

000767/2021

T. 0745/2021

भारतीय गैर न्यायिक
भारत INDIA

रु. 500



FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIAN NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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

L.V. R 3,28,92,567 L 484365

C. Case No. 157 D. 09/03/2021

J (I) Rs. 250/-
J (II) Rs. 350/-
Total Rs. 600/-

District Sub-Registrar
Alipore South 24

Realised on 09/03/2021
D.S. R-1
Alipore South 24 P-1

10 MAR 2021

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT IS
MADE ON THIS THE 09TH DAY OF MARCH
2021 (TWO THOUSAND & TWENTY ONE)

Biman Mallik

Sudipt Mallik

Md. Tohida Khan

Shubel Naha Panerjee

9.3.21
9-3-444892/21

- 1 MAR 2021

SL No. 24

Rs. 500/-

Name: SABYASACHI ARNAB (ADV)
Judges' Court, Alipur, Kol-27

Address:

SABYASACHI ARNAB (ADV)
Judges' Court, Alipur, Kol-27

Mal
Kamal Dutta
Stamp Vender
Alipore Police Court
Kol-27

Bhudeb Nath Banerjee

 506

Bhudeb Nath Banerjee

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Biman Mallick

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Bidyut Mallick

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District Sub-Registrar-I
Alipore, South 24 Parganas

Md. Tariq Alam

09 MAR 2021

Identified by me:-

Sujit Bhatta

S/O Late B.K. Bhatta

Law clerk

Alipore Judges' Court, Kol-27

BY & BETWEEN

SRI BHUDEB NATH BANERJEE (also known as BHUDEB NATH BANDO PADHYAY) (PAN ADKPB 9699 F) (ADHAAR NO. 5736 3865 9184) (Mobile No. 9831145368), son of Late Manmatha Nath Banerjee, by religion Hindu, by nationality Indian, , a retired person, of 190, Brahmapur, Post Office Brahmapur, Police Station Bansdrone, Kolkata 700096, District : South 24- Parganas, West Bengal and presently residing at 401, Barakhola, Mukundapur, ' Avidipta 1 ', Block 2G, Flat No. 1001, 10th Floor, Post Office Kalikapur, Police Station Furba Jadavpur, Kolkata 700099, District : South 24 Parganas, West Bengal, hereinafter called mentioned and referred to as the LAND OWNER (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives & assigns) of the FIRST PART ;

AND

SRISTI CONSTRUCTION (PAN ACKFS 3575 L) (Ref. Mobile No. 9831512883), a Partnership Firm, having it's Office at 101, Brahmapur, Post Office Brahmapur, Police Station Bansdrone (previously Regent Park), Kolkata 700096, District : South 24- Parganas, West Bengal and being represented by it's PARTNERS namely (1) SRI BIMAN MALLICK (PAN AGUPM 3674 L) (AADHAAR NO. 3935 9769 7306) (Mobile No. 9830677049), (2) SRI BIDYUT MALLICK (PAN AHOPM 8558 L) (AADHAAR NO. 6890 3997 3801) (Mobile No. 9831240287), -- both are sons of Late Santosh Mallick, by religion Hindu, by nationality Indian, by occupation Business, residing at A/78, Gostotala, New Scheme, Garia, Post Office Garia, Police Station Bansdrone (previously Regent Park), Kolkata 700084, District : South 24- Parganas, West Bengal AND (3) MD. TOFIQ ALAM (PAN ANAPA 7105 M) (AADHAAR NO. 9068 9746

Md. Tofiq Alam

Bidyut Mallick

Biman Mallick

Bhudeb Nath Banerjee

1617) (Mobile No. 9831512883), son of Late Md. Yasin Ansari, by faith Islam, by nationality Indian, by occupation Business, residing at Kasturi Park, Kumrokhali South, Kolkata 700103, Post Office : Narendrapur, , Police Station Narendrapur (previously Sonarpur), District : South 24- Parganas, West Bengal, hereinafter called and referred to as the DEVELOPER FIRM (which term or expression shall unless excluded by and repugnant to the context be deemed to mean and include its successors-in-office, legal representatives & assignees) of the SECOND PART.

ARTICLE - I : DERIVATION OF TITLE [RECITAL]

1) One Anupama Debi became the sole & absolute Owner in respect of Land Property measuring about 106 (One Hundred & Six) Satak (decimal), comprising in the then C.S. Dag No.819, appertaining to the C.S. Khatian No. 484, of Mouza Brahmapur, , J. L. No. 48, Touzi No. 60, the then Police Station Sadar Tollygunge, the then District South 24 Parganas, by way of purchase against payment of a fair consideration amount to the then sole & absolute Owner & Possessor of the same one Renukabala Majumder, wife of Ratish Chandra Majumder, by virtue of a Bengali Deed of Sale dated 18.11.1948, which was registered at the Office of the District Sub-Registrar at Alipore and recorded in Book No. I. Volume No. 69, from 221 to 226 Pages and Being No. 3754 for the year 1948.

2) During her sole, absolute & peaceful possession & enjoyment of the said Property the above named Anupama Debi recorded her name as the sole & absolute Owner in respect of the Property in the books & records of the Competent Authority and a new Khatian No. had been generated in her name being No. 646 which has been considered in the R.S. Records of Right as R.S. Khatian No. 646 and the Dag No. remains same as C.S. & R.S. Dag No.819.

3) Subsequently the above named Anupama Debi, out of her said property sold and/or conveyed 102 (One Hundred & Two) Satak to one

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Nanibala Debi, wife of Manmatha Nath Bandopadhyay and Bimal Chandra Roy, son of Bijoy Chandra Roy, by virtue of execution of a Bengali Deed of Sale on 27.01.1960, which was - registered at the Office of the Sub-Registrar Alipore Sadar and recorded in Book No. I. Volume No. 22, from 135 to 141 Pages and Being No. 638 for the year 1960.

4) On and from the date of purchase of the said property the above named Nani Bala Debi and Sri Bimal Chandra Roy became the joint OWNERS in respect of the entire property in respect of the entire property, having 50% undivided & un-partitioned share each.

5) During their such joint & absolute possession & enjoyment of the said Property, the above named Sri Bimal Chandra Roy against receipt of a fair consideration amount sold and/or conveyed his undivided & un-partitioned 50% share in respect of the Property to SRI SHIV SANKAR BANDOPADHYAY & SRI BHUDEV NATH BANDOPADHYAY, both sons of Manmatha Nath Bandopadhyay, by virtue of execution of a Bengali Deed of Sale on 14.06.1961, which has been registered at the Office of the Sub-Registrar at Alipore Sadar and recorded at Book No. I, Volume No. 110, from 71 to 74 and Being No. 5645 for the year 1961.

6) On 29.11.1963 the above named recorded Owner Anupama Debi subsequently sold and/or conveyed the remaining 04 (Four) Decimal of Land Property, comprising in C.S. & R.S. Dag No. 819, appertaining to the C.S. Khatian No. 484, R.S. Khatian No. 646, of Mouza Brahmapur, J. L. No. 48, R.S. No. 169, Touzi No. 60, Pargana Magura, Police Station the then Sadar Tollygunge, District : the then 24 Parganas to and in favour of the above named Shiv Sankar Bandopadhyay against receipt of a fair consideration amount and by virtue of execution of a Bengali Deed of Sale, which has been registered at the Office of the Sub-Registrar at Alipore Sadar and recorded at Book No. I, Volume No. 171, from 223 to 228 and Being No. 9302 for the year 1963.

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7) It is to be mentioned here that after purchasing the share of Bimal Chandra Roy, the above named Shiv Sankar Bandopadhyay & Bhudeb Nath Bandopadhyay have become the joint Owners with the remaining co-owner the above named Nani Bala Debi and started to possess & enjoy the property jointly & absolutely as per their respective share & possession. The ratio of ownership of Nani Bala Debi, Shiv Sankar Bandopadhyay & Bhudeb Nath Bandopadhyay in respect of the entire property was 50% : 25% : 25% i.e., 2 : 1 : 1, but for the purpose of undisputed and for better use & enjoyment of the property, they partitioned the Property amicably by virtue of execution of a Bengali Deed of Partition on 22.01.1982 which was registered at the Office of District Sub Registrar at Alipore and recorded at Book No. 1, Volume No. 23, from 225 to 234 Pages and Being No. 621 for the year 1982.

8) Thereby the above named Shri Bhudeb Nath Bandopadhyay has been allotted with the exclusively demarcated Land Property measuring about 25½ Decimal and accordingly the above named Nani Bala Debi & Shiv Sankar Bandopadhyay were also allotted with their individually demarcated share of land in respect of the entire joint property.

9) On 22.01.1982 the above named Shiv Sankar Bandopadhyay bestowed his individual 04 (Four) Decimal of Land (which he purchased from the above named Anupama Debi) to and in favour of the above named Shri Bhudeb Nath Bandopadhyay by virtue of execution of a Bengali Deed of Gift on 22.01.1982, which was registered at the Office of the District Sub-Registrar Alipore and recorded at Book No. 1, Volume no. 23, from 235 to 238 Pages, and Being No. 622 for the year 1982.

10) Be it mentioned here that by virtue of the said Partition Deed, the above named

Nani Bala Debi was allotted with individual demarcated 51 (Fifty One) Decimal of Land out of the total divisible 102 Decimal of land

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property and started to possess & enjoy the same solely & absolutely mutuating her name in the books & records of the Concerned Authority.

11) During her such sole, absolute & peaceful possession & enjoyment of the said Property, the above named Nani Bala Debi bestowed about 7 (Seven) Cottah 8 (Eight) Chittak of Land to and in favour of her daughter Smt. Rama Chattopadhyay by virtue of execution of a Bengali Deed of Gift dated 08.02.1982 registered at the Office District Sub Registrar Alipore and recorded at Book no. 1, Volume No. 38, from 129 to 133 Pages and Being No. 1256 for the year 1982 and thereafter the above named Nani Bala Debi started to possess & enjoy the rest of the Properties solely & absolutely and without any disturbance and/or hindrance from anybody.

12) During her such sole, absolute & peaceful possession & enjoyment of the said Property, she died intestate on 12.04.2003 leaving behind her two sons namely Sri Shiv Sankar Bandopadhyay & Sri Bhudeb Nath Bandopadhyay (also known as Bhudeb Nath Banerjee) and three daughters namely Smt. Rama Chatterjee, Smt. Uma Bhattacharjee and Smt. Gouri Roy to succeed her Estate & Properties in equal share as per the Hindu Law of Succession.

13) During her such sole, absolute & peaceful possession & enjoyment of the said Property, she died intestate on 12.04.2003 leaving behind her two sons namely Sri Shiv Sankar Bandopadhyay & Sri Bhudeb Nath Bandopadhyay (also known as Bhudeb Nath Banerjee) and three daughters namely Smt. Rama Chatterjee, Smt. Uma Bhattacharjee and Smt. Gouri Roy to succeed her Estate & Properties in equal share as per the Hindu Law of Succession.

14) Accordingly each of the heirs of the above named Nani Bala Debi has their undivided & un-partitioned individual share of Land Property measuring about 04 (Four) Cottah 10 (Ten) Chittack 32 (Thirty Two) Sq. Ft. out of the remaining possess-able property of Nani Bala Debi

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comprising in C.S. & R.S. Dag No. 819, appertaining to the R.S. Khatian No. 646 of Mouja Brahmapur.

15) Afterwards on 20.06.2012 to facilitate the above named Sri Bhudeb Nath Bandopadhyay (also known as Bhudeb Nath Banerjee) to use & enjoy his exclusive share of Land Property measuring about 04 (Four) Cottah 10 (Ten) Chittack 32 (Thirty Two) Sq. Ft. in individual demarcated way, the other heirs of Nani Bala Debi namely Shiv Sankar Banerjee, Smt. Rama Chatterjee, Smt. Uma Bhattacharjee and Smt. Gouri Roy jointly executed a Bengali Deed of Gift to and in favour of the above named Sri Bhudeb Nath Bandopadhyay (also known as Bhudeb Nath Banerjee). The said Deed has been registered at the Office of the District Sub-Registrar I at Alipore and recorded at Book No. 1, CD Volume no. 10, from 1397 to 1413 Pages, Being No. 02253 for the year 2012.

16) In the way the above named Sri Bhudeb Nath Banerjee has become the Owner in respect of 03 adjacent Plots of Land and mutated his name in the books & records of the B.L. & L.R.O. in respect of the said 03 Plots of Land measuring about 15 Cottah 06 Chittack 37.8 Sq. Ft. (i.e., 25½ Satak) ; 02 Cottah 06 Chittack 32.4 Sq. Ft. (04 Satak) and 04 Cottah 10 Chittack 32.4 Sq. Ft. (7.7 Satak) i.e., equal to 22 Cottah 08 Chittack 12.6 Sq.Ft., but by any means in the record of the Kolkata Municipal Corporation, the total area of the Property has been recorded as 22 Cottah 11 Chittack.

In this context it must be mentioned here that as per the physical measurement of the Property, the net possess-able area of the Land comes to 22 Cottah 08 Chittack 13 Sq. Ft. as per the physical measurement as taken by a technical person.

ARTICLE - II : SUBJECT MATTER OF THE AGREEMENT.

1) The Owner absolutely seized and possessed of the piece and parcel of lan measuring 22 Cottah 08 Chittack 12.586 Sq. Ft. equivalent to 1506.186 Sq. Mt. be the same a little more or less lying & situate at C.S. &

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R.S. Dag No. 819, appertaining to the C.S. Khatian No. 484, R.S. Khatian No. 646, of Mouza Brahmapur, J.L. No. 48, R.S. No. 169, Touzi No. 60, Police Station : Bansdroni, District : South 24- Parganas, now known as Premises No. 190, Brahmapur, (Local Address D-1, Brahmapur More), Ward No. 111, Borough No. XI of Kolkata Municipal Corporation, Police Station : Bansdroni, Kolkata : 700096 having the Assessee No. 31-111-06-0190-0 more-fully and particularly described in Schedule 'A' hereunder written and hereinafter referred to as the "said Premise".

2) The object of the present agreement is the development and commercial exploitation of the said premise.

3) The Owner herein above being desirous of developing and exploiting commercially the property specifically mentioned in the schedule "A" and the owner herein above having agreed has approached the Developer herein to do so to which the Developer agreed to develop the aforesaid property by raising a multi-storied building thereon after demolishing the old & existing structure standing thereon for mutual benefit and consideration.

