

Action Diet Sub-Heightran

115 DEC 2021

#### **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT is made on this the 15th day of Decembin the year Two thousand and twenty one (2021) A.D.

BETWEEN

1) RANU MONDAL PAN -BEMPM4059Q, Aadhaar No. 3516
7086 4906, daughter of Sri Balai Chandra Mondal, by faith Hindu, by nationality Indian, by occupation Service, residing at B4, South Park, P.O. & P.S. Bansdroni, Kolkata - 700 070, and 2) DIPA DEB MONDAL, PAN -BQAPD2682N, Aadhaar No. 2196 9941 8799, daughter of Sri Balai Chandra Mondal, wife of Subrata Deb Mandal, by faith Hindu, by nationality Indian, by occupation Housewife, residing at Baharu Station Road, P.O. Baharu, P.S. Baruipur, District. South 24-Parganas, Pin 743372, hereinafter called and referred to as the LAND OWNERS (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the FIRST PART;

#### A N D

BMASS ENTERPRISE PAN – AAYFB1398L, a Partnership firm, having its registered office at K.M.C. premises No. 9, Prafulla Nagar, P.O. & P.S. Bansdroni, Kolkata – 700 070, and postal Address: P. L. No. 418, Prafulla Nagar, P.O. & P.S. Bansdroni, Kolkata -700 070, represented by its Partners namely (1) SUBHASH PAL, PAN – APBPP4723M, Aadhaar No. 6552 5430 3918, son of Late Manik Pal, by faith Hindu, by nationality Indian, by occupation Business, residing B-53, South Park, P.O. Bansdroni, P.S. Bansdroni, Kolkata – 700 070, (2) MANIK SARDAR, PAN – CSIPS4972D, Aadhaar No. 3053 7729 9587, son of Late Kochiram Sardar, by faith Hindu, by nationality Indian, by occupation Business, residing P-17, Pirpukur Road, P.O. Bansdroni, P.S. Bansdroni, Kolkata – 700 070, (3) SRI ANATH SARDAR, PAN – BZEPS7486J, Aadhaar No. 2053 5159 5835, son of Late Dulal Chandra Sardar, by faith Hindu, by nationality Indian, by occupation Business, residing P-13, H.L.

Sarkar Road, P.O. Bansdroni, P.S. Bansdroni, Kolkata - 700 070, (4) SWAPAN DEV, PAN – DCEPD7846A, Aadhaar No. 2505 8072 1679, son of Late Soumen Dev, by faith Hindu, by nationality Indian, by occupation Business, residing B/54, South Park, P.O. Bansdroni, P.S. Bansdroni, Kolkata - 700 070, and (5) BISWAJIT RAY, PAN – BXIPR7200K, Aadhaar No. 3290 3181 1791, son of Late Bijay Kumar Ray, by faith Hindu, by nationality Indian, by occupation Business, residing P.L. No. 418, Prafulla Nagar, P.O. Bansdroni, P.S. Bansdroni, Kolkata - 700 070, hereinafter called the DEVELOPER (which term or expression shall unless repugnant to context either expressly or impliedly shall deem to mean and include his heirs, legal representatives, successors in office) hereinafter also referred to as the SECOND PART.

WHEREAS one Bijoy Krishna Mondal (since deceased) was the owner in respect of all that piece and parcel of land measuring more or less 21 Decimals out 27 decimals under R.S. Khatian No. 701 and R.S. Dag No. 1285, and Land measuring 28 decimals under Khatian No. 700, Khanda Khatian No. 1044, under Dag No. 1285 total land measuring more or less 49 Decimals, lying and situate at Mouza: Bansdroni, J.L. No. 45, Touzi No. 151, R.S. No. 381, under P.S. then Regent Park, now Bansdroni, District. South 24-Parganas, within the limits of the Kolkata Municipal Corporation under Ward No. 113.

AND WHEREAS said Bijoy Krishna Mondal gifted the aforesaid land in favour of his four sons namely Sri Balai Chandra Mondal, Kanai Lal Mondal, Nemai Chandra Mondal and Sannyashi Charan Mondal on 23.9.1960 which was duly registered at the office of the S.R. Alipore, duly recorded in Book No. I, volume No. 113, pages from 278 to 282, Being No. 7646 for the year 1960.

AND WHEREAS after getting the said property, the said Sri Balai Chandra Mondal, Kanai Lal Mondal, Nemai Chandra Mondal and Sannyashi Charan Mondal enjoying 1/4th each share thereof.

<u>AND WHEREAS</u> subsequently the aid Kanai Lal Mondal sold his 1/4<sup>th</sup> respective portion to several persons and leave his right title and interest over the said land leaved his father.

