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

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Dist. Sub-Registrar-1
 Alipore, South 24 Parganas

30 MAR 2023

Corrections

DEVELOPMENT AGREEMENT

This AGREEMENT made this 30th day of March Two Thousand Twenty Three (2023) BETWEEN 1. SWAPAN KUMAR BOSE (PAN ACWPB0358A) Aadhaar No 6211 7746 9358 Mob No 8583007656 son of Late Bejoy Kumar Bose, by faith-Hindu, by occupation – Retired from Service, residing at 54/8, Phoolbagan Road, P.O. Baghajatin P.S. Jadavpur now Patuli, Kolkata – 700086 2. SAIBAL SAHA ROY (PAN AMAPS1946B) Aadhaar No 9794 2349 4148 Mob No 8617551796 son of Late Motilal Saha Roy

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S. No. 12098 Date 30/3/2023

Sold to Sanjay Das

of 54, Phool Basen Kolar

Rupees 10

[Signature]
Sanjay Das
Stamp Vendor
Alipora Police Court
South 24 Pgs., Kol-27

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Identified by
[Signature]
Adm
Soren B. C. Das
Alipora Police Court
[Signature]

District Sub-Registrar-I
Alipore, South 24 Parganas

30 MAR 2023

by faith-Hindu, by occupation – Service, residing at 54/9, Fulbagan Road , P.O. Baghajatin P.S. Jadavpur now Patuli, Kolkata – 700086 hereinafter called and referred to as the OWNERS/ FIRST PARTY (which term or expression unless excluded by or repugnant to the context shall be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the FIRSTPART.

AND

SANJOY BOSE (PAN AHPPBO296D) Aadhaar No 3488 6523 6749 Mob No 9836179386 son of Nirmal Chandra Bose, By faith Hindu, By Occupation Business residing at 54, Phoolbagan Road, P.O. Baghajatin P.S. Patuli Kolkata 700086 proprietor of M/S SANJAY CONSTRUCTION a proprietorship firm having its office at 54, Phoolbagan Road, P.O. Baghajatin P.S. Patuli Kolkata 700086 hereinafter called the 'DEVELOPER/ BUILDER (which term or expression unless excluded by or repugnant to the context shall be deemed to mean and include his

Sanjay Bose -

heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS Bejoy Kumar Bose was originally the sole and absolute owner of all that piece or parcel of land measuring about 2 Cottah 3 Chhitak 36 sq.ft with structure at Mouza Bademasur, J.L. No 31, E.P. No 165, S.P No 998 C.S. Plot No 272(P) under Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) Sub-Registration Office – Alipore with the Municipal Limits of the Kolkata Municipal Corporation Ward No. 101, being KMC Premises No 242 Purba Fulbagan and Fulbagan Road being Postal Address 54/8, Fulbagan Road, P.O. Baghajatin P.S. Patuli Kolkata 700086 by virtue of a registered Deed of Gift duly executed and registered on 03. 04..1989 by the Governor of the State of West Bengal as Donor under the disposal of the Refugee Relief and Rehabilitation Department, Government of West Bengal and registered in the office

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of the Additional District Registrar at Alipore South 24Parganas recorded in Book No. I, Volume No. 25, Pages 77 to 80, Being No. 181 for the year 1989 and being the Donee said Bejoy Kumar Bose accepted the said Deed of Gift by endorsing his signature therein.

AND WHEREAS being the lawful owner of the aforesaid property said Bejoy Kumar Bose absolutely seized and possessed of and/or well and sufficiently entitled to the said property without any interruption and hindrance from any quarter.

AND WHEREAS while thus in peaceful possession of the said property the said Bejoy Kumar Bose mutated his name in the Assessment Register of the Kolkata Municipal Corporation in respect of the said property which has been recorded as KMC Premises No 242 Purba Fulbagan and Fulbagan Road being Postal

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Address 54/8, Fulbagan Road , P.O. Baghajatin P.S.
Patuli Kolkata 700086.

AND WHEREAS being thus the said Bejoy Kumar Bose (now deceased) absolute owner and occupier of the said plot of land, died intestate on 10.06.2015 and his wife namely Smt Santi Bose died intestate on 11.02.2003 leaving behind their only son namely **Swapan Kumar Bose** owner herein as the legal heir and successor in respect of land measuring 2 Cottah 3 Chhitak 36 sq.ft with structure at Mouza Bademasur, J.L. No 31, E.P. No 165, S.P No 998 C.S. Plot No 272(P) under Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) Sub-Registration Office – Alipore with the Municipal Limits of the Kolkata Municipal Corporation Ward No. 101, being KMC Premises No 242 Purba Fulbagan and Fulbagan Road being Postal Address 54/8, Fulbagan Road , P.O. Baghajatin P.S. Patuli Kolkata 700086 in the District of South 24 Parganas and

Swapan Kumar Bose

subsequently the said Swapan Kumar Bose duly mutated his name in the record of Kolkata Municipal Corporation as the legal heirs and successor in respect of said land and structure. Vide Assessee No 31-101-16-0242-7 and paying tax regularly

AND WHEREAS Benoy Kumar Basu was originally the sole and absolute owner of all that piece or parcel of land measuring about 2 Cottah 3 Chhitak 9 sq.ft with structure at Mouza Bademasur, J.L. No 31, E.P. No 165A, S.P No 998/1 C.S. Plot No 272(P) under Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) Sub-Registration Office - Alipore with the Municipal Limits of the Kolkata Municipal Corporation Ward No. 101, being KMC Premises No 243 Purba Fulbagan and Fulbagan Road being Postal Address 54/9, Fulbagan Road, P.O. Baghajatin P.S. Patuli Kolkata 700086 by virtue of a registered Deed of Gift duly executed and registered on 03. 04..1989 by the Governor

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of the State of West Bengal as Donor under the disposal of the Refugee Relief and Rehabilitation Department, Government of West Bengal and registered in the office of the Additional District Registrar at Alipore South 24 Parganas recorded in Book No. 1, Volume No. 25, Pages 185 to 188, Being No. 1847 for the year 1989 and being the Donee said Benoy Kumar Basu accepted the said Deed of Gift by endorsing his signature therein.