4) After being satisfied with the discussion, the Parties herein named have ultimately decided to enter into an Agreement for Development on the basis of various mutually settled terms & conditions and ultimately a Development Agreement has been executed on 12.06.2019 among the Parties considering the same as the Primary Agreement so that the Partners of the Developer Firm can be able to take charge of the Project and to settled all its related records, papers & documents so that the Property must become fit to materialize the Development Project by raising a multi storied Building thereon and to facilitate the Partners of the Developer Firm with the power & authority to perform the needful required acts, deeds & jobs, the Land Owner herein named also executed a General Power of Attorney appointing the Partners of the Developer Firm herein named as the Constituted Attorneys to act and/or perform all necessary acts, deeds & performances on

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the basis of the terms as detailed there in the said General Power of Attorney. The said General Power of Attorney was executed on 12.06.2019 and registered at the Office of the District Sub-Registrar I at Alipore and recorded in Book No. IV, Volume No. 1601-2019, from 3162 to 3181 Pages and Being No. 160100130 for the year 2019.

5) By virtue of the authority under the said Development Agreement dated 12.06.2019 and based on the Power availed through the General Power of Attorney dated 12.06.2019, the Partners of the Developer Firm started to take necessary steps to regularize the Property as also its related papers & documents to make the Property fit for development by raising a multi-storied building thereon after demolishing the old & existing structure standing thereon.

6) After making the Property and its papers & documents regularized to make the Property fit for development by raising a multi-storied building thereon, the Developer Firm has further proceeded to prepare a Building Plan through Competent Engineer and Architect to get the same sanctioned from the Competent Authority of the Kolkata Municipal Corporation and towards the same as per the provision of the acts & rules of the Kolkata Municipal Corporation, the required Boundary Declaration, Strip of Land Declaration and Splay Corner Declaration have been executed & registered at the initiation, arrangement & cost of the Developer Firm. Out of those, the Boundary Declaration has been executed on 11.11.2019, registered at the Office of the District Sub-Registrar I at Alipore and recorded in Book No. I, Volume No. 1601-2019, from 164422 to 164437 Pages and Being No. 160103344 for the year 2019 ; the Strip of Land Declaration has been executed on 22.09.2020, registered at the Office of the District Sub-Registrar I at Alipore and recorded in Book No. I, Volume No. 1601-2020, from 55008 to 55027 Pages and Being No. 160101101 for the year 2020 and the Splay Corner Declaration has been executed on 22.09.2020, registered at the Office of the District Sub-Registrar I at Alipore

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and recorded in Book No. 1, Volume No. 1601-2020, from 55028 to 55046 Pages and Being No. 160101102 for the year 2020.

7) Afterwards getting the satisfactory consent from the Land Owner herein named in respect of the proposed Building Plan prepared by the deputed, competent architect & engineers of the Developer Firm, the Building Plan was submitted before the Concerned Authority of the Kolkata Municipal Corporation to avail the required sanction of the Building Plan. After compliance of all the provisions & procedures as per the acts & rules of the Kolkata Municipal Corporation and specifically Building Department, the required Building Plan has been sanctioned by the Competent Authority of the Kolkata Municipal Corporation has sanctioned the same vide Building Permit No. 2020110178, dated 13.10.2020 of Borough No. XI, under the Plan Case No. 2019110360.

8) After availing the sanction Building Plan the Partners of the Developer Firm as also the Land Owner herein named had an ultimate discussion among themselves towards their specific Allotment in respect of the Flats & the Car Parking Spaces as also on other various related issues and on the basis of mutual settlement among them they have decided to execute this very Development Agreement on the basis of the mutually settled Terms & Conditions.

9) It is to be specifically mentioned that the Parties here in have entered into the Development Agreement dated 12.06.2019, where under it was settled that the Allocation of the Land Owner and the Developer Firm will be 50:50 ratio i.e., out of the proposed Project, 50% of the Flat & Car Parking will be allotted to the Land Owner exclusively and 50% of the Flat & Car Parking will be allotted to the Developer Firm. Be it mentioned here that the Allocation of the Land Owner and the allocation of the Developer Firm together with the undivided & un-partitioned proportionate share & interest in the land and the Premises along with the common rights, facilities, amenities & portions to be there within the Project for common use and

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Pooja K. Chatterjee

Srinivasa Mallik

Shubhojit Banerjee

enjoyment of all the Owners and & Occupiers of the Project coupled with liabilities and responsibilities to be observed and carried out by the owners and occupiers of the project. The Roof, Lift, open space and the Staircase portion of the Building will remain common to both the Parts herein or their subsequent transferees. Over and above the Developer Firm will be liable to pay to the Land Owner a lump sum amount of Rs.35,00,000/- (Rupees Thirty Five Lakh) and Rs.2,00,000/- (Rupees Two Lakh) on account of cost of Debris of the demolition of the existing structure at present standing on the aforesaid premises. It was further agreed upon, that out of Rs.35,00,000/- (Rupees Thirty Five Lakh), Rs.15,00,000/- (Rupees Fifteen Lakh) has to be paid at the time of signing of the Primary Development Agreement and the balance Rs.20,00,000/- (Rupees Twenty Lakh) has to be paid after sanctioning of the Building plan.

In this context it must be mentioned here that the above mentioned payments have already been made as per the details mentioned under the MEMO of the Receipt attached herewith.

10) Now after availing the sanctioned Building Plan, the actual scenario of the proposed construction has become clear to both the Parts herein named and for the same to avoid future complication and/or contradiction among the Parties, Land Owner and the Partners of the Developer Firm on the basis of mutual discussion have decided to have their respective specific allotments as mentioned afterwards under Article VIII and more-fully detailed under Schedule 'B' of the instant Agreement

11) It has been specifically agreed by & between both Parts herein named that the Allotments as detailed under the Schedule 'B' herein will be considered as the Finally Settled Allotment/Allocation to the respective Parties, unless there is any other amendment made and agreed upon through valid documentation with the right to dispose off and/or transfer the same to anybody against any consideration as per their respective decision without any claim, demand, objection and interference whatsoever

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by the other Part, rather if necessary each of the Parts herein named will remain obliged to cooperate with the other in all lawful and possible ways.

ARTICLE - III : OWNER'S REPRESENTATION

It has already been declared by the Land Owner herein named that :-

1) The Land Owner herein named is the sole & absolute Owner & Possessor in respect of the Property being Premise No. 190, Brahmapur (Local Address D-1, Brahmapur More), Ward no. 111, Borough no. XI of Kolkata Municipal Corporation, Police Station : Banskroni, Kolkata : 700096, having the Assessee No. 31-111-06-0190-0, as more-fully & particularly described under the Schedule ' A ' herein ;

2) Except the Land Owner herein named nobody else has any right, title, interest, claim or demand whatsoever or howsoever into or upon the Property as mentioned under the Schedule ' A ' herein ;

3) The Property as mentioned under the Schedule ' A ' herein is free from all encumbrances, charges, liens, lispensens, attachments and trusts, whatsoever or howsoever ;

4) There is no notice of acquisition or requisition from any Competent Authority served upon the Land Owner herein named or any his representatives in respect of the Property as mentioned under the Schedule ' A ' herein ;

5) The said property does not fall under the Urban Land (Ceiling & Regulation) Act, 1976.

6) There is no impediment for the Land Owner herein named to obtain Clearance Certificate under the Income Tax act, relying on the aforesaid representations and believing the same to be true and acting on the faith thereof that the Developer Firm has agreed to Develop the Property as mentioned under the Schedule ' A ' herein, for the consideration and on the Terms & Conditions as mentioned in the instant Document.

7) If any of the afore stated Declaration emerges in future as false and/or misleading, then and in that case the Land Owner herein named

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and/or his heirs and/or successors etc. will remain fully responsible and/or obliged to substantiate the damages to be incurred by the Developer Firm herein named in respect of this Project.

NOW THIS AGREEMENT WITNESSETH as follows :-

ARTICLE - IV : DEFINITIONS

Unless there is anything repugnant to or inconsistent within this Document :-

1) LAND OWNER shall mean the above named SRI BHUDEB NATH BANERJEE (who also known BHUDEB NATH BANDOPADHYAY), son of Late Manmatha Nath Banerjee, of 190, Brahmapur, Post Office Brahmapur, Police Station Bansdrani, Kolkata 700096, District : South 24-Parganas, West Bengal and presently residing at 401, Barakhola, Mukundapur, ' Avidipta I ', Block 2G, Flat No. 1001, 10th Floor, Post Office Kalikapur, Police Station Purba Jadavpur, Kolkata 700099, District: South 24 Parganas, West Bengal and/or his heirs, successors, legal representatives administrators, executors & assigns.

In this context it must be mentioned here that, during the pendency of the Project if unfortunately the Land Owner dies, then and in that case his legal heir/s will replace him as the Land Owner/s of the Project and shall enjoy the benefits of the agreement and will remain positively bound to accept the terms & conditions of the instant Agreement and will remain further bound to execute and/or enter into any required Document and if necessary make the same registered (including execution & registration of Supplementary Agreement & Power of Attorney) with and/or in favour of the Developer Firm, for the purpose of successful materialization of the Project. This condition will remain effective without prejudicing the right & authority of the Land Owner herein named to take any decision towards making any further arrangement in respect of his share out of the Project without disturbing any interest of the Developer firm herein named.

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Bhudeb Nath Banerjee

2) DEVELOPER shall mean and include the above named Developer firm namely SRISTI CONSTRUCTION, a Partnership Firm, having its Office at 101, Brahmapur, Post Office Brahmapur, Police Station Bansdrani (previously Regent Park), Kolkata 700096, District : South 24-Parganas, West Bengal and being represented by its Partners namely (1) SRI BIMAN MALLICK (2) SRI BIDYUT MALLICK, -- both are sons of Late Santosh Mallick and of A/78, Gostotala, New Scheme, Garia, Post Office Garia, Police Station Bansdrani (previously Regent Park), Kolkata 700084, District : South 24- Parganas, West Bengal AND (3) MD. TOFIQ ALAM, son of Late Md. Yasin Ansari and of Kasturi Park, Kumrokhali South, Post Office : Narendrapur, Police Station Narendrapur (previously Sonarpur), Kolkata 700103, District : South 24- Parganas, West Bengal and/or Developer Firm's successors-in-office, legal representatives, executors, administrators, transferees/nominees & assignees.

3) TITLE DEEDS shall mean all the Deeds relating to the title of the entire Property under the afore-mentioned Premises No. 190, Brahmapur (Local Address D-1, Brahmapur More), Kolkata 700096, having the Assessee No. 31-111-06-0190-0.

4) RELATED PAPERS & DOCUMENTS shall mean all the related papers & documents in relation with the entire Property under the afore-mentioned Premises No. 190, Brahmapur, Kolkata 700096, such as Records of Right (PARCHAS), documents of Kolkata Municipal Corporation, documents of B.L. & L.R.O., Death Certificates, Declaration of Genealogy (if required) and any other document for the purpose of establishing the required title, right, interest & possession in respect of the Property under the afore-mentioned Premises, which are the subject matter of the Project.

5) PREMISES/PROPERTY shall mean documentarily ALL THAT the Land Property measuring about 1506.186 Sq. Mt. { i.e. 22 (Twenty Two) Cottah 08 (Eight) Chittack 13 (Thirteen) Sq. Ft. }, within the District : South 24-Parganas, Police Station Bansdrani (formerly Regent Park), under

Md. Tofiq Alam

Bidyut Mallick

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Bhudeb Nath Roy

Mouja Brahmapur, J. L. No. 48, Touji No. 60, R. S. No. 169, appertaining to the C. S. Khatian No. 484, corresponding to the R. S. Khatian No. 646, comprising in C. S. & R. S. Dag No. 819, within the ambit of the Kolkata Municipal Corporation Ward No. 111 and being known as the Premises No. 190, Brahmapur (local address D-1, Brahmapur More), Kolkata 700096 and having the Assessee No. 31-111-06- 0190-0, which is more-fully described under the Schedule 'A' herein.

6) PROPOSED BUILDING shall mean the Multistoried Buildings which are to be constructed at the Premises No. 190, Brahmapur (local address D-1, Brahmapur More), Kolkata 700096.

7) BUILDING PLAN shall mean such plan/s of the proposed Buildings (which includes structural plan, elevation plan, drainage plan etc.) prepared by the deputed Architect & Engineer and being approved by any Structural Engineer for the purpose of construction of the proposed Building and has been accepted & sanctioned by the Competent Authority of the Kolkata Municipal Corporation, vide Building Permit No. 2020110178, dated 13.10.2020 of Borough No. XI, under the Plan Case No. 2019110360.

Be it mentioned here that the Building Plan has been sanctioned in the name of the Land Owner above named and at the cost & initiation of the Developer Firm having scope of addition, alteration and/or modification to be made by the Developer Firm as per the requirement and with the guidance of the Concerned Engineer-in-Charge of the Project keeping such changes and/or modification and/or alteration within the purview of the applicable Building Rules of the Concerned Authority and it will be the responsibility of the Developer Firm to regularize those addition/s, alteration/s or modification/s complying the provision of the Act and/or Building Rules of the Competent Authority without any unethical objection by anybody whatsoever .

Mr. T. T. Singh

Bidpat Mallik

Bintom Mallik

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8) Be it mentioned here that the respective addition, alteration, deviation and/or modification will be the responsibility of the respective Party to this Agreement and/or their respective successor/s, legal representative/s, assignee/s and/or transferee/s.

9) COMMON AREAS, FACILITIES & AMENITIES shall mean and include the boundary walls, main gate/s, entrance to the Premises, walk ways & drive ways, open to sky spaces around the buildings, common entrance of the respective Building, common passages within the respective Building, respective stair cases, stair landings, lift, lift duct, lift shaft, lift operation system, underground / semi under-ground water reservoir, overhead water tank, water supply system of the respective Building (including the motor pump and water supply lines etc.), the ultimate roof & stair head space, Common bath cum privy (if any), drainage system of the Buildings and/or Premises, sanitary & excretory system of the Buildings and/or Premises (including septic tank, pits etc.), electricity supply system of the Buildings and/or Premises, space for installation of common & other individual meters of the Buildings, common cables & conduits and any other facilities and/or amenities to be there or to be installed subsequently at or within the Buildings and/or Premises for the purpose of common use & enjoyment of the inhabitants of the Premises.

10) FLAT AREA shall mean and include the entire floor area of an individual Flat plus 100% area of the outer walls of the said Flat plus 100% area of the internal partition walls of the Unit and 50% of the partition walls which separates one individual unit from the adjacent other individual unit/s.

11) COVERED AREA : For the Entire Building shall mean the enjoyable area within the Building covered by outer walls and roof. For an Individual Unit shall mean the individual area of an Unit/Flat covered with outer walls and roof which includes the entire floor area plus 100% area of the outer walls plus 100% area of the internal partition wall of the Unit plus

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50% of the partition walls which separates one individual unit from the adjacent other individual unit/s plus proportionate share of the staircase, stair landing, common corridor, lift space and any other service area.