AND WHEREAS due avoid any future complication and dispute, the said Balai Chandra Mondal, Nemai Chandra Mondal and Sannyashi Charan Monda had partitioned their portion of land by virtue of a Deed of partition on 11.8.1988 which was duly registered at the office of the DSR Alipore, duly recorded in Book No. I, being No. 9589 for the year 1988,

AND WHEREAS by way of said partition deed the said Balai Chandra Mondal got all that piece and parcel of Danga Land measuring more or less 7(seven) cottahs 1(one) chittaks, lying and situate at Mouza: Bansdroni, J.L. No. 45, Touzi No. 151, R.S. No. 381, R.S. Khatian No. 1044, under R.S. Dag No. 1285 under P.S. then Regent Park, now Bansdroni, District. South 24-Parganas, within the limits of the Kolkata Municipal Corporation under Ward No. 113.

AND WHEREAS out of love and affection the said Balai Chandra Mondal gifted the total Danga Land measuring more or less 7(seven) cottahs 1(one) chittaks, in favour of his two daughters namely Ranu Mondal and Dipa Mondal, the LANDOWNERS herein of these presents, by virtue of a Deed of Conveyance which was duly registered at the office of the ADSR Alipore, duly recorded in Book No. I, Volume No. 54, Pages from 231 to 238, Being No. 2751 for the year 1988.

AND WHEREAS after getting the said property, the landowners herein mutated their names in the Kolkata Municipal Corporation being premises No. 454, Pirpukur Road, Assessee No. 31-113-19-0454-3, under

K.M.C. ward No. 113, paying taxes regularly to the concerned office in their names, and constructed a dwelling structure thereon.

AND WHEREAS due to better enjoyment of the said landed property, the owners herein decided to construct a multi storied building thereon, but due to paucity of money, associated with other problems, the owners herein decided to appoint a Developer to develop the said property.

AND WHEREAS knowing the such intentions of the owners herein the Developer herein decided to develop the said property.

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

## ARTICLE - I

#### DEFINATIONS

A. In this Agreement unless it be contrary or repugnant to the subject or context the following words and/or expression shall mean as follows:-

"THE OWNER" shall mean 1) RANU MONDAL PAN—BEMPM4059Q, Aadhaar No. 3516 7086 4906, daughter of Sri Balai Chandra Mondal, by faith Hindu, by nationality Indian, by occupation Service, residing at B4, South Park, P.O. & P.S. Bansdroni, Kolkata—700 070, and 2) DIPA DEB MONDAL, PAN—BQAPD2682N, Aadhaar No. 2196 9941 8799, daughter of Balai Chandra Mondal, wife of Subrata Deb Mandal, by faith Hindu, by nationality Indian, by occupation Housewife, residing at Baharu Station Road, P.O. Baharu, P.S. Baruipur, District. South 24-Parganas, Pin 743372, and their heirs, executors, administrators, successors, legal representatives, nominees and assigns.

"THE DEVELOPER" shall mean BMASS\_ENTERPRISE\_PAN -AAYFB1398L, a Partnership firm, having its registered office at 9, Prafulla Nagar, P.O. & P.S. Bansdroni, Kolkata - 700 070, represented by its Partners namely (1) SUBHASH PAL, PAN - APBPP4723M, Aadhaar No. 6552 5430 3918, son of Late Manik Pal, by faith Hindu, by nationality Indian, by occupation Business, residing B-53, South Park, P.O. Bansdroni, P.S. Bansdroni, Kolkata - 700 070, (2) MANIK SARDAR, PAN - CSIPS4972D, Aadhaar No. 3053 7729 9587, son of Late Kochiram Sardar, by faith Hindu, by nationality Indian, by occupation Business, residing P-17, Pirpukur Road, P.O. Bansdroni, P.S. Bansdroni, Kolkata - 700 070, (3) ANATH SARDAR, PAN - BZEPS7486J, Aadhaar No. 2053 5159 5835, son of Late Dulal Chandra Sardar, by faith Hindu, by nationality Indian, by occupation Business, residing P-13, H.L. Sarkar Road, P.O. Bansdroni, P.S. Bansdroni, Kolkata - 700 070, (4) SWAPAN DEV, PAN - DCEPD7846A, Aadhaar No. 2505 8072 1679, son of Late Soumen Dev, by faith Hindu, by nationality Indian, by occupation Business, residing B/54, South Park, P.O. Bansdroni, P.S. Bansdroni, Kolkata - 700 070, and (5) BISWAJIT RAY, PAN -BXIPR7200K, Aadhaar No. 3290 3181 1791, son of Late Bijay Kumar Ray, by faith Hindu, by nationality Indian, by occupation Business, residing P.L. No. 418, Prafulla Nagar, P.O. Bansdroni, P.S. Bansdroni, Kolkata - 700 070, and their heirs, executors, administrators, successors, legal representatives, nominees and assigns.