AND WHEREAS being the lawful owner of the aforesaid property said Benoy Kumar Basu absolutely seized and possessed of and/or well and sufficiently entitled to the said property without any interruption and hindrance from any quarter.

AND WHEREAS while thus in peaceful possession of the said property the said Benoy Kumar Basu gifted all that piece or parcel of land measuring about 2 Cottah 3 Chhitak 9 sq.ft with structure at Mouza Bademasur, J.L.

Benoy Kumar Basu —

No 31, E.P. No 165A, S.P No 998/1, C.S. Plot No 272(P) under Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) Sub-Registration Office – Alipore with the Municipal Limits of the Kolkata Municipal Corporation Ward No. 101, being KMC Premises No 243 Purba Fulbagan and Fulbagan Road being Postal Address 54/9, Fulbagan Road, P.O. Baghajatin P.S. Patuli Kolkata 700086 to his son namely Shyamal Basu by virtue of Gift Deed which was registered in the office of Registrar of Assurances Calcutta on 6th May 1999 and recorded in Book No. I, Volume No. 61, Pages 236 to 263, Being No.1990 for the year 1999 and mutated his name in the Assessment Register of the Kolkata Municipal Corporation in respect of the said property which has been recorded as KMC Premises No 243 Purba Fulbagan and Fulbagan Road being Postal Address 54/9, Fulbagan Road, P.O. Baghajatin P.S. Patuli Kolkata 700086.

Suyam Basu -

AND WHEREAS while thus in peaceful possession of the said property, the said Shyamal Basu sold transferred and conveyed all that piece or parcel of land measuring about 2 Cottah 3 Chhitak 9 sq.ft with structure at Mouza Bademasur, J.L. No 31, E.P. No 165A, S.P No 998/1, C.S. Plot No 272(P) under Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) Sub-Registration Office – Alipore with the Municipal Limits of the Kolkata Municipal Corporation Ward No. 101, being KMC Premises No 243 Purba Fulbagan and Fulbagan Road being Postal Address 54/9, Fulbagan Road, P.O. Baghajatin P.S. Patuli Kolkata 700086 to Saibal Saha Roy Second part herein by virtue of sale Deed which was registered in the office of ADSR Alipore South 24 Parganas and entered in Book No. I, Volume No. 1, Pages 217 to 228, Being No.23 for the year 2001 and Saibal Saha Roy mutated his name in the Assessment Register of the Kolkata Municipal Corporation in respect of the said property which has been recorded as KMC Premises No

S. Saha Roy

243 Purba Fulbagan and Fulbagan Road being Postal Address 54/9, Fulbagan Road , P.O. Baghajatin P.S. Patuli Kolkata 700086 and paying tax regularly vide Assessee No 31-101-16-0243-9.

AND WHEREAS Swapan Kumar Bose and Saibal Saha Roy amalgamated two plots of land measuring area 2 cottahs 3 Chhitaks 36 sq.ft more or less together with tile shade structure measuring 250 sq.ft more or less and land measuring 2 (Two) Cottahs 3 (Three) Chittack 9 sq.ft more or less with 250 Sq.ft. more or less tile shed structure total land area measuring 4 Cottahs 7 Chittacks more or less with tile shade structure measuring 500 sq.ft more or less which lying and situated at Mouza Bademasur, J.L. No 31, E.P. No 165, 165A, S.P No 998, 998/1, C.S. Plot No 272(P) under Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) Sub-Registration Office – Alipore with the Municipal Limits of the Kolkata Municipal

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Corporation Ward No. 101, being KMC Premises No 242 & 243 Purba Fulbagan and Fulbagan Road being Postal Address 54/8 & 54/9, Fulbagan Road, P.O. Baghajatin P.S. Patuli Kolkata 700086 in the District of South 24 Parganas by virtue of amalgamation Deed which was registered in the office of DSR-I Alipore and entered in Book No I Volume No 1601-2022 Pages from 71085 to 71108 Being No 160101481 for the year 2022 and mutated their name in the record of Kolkata Municipal Corporation which is now known as KMC Premises No 243 Purba Fulbagan and Fulbagan Road being Postal Address 54/9, Fulbagan Road, P.O. Baghajatin P.S. Patuli Kolkata 700086 in the District of South 24 Parganas and paying tax regularly vide Assessee No 31-101-16-0243-9.

