/1984

BCSPD6318M

Avjit DAS

ভারতের নির্বাচন কমিশন

ELECTION COMMISSION OF INDIA

IDENTITY CARD

Elector's Name : [illegible]

Father's Name : Nagendra Chandra Das

Sex : M/M

Date of Birth : 01/01/1975

Address:

[illegible] KOLKATA

MUNICIPAL CORPORATION, TILJALA,

KOLKATA-[illegible]

Date: [illegible]

Registration Officer

140-Kolkata Constituency

Major Information of the Deed

Deed No :	I-1603-04139/2021	Date of Registration	12/05/2021
Query No / Year	1603-2000735036/2021	Office where deed is registered	
Query Date	07/04/2021 2:14:31 PM	1603-2000735036/2021	
Applicant Name, Address & Other Details	Deepraj Mukherjee 23, Santosh Roy Road,Thana : Thakurpukur, District : South 24-Parganas, WEST BENGAL, PIN - 700008, Mobile No. : 9903812759, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs 50,00,000/-]	
Set Forth value		Market Value	
		Rs. 1,11,20,031/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 20,021/- (Article:48(g))		Rs. 50,053/- (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:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Vidyasagar Sarani, Road Zone : (Premises Not located on J L Sarani (Ward : 23,124) --) , , Premises No: 264, , Ward No: 124 Pin Code : 700008

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		14 Katha 4 Chatak 39 Sq Ft		1,02,20,031/-	Property is on Road Adjacent to Metal Road,
	Grand Total :				23.6019Dec	0 /-	102,20,031 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3000 Sq Ft.	0/-	9,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 3000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
	Total :	3000 sq ft	0 /-	9,00,000 /-	

Land Lord Details :

Sl. No.	Name Address Photo Fingerprint and Signature
1	**JAISHREE TIE-UP PRIVATE LIMITED** 19A, Jawaharlal Neheru Road, 197/6, City:- Kolkata, , P O:- New Market, P.S:-Shakespeare Sarani, District:- Kolkata, West Bengal, India, PIN:- 700087 , PAN No.:: AAxxxxxx1H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	AYUSHMAN CONSTRUCTION 331, Vidyasagar Sarani, Flat No. 28A, City - , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700008 , PAN No : ABxxxxxx3M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Arun Kumar Suhasaria Son of Late Ramlal Suhasaria Date of Execution - 12/05/2021, , Admitted by: Self, Date of Admission: 12/05/2021, Place of Admission of Execution: Office	 May 12 2021 12:54PM	 LTI 12/05/2021	12/05/2021
	82B, Sambhunath Pandit Street, 4th Floor, City:- , P.O:- L R Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AMxxxxxx5H, Aadhaar No: 86xxxxxxxx8085 Status : Representative, Representative of : JAISHREE TIE-UP PRIVATE LIMITED (as Director)			
2	Name	Photo	Finger Print	Signature
	Mr Avijit Das (Presentant) Son of Late Biswanath Das Date of Execution - 12/05/2021, , Admitted by: Self, Date of Admission: 12/05/2021, Place of Admission of Execution: Office	 May 12 2021 12:49PM	 LTI 12/05/2021	12/05/2021
	4/1, Vidya Sagar Sarani, Notun Pally Bazar, Sander Para, Purba Barisha,, City:- , P.O:- Barisha, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BCxxxxxx8M, Aadhaar No: 59xxxxxxxx4438 Status : Representative, Representative of : AYUSHMAN CONSTRUCTION (as Partner)			
3	Name	Photo	Finger Print	Signature
	Mrs Jhama Das Wife of Mr Avijit Das Date of Execution - 12/05/2021, , Admitted by: Self, Date of Admission: 12/05/2021, Place of Admission of Execution: Office	 May 12 2021 12:56PM	 LTI 12/05/2021	12/05/2021
	4/1, Vidya Sagar Sarani, Notun Pally Bazar, Sander Para, Purba Barisha,, City:- , P.O:- Barisha, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CCxxxxxx5R, Aadhaar No: 43xxxxxxxx8294 Status : Representative, Representative of : AYUSHMAN CONSTRUCTION (as partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Ramkrishna Das Son of Late Nagendra Chandra Das 833, Anandapur, Flat No. 2A, First Floor, City - P.O - EKTP, P.S.-Tiljala, District - South 24-Parganas, West Bengal, India PIN - 700107			
	12/05/2021	12/05/2021	12/05/2021

Identifier Of Mr Arun Kumar Suhasaria, Mr Avijit Das, Mrs Jharna Das

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	JAISHREE TIE-UP PRIVATE LIMITED	AYUSHMAN CONSTRUCTION-23.6019 Dec

Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	JAISHREE TIE-UP PRIVATE LIMITED	AYUSHMAN CONSTRUCTION-3000.00000000 Sq Ft

On 12-05-2021

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 12:03 hrs on 12-05-2021, at the Office of the D S R. - III SOUTH 24-PARGANAS by Mr Avijit Das.

Certificate of Market Value(WB PUV rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,11,20,031/-

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

Execution is admitted on 12-05-2021 by Mr Arun Kumar Suhasaria, Director, JAISHREE TIE-UP PRIVATE LIMITED (Private Limited Company), 19A, Jawaharlal Neheru Road, 197/6, City:- Kolkata, , P.O:- New Market, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700087

Indetified by Mr Ramkrishna Das, , , Son of Late Nagendra Chandra Das, 833, Anandapur, Flat No: 2A, First Floor, P.O: EKTP, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700107, by caste Hindu, by profession Others

Execution is admitted on 12-05-2021 by Mr Avijit Das, Partner, AYUSHMAN CONSTRUCTION (Partnership Firm), 331, Vidyasagar Sarani, Flat No: 28A, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700008

Indetified by Mr Ramkrishna Das, , , Son of Late Nagendra Chandra Das, 833, Anandapur, Flat No: 2A, First Floor, P.O: EKTP, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700107, by caste Hindu, by profession Others

Execution is admitted on 12-05-2021 by Mrs Jhama Das, partner, AYUSHMAN CONSTRUCTION (Partnership Firm), 331, Vidyasagar Sarani, Flat No: 28A, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700008

Indetified by Mr Ramkrishna Das, , , Son of Late Nagendra Chandra Das, 833, Anandapur, Flat No: 2A, First Floor, P.O: EKTP, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700107, by caste Hindu, by profession Others

Payment of Fee

Certified that required Registration Fees payable for this document is Rs 50,053/- (B = Rs 50,000/- E = Rs 21/- H = Rs 28/- M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 50,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 06/05/2021 3:16PM with Govt. Ref. No: 192021220009363121 on 06-05-2021, Amount Rs: 50,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BCNZIT4 on 06-05-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 500/-, by online = Rs 19,521/-
Description of Stamp
1. Stamp Type: Impressed, Serial no L487142, Amount: Rs.500/-, Date of Purchase: 04/05/2021, Vendor name: Subhankar Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 06/05/2021 3:16PM with Govt. Ref. No: 192021220009363121 on 06-05-2021, Amount Rs: 19,521/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BCNZIT4 on 06-05-2021, Head of Account 0030-02-103-003-02

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2021, Page from 122193 to 122269

being No 160304139 for the year 2021.

Seal of the District Sub-Registrar III, South 24 Parganas, South 24 Parganas

Digitally signed by DEBASISH DHAR
Date: 2021.06.28 17:57:28 +05:30
Reason: Digital Signing of Deed

Dhar

(Debasish Dhar) 2021/06/28 05:57:28 PM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.

(This document is digitally signed.)