12) BUILT-UP AREA : Built-up area of an individual flat shall mean the entire floor area of an individual Flat plus 100% area of the outer walls of the said Flat plus 100% area of the internal partition wall of the Unit and 50% of the partition walls which separates one individual unit from the adjacent other individual unit/s plus proportionate share of the stair case, stair landing, common corridor, lift space, any other service area and the proportionate share of all constructed amenities and/or facilities to be used commonly by the individual Owner of the Units such as septic tank, underground/semi-underground water reservoir, overhead tank (if casted) or any other construction at or within the Premises to be used commonly as also the proportionate area of the roof.

13) SUPER BUILT-UP AREA of an individual Unit/Flat shall mean and include the total Built-Up Area of an Unit/Flat plus 30% (Thirty Percent) of the Built-Up Area.

14) PARKING SPACE shall mean number of car parking slots identified with variable measurements and areas as detailed under the tables of Schedule 'B' herein.

15) OWNERS' ALLOCATION shall mean the Allocation as detailed in the Schedule ' B ' hereunder written. Any other mutual understanding and/or in writing understanding as may be made previously will not be considered hence further in any way whatsoever.

Be it mentioned here that the Allocation of the Land Owner will be coupled with the proportionate share & interest of the Land within the Premises together with all the common rights, facilities & amenities along with the duties to be performed and liabilities to be carried out and the Roof, Lift and the Staircase portion of the Building will remain common to both the Parts herein or their subsequent transferees.

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16) DEVELOPER'S ALLOCATION shall mean the Allocation as detailed in the Schedule 'B' here under written. Any other mutual understanding and/or in writing understanding as may be made previously will not be considered hence further in any way whatsoever.

Be it mentioned here that the Allocation of the Developer will be coupled with the proportionate share & interest of the Land within the Premises together with all the common rights, facilities & amenities along with the duties to be performed and liabilities to be carried out and the Roof, Lift and the Staircase portion of the Building will remain common to both the Parts herein or their subsequent transferees.

17) TRANSFERABLE SPACE shall mean any Flat/Unit and/or Car Parking/ Garage Space and/or any other Space out of the Buildings and/or Premises meant for individual use and/or enjoyment along with the common areas, facilities and/or amenities to be transferred to anybody (against consideration of money and/or love & affection) subject to the decided duties to be performed and liabilities to be carried out.

18) TRANSFER shall mean the process of the transfer of title along with right, interest & possession by the Land Owner or the Developer Firm to and in favour of anybody by any means of consideration and also by way of execution & registration of proper, valid and acceptable document of transfer.

ARTICLE - V : COMMENCEMENT & DURATION

1) The effect of this Agreement will commence on and from the date of execution of this very Agreement, subject to the alteration depending upon execution of any other bilateral document and the effect of the previous agreement dated 12.06.19, as also the terms & conditions of the same will be merged with this very Agreement.

2) The time period of completion of the proposed construction has mutually been settled for 48 (Forty Eight) months from the date of sanction

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of the Building Plan and there will be the option of positive increment of 12 (Twelve) months of time for completion of the construction of the Project due to reasons of pandemic and force-majeure. If the Project is not completed within the framed time limit then the Developer Firm will pay Rs.50,000/- (Rupees Fifty Thousand) per month to the Land Owner herein named till the date of handing over the possession to the Land Owner herein named, but in case of any extra ordinary situation like long duration of any pandemic or force-majeure etc. the Parties will mutually re-settle the clause.

3) In case of any suit and/or dispute in relation with the Title in respect of the Property under this Agreement, during the pendency of the Project, the restriction of time limit will be relaxed on the basis of the mutual discussion and settlement to be arrived at by the Parties by virtue of execution of Document/s.

4) The effect of the contract and/or the Agreement in relation with the Project will remain till the date of entire completion of the Project as also till the date of ultimate transfer of the entire Allocation of the Developer Firm.

ARTICLE - VI : LAND OWNER'S DECLARATION, RIGHTS & RESPONSIBILITIES

1) The Land Owner assures that he has the sole, absolute & valid title in respect of the entire Property as more-fully mentioned under the Schedule ' A ' and as per available knowledge & information, the Property under the Project is free from all or any type of encumbrances, attachments & liens and the same is not the subject-matter of any suit or litigation and the Land Owner has the exclusive right to enter into this Agreement and he has the competence to confer right upon the Developer Firm to construct the proposed Buildings upon the entire Property as more-fully detailed under the Schedule ' A ' herein.

2) The Land Owner further assures that there is no other Owner or Coparcener in the respect of the entire Property or any part thereof, to

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claim any respective right, title, interest & possession in respect of the entire Property or any part thereof

3) Considering the statement & assurances of the Land Owner herein named as also after going through the papers & documents as available under the custody of the Land Owner, the Partners of the Developer Firm herein named have been convinced and agreed to take charge of the Project of Development by raising Multi-Storied Buildings there on the entire Land Property, as more-fully mentioned under the Schedule 'A' herein.

Be it mentioned here that if there be any discrepancy with regard to the Title & Possession in respect of the Land under the Project, the Land Owner herein named shall remove the same at his own cost & initiation and without affecting any interest or Allocation of the Developer Firm herein named.

4) The Land Owner declares that :

a) He is entitled to enter into this Agreement with the Developer Firm and he has full right & authority to sign & execute the instant Agreement.

b) He has not agreed, committed or constructed or entered into any Agreement including Agreement for Sale or Lease or any other Agreement/Contract in respect of the Property under the Project or any part thereof with anybody other than this Developer Firm and that he has not created any mortgage, charge or any other type of encumbrances in respect of the Property under the Project as more-fully mentioned under the Schedule 'A' herein.

c) Neither the Land Owner herein named nor any body on behalf of him has yet received any type of notice from the Government (State or Central) or from any local body or Authority, nor any type of Notice has been served upon him or anybody on behalf of him in connection with any

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acquisition or requisition or any other type of notice which may create any restriction towards the execution of the instant Agreement.

d) He or anybody on behalf of him has not yet done any act, deed, matter or thing whereby or by reason whereof, the Development of the entire Property under this Project may be prevented or affected in any manner whatsoever.

e) He specifically declares, if in future any of the above-stated statements emerge as false and/or deliberate suppression of any material fact is detected, then he will remain completely liable and/or responsible to compensate the Developer Firm herein-named in all respect and in that case the Developer Firm will remain eligible to take any steps and/or measures as per the related Laws.

f) The Land Owner herein named willfully & voluntarily and after having satisfactory discussion with the Partners of the Developer Firm has entrusted the Developer Firm as the Developer of the Project to Develop the entire Property under the Schedule ' A ' herein, by raising construction of Multi-Storied Buildings on the Land Property after demolishing the old structure standing thereon.

5) The Land Owner does hereby agreed that he will not grant any type of lease, mortgage, charge or encumber the entire Property under this Project or any part thereof in any manner whatsoever during the existence of the instant Agreement without prior written consent of the Developer Firm.

6) The Land Owner herein named has handed over to the Partners of the Developer Firm herein named, all the Documents of Title and other Papers & Documents relating to the entire Property under this Project in original (as may be available) or the photocopy (the original of which is not under the custody of the Land Owner) or the Certified copy of the documents (which are possible to be procured) against issuance of a proper receipt for the same by the Developer Firm herein named and will

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remain obliged & responsible to produce all other necessary documents, whenever & wherever required, to enable the Developer Firm herein to give inspection to the Municipal Authority or any other Authority or person/s for the purpose of anything relating to the regularization of the property in the books & records of the respective Competent Authority, for the purpose of preparation & sanction of the Building Plan, for the purpose of smooth progress of the Project by raising the required proposed Building thereon, to dispose off any part of the proposed Building, towards preparation of any Agreement or Deed of Transfer in respect of any portion or Unit of the Building to any intending Purchaser/s or Transferee/s etc.

7) In this context it must be mentioned here that the Developer Firm will remain liable to return all the Original Documents, in relation with the instant Project, to the Land Owner and/or his successor/s (if situation arises) or to the Competent Authority of the Owners' Association (to be formed), after the completion of the Project as also only after disposing off the entire Allocation of the Developer Firm.

8) The Land Owner declares that the papers & documents in respect of the entire Property under this Project primarily needed streamlining & alignment with statutory requirements primarily after entering into the Development Agreement dated 12.06.2019 and the Developer Firm at its initiation & costs has already regularized the irregularities in respect of the papers & documents as also the Property itself.

9) Be it mentioned here that the cost of such regularization including the arrear payment to various Authorities till the date of sanction has also been incurred by the Developer Firm, but if the Project is not materialized on any deliberate act and suppression of facts of Land Owner's, the cost as incurred by the Developer Firm till date must be refunded by the Land Owner to the Developer Firm positively within specified date of the notice of claim to be forwarded by the Developer Firm and/or its agent. To

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Md. Tahir Munir

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claim such refund the Developer firm is liable to submit all original and valid receipts of expenses regarding this project (subject to scrutiny). It is to be specifically mentioned here in this regard that, over & above the documentary evidences, reimbursement of any other expenses incurred by the Developer Firm will be mutually settled & decided by & between both the Parts herein named.

10) The Land Owner herein shall allow the Developer Firm herein named to construct the proposed multi-storied Buildings upon the Land as described in the Schedule ' A ' hereunder written, in the manner as settled by & between the Parties herein, under the Terms & Conditions as described in the instant Agreement, at the costs, expenses & responsibilities of the Developer Firm. The Land Owner herein shall not be liable in any way whatsoever in respect of the construction of the proposed Buildings, but the Land Owner does hereby undertake not to interfere in any way whatsoever in the process of successful materialization of the Project, unless & until the interest of the Land Owner is affected. ✓

11) The Land Owner herein named has already delivered the peaceful, undisputed & vacant possession of the entire Property under this Project, particularly described in the Schedule ' A ' hereunder written, to the Developer Firm herein named. ✓

12) The Land Owner herein named shall allow the Developer Firm herein named to stock all Building materials within the Property under this Project at the own cost & expenses of the Developer Firm and to take necessary steps for the protection of the materials.

13) The Land Owner is hereby empowering and/or authorizing the Developer Firm (being represented by it's Partners), to approach and/or make applications before various Concerned Authorities of KMC, K.M.D.A., B.L. & L.R.O., W.B.S.E.D.C.L. / C.E.S.C, Land Reforms Department, Land Ceiling Department & others (including signing on the required papers and/or documents) for getting mutation, necessary permission,

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sanction, re-sanction and connections like water, electric supply etc. in the name of the Land Owner herein named and/or on behalf of him and to take delivery of the said permission, sanction, re-sanction etc. from the Concerned Departments and/or Authorities of the Kolkata Municipal Corporation & others and to take any necessary step/s before the Competent Authority of the Kolkata Municipal Corporation and/or B.L. & L.R.O. as also any other Competent Authority, for any acts & jobs in relation with the entire Property under this Project and/or for the purpose of the proposed construction thereon, including mutation procedure, regularizing of papers & documents, conversion procedure (if required), getting release from the Land Ceiling Department (if necessary), signing on the application/s, paper/s & document/s for the purpose of deviation/addition/alteration of the Sanctioned Building Plan and/or for submitting the same before the Kolkata Municipal Corporation or any other Concerned Authority/s, including Layout Plan for water supply & drainage, as also for the purpose of regularizing of the deviation plan and/or D. Case Plan and/or to sign and submit the required application/s for regularization and/or any matter related with Rule 25 or 26 of the Kolkata Municipal Corporation Building Rules as also any matter related with the Commencement Certificate and/or the Completion Certificate.

14) The Land Owner herein named shall execute the required Power of Attorney in favour of the Developer Firm herein named, empowering and/or authorizing the Firm (being represented by its Partners), inter alia to negotiate, act & do all the necessary acts, deeds & performances for and on behalf of the Land Owner herein named, for the materialization of the Project more-fully & effectually as the Land Owner could do the same by himself with regard to obtain the necessary sanction, re-sanction, permits, quotas etc. from the Kolkata Municipal Corporation or any other Government and/or semi-Government and/or Local Authorities and along with the same also authorize the Developer Firm (through it's

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existing Partner) to enter into any type of required Agreement and also to transfer the Allocation of the Developer Firm as per it's existing Partners' choice at any price and/or consideration as the Partners of the Firm may think fit & proper to any intending Purchaser/s and/or any Transferee/s as per their desire, out of the Developer's Allocation of the Project.

15) The Land Owner herein named shall further authorize the Developer Firm herein named to act on his behalf by incorporating the following acts & deeds in the Power of Attorney to be executed & registered, that is to say :-

a) To advertise through any media to make the people aware about the Project as also about the sale of various units out of the Developer's Allocation as specified hereunder or as may be altered subsequently ;

b) To enter into, to sign and to make registration of any Agreement with any intending buyer/s ;

c) To receive the settled consideration amount and/or any part thereof from any such intending Purchaser/s either by installment or at a time for the Developer's Allocated portion out of the Project ;

d) To execute any type of Deed of Transfer/Sale and/or Conveyance in favour of any intending Purchaser/s and/or Transferee/s and/or their successor/s and/or nominee/s (subject to compliance of the terms & conditions of the Agreement to be executed) and to make the registration of such Document/s for the purpose of proper transfer of right, interest, possession & title in respect of any specific Unit/s out of the Project together with the undivided & un-partitioned share of the land of the Project along with the right of use & enjoyment of the common facilities, services & amenities coupled with the common duties to be performed and liabilities to be carried out (except any portion of the Property or any facility and/or amenity to be reserved for any specific use, occupation & ownership of anybody) ;

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16) The Land Owner hereby undertakes not to do any act, deed or thing by which the Developer Firm may be prevented from proceeding any work towards the materialization of the Project, as also from executing any Agreement or Contract with anybody towards completion of the various works of the Project and also entering into any Agreement or Contract with anybody in respect of the Allocation of the Developer and further executing any type of Deed/s or Document/s in favour of any intending Purchaser/s or Transferee/s in respect of the Developer's Allocation.

17) The Land Owner herein named, if required, will remain bound to participate towards the execution of any type of Agreement/s and/or Deed/s and/or Document/s in respect of any part or portion of the Project, including for the purpose of disposal of the Allocation of the Developer or any part thereof.

18) The Land Owner herein named depending upon the situation will also remain bound to sign on any type of required and/or related Application, Declaration, Undertaking, Affidavit, Petition, Verification etc. to facilitate the Developer Firm to deal with or towards the successful materialization of the Project.