"THE LANDED PROPERTY" shall mean premises plot of <u>ALL</u>

THAT piece and parcel of Bastu land measuring more or less 7(seven) cottahs 1(one) chittaks, lying and situate at Mouza: Bansdroni, J.L. No. 45, Touzi No. 151, R.S. No. 381, R.S. Khatian No. 1044, under R.S. Dag

No. 1285 under P.S. then Regent Park, now Bansdroni, District. South 24-Parganas, within the limits of the Kolkata Municipal Corporation being premises No. 454, Pirpukur Road, Assessee No. 31-113-19-0454-3, under K.M.C. ward No. 113, morefully mentioned in the schedule "A" hereunder written.

"THE NEW BUILDING" shall mean the G+III storied building to be constructed on the Premises by the Developer in pursuance hereof on the land described hereinabove upon sanction of proposed building plan by the Kolkata Municipal Corporation.

"THE OWNER'S ALLOCATION" shall mean that 45% of the constructed area said building i.e. one flat on the south west (2 BHK), another (1 BHK)Western side and one car parking space South east side on the ground floor, entire first floor, and one flat (2 BHK)on the north west side of the third floor, save and except the Developers allocation.

"THE DEVELOPER'S ALLOCATION" shall mean that rest 55% portion of the building constructed area i.e. save and except the Owners Allocation.

<u>ARCHITECT/LICENSED BUILDING SURVEYOR</u>: shall mean any qualified person or persons and/or firm or firms appointed or nominated by the Developer for design and planning of the newly proposed building to be constructed at the said premises.

"COMMON PORTIONS, FACILITIES & AMENITIES" shall mean all the common areas and installations to comprise in the new building and the premises after the development including in common roof right, stair cases, lobbies, passages, path ways, boundary walls, service areas and other facilities which may be mutually agreed upon and between

the parties as required for the establishment location enjoyment provisions maintenance and/or management of the building.

"SALEABLE SPACE" shall mean the space in the building available for independent use and occupation after making due provision for common areas and facilities and the space required thereof.

"PROJECT" shall mean the work of development undertaken to be done by the Developer in pursuance hereof, till the development of the premises be completed and possession of the completed units is taken over by the unit owner.

"<u>UNIT</u>" shall mean any flat or other covered areas in the new building, which is capable of being exclusively, owned used and/or enjoyed by any Unit Owner and which is not the common portions.

"<u>UNIT OWNERS</u>" shall mean any person who acquires, holds and/or owns any unit in the new building and shall include the owner and the Developer for the units hold by them, from time to time.

"<u>TIME</u>" the building shall be completed within 24 (twenty four) months from the date of sanctioned plan by the Kolkata Municipal Corpration with extra 6 months for completion of the construction.

"SPECIFICATION" shall mean the specifications for completely the new building as stated in the Schedule "D" hereto.

"TRANSFER" shall mean with its grammatical variation shall include possession under an Agreement or performance of contract and for any other means also as defined under section 2(47)(I) to (VI) 269 UA(a) F & (ii) of the Income tax Act 1966 although the same may not amount to a transfer within the meaning of Transfer of property Act 1882.

"<u>TRANSFEREE</u>" shall mean person, or persons whom any space in the building has been transferred.

"WORD" importing singular shall include plural and vice versa.

<u>MASCULINE</u>: shall include the feminine and neuter gender and vice versa.

# B. <u>THE OWNER HAVE REPRESENTED TO THE</u> <u>DEVELOPER AS FOLLOWS</u>:-

- There is no excess vacant land at the said premises within the meaning of the Urban Land (Ceiling and Regulations ) Act, 1976.
- ii) That the Developer shall give a full sets Xerox copy of sanctioned plan to the owner including floor wise plan, which will remain with the Owner.
- iii) That the owners absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said premises mentioned hereinabove and shall retain symbolic possession until the said premises is fully developed.
- iv) That the right title and interest of the owners in the said premises mentioned hereinabove, is free from all encumbrances and owners have a marketable title to the same.
- v) That the entirely of the said premises mentioned hereinabove is in actual and physical possession of the owner.
- vi) That the owner have not received any notice for acquisition or requisition of said premises mentioned hereinabove or any part or portion thereof under any laws for the time being in force.