AND WHEREAS the party of the first part being thus absolutely seized and possessed of the said plot of land area measuring 4 Cottahs 7 Chittacks more or less with tile shade structure measuring 500 sq.ft more or less which

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lying and situated at Mouza Bademasur, J.L. No 31, E.P. No 165, 165A, S.P No 998, 998/1, C.S. Plot No 272(P) under Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) which is now known as KMC Premises No 243 Purba Fulbagan and Fulbagan Road under ward No 101 within Kolkata Municipal Corporation being Postal Address 54/9, Fulbagan Road, P.O. Baghajatin P.S. Patuli Kolkata 700086 in the District of South 24 Parganas described herein in schedule 'A' property could not maintain the building which is almost at the verge of demolition decided to develop the said property by erecting ownership residential flat or apartment in a multi storied building thereon upon complying the building rules of Kolkata Municipal Corporation with the help of some one who can develop the said property.

AND WHEREAS the owners with that object in view approached the party of the other part being termed as Builder/Developer herein having the experience to undertake such construction and entered into a Development Agreement to construct the


Singh B - -

said multi storied building containing several residential flats and other space for himself and also for sale to intending purchaser/purchasers along with undivided proportionate share of the land equivalent to construction of individual flats.

AND WHEREAS the party of the second part/Developer herein being thus approached by the said party of the First Part, agreed to exploit and develop the said landed property particularly described in the schedule A written hereunder by constructing a residential building upon demolition of the existing structure upon arrangement of funds by the said builder/Developer either from its own source and/or from the intending buyers of the undivided proportionate share of land with flats or apartments to be constructed in the said building hereby proposed to be constructed through the said Builder/Developer the party of the Second part.

AND WHEREAS the owner accepted the said proposal of the Builder/Developer subject to the terms and conditions herein after expressly described.

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

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1.OWNERS : shall mean 1. **SWAPAN KUMAR BOSE (PAN ACWPB0358A)** Aadhaar No 6211 7746 9358 Mob No 8583007656 son of Late Bejoy Kumar Bose, by faith-Hindu, by occupation – Retired from Service, residing at 54/8, Phoolbagan Road, P.O. Baghajatin P.S. Jadavpur now Patuli, Kolkata – 700086 2. **SAIBAL SAHA ROY (PAN AMAPS1946B)** Aadhaar No 9794 2349 4148 Mob No 8617551796 son of Late Motilal Saha Roy, by faith-Hindu, by occupation – Service, residing at 54/9, Fulbagan Road , P.O. Baghajatin P.S. Jadavpur now Patuli, Kolkata – 700086

2.BUILDER/DEVELOPER : shall mean **SANJOY BOSE (PAN AHPPBO296D)** Aadhaar No 3488 6523 6749 son of Sri Nirmal Chandra Bose, By faith Hindu, By Occupation Business residing at 54, Fulbagan Road, P.O. Baghajatin P.S. Patuli Kolkata 700086 proprietor of **M/S SANJAY CONSTRUCTION** a proprietorship firm having its office at 54, Fulbagan Road, P.O. Baghajatin P.S. Patuli Kolkata 700086.

Sanjoy Bose

3. THE SAID PROPERTY : shall mean all that piece or parcel of land area measuring 4 Cottahs 7 Chittacks more or less with tile shade structure measuring 500 sq.ft more or less which lying and situated at Mouza Bademasur, J.L. No 31, E.P. No 165, 165A, S.P No 998, 998/1, C.S. Plot No 272(P) under Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) which is now known as KMC Premises No 243 Purba Fulbagan and Fulbagan Road under ward No 101 within Kolkata Municipal Corporation being Postal Address 54/9, Fulbagan Road, P.O. Baghajatin P.S. Patuli Kolkata 700086 in the District of South 24 Parganas .

4. BUILDING : shall mean and include the proposed multi storied building to be constructed at the said property and particularly mentioned in the schedule B written hereunder.

5. COMMON FACILITIES : shall mean and include roof, corridors, ways, stairs, passage, Lift, Boundary wall provided by the Developer, water pump, meter and other facilities which will

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be provided by the Builder/Developer in the new building as described in schedule 'E' & 'F' written hereunder.

6. SALEABLE SPACE : shall mean and include the space in the proposed new building as will be available as per terms of this agreement for exclusive use and utilization by the builder/developer after making due provision for common facilities and space required thereof and after making provision of Owner's allocation and proportionate share in land.

7. OWNER'S ALLOCATION IN THE NEW BUILDING : shall

mean Owners ~~_____~~

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shall get 50% of constructed area (all floor including one flat on first floor South - East - North ^{& Front} side) as owners allocation of the proposed multi storied building with proportionate share of land including common areas with facilities in the all floor as per sanction building plan and owner No-1 will get Rs 5,00,000/- and owner No 2 will get Rs 50,000/- totally Rs.5,50,000/- (Five Lakhs Fifty Thousand) only as forfeited money which will be paid by the Developer to the owners

Swaraj Kumar Prasad

Swaraj Kumar Prasad

out of which Rs 3,00,000/- (owner No 1) and Rs 50,000/- (owner No 2) totally Rs 3,50,000/- (Three Lakhs Fifty Thousand) only through cheque vide No 010919 & 015779 drawn on Bank of Maharashtra has been paid at the time of signing this agreement and balance money will be paid within 15 days after sanction of building plan.

8. DEVELOPER/S BUILDERS/ALLOCATION : shall mean the remaining portion of the proposed multi storied building with undivided proportionate share of land.

9. THE ARCHITECT : shall mean such person or persons with requisite qualification who will be appointed by the builder/Developer for designing and planning of the proposed new building.

10. BUILDING PLAN : shall mean such plan prepared by the Architect for the construction of the new building as described in Schedule B written hereunder.