19) The Land Owner herein will have the right to sell and/or transfer his Allocation of flat/s and other space/s of the Building, being the Land Owner's Allocation, as more fully described in the Schedule ' B ' hereunder written. The Developer Firm herein shall not raise any question or any objection against such sale or transfer of flat/s and/or other space/s out of the Land Owner's Allocation, rather the Partners of the Developer Firm will co-operate with the Land Owner in all respect.

20) The Land Owner herein shall be liable for any type of Service Tax (GST), Income Tax, Wealth Tax and any other type of taxes and/or levies, as may be imposed by the Competent Authority/s, in respect of the Land Owner's Allocation and the Developer Firm shall not remain in any way liable for any such thing in respect of the Land Owner's Allocation, but

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the Developer Firm will indemnify and keep indemnified the Land Owner herein named against any claim/s whatsoever for Service Tax (GST), Income Tax, Wealth Tax and any other Concerned Authorities, in respect of the Developer Firm's Allocation.

ARTICLE - VII : DEVELOPER'S DECLARATION, RIGHTS AND RESPONSIBILITIES

1) The Partners of the Developer Firm herein named willfully & voluntarily and after having satisfactory discussion with the Land Owner and after examination of necessary documents regarding the Property as also it's Title have agreed to take charge of the Project to Develop the entire Property under the Schedule 'A' herein, by raising construction of Multi-Storeyed Buildings on the Land Property after demolishing the old structure standing thereon.

2) The Partners of the Developer Firm declare that :

a) They have adequate capacity in terms of their solvency, technical capability and intent to complete this project and they have adequate funds to complete this Project within the agreed timeline ;

b) Since the inception of the Firm they are working with same composition of Partners and till date there is no dispute amongst the Partners ;

c) Till date there is no Civil or Criminal Case is pending before any Authority/Court of Law against the Developer Firm and/or against any of them as the Partner of the Developer Firm with any of their customers, suppliers and/or whomsoever ;

3) The Partners of the Developer Firm do hereby agree to complete the Project, at their own cost as per the Plan already sanctioned by the Concerned Authority of the Kolkata Municipal Corporation, subject to necessary & acceptable addition, alteration & modification under the guidance of the Architect / Engineer / L.B.S. of the Project, as entrusted by the Developer Firm.

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4) The Partners of the Developer Firm undertake to take care of the local hazards during the continuation of construction and the Land Owner will have no liability to that effect.

5) The Partners of the Developer Firm undertake to take care of the accident/s and related hazards & expenses, if occurs unfortunately at the Project Site, during the continuation of the Project and the Land Owner will have no liability to that effect.

6) It has been mutually decided by the Parties herein that the Developer Firm herein named will invest the Fund to be required for the purpose of materializing the Project and against the same the Firm has been allotted with a Share and/or Allocation within the Project, in respect of which the Developer Firm herein-named will have exclusive & uninterrupted right and/or authority to deal with it's exclusive Allocation individually as per the decision of it's Partners including entering into any Agreement of Transfer and/or to deal with and dispose of the exclusive allotments by executing any lawful deeds/documents and/or to register the same with the Competent Authorities and also to accept/ receive the amount of consideration to be realized there from and to consume the same as per the decision of the Partners of the Developer Firm.

7) The Developer Firm will have the Power and/or Authority by virtue of execution & registration of a Power of Attorney by the Land Owner herein named, for the purpose of successful completion of the Project by way of various acts, deeds & performances through it's Partners and/or it's appointed persons and/or experts and/or agents and/or contractors as also to deal with it's Allocation as per the decision of it's Partners.

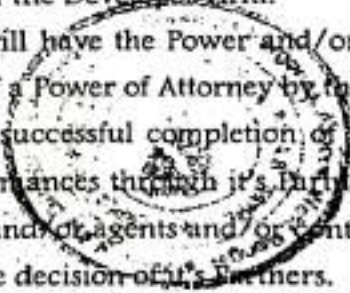
8) The Developer Firm herein named at it's own cost & initiative has prepared a Building Plan through it's appointed Engineer & Architect and on approval of the same, the Building Plan was submitted before the Competent Authority of the Kolkata Municipal Corporation for the purpose of sanction of the same and ~~the~~ ^{the} Competent Authority of the Kolkata

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Municipal Corporation on the basis of compliance of the provision under the related Acts & Rules of the Kolkata Municipal Corporation has sanctioned the Building Plan vide Building Permit No. 2020110178, dated 13.10.2020 of Borough No. XI, under the Plan Case No. 2019110360.

9) It is to be mentioned here that an old structure is there in the Premises and the Developer Firm herein named is entitled to demolish the said structure and utilize the Debris to be realized there-from as per the desire of it's Partners, but as per the mutual settlement among the Parties herein named, the Developer Firm herein named has already paid a lump-sum amount of Rs.2,00,000/- (Rupees Two Lakh) to the Land Owner herein named on account of the same and the acknowledgement of the same is there in the Receipt attached herewith.

10) The time period of completion of the proposed construction and delivery of the Allocation of the Land Owner to the Land Owner, has mutually been settled for 48 (Forty Eight) months from the date of sanction of the required Building Plan. If the Project is not completed within the agreed time limit then the Developer Firm will pay Rs.50,000/- (Rupees Fifty Thousand) per month to the Land Owner herein named till the date of handing over the possession to the Land Owner herein named. However, there will be option of positive increment of time for completion of the construction of the Project only in case of any extra-ordinary situation like long duration of any pandemic or force majeure situation. In such cases the Parties will mutually re-settle the clause and in that case the obligations as stated above may be waived. And in case of any suit and/or dispute in relation with the Title & Possession in respect of the Property under this Agreement, during the pendency of the Project, the restriction of time limit will be relaxed.

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11) The Developer Firm will raise the construction of the Building/s as per the Building Plan sanctioned by the Competent Authority of the Kolkata Municipal Corporation, subject to the addition, alteration &

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modification as may be required, but positively under the guidance of the Engineer-in-Charge of the Project and such addition, alteration & modification must be regularized subsequently as per the provision of the Kolkata Municipal Corporation. Be it mentioned here that if any addition, alteration or modification is done comparing to the sanctioned Building Plan, at the request of the Land Owner or any of his Transferee/s in respect of the Land Owner's Allocation, the cost of regularization in that case must be borne by the Concerned Person/s.

12) The Developer Firm herein named shall comply with all the requisitions of the Kolkata Municipal Corporation, as may be necessary for construction of the Building and where any document is required to be signed by the Land Owner, he will be under the obligation to sign the same without raising any question and/or objection and will also remain obliged to co-operate with the Developer Firm to materialize the Project smoothly & successfully.

13) The Developer Firm will have the Right to change the Arrangement of the Common Services and/or it's Areas for providing better facility to the Owners & occupiers of the Project.

14) The Developer Firm will remain liable to return all the Original Documents, in relation with the instant Project, to the Land Owner and/or to the Competent Authority of the Owners' Association (to be formed), after the completion of the Project as also only after disposing off the entire Allocation of the Developer Firm.

15) If required, the Parties hereto, before or after completion of the Project, may enter into any required Supplementary Agreement, which must be considered as the continuation and/or part & parcel of the main Agreement and if required, the same must be registered with the Competent Authority.

16) The Developer Firm will remain liable and/or responsible to have the Completion Certificate (C.C.) in respect of the Building under this

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Project, issued by the Competent Authority of the Kolkata Municipal Corporation and to provide a Photocopy of the same to the Land Owners herein-named and/or the subsequent Purchasers and/or Transferees. In this context it should be mentioned here that the respective Parties will remain responsible for the additional charges for the purpose of regularization of the additions and/or alterations as will be made on their demand and/or request and non-payment of such amount and/or charges, the process of regularization and/or availing of the Completion Certificate will be withheld.

17) On making the Allocation of the Land Owner fully habitable, the Developer will issue notice to the Land Owner to take possession of his Allocation and the Land Owner will otherwise remain bound to accept the possession of his Allocation within 30 (Thirty) days from the date of receipt of the said notice (if otherwise there is no acceptable complain), failing which the Developer will become free to deliver the possession of it's Allocation to the respective Transferee/s.

18) The Developer Firm herein, subject to the aforesaid terms, shall have the full right & authority to enter into any Agreement for Sale, in respect of the Developer Firm's Allocation, out of the proposed Building/s, excluding the Land Owner's Allocation. The Developer Firm herein named shall also be entitled to take earnest money as advance as well as full consideration money, from any intending Purchaser/s, in respect of it's Allocation, as more-fully described in the Schedule 'B' hereunder written and will also remain eligible to issue necessary receipt for the same. The Land Owner herein shall not raise any question or any objection against sale of such flat/s and/or other space/s, rather the Land Owner will co-operate with the Developer Firm in all respect.

19) The Developer Firm at it's cost will bring the main electricity line in the Premises, but the costs & responsibilities of bringing & installation

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23) The Developer Firm herein shall be entitled to advertise about the sale of the Developer Firm's Allocation without involving the names of the Land Owner herein named.

24) The materials to be used for the purpose of construction of the proposed Building and equipments, fittings & fixtures to be installed & provided in the said proposed Building/s should be of standard quality.

ARTICLE - VIII : CONSIDERATION & PROCEDURE

1) It is to be specifically mentioned that the Parties here in have entered into the Development Agreement dated 12.06.2019, where under it was settled that the Allocation of the Land Owner and the Developer Firm will be 50 : 50 ratio i.e., out of the proposed Project, 50% of the Flat & Car Parking will be allotted to the Land Owner exclusively and 50% of the Flat & Car Parking will be allotted to the Developer Firm. Be it mentioned here that the Allocation of the Land Owner and the Allocation of the Developer Firm together with the undivided & un-partitioned equally proportionate share & interest in the land and the Premises along with the common rights, facilities, amenities & portions to be there within the Project for common use and enjoyment of all the Owners and & Occupiers of the Project coupled with liabilities and responsibilities to be observed and carried out by the Owners & Occupiers of the Project. The Roof, Lift, open space and the Staircase portion of the Building will remain common to both the Parts herein or their subsequent transferees. Over and above the Developer Firm was liable to pay to the Land Owner a lump sum amount of Rs. Rs.35,00,000/- (Rupees Thirty Five Lakh) and Rs.2,00,000/- (Rupees Two Lakh) on account of cost of Debris of the demolition of the existing structure at present standing on the aforesaid Premises. It was further agreed upon that out of Rs.35,00,000/- (Rupees Thirty Five Lakh), Rs.15,00,000/- (Rupees Fifteen Lakh) is to be paid at the time of signing of the Primary Development Agreement and the balance Rs.20,00,000/-

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of the individual electric meter, to use & enjoy the same by the Owners & Occupiers of the Building/s, will be the responsibility of the individuals.

In this respect it should be mentioned here that the Land Owner herein as also the subsequent Purchasers of various portions of the proposed Building/s will remain positively liable to pay the proportionate Transformer Cost directly to the Developer Firm for the Project and the same must be paid before taking the possession of the Land Owner's Allocation

20) The Developer Firm herein shall be liable for the Service Tax (GST), Income Tax, Wealth Tax and any other type of taxes and/or levies, as may be imposed by the Competent Authority/s, in respect of the Developer's Allocation and the Land Owner shall not remain any way liable for any such thing in respect of the Developer Firm's Allocation, but the Land Owner will indemnify and keep indemnified the Developer Firm herein named against any claim/s whatsoever for Service Tax (GST), Income Tax, Wealth Tax and any other Concerned Authorities, in respect of the Land Owner's Allocation.

21) The Developer Firm herein shall always make application in the name of the Land Owner, before the Competent Authority/s, in relation with the Project but the entire expenses & risks etc. of the Development Scheme, shall be of the Developer Firm's.

22) The Developer Firm herein shall make the construction through it's deputed masons, labour etc. or may appoint any Building Contractor/s, Architect/s etc. by making separate contracts and the latter shall be it's agent/s for all purposes. Be it mentioned here that the Land Owner will not remain liable in any way in respect of the Quality of Construction, Labour Problem, any Accident (if occurs) at the Site during the continuation of the Project, Payment Dispute with the Suppliers of the Project, Consideration to be received from the Subsequent Purchaser/s of the Developers Allocation.

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(Rupees Twenty Lakh) to be paid after sanctioning of the Building plan and all the payments have already been made by the Developer Firm and the detail of the Payment is there in the Receipt as attached herewith.

And now after availing the sanctioned Building Plan, the actual scenario of the proposed construction has become clear to both the Parts herein named and for the same to avoid future complication and/or contradiction among the Parties, Land Owner and the Partners of the Developer Firm on the basis of mutual discussion have decided to have their respective Specific Allotments as mentioned under Schedule ' B ' of the instant Agreement.

2) The Land Owner shall be entitled to transfer or dispose of the Owners' Allocation, as more-fully detailed under the Schedule B herein out of the entire Project, without in any way disturbing the common facilities situated thereon with the exclusive right to deal with, enter into agreements for sale and transfer the same or any portion thereof without any right, claim, demand, interest, whatsoever or howsoever of the Developer Firm or any person/s lawfully claiming through or under the Developer Firm and the Developer Firm shall not in any way interfere with or disturb the quiet and peaceful possession of the Owner's Allocation.

3) Developer Firm shall be entitled to transfer or dispose of the Developer's Allocation, as more-fully detailed under the Schedule B herein out of the entire Project, without in any way disturbing the common facilities situated thereon with the exclusive right to deal and enter into agreements for sale and transfer of the same or any portion thereof without any right claim demand interest whatsoever or howsoever of the Owner or his legal heirs and representatives or any person/s lawfully claiming through or under the Owner herein named shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

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4) Be it mentioned here that the respective Allocation of the Land Owner and the Developer Firm will be coupled with the proportionate share & interest of the Entire Land under the Project, together with all the common rights, facilities & amenities along with the duties to be performed and liabilities to be carried out and the stair- case, lift and the roof of the Building will remain common to both the Parts herein or their subsequent transferee/s.

ARTICLE - IX. : DEALINGS OF SPACE IN THE BUILDING

1) Be it mentioned here that the exclusive Allotments and/or Allocations of the respective Parties will be dealt with by the respective Parties i.e., the Land Owner as also the Developer Firm as per their or their representatives' respective choice and will further be entitled to sell out, lease out, let out, mortgage or transfer their respective share or any part of the same as per their or their representatives' respective choice. In the process, the respective Allocation being the part of a Project, the respective Parties will remain positively bound to provide direct or indirect co-operation to the other Part towards the successful transaction of the other's share and/or Allocation or any part thereof. In the process if it requires, the Parties will remain under the positive obligation to be a part of such related document/s of others and to perform all or any necessary & related lawful acts and/or performances for the purpose of successful materialization of the transaction.