- vii) Neither the premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any court of law or due to Income Tax. Revenue or any other public Demand.
- viii) The owners have not entered into any agreement for sale or any agreement, lease Development or otherwise for transfer and/or development of the said premises mentioned hereinabove or any part or portion thereof in favour of anyone other than in favour of the Developer herein.
- ix) That the owners are not aware of any impediment affecting the said premises mentioned hereinabove hereby they are in any way barred from entering into this agreement.
- x) That the owners are fully entitled to deal with develop and/or dispose off proportionate share of the said premises mentioned hereinabove and thus enter into this agreement.
- xi) The expenses of the mother meter will be provided equally by the purchasers.
- xii) That in the event of any extra work done by the developer for the owner, in this respect the owner as well as purchasers will provide the expenses.

#### <u>ARTICLE - II</u> <u>COMMENCEMENT</u>

2.1 This agreement shall cease to operate only in the event of complete transfer and registration of all the Developer's allocated saleable space in the new proposed building by the Developers in the manner as provided herein which shall be proceed by construction and delivery of possession of the owner's allocation.

#### ARTICLE - III

#### DEVELOPER'S PRIMARY OBLIGATION

The Developer will hand over owner's allocation to the owners at the New Building at first and paid the entire taxes as also arrears of taxes in respect of the premises till delivery of possession of the owner's allocation and after that also the intending buyer or buyers of the Developer's allocation.

#### ARTICLE - IV

#### DEVELOPER'S RIGHT & REPRESENTATION

- 4.1 That save and except the owner's allocation portion, the Developer have full rights to execute any agreement for sale, transfer and conveyed the developer's allocation according to their own choice and repossession of owner's allocation and the Developer shall be responsible for any amount taken/received by him from intending purchaser/s and the owner shall not have any liabilities for the same.
- 4.2 The owner shall grant to the developer a Registered General Power of Attorney afterwards these presents as may be required for the purpose in connection with the construction of the said building.
- 4.3 The owner shall deliver or handover all Xerox copies and all the documents relating to the said property which are in possession and control of the owner at the time of execution of these presents to the developer and the owner shall produce all Xerox and all other documents regarding the said property as and when required by the Developers.

#### ARTICLE - V

#### DEVELOPER'S OBLIGATIONS

- 5.1 The Developer shall use and/or cause to be used such standard building materials (I.S. standard) as shall be specified by the licensed building surveyor or registered Architect of the Building PROVIDED HOWEVER proportion and quality of such materials shall confirm to the accept standard of I.S. specification and the building rules regulations and/or orders in force for the time being.
- 5.2 The building shall be created, constructed and completed by the Developer shall consist of the specification provided in Schedule "B" hereunder written and all flats/Units as well as common areas and facilities shall consist of and be provided with materials, fixtures, fittings and facilities.
- 5.3 Developer shall construct and complete the building under its direct supervision and control and with the best workship and like manner and shall comply with all statutory Regulations, Building Rules and statutory stipulations from time to time to be imposed or as would be made applicable.
- 5.4 Cost, charges, fees, levies, impositions, statutory payments, taxes and expenses of whatsoever name called for erection, construction and completion of the said building and during the period of Development work, its materials, fittings and fixtures in all respect, including temporary and residential connections of water, sewerage, electricity in accordance with law and other amenities for the building shall be paid and borne by the Developer and the owner have no responsibility and/or liability towards payment of any dues, liabilities, costs, charges and expenses by whatsoever name called relating to and/or arising there from in any manner of whatsoever nature, However to

avoid any future doubts, it is made clear that the costs, deposit and charges for individual and separate electricity. Meters for the respective Flat/Unit shall be borne by the concerned unit owner and the Developer shall have no responsibility for the same.

- The developer shall be responsible and liable for payment of and/or meeting all costs, charges, fees, levies and expense of the building materials, all permissions, licenses, quota as and to the requirements for erections/construction and completion of the building in totality. Under no circumstances the owner shall be responsible or liable for payment of any amount of whatsoever nature or on any account either to the developer or to any other persons or otherwise for erection, construction and completion of the said newly proposed, building or any part thereof or on any other account or for any other acts, deeds, obligations and things by whatever name called that may be done executed or performed by the Developer. The Developer shall at it own costs and expenses, cause to be required for supply of standard building materials so as to ensure the progress of erection, construction and ultimate completion of the Building within the time specified herein.
- 5.6 While dealing with and/or entering into any agreements and/or dealing with commitments relating to the Developer's allocated portion (as defined hereinbefore) or any part thereof, the Developer shall fully comply with, observe fulfill and perform the requirements under the law and while incorporate and ensure fulfillment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter the owner shall not be responsible or liable for any commitments that may be made by the developer.