11. TRANSFER : with it's grammatical variations shall include transfer by possession and by any other means adopted for

Singh B. — /

effecting what is understood as a transfer of space in multistoried building to builder or his nominated purchaser thereof without causing in any manner inconveniences or disturbances to the owner's allocation.

12.TIME : shall mean the construction shall be completed within 18 months from the date of sanction plan and extra 6 months for natural calamity.

13. COMMENCEMENT This Agreement shall be deemed to have commenced with effect from the date of execution of this agreement.

14. Name of the Building shall be decided with consent of Developers/Flat Owners.

15.Owner's Rights and obligations :

- a) The owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property described in the schedule A below before construction of proposed building as per this agreement and has absolute right title and interest to deal with the same and in the manner herein mentioned.

Singh B. —

- b) None other than the owner herein has any right, title, claim and/or demand over and in respect of the said premises and/or any portion thereof before construction of proposed building as per this agreement.
- c) There is no excess vacant land in the said property within the meaning of the urban land (ceiling & Regulation Act, 1976).
- d) Owners herein are liable to deliver proper documents in respect of said premises as an absolute owner.

16. CONSIDERATION : In consideration of the owner having agreed to permit the Builder/Developer to commercially exploit the said property and to construct erect and build a new building in accordance with the specifications and material description which are stated in details in schedule 'F' below in the land described in schedule 'A' written hereunder.

- a) The Builder/Developer shall provide flats to the owner in the new building as per owner's allocation mentioned in clause 7 herein above in this agreement.

17. BUILDER'S/DEVELOPER'S RIGHTS :

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- a) All applications, plans and other paper and documents which are required by the Builder/Developer for the purpose of obtaining plan for necessary construction shall be submitted to the KMC and its different offices and other statutory activities by the Builder/Developer on behalf of the owner at it's own costs and expenses and the Builder/Developer shall pay all charges and bear all fees including Architect's fees.
- b) The owners hereby grant subject to what has been hereudner provided exclusive right to the builder/Developer to build and to exploit commercially the said plot of land and to take all necessary steps thereto in accordance with the plan. Developer/Builder shall handover the owner's allocation in accordance with the specifications, more fully described in the schedule 'D' below and the builder/developer shall construct and complete the flats in accordance with the plan within stipulated period.
- c) The Builder/Developer shall bear all costs, charges and expenses for the construction of all the residential flats

Singh B.

including owner's allocation and the said owner's allocation will be made fit for occupation with proportionate rights in all manner and portions of the said building at the costs and expenses of the Builder/Developer. The Developer will obtain completion certificate from the concerned department with his own expenses.

18. POSSESSION

1. The owners shall vacate the existing building along with the land appurtenant therein as described in the Schedule A and shall deliver free, quite, peaceful and unencumbered exclusive vacant possession of the property to the Builder/Developer and as per agreement the Builder/Developer shall be entitled to obtain vacant possession of the premises upon demolition of the existing structure of the building and take away the old materials of the demolished building in to the Builder/Developer's custody at their own costs and also to survey the said land and to do all necessary jobs for the purpose of construction of the proposed building in terms of this agreement.

Singh B. -

2. The Builder/Developer shall complete the owner's allocation of the proposed building positively within 18 months from the date of sanction plan on the said premises unless prevented by any unforeseen circumstances beyond the control of the builder/developer. And hand over the owner's allocation in finished and habitable condition with all arrangement and other necessary fittings as per specifications described in Schedule 'D' below.

3. The owner shall have absolute right to transfer or otherwise deal with the owner's allocations along with proportionate share in common areas and common passage without any reference to the Builder/Developer or any person or persons whatsoever upon getting possession of his allotted respective portion.

4. The Builder/Developer shall have exclusive right, title and interest to the Builder/Developer's allocation in the new building with exclusive undisturbed right to transfer, sale and/or otherwise deal with or dispose of the same without however affecting any right, title claim or interest therein as per this agreement whatsoever of the owner and the owner shall not in

Singh B. -

any way interfere with or disturb the quiet and peaceful possession of the Builder/Developer's allocation. The owner shall be liable to execute any deed for registration in favour of related person to make free title of the said premises.

5. The owner hereby further undertakes to give the Builder/Developer the Developer power of Attorney in a form and manner reasonably required for the purposes of smooth construction work in terms of this deed and to deal with by way of transfer and dispose off Builder/Developers allocation. It is further understood however that such dealings shall neither in any way fasten or create any financial or legal liability upon the owners nor there shall be any clause inconsistent with or against the terms mentioned in this agreement.

19.COMMON EXPENSES:

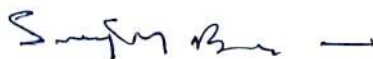
- a) The Builder/Developer shall pay and bear all property taxes and other dues and out goings in respect of the said building accruing due as and from the date of handing over vacant possession of the land or part thereof by the owner to the builder/developer for the construction.

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- b) As soon as the new building is completed within the time herein before mentioned, the Builder/Developer shall deliver to the owner his allocation in terms of this agreement and according to the specifications as described herein and plan thereof and certificate of Architect.