2) Except the exclusive Allotment and/or Allocation, of the respective Parties, the common areas & facilities will be used & utilized by the respective Parties and/or their respective Transferee/s commonly with the other co-owners and/or occupiers of the Project without prejudicing each other's interest.

3) It is to be specifically mentioned here that excluding the specifically Allocated portion out of the entire Ground Floor, the rest of the

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portion out of the Ground Floor (except the specifically identified common areas, such as main entrance, driveway, common entrance to the Building, open to sky vacant space around the Building/s, care-taker room, common toilet at the Ground Floor etc.), the rest of the area at the Ground Floor will be considered as the exclusive Allocation of the Developer Firm, with the right of the Firm to use and/or dispose off and/or transfer the same exclusively to anybody as per the desire of the Partners of the Developer Firm.

In this context it must be mentioned here that on the basis of the Ground Floor Space the Land Owner as also the Partners of the Developer Firm have mutually made arrangements for Parking Spaces, etc. and the respective Allotment of the Parking Spaces and it's area has been done on the basis of Mutual Settlement by & between the Parties herein named and therefore none of the Parties and/or his or it's respective Transferee/s will have any right to raise any further claim, demand and/or objection in future before any Authority and/or Forum and/or Court of Law, regarding such Allotment (ignoring any Rule, etc.).

In addition to the above it is further to be mentioned here that the Developer Firm will have the Right to change the Arrangement of the Common Services and/or it's Areas at the Ground Floor for providing better facility to the Owners & occupiers of the Project.

4) It has been specifically settled by & between the Parties herein that the arrangement of Car Parking Space will be made as per the availability of arrangement upto the maximum level ignoring the arrangement as may be shown in the Building Sanction Plan as the allotment of the Car Parking Space will be guided under the terms of the Agreement as may be entered into by & between the Parties herein as also the subsequent Transferee/s and there will be no subsequent claim and/or demand in respect of the area of the Car Parking Space in any manner whatsoever. The agreed saleable Car Parking Space, the area of which will

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to be offered & accepted by the Parties will remain final & binding on the Parties irrespective of the statutory area of Car Parking Space or revenue payable area to be considered by the registering Authority.

ARTICLE - X : COMMON FACILITIES & AMENITIES

1) There will be various common facilities & amenities within the Building/s as also within the Premises such as boundary walls, main gate/s, entrance to the Premises, walk ways & drive ways (if any), open to sky spaces around the building/s, common entrance of the respective building, common passage/s within the respective building, respective stair case, stair landings, lift, lift duct, lift shaft, lift operation system, underground / semi under-ground water reservoir, overhead water tank, water supply system of the respective Building (including the motor pump and water supply lines etc.), the ultimate roof, lift room & stair head space, Common bath cum privy (if any), drainage system of the Building/Premises, sanitary & excretory system of the Building/Premises (including septic tank, pits etc.), electricity supply system of the Building/Premises, space for installation of common & other individual meters of the Building, common cables & conduits and any other facilities and/or amenities to be there at or within the Building/Premises for the purpose of common use & enjoyment of the inhabitants of the Premises.

2) It is to be mentioned here specifically that after handing over the charge of the entire Premises, by the Developer Firm to the Owner/s of the respective Units of the Premises jointly or to the Association of the Owners of the Premises, it will be the discretion of them or the Competent Authority of the Association to make the terms, conditions and/or provisions towards the use & enjoyment of common amenities, facilities & spaces by the Owner/s, Occupier/s and/or inhabitants of the Building and/or Premises as also to add, alter or replace any of the common facilities and/or amenities as will be there and/or any new amenities / facilities may

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be installed there in the Building/s or within the Premises with the absolute liability to carry over all the expenses & hazards of maintenance.

ARTICLE - XI. : COMMON RESTRICTIONS

The restrictions in respect of the respective Allocation of the Land Owner and the Developer Firm as also their respective Transferee/s will be as follows :-

1) Neither of the Parties shall use or be permitted to use their respective Allocation in the Building/s or any portion thereof for carrying on any illegal and/or immoral activity nor use for any purpose, which may cause any nuisance or annoyance or hazard to the other Occupies of the Building/s.

2) Neither of the Parties shall transfer their respective Allocation and/or any portion thereof to any person/s having any criminal record.

3) In case of any subsequent transfer to anybody, the Parties must transfer their respective Allocation and/or any portion thereof to any person/s along with all the rights, duties, liabilities and/or responsibilities as he/she/they use/s to enjoy and/or carry out as also along with the subsequent changes made by the Association of the Owners.

4) Neither of the Parties nor any of their Transferee/s shall do anything which may affect the main structure of the Building.

5) Neither of the Parties nor any of their Transferee/s shall throw or accumulate or be allowed to throw or accumulate any rubbish, tit-bits, night soils, etc. and various unused materials in the common areas, passages, etc., except the place fixed for the same.

6) Neither of the Parties nor any of their Transferee/s shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the Building/s or in the corridors or within the compound or any other portion/s of the Building/s and/or Premises.

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7) Neither of the Parties nor any of their Transferee/s shall create or permit to create any annoyance or disturbance to the peaceful living of the other Occupiers of the said Premises, but may do and/or perform any needful and/or additional works for further protection and/or better enjoyment of their respective purchased portion or the approach towards that portion at their own cost and without creating any such disturbances to the common right of use of the other Owners and Occupiers of the Premises.

8) Neither of the Parties nor any of their Transferee/s shall store any inflammable or combustible or illegal article/s (except the cooking accessories and/or the necessary articles for the car) at or around the Flat / Car Parking Space or Building or Premises.

9) The Land Owner and the Developer as also their respective Transferee/s will be under the obligation to keep the interior walls, sewers, drains, pipe and other fitting, fixtures, appurtenances, floor & ceiling etc. in each of their respective Allocation/Allotment in the Building/s in good & working condition with proper repairing and in particular so as not to cause any damage to the Building/s and/or any of the Occupiers of the Building/s and will indemnify and keep the others indemnified from & against the consequences of any breach thereof.

10) No goods or other items shall be kept by either of the Parties or their respective Transferee/s (for display or otherwise) in the corridors or other place of common use in the Building/s and no hindrance shall be caused in any manner in the free movement or user of the corridors and other places of common use in the Building/s.

11) Neither of the Parties or their Transferee/s shall permit their agent or anybody, with or without workmen, at all reasonable time, to enter into the Building/s and/or the Premises for the purpose of maintenance or repairing, cleaning, lighting and keeping in order & good condition any facilities and/or amenities and for any other purpose/s, without pre-

Md. Tahir Alam

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Shudab Naiti Banerjee

and if the Developer firm is prevented from making construction, due to any litigation cropped up or due to any restraining order passed by any Competent Court of Law or any Competent Authority Concern or any Statutory Body or due to any boundary dispute amongst the contiguous Land Owner/s, then and in that case the Land Owner will be liable to pay the costs & expenses made till that date as per as the authentic invoices submitted by the Developer Firm (subject to scrutiny), on the basis of the settlement to be attained amicably by & between the Parties or the Developer Firm. Reimbursement of any other expenditure over and above the documentary evidences will be mutually agreed and decided between both the parties. The developer firm will wait for further continuation of the Project till the disposal and/or settlement of such dispute in favour of the Land Owner and during that period the Land Owner has to carry out all the expenses of litigation and in case the Developer Firm carries the cost of litigation, but the settlement and/or adjudication goes against the Land Owner herein named, then and in that case, the Developer Firm will remain entitled to get back all the expenses incurred by the Developer Firm till that date as per the authentic invoices submitted by the Developer Firm (subject to scrutiny), on the basis of the settlement to be attained amicably by & between the Parties. Reimbursement of any other expenditure over and above the documentary evidences will be mutually agreed and decided between both the parties.

2) The Land Owner herein named or his legal representative/s will have no right / authority / power to terminate and/or determinate this Agreement within the stipulated period during the construction of the Building/s as well as till the date of disposal of all the flats/ Car Parking Spaces out of the Developer Firm's Allocation , until violation of any of the Terms & Conditions of this Agreement and if the Land Owner does so, then and in that case the Land Owner shall have to pay the costs & expenses made till that date as per as the authentic invoices submitted by the

Md. Tahirul Karim

Project Manager

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permission of the concerned Party/s (except in case of any urgency and/or unavoidable circumstance).

12) Neither of the Parties or their Transferee/s, individually or without consulting with the other co-owners or other occupiers of the Building/s, paint the outer portion of their respective Property nor alter the exterior of their Flat in any manner save & except as is specified with general Scheme thereof or as may be specified by the Association of the Owners to be formed.

13) Neither of the Parties or their Transferee/s shall claim any exclusive right in any other parts of the Building (except the common rights in respect of the common usable areas), save as may be necessary for ingress & egress of men, materials, utilities, pipes, cables & lines to be installed in the Flat/Unit.

14) Neither of the Parties or their Transferee/s shall claim any partition or sub-division in respect of common areas of the Building/s and to make any structural addition or alteration or modification of any permanent nature, partition, sub-division or cubicles in the Flat/Unit and also to divide into smaller sizes or making separate portions of the said Flat/Unit, of any permanent nature.

15) Neither of the Parties or their Transferee/s shall do anything whereby the other Occupiers of the said Building or any other Building at or around the said Premises are obstructed in or prevented from enjoyment of their respective occupations completely & exclusively and user of common areas & facilities of the said Building/Premises.

ARTICLE - XII. : OWNER'S & DEVELOPER'S DUTY & INDEMNITY

1) The Land Owner does hereby agree & covenant with the Developer Firm not to cause any interference or hindrance in any manner whatsoever, during the continuation of the Project (unless any of interest is prejudiced) and if any such interference or hindrance is caused and if for the same, the Developer Firm becomes unable to proceed with the Project

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Developer Firm (subject to scrutiny), on the basis of the settlement to be attained amicably by & between the Parties or the Developer Firm. Reimbursement of any other expenditure over and above the documentary evidences will be mutually agreed and decided between both the parties.

3) However, on completion of the Specified Total Time Period, the Developer Firm could not be able to complete the Project without any just cause, but the Land Owner allows the Developer Firm to continue with the Construction, then and in that case the Land Owner will become entitled to have compensation/damages from the Developer Firm as Rs.50,000/- (Rupees Fifty Thousand) per month till completion of the construction as per details in the agreement as has been settled by & between the Parties.

4) It is agreed that the Land Owner will not involve any of his workmen, contractor, agent or representative etc. or stag any constructional materials in the Building/s or Premises for any type of work, if required in respect of the Owner's Allocation in the Building/s without any written consent from the Partners of the Developer Firm.

5) The Land Owner herein named and all the subsequent Transferee/s shall pay & bear expenses from the date of taking possession of their respective Allotments for such services in the matter of replacement of common facilities, as also proportionate share of charges for water, scavenging, taxes, light, sanitation, repairs & renewals, management for maintaining the Building/s and for renovation & maintenance charges of stair-ways, lift, roof, boundary walls, corridors, passage-ways etc.

6) The Land Owner as also the subsequent Transferee/s will remain entirely liable to keep their respective Flat/Car Parking Space in good & substantial condition and free from any damage & destruction.

7) The Land Owner as also the subsequent Transferee/s will remain entirely liable to permit the other Owners and/or their respective Architect/s and Surveyor/s and/or Agent/s or the Person/s as appointed by the Owners Association with or without workmen, at all reasonable time

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and upon 48 hours previous notice in writing (except in case of emergency) to the other Owner/Occupier/s to enter upon their respective Flat/Unit or any part thereof, to view the state & condition thereof and to give notice for repairing any necessary defects, decays & want of repairs (which may cause damage to the other parts of the Building) and also to grant the others the necessary rights of easement & quasi-easement.

8) The Land Owner as also the subsequent Transferee/s will remain entirely liable to mutate their name/s in the Books & Records of the Competent Authorities at their own costs & initiation and any arrears in respect of the First Hand Transfer must be borne by the respective Transferee/s and/or the Purchaser/s.

9) The Land Owner as also the subsequent Transferee/s will remain entirely liable towards payment of the Proportionate costs of cleaning and lighting the passage, main entrance, drive ways and other common parts of the building as enjoyed & used commonly.

10) The Land Owner as also the subsequent Transferee/s will remain entirely liable towards payment of the proportionate share towards the salaries and wages of watch man, sweepers and/or any other person/s etc. as may be appointed for any common purpose.

11) The Land Owner as also the subsequent Transferee/s must be the Member/s of the Association of the Owners to be formed subsequently and shall abide by all laws, bye laws, rules & regulations of the Association of Owners, as also of any Statutory Bodies and/or Local Authority as the case may be and shall be responsible for any deviation and/or breach of any of the said laws & regulations.

12) The Developer Firm hereby agrees and covenants with the Land Owner not to do any act, deed or things whereby the Land Owner is prevented from enjoying, selling and/or disposing of the Land Owner's Allocation in the Building/s out of the Premises after delivery of possession thereof to the Land Owner and also obtain Completion Certificate (C.C.) /

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Occupancy Certificate from the Competent Authority at its own costs and expenses. In case of any addition, alteration and deviation is done on the part of a specific party, the respective party will remain responsible for additional cost for the same.

13) The Developer Firm hereby undertakes to keep the Land Owner indemnified against all Third Party claims & actions arising out of any sort of act or omissions of the Developer Firm in relation with the Project. The Developer Firm shall also not interfere in any manner whatsoever towards the sale and/or transfer of the Allocation of the Land Owner and also not to claim any amount from any sale proceeds of the Land Owner's Allocation.

14) If the Developer Firm :

- a) Fails and/or neglects to comply with the Terms and/or Conditions of this Agreement or fails and/or neglects to hand over the possession of the Land Owner's Allocation within the specified time ;
- b) Gets into legal and other disputes amongst partners, customers, suppliers and whosoever may be and as a result fails to hand over the possession of the Land Owner's Allocation within the specified time ;
- c) The Developer Firm becomes insolvent and or diverts financial and technical capacity for other business and fails to comply to the commitment of execution of the current project in any form as per Agreement ;

-- Then and in that case the Land Owner will have the option to cancel the Agreement (rescind from the Agreement) by making payment for all costs & expenses made till that date as per the authentic invoices submitted by the Developer Firm (subject to scrutiny), on the basis of the settlement to be attained amicably by & between the Parties or the Developer Firm. Reimbursement of any other expenditure over and above the documentary evidences will be mutually agreed and decided between both the parties. But if the Land Owner allows the Developer Firm to continue

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with the construction, then and in that case the Land Owner will become entitled to have compensation/damages from the Developer Firm as Rs.50,000/- (Rupees Fifty Thousand) per month as has been settled by & between the Parties.