- 5.7 In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever including injury and/or damage to any person or persons or property of or any loss of lice, the Developer shall be solely liable and responsible for the same and the consequences arising therefore in all respect and shall at all point of time keep the owner indemnified for the same and all consequences, it is specifically agreed and understood that the owner shall not be responsible and/or liable entire for any act or more and manner of construction, defect, deviations, damages or any proceedings if initiated by any persons and/or authority relating to and or arising out of erection construction or completion of the said newly proposed building or any part thereof.
- 5.8 Notwithstanding anything contained or stated herein all labours, workers, supervisor and other employees or persons by whatsoever definition employed, engaged, deputed appointed or required for construction and completion of the building shall be regarded as the Developer's employees or workmen and the owner shall have no concern and not be responsible or liable for meeting any obligations in any manner whatsoever.
- 5.9 The Developer shall be solely responsible for and make pay all payments, wages dues, contributions, entitlements contractual and/or statutory obligations and requirements of the workmen, supervision, workers, labours, employees, architect and other by whatever name called or described, appointed, deputed or engaged or required or put on site for the erection, construction and completion of the said newly proposed building and every part thereof and the owner shall under no circumstances not to deemed to be the employer and no

responsibility and/or liability will shift upon them and the Developer shall keep indemnified from all or any claim damage, payments costs and consequences suffered or incurred there from.

5.10 The owner shall not be answerable or liable for any mode, part or nature of construction or for any material to be used in course of or relating to erection constructional completion of the building and/or part thereof provided standard materials.

#### ARTICLE - VI

#### OWNER'S OBLIGATIONS

- 6.1 The owner or their constituted Attorney shall sign and execute all plans, drawings, specifications elevations, forms, applications and all other papers and verify and affirm required affidavits and declarations as may be required from time to time for all or any permission, consent, sanction or licence required under the law in connection with or relating to or arising out of construction erection and completion of the said building or as may be required from time to time in accordance with law.
- Attorney, which relate to couple of interest as are or may be required in connection with the sale the flats of developers allocation, construction erection completion of the newly proposed building and appear for and represent the owner before all concerned authorities and to make sign and execute applications declarations and other relevant papers and documents to appropriate authorities for obtaining all quotas, entitlements, permit licenses and other allocations of building materials and/or for temporary and permanent connections of water, sewerage and electricity or as may required from time to time, in accordance with law and/or otherwise concerning negotiations for

expenses in that respect shall be borne by the Developer and in this respect the owner hereby to do all the acts, deeds and things for completion of the newly proposed building at the aforesaid premises.

#### ARTICLE - VII

- 7.1 In the event the owner is desirous of having any additional or special type of fittings other than that provided hereunder written in their allocated portion or any part thereof the Developer shall have the same duly provided subject to payment of differences of the costs, charges and expenses for the said fittings and fixtures shall be separately paid and borne by the owner immediately on demand by the Developer.
- 7.2 The land upon which the said building shall be erected and constructed and appurtenant thereto as also the common areas facilities to be provided for and/or at the said building shall always remain common, impartible, indefeasible and undivided whereas the owner shall be at liberty to deal with their allocated portions together with the undivided proportionate part or share of the land as well as the common areas and facilities. The Developer shall similarly be entitled to deal with its allocated portion together with the undivided proportionate part or share of the land as well as common areas and facilities in accordance with law.
- 7.3 The format of the Draft Indenture of Conveyance, that may be required to be executed and registered by the owner unto and in favour of the Developer and/or its nominee or Nominees in respect of and/or relating to the Developer's allocated portions and/or any part thereof, shall be prepared by the Developer's Advocate subject to verification by the owner and the owner shall only execute such

approved indenture of conveyance (s) unto and in favour of the Developer and/or its nominee or nominees as the case may be subject to the terms and conditions provided herein and the owner shall not be responsible for the consideration mentioned in those Deed of Conveyance.

7.4 Subject to the above restrictions and conditions contained herein the Developer shall be entitled to enter into any contract agreement relating to allocated portions or an part thereof on such terms and conditions and stipulations as it may deem fit and proper in accordance with law and the owner shall execute required Indenture unto and in favour of the said nominee or nominees of the Developer and cause the same registered in accordance with law and admit such execution registration provided however, all acts, charges and expenses of the required value of stamp duty, registration costs or incidental thereto and paid and borne by the Developers and/or its nominee or nominees as the case may be.

# ARTICLE - VIII COMMON OBLIGATIONS

- 8.1 On and from the date of receipt of completion certificate from the Kolkata Municipal Corporation of the building in accordance with law, the owner as well as the Developer shall comply with and/or ensure compliance with the under mentioned requirements and restrictions.
  - a. To pay punctually and regularly for their respective locations all rates taxes, levies, fees, charges, impositions and outgoings to the concerned authorities or otherwise as may be mutually agreed upon by and between the parties hereto and/or the respective owner and recorded in writing and the parties hereto shall keep each other duly

indemnified against all claims actions, demands costs, charges and expenses and proceedings whatsoever directly or indirectly suffered by or paid by either of them as the case may be consequent upon any default by the other.