20.OWNERS' OBLIGATION

- a) The owner shall give unencumbered land and premises simultaneously with the execution of this deed of agreement to the Builder/Developer.
- b) The owner hereby covenants with the Builder/Developer not to cause any hindrance in the construction of the building at the said property by the Builder/ Developer
- c) The owners hereby agrees to covenant with the Builder/ Developer not to do any act or deed or things whereby the Builder/ Developer may be prevented from selling assigning and/or disposing of any part or portion of the Builder/ Developer's allocation in the building or for the said property

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save and except the right of proportionate share in the land of the owner.

d) The owner hereby agree and covenant with the Builder/Developer not to let out, grant, lease, mortgage and/or charge the allocated portion of the Builder/Developer in the super built up construction, but shall have all those rights of alienation in respect of their allocated portion upon getting possession on completion of the building, to any person/persons, company/ companies. The Builder/ Developer also shall have no right to let-out, grant, lease, mortgage and/or charge the allocated super built up areas of the owner.


e) The owner hereby declare in clear and unequivocal terms that neither he nor his heirs and representatives after execution of this agreement shall encumber or otherwise transfer the land described in the Schedule 'A' and shall abide this stipulation set out in the agreement itself.

f)The Builder/ Developer will have the right to enter into agreement for sale of the flats and/or space of the proposed building(excepting the reserved flats mentioned in clause 7

Singh B. -

herein above of owners along with the proportionate undivided share in land and in common portion) with any intending purchasers. The Builder/Developer shall also be entitled to take earnest and/or consideration money for proportionate share in land and construction cost as advance as well as consideration money from any intending purchaser or purchasers in respect of the flats of the proposed building allotted to the Builder/ Developer.

g) Upon execution of this Agreement, the Owners/ First Party shall execute a Development Power of Attorney in favour of the Builder/ Developer or it's nominee or nominees authorising the Builder/ Developer or it's nominee or nominees as the case may be for taking all necessary steps in connection with the property described in the Schedule A written hereunder and to represent the owners before the B.L.&L.R.O. Kasba, Kolkata Municipal Corporation, and Kolkata Police, Fire Brigade and any other authorities including State or Central Government in connection with the construction of the proposed building and also to sign application, schemes, Maps, Drawings, Plans and other writings in his behalf and also to appear before any authorities and also

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to execute agreement for sale of flats as well as deed of conveyance in respect of portions allotted to the Builder/ Developer and to receive considerations thereof.

21 BUILDER/ DEVELOPER'S OBLIGATION

The Builder/ Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions of rules applicable for construction of the building and shall positively complete the construction within 18 months from the date of sanction plan of the said premises and shall positively deliver owner's allocation within a month thereafter.

- a) To provide two temporary residential accommodation to the owners of the land till the completed flats of the owner allocation in the proposed new building is delivered to him and the Developer will bear monthly rent @ Rs 10,000/- only per month of the each temporary accommodation till the date of delivery of the possession of the owner allocation.
- b) Original Deed and others documents in respect of the property will be handed over by the owner to the Developer and the developer will be bound to return the said original documents after completion of the building.

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- c) The Developer will be liable to pay Rs 1000 per month as damages charges after expiring of the stipulated period i.e. 18+6 months from the date of sanction plan of the said premises.
- d) The Developer will arrange Electricity meter at the cost of owner in respect of Owner-Allocation.

22. OWNERS' INDEMNITY

The Owner hereby undertake that he will positively deliver the vacant unencumbered possession of the said property to the Builder/ Developer from the day as per Agreement mentioned herein above.

23. Builder/ Developer's Indemnity:

- a) The Builder/ Developer hereby undertake to keep the owner indemnified against all third party claims and notices arising out of any sort of act or commission or commission of the Builder/ Developer in or in relation to the construction of the said new Building strictly in terms of the plan.

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24. The Agreement herein made shall not be treated as Partnership between the owner and the Builder/ Developer. The Builder/ Developer is given the absolute rights to develop the said property as aforesaid for commercial exploitation of Builder/Developer's allocation in lieu of owners' allocation in terms of this Agreement.

25. Nothing in these presents shall be construed as a demise or assignment or conveyance in land by the owner of the said property or any part thereof to the Builder/ Developer or as creating any right, title and interest in respect of thereof in the Builder/ Developer other than a exclusive license to the Builder/ Developer to commercially exploit the same to his benefit in terms hereof provided However the purchasers/ transferees out of the developer allocation shall be entitled to borrow money from any Bank or Banks or any private financial institutions for the purpose of purchasing flats/ space without creating any financial liability on the owner and for that purpose the Builder/Developer shall keep the owner indemnified against any action suits and proceedings and costs charges and expenses in respect thereof.

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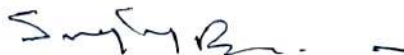
26. The original Agreement and certified copy of a duly attested copy of the original Deeds and documents of title in respect of the said property shall be kept at the city office of the Builder/ Developer or at the office of their agents for the inspection of the intended purchaser or purchasers.

27. The Builder/ Developer hereby declare that they have entered into this Agreement upon relying on the owners' representation and bonafide about their title to the said property described in the Schedule A written hereunder.

28. The Builder/ Developer, without prejudice to the rights and contentions of the owner, in this agreement, shall be entitled to enter into in their said capacity with any other building contractor, architect and others for carrying out the said development at their risk and costs.

29. FORCE MAJEURE:

a)The respective parties herein mentioned shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations was



prevented by any force majeure and this contract shall remain suspended during the period of such force majeure, if any.

b) The term force majeure shall mean floods, earth-quake, riots, war storm, tempest civil commotion, strikes, lock-outs and/or any other act or commission beyond the control of the Parties hereto.