ARTICLE - XIII : MISCELLANEOUS

1) The Land Owner and/or the Developer Firm as also their subsequent Transferee/s will remain entirely responsible for any or all type of taxes and other levies imposed or to be imposed by the State or Central Government or any other Authority/s including the Service Tax (GST), in respect of their respective Flat/s and other space/s. the Roof of the Building will be common to all the co-owners of the Building and the Association of the Owners of the Building will decide and frame the terms, conditions and/or clauses for the purpose of use & enjoyment of the same.

2) The Land Owner and/or Developer Firm the and/or subsequent Purchaser/s and/or Transferee/s will not use or permitted to be used it's or their respective Allocation or any portion thereof for any immoral or illegal purposes or cause any nuisance or annoyance or hazard to the other Purchaser/s and/or Transferee/s and/or Occupiers/s of the proposed Building/s.

3) The Land Owner and the Developer Firm (also the opinion of the subsequent Purchasers may be taken into consideration) shall mutually settle a scheme for the management and administration of the Building and common parts thereof. The Land Owner and the Developer Firm as also their subsequent Transferee/s shall abide by the rules & regulations, to be framed for this purpose. After selling out the respective Allocations of the Developer Firm and/or the Land Owner, none of them shall have any exclusive right towards the management & administration of the Building/s, rather an Association of the Owners will take over the charge of the

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maintenance etc. in respect of the common facilities & amenities of the Project.

4) On & from the date of respective possession of the respective portion by the Land Owner and the Developer Firm and/or their subsequent Transferee/s, they shall be liable to pay and bear proportionate costs, expenses & payables towards the payment of tax, maintenance & any other charges to be incurred for any common purposes.

5) Unless and until the Land Owner and the Developer Firm retain any share and/or portion and/or unit within the Building and/or Premises none of them will have any right to interfere into the matter of use & enjoyment of the common portions, facilities & amenities of the Building and/or the Premises in any manner whatsoever. The Association of Owners in this respect will be the only & absolute authority to deal with the matter.

6) The Land Owner and the Partners of the Developer Firm have agreed that nothing of these presents (terms of the Agreement) shall be construed as a demise or assignment or conveyance in Law to the Developer Firm by the Land Owner or transferring any title, to & in favour of the Developer Firm other than creation of exclusive right & interest as also providing license in it's favour to do acts and things, as expressly provided herein and also in the Power of Attorney, to be executed for the purpose provided.

7) It has been agreed by & between the Parties herein that the prospective Purchaser/s in respect of the Developer Firm's Allocation may avail Loan from any Bank and/or any Financial Institution by creating Equitable Mortgage, in respect of his/her/their purchasable property, out of the Developer Firm's Allocation and in that respect the Land Owner will not raise any objection, rather if necessary will co-operate with the Parties, for the materialization of the same and in case of the Land Owner's Allocation the Partners of the Developer Firm will remain bound to co-operate the Land Owner if required in similar way. Be it mentioned here that the

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Developer Firm will not remain entitled to Mortgage the Property under the Project as a whole on any account whatsoever, but the Developer Firm may avail loan by mortgaging it's exclusively Allocated Portion along with the proportionate Land interest to any Bank and/or Financial Institution, without affecting the Share and/or Allocation and/or the interest of the Land Owners.

8) It is to be mentioned here that in spite of the Developer Firm performs it's part as per the terms of the instant Agreement, but the Land Owner restricts the Developer Firm towards the completion of the development works or *suo-moto* cancel the Agreement, then the Developer Firm will be at liberty to claim for it's investment, charges for labour, set-up in addition to the interest on investment & damages also and then the Land Owner will be liable to pay for all costs & expenses made till that date as per the authentic invoices submitted by the Developer Firm (subject to scrutiny), on the basis of the settlement to be attained amicably by & between the Parties or the Developer Firm. Reimbursement of any other expenditure over and above the documentary evidences will be mutually agreed and decided between both the parties. or the Developer Firm may prefer to put the matter before the judiciary for proper legal re-courses.

9) In case of death of any of the Parties under this Agreement, the legal heir/s and/or successor/s will be substituted as the Party and he/she/they will be bound to regard and fulfill the terms & conditions set forth in the instant Agreement and will remain further liable/bound to execute any necessary document/s for the successful materialization of the Project at an earliest possible time at the costs & arrangements of the Developer Firm.

10) Each of the terms of this agreement is the consideration for the other and for any kind of misunderstanding, dispute & contradiction among the Parties, at first they will try to solve it mutually or through intervention of any neutral person and failing which the Parties may take the shelter of

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any related law/s in force, depending upon the Cause of Action of any dispute and the Courts (Civil, Criminal & Consumer Forum) at Alipore, South 24- Parganas shall have the Jurisdiction to entertain and determine any or all Action/s, Suit/s and/or Proceedings arising out of these presents among the Parties in relation with the instant Project.

11) It is to be mentioned here that each & every document in respect of the instant Project will be prepared & registered by the Learned Advocate of the Developer Firm herein named and the necessary fees etc. will be provided by the respective Purchaser/s. In this context it must be mentioned here that the respective Purchaser/s will have the liberty to cross check the Document to be executed and/or registered, but any expenses on that account to be incurred by that person himself/herself/themselves.

12) It is to be specifically mentioned here that any Supplementary Agreement (registered / unregistered) in connection with this agreement or with this Project, if executed subsequently by & between the Parties herein, the same should and must be considered as the part & parcel of the instant Agreement.

13) The Land Owner and Developer Firm hereto have entered into this Agreement purely as a contract and under no circumstance this Agreement shall be treated as Partnership by & between the Parties and/or an Association of Persons.

14) As and from the date of getting Completion Certificate of the Building/s Land Owner and the Developer Firm as also their subsequent Transferee/s shall be liable to pay and bear proportionate charges on account of ground rents and service tax and other taxes, charged by the Govt. or Semi Govt. or local authority concern. And the proportionate cost towards regular maintenance charges.

15) The Building/s to be constructed by the Developer Firm shall be made in accordance with the specification more fully and particularly mentioned and described in the schedule annexed herewith.

Md. Tojibul Munim

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ARTICLE - XIV. : FORCE MAJEURE

The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligation is prevented by any type of "Force Majeure" and shall be suspended from obligations during the duration of the Force Majeure, which also includes non-availability of Building materials due to Government Notifications or against notification or rules and regulations of the other appropriate authority and also includes mass stopping of work in the locality against notification or rules and regulations of the other Appropriate Authority or any pandemic or epidemic situation, civil war, flood, earthquake, etc.

ARTICLE - XV. : SOLUTION IN CASE OF ANY DISPUTE

For any kind of misunderstanding, dispute & contradiction among the Parties, at first they will try to solve it mutually or through intervention of any Neutral Person / Arbitrator and failing which the Parties may take the shelter of any related Law/s in force, depending upon the Cause of Action of any dispute and the Courts (Civil, Criminal & Consumer Forum) at Alipore, South 24- Parganas shall have the Jurisdiction to entertain and determine any or all Action/s, Suit/s and/or Proceedings arising out of these presents among the Parties in relation with the instant Project.

SCHEDULE 'A'

(ENTIRE LAND PROPERTY)

ALL THAT the Land Property measuring about 1506.186 Sq. Mt. { i.e. 22 (Twenty Two) Cottah 08 (Eight) Chittack 13 (Thirteen) Sq. Ft. }, within the District : South 24-Parganas, Police Station Bansdrani (formerly Regent Park), under Mouja Brahmapur, J. L. No. 48, Touji No. 60, R. S. No. 169, appertaining to the C. S. Khatian No. 484, corresponding to the R. S. Khatian No. 646, comprising in C. S. & R. S. Dag No. 819, within the ambit of the Kolkata Municipal Corporation Ward No. 111 and being known as

Biswanath Mukherjee, Mr. V. S. M. M. M.

Biswanath Mukherjee

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the Premises No. 190, Brahmapur (Local Address D-1, Brahmapur More),
Kolkata 700096 and having the Assessee No. 31-111-06-0190-0.

The entire property is butted & bounded by :

- ON THE NORTH : 3742 mm to 5537 mm wide KMC Road ;
ON THE EAST : Premises No. 24, Brahmapur ;
ON THE SOUTH : Premises No. 24/2, Brahmapur ;
ON THE WEST : 5990 mm to 6313 mm wide KMC Road. /

SCHEDULE 'B'

(THE RESPECTIVE ALLOCATION)

PART I : ALLOCATION OF THE LAND OWNER

BLOCK - "A"

(FLATS)

FLOOR	FLAT NO.	SIDE OPEN	AREA (Sq. Ft.) (BUILT-UP) (ROUNDED OFF)	AREA (Sq. Ft.) (SUPER BUILT-UP) (ROUNDED OFF)
First	A	North-West	761 Sq. Ft.	989 Sq. Ft.
First	B	South-West	747 Sq. Ft.	971 Sq. Ft.
Third	G	North-West	761 Sq. Ft.	989 Sq. Ft.
Third	H	South-West	747 Sq. Ft.	971 Sq. Ft.
Third	I	North-East-South	934 Sq. Ft.	1214 Sq. Ft.
Fourth	L	North-East-South	934 Sq. Ft.	1214 Sq. Ft.

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Md. Tahir Khan

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(CAR PARKING SPACES)

PARKING NO.	DIMENSION (Ft.)	AREA (Sq. Ft.) (ROUNDED OFF)
CP 01	14.27 Ft. X 10.25 Ft.	147 Sq. Ft.
CP 02	08.69 Ft. X 14.27 Ft.	124 Sq. Ft.
CP 05	08.61 Ft. X 14.00 Ft.	121 Sq. Ft.
CP 06	08.61 Ft. X 14.00 Ft.	121 Sq. Ft.
CP 09	07.38 Ft. X 13.98 Ft.	103 Sq. Ft.
CP 10	07.26 Ft. X 14.76 Ft.	107 Sq. Ft.
CP 13	09.43 Ft. X 15.54 Ft.	147 Sq. Ft.

BLOCK - "B"
(FLATS)

FLOOR	FLAT NO.	SIDE OPEN	AREA (Sq. Ft.) (BUILT-UP) (ROUNDED OFF)	AREA (Sq. Ft.) (SUPER BUILT-UP) (ROUNDED OFF)
First	4	South - East	654 Sq. Ft.	851 Sq. Ft.
First	5	South - East	777 Sq. Ft.	1010 Sq. Ft.
First	6	North - East	782 Sq. Ft.	1017 Sq. Ft.
Third	13	North - West	1026 Sq. Ft.	1334 Sq. Ft.
Third	14	South - West	729 Sq. Ft.	948 Sq. Ft.
Third	15	South - West	954 Sq. Ft.	1240 Sq. Ft.
Third	16	South - East	654 Sq. Ft.	851 Sq. Ft.
Third	17	South - East	777 Sq. Ft.	1010 Sq. Ft.
Third	18	North - East	782 Sq. Ft.	1017 Sq. Ft.
Fourth	19	North - West	1026 Sq. Ft.	1334 Sq. Ft.
Fourth	20	South - West	729 Sq. Ft.	948 Sq. Ft.
Fourth	21	South - West	954 Sq. Ft.	1240 Sq. Ft.

Bhudeb Nath Banerjee

Md. Tofiq Khan

Bedyut Halder

Biman Mallick

(CAR PARKING SPACES)

PARKING NO.	DIMENSION (Ft.)	AREA (Sq. Ft.) (ROUNDED OFF)
CP 03	08.28 Ft. X 12.73 Ft.	105 Sq. Ft.
CP 04	19.19 Ft. X 14.03 Ft.	129 Sq. Ft.
CP 07	13.29 Ft. X 14.44 Ft.	192 Sq. Ft.
CP 11	8.53 Ft. X 13.95 Ft.	119 Sq. Ft.
CP 12	08.61 Ft. X 12.14 Ft.	105 Sq. Ft.
CP 14	07.05 Ft. X 18.94 Ft.	134 Sq. Ft.
CP 16	08.37 Ft. X 14.44 Ft.	121 Sq. Ft.
CP 17	08.28 Ft. X 14.28 Ft.	118 Sq. Ft.
CP 20	08.61 Ft. X 15.19 Ft.	131 Sq. Ft.
CP 21	08.12 Ft. X 21.58 Ft.	175 Sq. Ft.
CP 22	08.20 Ft. X 14.11 Ft.	116 Sq. Ft.

PART II : ALLOCATION OF THE DEVELOPER FIRM

BLOCK - "A"

(FLATS)

FLOOR	FLAT NO.	SIDE OPEN	AREA (Sq. Ft.) (BUILT-UP) (ROUNDED OFF)	AREA (Sq. Ft.) (SUPER BUILT-UP) (ROUNDED OFF)
First	C	North - East - South	933 Sq. Ft.	1214 Sq. Ft.
Second	D	North - West	761 Sq. Ft.	989 Sq. Ft.
Second	E	South - West	747 Sq. Ft.	971 Sq. Ft.
Second	F	North - East - South	933 Sq. Ft.	1214 Sq. Ft.
Fourth	J	North - West	761 Sq. Ft.	989 Sq. Ft.
Fourth	K	South - West	747 Sq. Ft.	971 Sq. Ft.

Md. Tohy Khan

Biswajit Mallick

Biswajit Mallick

Shudeb Khatun Bonye

(CAR PARKING SPACES)

PARKING NO.	DIMENSION (Ft.)	AREA (Sq. Ft.) (ROUNDED OFF)
CP 03	08.69 Ft. X 14.27 Ft.	124 Sq. Ft.
CP 04	08.69 Ft. X 14.27 Ft.	124 Sq. Ft.
CP 07	08.61 Ft. X 14.00 Ft.	121 Sq. Ft.
CP 08	07.38 Ft. X 13.98 Ft.	103 Sq. Ft.
CP 11	7.26 Ft. X 14.76 Ft.	107 Sq. Ft.
CP 12	9.43 Ft. X 15.54 Ft.	147 Sq. Ft.

BLOCK - "R"
(FLATS)

FLOOR	FLAT NO.	SIDE OPEN	AREA (Sq. Ft.) (BUILT-UP) (ROUNDED OFF)	AREA (Sq. Ft.) (SUPER BUILT-UP) (ROUNDED OFF)
First	1	North - West	1026 Sq. Ft.	1334 Sq. Ft.
First	2	South - West	729 Sq. Ft.	948 Sq. Ft.
First	3	South - West	954 Sq. Ft.	1240 Sq. Ft.
Second	7	North - West	1026 Sq. Ft.	1334 Sq. Ft.
Second	8	South - West	729 Sq. Ft.	948 Sq. Ft.
Second	9	South - West	953 Sq. Ft.	1240 Sq. Ft.
Second	10	South-East	654 Sq. Ft.	851 Sq. Ft.
Second	11	South - East	777 Sq. Ft.	1010 Sq. Ft.
Second	12	North - East	782 Sq. Ft.	1017 Sq. Ft.
Fourth	22	South - East	654 Sq. Ft.	851 Sq. Ft.
Fourth	23	South - East	777 Sq. Ft.	1010 Sq. Ft.
Fourth	24	North - East	782 Sq. Ft.	1017 Sq. Ft.