- b. To abide by all laws, rules and regulations and others of the enactments the Government and/or local bodies or otherwise issued and/or imposed upon in accordance with law, as the case may be and shall attend to and answer and the responsible for any deviation, violation and/or breach thereof in any manner.
- c. Not to create any disturbance or annoyance either to the other cooccupiers of the building or to the neighbors.

#### ARTICLE - IX

#### **MISCELLANEOUS**

- 9.1 This agreement shall always be treated as an agreement by and between principal to Principal. The owner and the Developer have entered into this Agreement purely as a Contract and nothing contained herein shall be deemed to construe or constitute as partnership between the owner and the Developer or an association or persons. Nothing in these presents shall be construed as a sale, demise or assignment or conveyance in lieu of the said premises or any part thereof to the Developer by the owner or as creating any right, title or interest thereof in favour of the Developer to develop the same thereunder subject to the terms and conditions of the presents.
- 9.2 It is understood that from time to time to facilitate the construction of the building by the Developer various acts, deeds, matters and things not herein specified may be required to be done, executed and performed and for which the Developer shall require adequate powers and authorities from the owner and for such matters, the owner shall

provide all required power and authorities unto and in favour of the developer as and when the same is or are required and called upon and to execute sign all such additional applications and other papers and documents as may be required from time to time in accordance with law provided that those acts, deeds matters and things do not in any way in fringe or prejudice the right of the owner and/or be contrary to the terms and stipulations contained in these presents or against the spirit thereof.

- 9.3 It is clarified that all work of development shall be done by the Developer at own costs and expenses but for and on behalf of himself/themselves and/or the nominee/nominees in respect of the Developer's Area and for and on behalf of the owners in respect of the owner's Area.
- 9.4 The entire dues amount i.e., municipal tax and other outgoings in respect of the said premises will be paid by the Developers from the date of signing of this Agreement and completion certificate of the said new building.
- 9.5 All the Original Documents regarding the premises shall be handed over by the owner to the Developer and after the completion of the construction work the same shall be handed over by the Developer to the owner.
- 9.6 Each party shall be responsible and liable for their respective shares of taxes and impositions relating to their respective allocations after receipt of completion certificate from the Kolkata Municipal Corporation by the Developer.

#### ARTICLE - X

#### FORCE MAJURE

obligation herein under to the extent that the performance of the relative obligations prevented by the existence of the "FORCE MAJURE" which shall mean and include floor, earthquake, riot, war, storm, tempest, civil commotion, strike, lock out, labour unrest, Covid, Lockdown, and/or any other acts or commission beyond the control of the Developer affected thereby and also non-availability of essential materials like cement, steel, etc and shall be suspended from the obligation during the duration of the "FORCE MAJURE".

# ARTICLES – XI JURISDICTION

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

#### THE SCHEDULE "A" REFERRED TO ABOVE

ALL THAT piece and parcel of Danga land measuring more or less 7(seven) cottahs 1(one) chittaks, alongwith 1200 sq.ft. asbestos shed structure, lying and situate at Mouza: Bansdroni, J.L. No. 45, Touzi No. 151, R.S. No. 381, R.S. Khatian No. 1044, under R.S. Dag No. 1285 under P.S. then Regent Park, now Bansdroni, District. South 24-Parganas, within the limits of the Kolkata Municipal Corporation being premises No. 454, Pirpukur Road, Assessee No. 31-113-19-0454-3, under K.M.C. ward No. 113, together with common part and facilities attached thereto, being butted and bounded by:

ON THE NORTH; Land of Dag No. 1285,

ON THE SOUTH: Land of Dag No. 1285,

ON THE EAST : 12' wide K.M.C. Road,

ON THE WEST : Land of Dag No. 1285 & 1284.

#### THE SCHEDULE "B" REFERRED TO ABOVE

(Owner's Allocation)

<u>ALL THAT</u> shall mean that 45% of the constructed area said building i.e. one flat on the south west (2 BHK), another (1 BHK)Western side and one car parking space South east side on the ground floor, entire first floor, and one flat (2 BHK)on the north west side of the third floor, save and except the Developer's Allocation, together with all paths and passages attached thereto at the G + Three storied building.

#### . THE SCHEDULE "C" REFERRED TO ABOVE

(Developer's Allocation)

<u>ALL THAT</u> balance 55% constructed area i.e. save and except the Owner's allocation, of the said G + Three storied building together with all paths and passages attached thereto.