30. ARBITRATION: Any dispute or differences on any matter relating to the terms and condition of this Agreement herein between the Parties hereto shall be referred to arbitration under the provisions of the Indian Arbitration Act, 1940 and/or any other statutory modifications made thereto.

SCHEDULE 'A' REFERRED TO ABOVE

ALL that piece or parcel of land area measuring 4 Cottahs 7 Chittacks more or less with tile shade structure measuring 500 sq.ft more or less which lying and situated at Mouza Bademasur, J.L. No 31, E.P. No 165, 165A, S.P No 998, 998/1, C.S. Plot No 272(P) under Police Station Jadavpur now Patuli, in the District

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of 24-Parganas (South) which is now known as KMC Premises No 243 Purba Fulbagan and Fulbagan Road under ward No 101 within Kolkata Municipal Corporation being Postal Address 54/9, Fulbagan Road, P.O. Baghajatin P.S. Patuli Kolkata 700086 in the District of South 24 Parganas which is butted and bounded in the manner following :-

ON THE NORTH : 10 Feet wide Road
ON THE SOUTH : 8 Feet wide Road
ON THE EAST : other plot
ON THE WEST : Other Plot

SCHEDULE 'B' REFERRED TO ABOVE
(PROPOSED BUILDING)

ALL THAT the piece and parcel of proposed multi storied building to be constructed according to specification mentioned in schedule F as per plan in the land described in schedule A above having all the common facilities as described in schedule E written hereunder.

SCHEDULE 'C' REFERRED TO ABOVE

Singh B. —

(OWNER'S ALLOCATION IN THE MULTI STORIED BUILDING)

ALL THAT Owners shall get 50% of constructed area (all floor including one flat on first floor front side) and Owners ~~also~~ shall get 50% of constructed area (all floor including one flat on first floor South - East - North side) as owners allocation of the proposed multi storied building with proportionate share of land including common areas with facilities in the all floor as per sanction building plan and owner No 1 will get Rs 5,00,000/- and owner No 2 will get Rs 50,000/- totally Rs.5,50,000/- (Five Lakhs Fifty Thousand) only as forfeited money which will be paid by the Developer to the owners out of which Rs 3,00,000/- (owner No 1) and Rs 50,000/- (owner No 2) totally Rs 3,50,000/- (Three Lakhs Fifty Thousand) only through cheque vide No 010919 & 015779 drawn on Bank of Maharashtra has been paid at the time of signing this agreement and balance money will be paid within 15 days after sanction of building plan.

SCHEDULE 'D' REFERRED TO ABOVE
(DEVELOPER/S BUILDERS/ALLOCATION)

All that piece parcel of the remaining portion of the proposed

Sudip Kumar Bora

Sudip B. —

multi storied building except owners allocation with undivided proportionate of land including common areas with facilities.

SCHEDULE 'E' REFERRED TO ABOVE
COMMON AREAS & FACILITIES

1. Stair case on all the floors of the building with roof
2. Common passage including main entrance leading to the respective allotted flats.
3. Water pump and water tank under ground reservoir, Septic tank, overhead tank and water supply line.
4. Electric meter for pump installation and other common electrical service in the building and the meter room if any.
5. Drainage sewerage systems.
6. Boundary walls and main gate.


Such other common parts, equipment's installations, fixtures, fittings and spaces for occupancy of the respective portions in the building.

SCHEDULE 'F' REFERRED TO(SPECIFICATION OF WORK)

Foundation : Sand filling with isolated footings.

R.C..C. Frame Structures;

Wall : **Internal wall and ceiling finished with putty and inside painting;**



- Stair : Marble and iron bar
- Brick work : Brick
- Floor : Partex /Marble
- Toilet & Kitchen : Granite stone slab and steal sink with tiles and PVC. pipe for water line and tap
- Door : Main Door will be wooden door and other flash door with wooden frame with a collapsible gate(only owner allocation)
- Windows : Aluminum Sliding window with Iron grill
- Electricians : Conceal wiring by Fenolex wire . With one Geyser point and one A.C. Point
- Sanitary and Plumbing : Hindware/ parryware
- Basin/Pan/ Commode : Hindustan made.
- Water Supply : 24 hours water supply municipal. water through PVC pipe.
- Roof Treatment : Chemical treatment
- Outside of Building weather coat colour
- Roof Wall Boundary 3 feet
- Entrance : One Gate and secured boundary wall
- Lift Facilities : Four person capacity
- .Meter Flat Owners will get Electricity meter separately with own cost from concern authority

Extra charge will be paid for extra work

Signature

IN WITNESS WHEREOF the Owners/Vendors and Developer hereunto set and subscribed their respective hands and seals this the day month and year first above written.

SIGNED SEALED AND DELIVERED to

In the presence of :-

Swapna Kumar Bora
 Chakraborty

WITNESSES :

1. Biswanath Mukherjee
 53/B, Purba Phool Bagan
 Kolkata - 700086
2. Chandan Bhattacharya
 Alipore Police Court
 Calcutta.