Md. Tohida Alam

Bidyut Hallick.

Binam Mallik

Bhredob Nath Banerjee

(CAR PARKING SPACES)

PARKING NO.	DIMENSION (Ft.)	AREA (Sq. Ft.) (ROUNDED OFF)
CP 01	08.12 Ft. X 14.03 Ft.	114 Sq. Ft.
CP 02	07.46 Ft. X 12.80 Ft.	95 Sq. Ft.
CP 05	09.11 Ft. X 14.03 Ft.	128 Sq. Ft.
CP 06	13.11 Ft. X 14.44 Ft.	189 Sq. Ft.
CP 08	08.70 Ft. X 16.00 Ft.	139 Sq. Ft.
CP 09	08.70 Ft. X 13.95 Ft.	121 Sq. Ft.
CP 10	08.53 Ft. X 13.95 Ft.	119 Sq. Ft.
CP 13	08.61 Ft. X 12.14 Ft.	105 Sq. Ft.
CP 15	08.53 Ft. X 13.19 Ft.	113 Sq. Ft.
CP 18	08.28 Ft. X 14.28 Ft.	118 Sq. Ft.
CP 19	08.12 Ft. X 20.75 Ft.	168 Sq. Ft.
CP 23	10.01 Ft. X 16.41 Ft.	164 Sq. Ft.

The Ground Floor Arrangement of Block "A" & "B" is shown in the separate Plans annexed herewith.

Be it mentioned here that the respective Allocation of the Land Owner and the Developer Firm will be coupled with the proportionate share & interest of the Entire Land under the Project, together with all the common rights, facilities & amenities along with the duties to be performed and liabilities to be carried out and the stair-case, lift and the roof of the Building will remain common to both the Parts herein or their subsequent transferees/s.

The Developer Firm will have the Right to change the Arrangement of the Common Services and/or it's Areas at the Ground Floor for providing better facility to the Owners & occupiers of the Project.

Mrs. Jyoti Man

Bidyt Mallick

Binaan Mallick

Shubel Nait Banerji

It has been specifically settled by & between the Parties herein that the arrangement of Car Parking Space will be made as per the availability of arrangement upto the maximum level ignoring the arrangement as may be shown in the Building Sanction Plan as the allotment of the Car Parking Space will be guided under the terms of the Agreement as may be entered into by & between the Parties herein as also the subsequent Transferee/s and there will be no subsequent claim and/or demand in respect of the area of the Car Parking Space in any manner whatsoever. The agreed saleable Car Parking Space, the area of which will be offered & accepted by the Parties will remain final & binding on the Parties irrespective of the statutory area of Car Parking Space or revenue payable area to be considered by the Registering Authority.

(SPECIFICATION OF CONSTRUCTION)

STRUCTURE & FOUNDATION :

Building designed on R.C.C. foundations confirming to National Building Code Rules of Concerning Authority or as per sanction plan and design.

FLOOR & SKIRTING :

The flooring of the individual residential units will have tiles with 04" skirting.

TOILETS :

Toilets will be provided with PVC pipes for general water supply from overhead tank with water connection from reasonable source. The Common Toilet and the WC will have Western Commode and the walls at the Bath will have glaze tiles upto 6'-0" height all around and the flooring will be of marble. There will be one shower side tap, one commode side tap and one shower connection with hot & cold mixture in the common toilet and in the WC there will be one tap connection.

Md. Tojib Munir

Bidoyat Mallick

Bintan Mallick

Shubhojit Banerjee

DOORS & DOORS' FRAMES :

All doors will have wooden frame and flush doors with standard thickness.

WINDOWS' FRAME & GRILL :

All windows will be sliding Aluminium windows having M.S. Grills of suitable design with smoked Glass.

INTERNAL & EXTERNAL WALLS :

Plaster walls finished with plaster of Paris, Brick works will be done 8" thickness for external and 3" for internal partition walls.

COLOUR FINISHING :

External walls to be two coated with Waterproof Cement Paint.

ELECTRICAL CONNECTIONS :WIRING :

All concealed wiring in every rooms, toilet, kitchen, living - cum - dining and verandah.

BEDROOM :

One bracket light point, One tube light point, One ceiling fan point, One night lamp point & One 5 pin plug point on switch board.
Two of the Bedrooms will have AC connection point.

LIVING / DINING :

One tube-light point, One bracket light point, One ceiling fan point, One 5 AMP plug point, One 5 pin plug point on switch board, One T.V. Antenna concealed pipe line layout only & One Electric Calling Bell (the switch of which will be there at the Main Door of the Flat).

KITCHEN :

One light point, One exhaust fan point, One 15 AMP plug point, One 5 pin plug point on switch board.

Mid. To Air. M. S. m

Bedroom Hallide.

Simson mallick

bleedeb Noh Pauwjee

BATHROOM :

One light point, One exhaust fan point, One 15 AMP plug point, One 5 pin plug point on switch board.

W.C. :

One light point, One exhaust fan point, One 5 pin plug point on switch board.

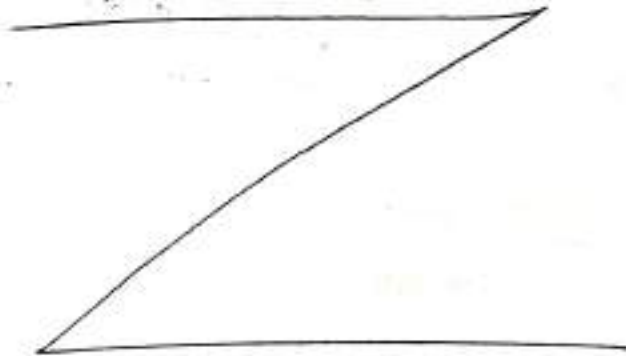
BALCONY/VERENDAH :

One light point, One fan point.

NOTE :

➤ Anything extra demanded by the Owner or intending Purchaser/s apart from the specification given herein that shall be made or done at the cost of the respective Owner / Purchaser payable in advance according to the market price.

➤ The responsibility for installation of the main Electric Meter will be with the Developer Firm i.e. the Second Party herein, but the cost of transformer's proportionate share will be borne by the Occupiers/Purchasers/Land Owners proportionately. The Purchaser/s & the Land Owners will be under the obligation to pay required charges for bringing separate/ individual Meter.



Shudeb Naita Pawanjia

Bhraman Mallik Bidyut Hallick. Md. Tokir Mann

IN WITNESS WHEREOF the Parties herein have set & subscribe their respective hands and put their respective signatures on this the day, month, year after going through the contents, understanding the meaning and realizing the results thereof.

IN THE PRESENCE OF :

(1) Partha Pratim Bandyopadhyay
S/O Bhudab Nath Bandyopadhyay
Ariakipata 2 Block 26, 1001
Kolkata - 99

Bhudab Nath Bandyopadhyay

SIGN. OF THE LAND OWNER

(1) SRISTI CONSTRUCTION
Biman Mallick
Partner

(2) SRISTI CONSTRUCTION
Pradyut Mallick
Partner

(3) SRISTI CONSTRUCTION
Md. Tohaz Alam
Partner

REP. OF THE DEVELOPER FIRM

(2) Ruba Banerjee
D/o K.C. Mukherjee
Ariakipata-2 Block 26
Flat 1001, Kolkata - 99

DRAFTED BY :

Sabyasachi Arnab

SABYASACHI ARNAB (ADV.)
Enrol. No. WB/948/99

JUDGES' COURT, ALIPORE,
KOLKATA 700027.

PREPARED BY :

Anulekha Ghosh
Adv.

JUDGES' COURT, ALIPORE,
KOLKATA 700027.

Bhudab Nath Bandyopadhyay

RECEIPT

RECEIVED from the Developer Firm herein named the entire receivable amount of Rs.37,00,000/- (Rupees Thirty Seven Lakh) as per the MEMO below :

MEMO

DATE	CHEQUE NO.	BANK	BRANCH	AMOUNT
25-12-2018	091717	Axis Bank	Boral Branch	Rs.2,00,000/-
12-06-2019	091736	Axis Bank	Boral Branch	Rs.13,00,000/-
12-06-2019	091737	Axis Bank	Boral Branch	Rs.2,00,000/-
05-01-2021	091802	Axis Bank	Boral Branch	Rs.2,00,000/-
19-01-2021	091803	Axis Bank	Boral Branch	Rs.18,00,000/-
TOTAL - (RUPEES THIRTY SEVEN LAKH)				Rs.37,00,000/-

IN THE PRESENCE OF :

(1) Bertha Pratim Bhow
Avidipta 1 Block 2 G
Flat 1001/101-79

Shudeb Nath Banerjee

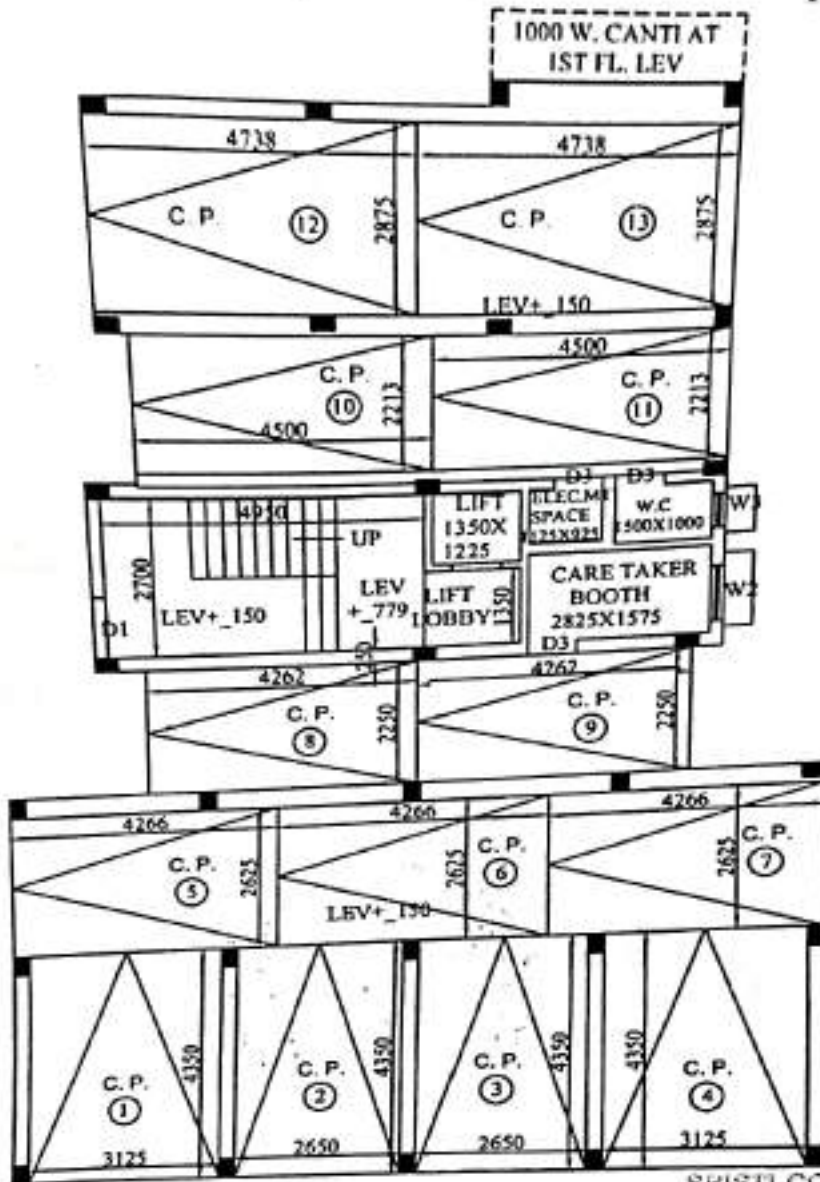
SIGN. OF THE LAND OWNER

(2) Ruba Banerjee
Avidipta 1 Block 2 G
Flat 1001/101-99

Shudeb Nath Banerjee

CHANGE
VC. &

PLAN OF THE GROUND FLOOR IN RESPECT OF G+IV STORIED BUILDING (BLOCK-A)
LOCATED AT K.M.C. PREMISES NO.- 190, BRAHMAPUR, P.S.- BANSDRONI, WARD
KOLKATA- 700096.