# THE SCHEDULE "D" REFERRED TO ABOVE (SPECIFICATION OF CONSTRUCTION)

#### FOUNDATIONS:

The building designed as on R.C.C. foundation and frame with branded iron ACC or equivalent cement shall be used in the foundation and also for Pillars, beams, and also slabs and other construction can be done by ACC super cement, Ultratech/Ambuja cement or equivalent branded cement.

#### WALLS

All the external walls shall be 8" thick brick wall with cement plaster. The partition walls shall be 5" and /or 3" thick.

#### FLOORING

All that flooring shall be floor Marble or Tiles flooring with 6" skirting. All the toilet shall have 6' high from floor, with skirting and glazed tiles on all sides and a basin, kitchen shall have 3' feet high glazed tiles of the side on gas table with slab (4'ft.) and also a steel sink.

#### INTERNAL FINISH TO WALLS:

All internal walls and ceiling shall be finished with cement and Putty of flats areas.

#### EXTERNAL COLOUR WASHING

All external walls will be painted with two coats of weather coat colour over coat of primer having standard quality. The walls of the stair case and stair room shall be finished with white wash.

#### DOORS AND WINDOWS:

All doors frame shall be made out of sal wood (100/62 mm.). main door shall be of hot pasting fenal bounded flush door with front side tick finish and all other doors shall be commercial ply flush door, PVC door in toilet, windows will be alluminium sliding windows with glass fitting.

#### ELECTRIFICATION

All the internal wiring shall be concealed in polythene conduit all wires shall be of copper, all switch board of M.S. flush with walls acrylic cover and all switches of standard brand, each bed room shall be provided with 3 nos. light point, 1 no. fan point, 1 no. plug, each Drawing and dining spaces shall be provided with 2 nos. light point, 1 no. fan point and 1 no. plug point, each kitchen shall be provided with 1 nos. light, 1 no. exhaust fan point, 1 no. plug point, each toilet shall be provide with 1 no. light point. All the above should be completed including fittings (without bulbs

or tubes) with standard materials 1 No. of A.C. point & 1 no. Geyzer Point extra for each flat.

#### WATER SUPPLY:

Each flat will be provided supply line from overhead water tank shall filed up by water pump from semi underground water pump from the semi underground water reservoir for all flat stored water will be supplied from the Corporation water supply only.

#### PLUMBING & SANITARY:

Dining/Living -1 Basin,

Kitchen: 1 sink.

Toilet – 2 tap, 1 commode, 1 shower,

W.C. 1 tap, 1 commode 1 shower.

#### SCHEDULE "E" REFERRED TO ABOVE

(THE COMMON AREA AND FACILITIES)

- 1. The land described in the schedule "A" hereinabove.
- 2. Staircase having lighting, fixtures and fittings.
- 3. That the entire open sky roof of the said building will be used by the owner of the plot and the purchasers jointly without interruption from others.
- 4. Overhead and underground water tanks and distribution pipes to different flats.
- 5. Electrical wiring from ground floor to the flats respectively and switches.
- 6. Water and sewerage evacuation pipes from the flats to drains sewer common to the said building.
- 7. Septic tank.
- Boundary walls and gate in respect of the said premises and all areas
  or part of the building required for egress and ingress to and from
  respective flats.
- 9. Common electric meter space under the stair.
- 10. Common pump space.

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

#### WITNESSES:

1. Ranju Saskan Adipore pelice Cont 401-27

2. Kartick Mondel B-4, South Park P.o. - Bansdroni Kolketa- 700070

1 Rome Mondal. 2 Dipa Del Mondal

**OWNERS** B MASS ENTERPRISE 1 Subhard fat

4 Strongit Ray

DEVELOPER

non.

Partner

#### DRAFTED BY:

Rough Sarkon

RANJU SARKAR Alipore Criminal Court

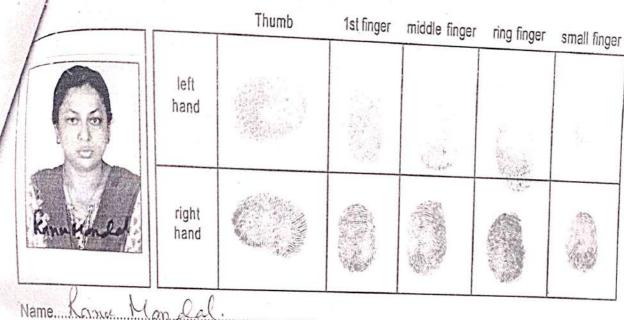
#### ata-700 027 COMPUTER PRINTED AT :

JOY MAA TARA COMPUTER,

BY: Arm famas Naskan

(ARUN KUMAR NASKAR)

Paharpur, P.S. Rabindra Nagar, Kolkata 700 066.