 SIGNATURE OF THE
 OWNERS

 SIGNATURE OF THE
 BUILDER/DEVELOPER

Drafted by :

Partha Pratim Das
 Advocate,
 High Court, Calcutta
 Bar Association Room No. 13,

F-639/1999

Typed by Kankari Anand Kumar

Alipore Police Court

MEMO OF CONSIDERATION

RECEIVED this sum of Rs.3,50,000/- (Rupees Three Lakhs Fifty Thousand) only from the Developer as per forfeited money out of total forfeited money of Rs.5,50,000/- (Rupees Five Lakhs Fifty Thousand) only against within mentioned property in the manner following :-

By Cheque No cheque vide No 010919 & 015779 drawn on Bank of Maharashtra Rs 3,50,000/-

Total

Rs 3,50,000/-

Swapan Kumar Borik

*[Signature]*WITNESSES :

1. *[Signature]* Dhanraj Dhanraj
53/B Phul Bazar Kankar

7000'86

SIGNATURE OF THE OWNERS

2. *[Signature]* Chandan Bhowmik,
Alipore Police const
1st '27.












Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature







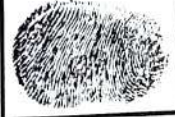




Thumb 1st finger Middle Finger Ring Finger Small Finger

	left hand					
	right hand					

Name

Signature *Suresh Kumar Bore*

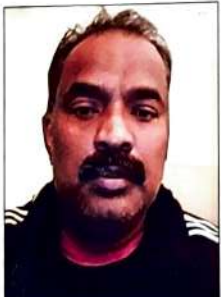










Thumb 1st finger Middle Finger Ring Finger Small Finger

	left hand					
	right hand					

Name

Signature *Shahans*

Thumb 1st finger Middle Finger Ring Finger Small Finger

	left hand					
	right hand					

Name

Signature *Surya Pr...*



GRN



[Handwritten signature]

District Sub-Registrar-I
Alipore, South 24 Parganas

30 MAR 2023

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



192022230353975331

GRN Details

GRN: 192022230353975331 Payment Mode: Online Payment
GRN Date: 30/03/2023 11:21:54 Bank/Gateway: State Bank of India
BRN: IK0CEFVKE7 BRN Date: 30/03/2023 11:23:06
GRIPS Payment ID: 300320232035397531 Payment Init. Date: 30/03/2023 11:21:54
Payment Status: Successful Payment Ref. No: 2000778790/3/2023
[Query No*/Query Year]

Depositor Details

Depositor's Name: SANJOY BOSE
Address: 54, FULBAGAN ROAD,
Mobile: 8961663303
Contact No: 9433069769
Depositor Status: Buyer/Claimants
Query No: 2000778790
Applicant's Name: Mr PARTHA PRATIM DAS
Identification No: 2000778790/3/2023
Remarks: Sale, Development Agreement or Construction agreement Payment No 3
Period From (dd/mm/yyyy): 30/03/2023
Period To (dd/mm/yyyy): 30/03/2023

Payment Details

SL No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000778790/3/2023	Property Registration- Stamp duty	0030-02-103-003-02	7021
2	2000778790/3/2023	Property Registration- Registration Fees	0030-03-104-001-16	5521
			Total	12542

IN WORDS: TWLEVE THOUSAND FIVE HUNDRED FORTY TWO ONLY.

Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



300320232035397531

GRIPS Payment Detail

GRIPS Payment ID: 300320232035397531 Payment Init. Date: 30/03/2023 11:21:54
Total Amount: 12542 No of GRN: 1
Bank/Gateway: State Bank of India Payment Mode: Online Payment
BRN: IK0CEFVKE7 BRN Date: 30/03/2023 11:23:06
Payment Status: Successful Payment Init. From: GRIPS Portal

Depositor Details

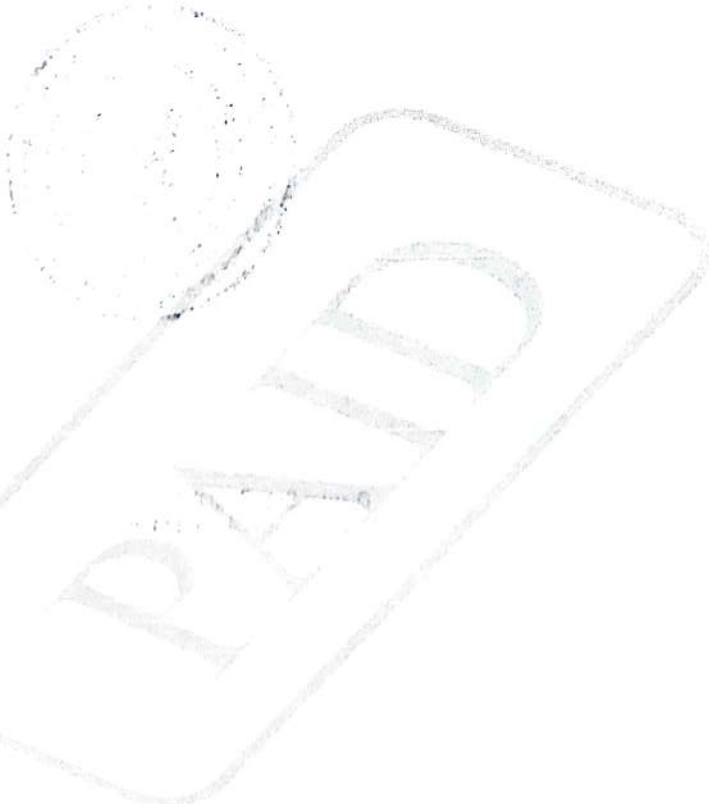
Depositor's Name: SANJOY BOSE
Mobile: 8961663303

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230353975331	Directorate of Registration & Stamp Revenue	12542
Total			12542

IN WORDS: TWLEVE THOUSAND FIVE HUNDRED FORTY TWO ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.