Shubdeb Nath Banerjee

BLOCK-A

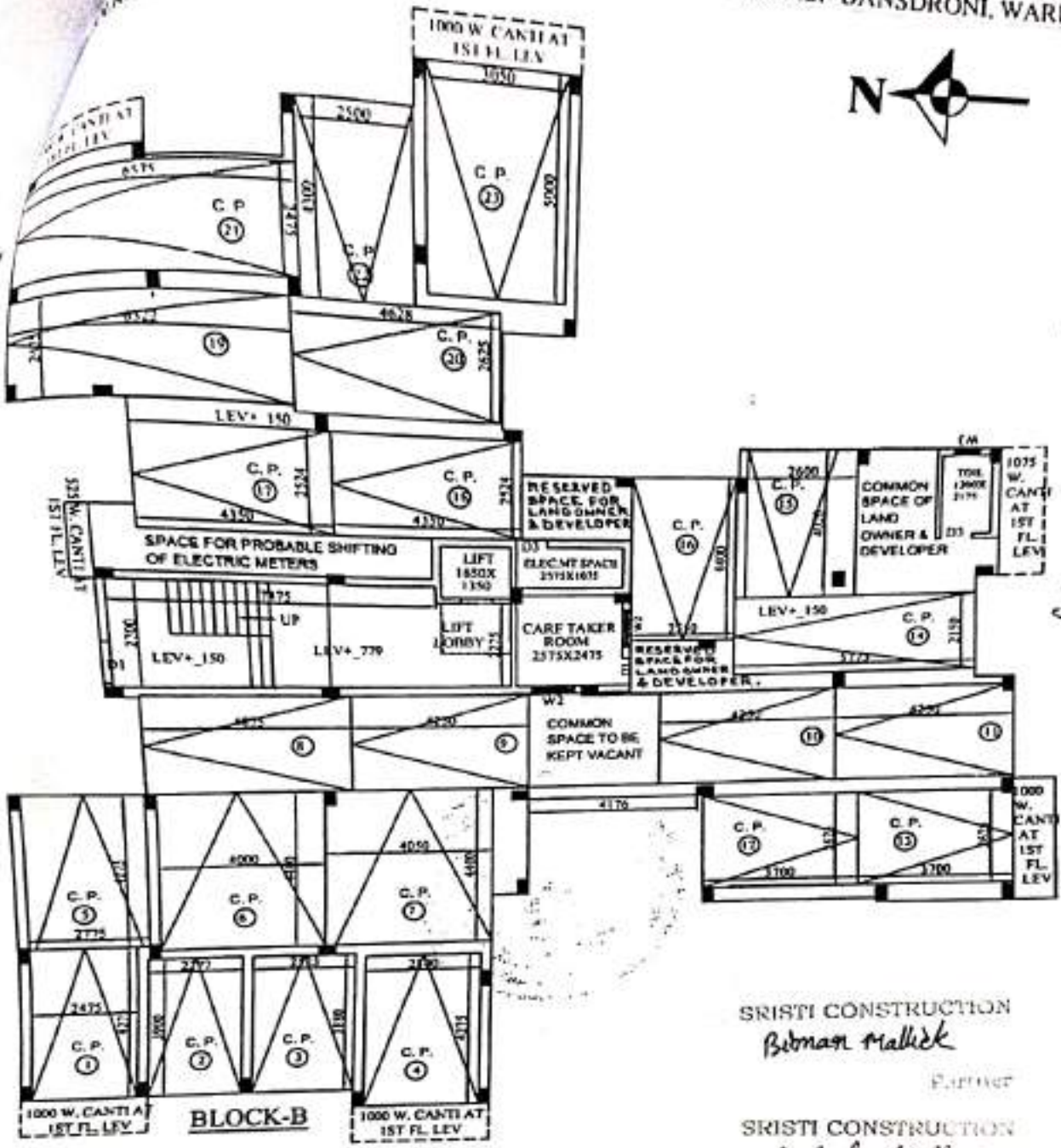
SRISTI CONSTRUCTION
md. Tofigul Alam
Partner

SRISTI CONSTRUCTION
Bidgut Hallick
Partner
SRISTI CONSTRUCTION
Bhraman Mallick
Partner

Shubdeb Nath Banerjee
SIGNATURE OF THE LAND OWNER
TRACED BY :- SALIM ALI MOLLA

SIGNATURE OF DEVELOPERS

... OF THE GROUND FLOOR IN RESPECT OF G+IV STORIED BUILDING (BLOCK-B)
 SITED AT K.M.C. PREMISES NO.- 190, BRAHMAPUR, P.S.- BANSDRONI, WARD
 KATA- 700096.



Shreehari Narain Banerjee

SRISTI CONSTRUCTION
Bibman Mallick
 Partner

SRISTI CONSTRUCTION
Bidgut Mallick
 Partner

SRISTI CONSTRUCTION
Md. Toufiq Alam
 Partner

Shreehari Narain Banerjee

SIGNATURE OF THE LAND OWNER
 TRACED BY :- SALIM ALI MOLLA.





SIGNATURE OF DEVELOPERS



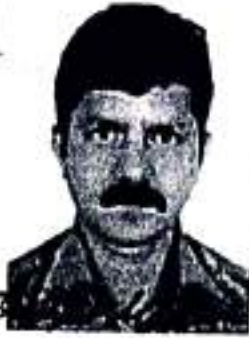

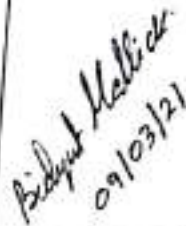


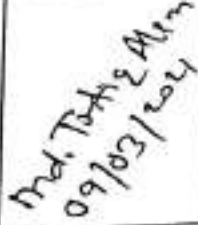


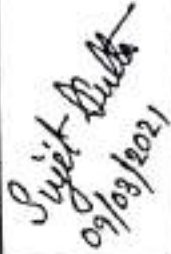
Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS, District Name :South 24-Parganas
Signature / LTI Sheet of Query No/Year 16013000444893/2021

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr BHUDEB NATH BANERJEE Alias Mr BHUDEB NATH BANDOPADHYAY 190, BRAHMAPUR, P.O:- GRAHMAPUR, P.S.- Bansdroni, Kolkata, District-South 24- Parganas, West Bengal, India, PIN - 700096	Land Lord	 <i>Bhudeb Nath Banerjee</i>		<i>Bhudeb Nath Banerjee</i> 09.03.2021
2	Mr BIMAN MALLICK A/78, GOSTOTALA NEW SCHEME GARIA, P.O.- GARIA, P.S.- Bansdroni, Kolkata, District-South 24- Parganas, West Bengal, India, PIN - 700084	Represent ative of Developer [SRISTI CONSTR UCTION]			<i>Biman Mallick</i> 09.03.2021

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr BIDYUT MALLICK A/7B, GOSTOTALA NEW SCHEME GARIA, P.O - GARIA, P.S - Bansdroni, Kolkata, District - South 24- Parganas, West Bengal, India, PIN - 700084	Represent ative of Developer [SRISTI CONSTR UCTION]			 09/03/21
4	MOHAMMED TOFIQ ALAM KASTURI PARK KUMROKHALI SOUTH, P.O:- NARENDRAPUR, P.S:- Sonarpur, Kolkata, District:-South 24- Parganas, West Bengal, India, PIN - 700103	Represent ative of Developer [SRISTI CONSTR UCTION]	 Md. Tofiq Alam		 09/03/2021
SI No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr SUJIT DUTTA Son of Late B K DUTTA ALIPORE JUDGES COURT, P.O.- ALIPORE, P.S.- Alipore, Kolkata, District - South 24- Parganas, West Bengal, India, PIN - 700027	Mr BHUDEB NATH BANERJEE, Mr BIMAN MALLICK, Mr BIDYUT MALLICK, MOHAMMED TOFIQ ALAM	 Sujit Dutta		 09/03/2021

(Maitreyee Ghosh)
DISTRICT SUB-
REGISTRAR
OFFICE OF THE D.S.R. - I
SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal

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

GRN Details

GRN: 192020210238599101
GRN Date: 03/03/2021 10:58:50
BRN : 1384082197
Payment Status: Successful
Payment Mode: Online Payment
Bank/Gateway: HDFC Bank
BRN Date: 03/03/2021 11:03:04
Payment Ref. No: 3000444893/5/2021
[Query No*/Query Year]

Depositor Details

Depositor's Name: SRISTI CONSTRUCTION
Address: C-33/1, BRAHMAPUR KOLKATA-700096
Mobile: 9831512883
Depositor Status: Seller/Executants
Query No: 3000444893
On Behalf Of: Mr SABYASCHI ARNAB
Identification No: 3000444893/5/2021
Remarks: Sale, Development Agreement or Construction agreement Payment No 5

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	3000444893/5/2021	Property Registration- Stamp duty	0030-02-103-003-02	74521
2	3000444893/5/2021	Property Registration- Registration Fees	0030-03-104-001-16	37021
			Total	111542

IN WORDS: ONE LAKH ELEVEN THOUSAND FIVE HUNDRED FORTY TWO ONLY.

Bleedeb Naiti Banerje

Md. Tofiq Islam

Bidyut Mallick

Biman Mallick

Bleedeb Naiti Banerje

Major Information of the Deed

Deed No :	I-1601-00745/2021	Date of Registration	10/03/2021
Query No / Year	1601-3000444893/2021	Office where deed is registered	
Query Date	26/02/2021 11:46:10 AM	1601-3000444893/2021	
Applicant Name, Address & Other Details	SABYASCHI ARNAB ALIPORE JUDGES COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830464205, Status :Advocate		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Set Forth value	Rs. 37,00,000/-		
Stampduty Paid(SD)	Rs. 75,021/- (Article:48(g))		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		
	Additional Transaction		
	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 37,00,000/-]		
	Market Value		
	Rs. 3,23,92,567/-		
	Registration Fee Paid		
	Rs. 37,053/- (Article:E, E, B.)		

Land Details :

District: South 24-Parganas, P.S:- Bansdrani, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Brahmapur, , Premises No: 190, , Ward No: 111 Pin Code : 700096

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	22 Katha 8 Chatak 13 Sq Ft	36,00,000/-	2,38,92,567/-	Property is on Road
Grand Total :					37.1548Dec	36,00,000 /-	238,92,567 /-

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	10000 Sq Ft.	1,00,000/-	85,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 10000 Sq Ft., Residential Use, Mosaic Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		10000 sq ft	1,00,000 /-	85,00,000 /-	

12/03/2021 Query No:-16013000444893 / 2021 Deed No :- 160100745 / 2021, Document is digitally signed.

Transfer of property for L1		
No.	From	To. with area (Name-Area)
	Mr BHUDEB NATH BANERJEE	SRISTI CONSTRUCTION-37.1548 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr BHUDEB NATH BANERJEE	SRISTI CONSTRUCTION-10000.00000000 Sq Ft

17/03/2021 Query No:-16013000444893 / 2021 Deed No :I - 160100745 / 2021, Document is digitally signed.

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Mr BHUDEB NATH BANERJEE, (Alias: Mr BHUDEB NATH BANDOPADHYAY) Son of Late MANMATHA NATH BANERJEE 190, BRAHMAPUR, P.O:- BRAHMAPUR, P.S:- Bansdroni, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700096 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADxxxxxx9F, Aadhaar No: 57xxxxxxxx9184, Status :Individual, Executed by: Self, Date of Execution: 09/03/2021 . Admitted by: Self, Date of Admission: 09/03/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/03/2021 . Admitted by: Self, Date of Admission: 09/03/2021 ,Place : Pvt. Residence</p>

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>SRISTI CONSTRUCTION 101, BRAHMAPUR, P.O:- BRAHMAPUR, P.S:- Bansdroni, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700096 , PAN No.:: ACxxxxxx5I, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Mr BIMAN MALLICK Son of Late SANTOSH MALLICK A/78, GOSTOTALA NEW SCHEME GARIA, P.O:- GARIA, P.S:- Bansdroni, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx4L, Aadhaar No: 39xxxxxxxx7306 Status : Representative, Representative of : SRISTI CONSTRUCTION (as PARTNER)</p>
2	<p>Mr BIDYUT MALLICK Son of Late SANTOSH MALLICK A/78, GOSTOTALA NEW SCHEME GARIA, P.O:- GARIA, P.S:- Bansdroni, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx8L, Aadhaar No: 68xxxxxxxx3801 Status : Representative, Representative of : SRISTI CONSTRUCTION (as PARTNER)</p>
3	<p>MOHAMMED TOFIQ ALAM (Presentant) Son of Late MD YASIN ANSARI KASTURI PARK KUMROKHALI SOUTH, P.O:- NARENDRAPUR, P.S:- Sonarpur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700103, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: ANxxxxxx5M, Aadhaar No: 90xxxxxxxx1617 Status : Representative, Representative of : SRISTI CONSTRUCTION (as PARTNER)</p>

Identifier Details :

Name	Photo	Finger Print	Signature
<p>Mr SUJIT DUTTA Son of Late B K DUTTA ALIPORE JUDGES COURT, P.O:- ALIPORE, P.S - Alipore, Kolkata, District:- South 24-Parganas, West Bengal, India, PIN - 700027</p>			

Identifier Of Mr BHUDEB NATH BANERJEE, Mr BIMAN MALLICK, Mr BIDYUT MALLICK, MOHAMMED TOFIQ ALAM

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Amount of Stamp Duty
Stamp Duty payable for this document is Rs. 75.021/- and Stamp Duty paid by Stamp Rs 500/-
Stamp = Rs 74,521/-

Description of Stamp
Stamp Type: Impressed, Serial no 24, Amount: Rs. 500/-, Date of Purchase: 01/03/2021, Vendor name: T DUTTA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 03/03/2021 11:00AM with Govt. Ref. No: 192020210238599101 on 03-03-2021, Amount Rs: 74,521/-,
Bank: HDFC Bank (HDFC0000014), Ref. No. 1384082197 on 03-03-2021, Head of Account 0030-02-103-003-02

M. M. Ghosh

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

Endorsement For Deed Number : I - 160100745 / 2021

On 09-03-2021

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

Presented for registration at 18 00 hrs on 09-03-2021, at the Private residence by MOHAMMED TOFIQ ALAM ,

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

Execution is admitted on 09/03/2021 by Mr BHUDEB NATH BANERJEE, Alias Mr BHUDEB NATH BANDOPADHYAY, Son of Late MANMATHA NATH BANERJEE, 190, BRAHMAPUR, P O BRAHMAPUR, Thana: Bansdrani, . City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700096, by caste Hindu, by Profession Retired Person

Identified by Mr SUJIT DUTTA, . . Son of Late B K DUTTA, ALIPORE JUDGES COURT, P O: ALIPORE, Thana: Alipore, . City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 09-03-2021 by Mr BIMAN MALLICK, PARTNER, SRISTI CONSTRUCTION (Partnership Firm), 101, BRAHMAPUR, P.O:- BRAHMAPUR, P.S:- Bansdrani, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700096

Identified by Mr SUJIT DUTTA, . . Son of Late B K DUTTA, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, . City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Execution is admitted on 09-03-2021 by Mr BIDYUT MALLICK, PARTNER, SRISTI CONSTRUCTION (Partnership Firm), 101, BRAHMAPUR, P.O:- BRAHMAPUR, P.S:- Bansdrani, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700096

Identified by Mr SUJIT DUTTA, . . Son of Late B K DUTTA, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, . City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Execution is admitted on 09-03-2021 by MOHAMMED TOFIQ ALAM, PARTNER, SRISTI CONSTRUCTION (Partnership Firm), 101, BRAHMAPUR, P.O:- BRAHMAPUR, P.S:- Bansdrani, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700096

Identified by Mr SUJIT DUTTA, . . Son of Late B K DUTTA, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, . City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Maitreyee Ghosh

Maitreyee Ghosh

DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal

On 10-03-2021

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.

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 3,23,92,567/-

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 37,053/- (B = Rs 37,000/- , E = Rs 21/- , H = Rs 28/- , M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 37,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/03/2021 11.00AM with Govt. Ref. No: 192020210238599101 on 03-03-2021, Amount Rs: 37,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1384082197 on 03-03-2021, Head of Account 0030-03-104-001-16

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1601-2021, Page from 36347 to 36430
being No 160100745 for the year 2021.



Digitally signed by MAITREYEE GHOSH
Date: 2021.03.12 13:04:13 +05:30
Reason: Digital Signing of Deed.

Maitreyee Ghosh

(Maitreyee Ghosh) 2021/03/12 01:04:13 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)