Major Information of the Deed

Deed No :	I-1601-00718/2023	Date of Registration	30/03/2023
Query No / Year	1601-2000778790/2023	Office where deed is registered	
Query Date	23/03/2023 12:57:35 PM	D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	PARTHA PRATIM DAS ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9433069769, 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 : 5,50,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 46,87,874/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,121/- (Article:48(g))	Rs. 5,553/- (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:- Patuli, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Purba Phool Bagan And Phool Bagan Road, , Premises No: 243, , Ward No: 101 Pin Code : 700086

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	4 Katha 7 Chatak	1/-	45,52,874/-	Width of Approach Road: 10 Ft.,
Grand Total :				7.3219Dec	1 /-	45,52,874 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	1/-	1,35,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		500 sq ft	1 /-	1,35,000 /-	




Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Swapan Kumar Bose Son of Late Bejoy Kumar Bose Executed by: Self, Date of Execution: 30/03/2023 , Admitted by: Self, Date of Admission: 30/03/2023 ,Place : Office			 30/03/2023
	54/8, Phoolbagan Road, City:- , P.O:- Baghajatin, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700086 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: acxxxxxx8a, Aadhaar No: 62xxxxxxx9358, Status :Individual, Executed by: Self, Date of Execution: 30/03/2023 , Admitted by: Self, Date of Admission: 30/03/2023 ,Place : Office			
2	Name	Photo	Finger Print	Signature
	Mr SAIBAL SAHA ROY Son of Late MOTILAL SAHA ROY Executed by: Self, Date of Execution: 30/03/2023 , Admitted by: Self, Date of Admission: 30/03/2023 ,Place : Office			 30/03/2023
	54/9, FULBAGAN ROAD, City:- , P.O:- BAGHAJATIN, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700086 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AMxxxxxx6B, Aadhaar No: 97xxxxxxx4148, Status :Individual, Executed by: Self, Date of Execution: 30/03/2023 , Admitted by: Self, Date of Admission: 30/03/2023 ,Place : Office			




Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MS SANJAY CONSTRUCTION 54, PHOOLBAGAN ROAD, City:- , P.O:- BAGHAJATIN, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086 , PAN No.:: AHxxxxxx6D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr SANJAY BOSE (Presentant) Son of Mr NIRMAL CHANDRA BOSE Date of Execution - 30/03/2023, , Admitted by: Self, Date of Admission: 30/03/2023, Place of Admission of Execution: Office	 Mar 30 2023 2:07PM	 LTI 30/03/2023	 30/03/2023
54, PHOOLBAGAB ROAD, City:- , P.O:- BAGHAJATIN, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx6D, Aadhaar No: 34xxxxxxxx6749 Status : Representative, Representative of : MS SANJAY CONSTRUCTION (as)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr PARTHA PRATIM DAS Son of Late B C DAS ALIPORE COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027	 30/03/2023	 30/03/2023	 30/03/2023
Identifier Of Mr Swapan Kumar Bose, Mr SAIBAL SAHA ROY, Mr SANJAY BOSE			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Swapan Kumar Bose	MS SANJAY CONSTRUCTION-3.66094 Dec
2	Mr SAIBAL SAHA ROY	MS SANJAY CONSTRUCTION-3.66094 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Swapan Kumar Bose	MS SANJAY CONSTRUCTION-250.00000000 Sq Ft
2	Mr SAIBAL SAHA ROY	MS SANJAY CONSTRUCTION-250.00000000 Sq Ft

On 30-03-2023

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:35 hrs on 30-03-2023, at the Office of the D.S.R. - I SOUTH 24-PARGANAS by Mr SANJAY BOSE .

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 46,87,874/-

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

Execution is admitted on 30/03/2023 by 1. Mr Swapan Kumar Bose, Son of Late Bejoy Kumar Bose, 54/8, Phoolbagan Road, P.O: Baghajatin, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by Profession Retired Person, 2. Mr SAIBAL SAHA ROY, Son of Late MOTILAL SAHA ROY, 54/9, FULBAGAN ROAD, P.O: BAGHAJATIN, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by Profession Service

Indetified by Mr PARTHA PRATIM DAS, , Son of Late B C DAS, ALIPORE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 30-03-2023 by Mr SANJAY BOSE, , MS SANJAY CONSTRUCTION (Sole Proprietorship), 54, PHOOLBAGAN ROAD, City:- , P.O:- BAGHAJATIN, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086

Indetified by Mr PARTHA PRATIM DAS, , Son of Late B C DAS, ALIPORE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,553.00/- (B = Rs 5,500.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 5,521/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/03/2023 11:23AM with Govt. Ref. No: 192022230353975331 on 30-03-2023, Amount Rs: 5,521/-, Bank: State Bank of India (SBIN0000001), Ref. No. IKOCEFVKE7 on 30-03-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 7,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 12098, Amount: Rs.100.00/-, Date of Purchase: 30/03/2023, Vendor name: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/03/2023 11:23AM with Govt. Ref. No: 192022230353975331 on 30-03-2023, Amount Rs: 7,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IKOCEFVKE7 on 30-03-2023, Head of Account 0030-02-103-003-02



Tabis Ansari
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1601-2023, Page from 27362 to 27409
being No 160100718 for the year 2023.



Digitally signed by MD TABIS ANSARI
Date: 2023.04.04 16:33:36 +05:30
Reason: Digital Signing of Deed.

(Tabis Ansari) 2023/04/04 04:33:36 PM

DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)