Name Konce Mondal.
Signature Rance Mondal

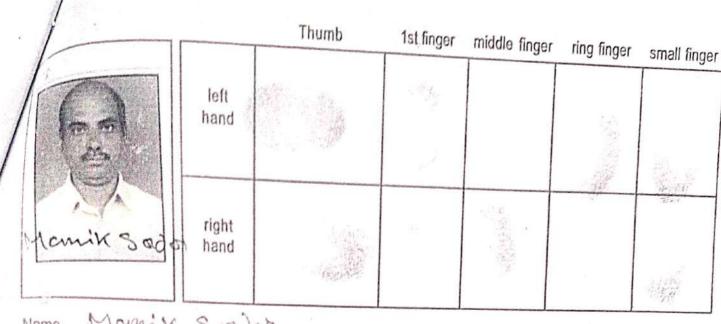
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Namo Dipa Del Mondal
Signature Dipa Del Mondal

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
Suthen Fal.	right hand	The land				

Name SUBHASH PAL

Signature Bushash Pal-



Name Marrix Sordar

Signature Manuk & 2001

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	left hand	Object Williams				
	right hand			2 (35°). ₹ (35°).		

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gi Tri	right hand	41/4.40		2.2	4	the state of the s
Name Brownie	1-Ray	<u></u>				
Signature. Biroway	ct und	Thumb	1st finger	middle finger	ring finger	small finger
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РНОТО	right hand					
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, F.		Thumb	1st finger	middle finger	ring finger	small finger
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РНОТО	right hand					

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

gy Details

GRN: GRN Date:

BRN:

192021220131938541

09/12/2021 13:55:25

CKS1933188

Payment Status:

Successful

Payment Mode:

Online Payment

Bank/Gateway:

State Bank of India

BRN Date:

09/12/2021 13:12:16

Payment Ref. No:

3002549217/3/2021

[Query No/\*/Query Year]

Depositor Details

Depositor's Name:

BMASS ENTERPRISE

Address:

9, PRAFULLA NAGAR, PIN 743372

Mobile:

8617261745

Depositor Status:

Buyer/Claimants

Query No:

3002549217

Applicant's Name:

Mr Ranju Sarkar

Identification No:

3002549217/3/2021

Remarks:

Sale, Development Agreement or Construction agreement Payment No 3

Payment Details

Payment	Payment ID	Head of A/C	Head of A/C	Amount (₹)
Sl. No.	3002549217/3/2021	Description Property Registration- Stamp duty	0030-02-103-003-02	
	3002549217/3/2021	Property Registration-Registration Fees	0030-03-104-001-16	6941
-			Total	0741

SIX THOUSAND NINE HUNDRED FORTY ONE ONLY. IN WORDS:

Page 1 of 1

#### Major Information of the Deed

1				
10:	1-1605-03401/2021	Date of Registration 15/12/2021		
auery No / Year	1605-3002549217/2021	Office where deed is registered		
	07/12/2021 2:36:23 PM	1605-3002549217/2021		
Applicant Name, Address  Other Details	Ranju Sarkar Alipore Police Court, Thana: Alipore, District: South 24-Parganas, WEST BENGAL 700027, Mobile No.: 8617261745, Status: Advocate			
Transaction	TO THE STATE OF TH	Additional Transaction		
[0110] Sale, Development	Agreement or Construction	[4308] Other than Immovable Property, Agree		

Transaction	The state of the s	Additional Transaction
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2]
Set Forth value		Market Value
Rs. 21		Rs. 53,84,696/-
Stampduty Paid(SD)		Registration Fee Paid
7 000 (A tiple 40/a)		Rs. 21/- (Article:E, E)
Romarks	Received Rs. 50/- ( FIFTY only	) from the applicant for issuing the assement slip.(Urban

#### Land Details:

District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Pir Pukur Road, , Premises No: 454, , Ward No: 113 Pin Code : 700070

Sch	Plot	Khatian	1	Area of Land	Value (In Rs.)	Market Value (In Rs.)	Width of Approach
	(RS :- )	Number	Bastu	7 Katha 1 Chatak	1/-	50,60,696/-	Road: 12 Ft.,
	Grand	Total :		11.6531Dec	1/-	50,60,696 /-	

#### Structure Details:

Sch	Structure	Area of	Setforth	Market value (In Rs.)	Other Details
No i	Details	Structure	Value (In Rs.)	In a later than the same of th	T - Ctructure
51	On Land L1	1200 Sq Ft.	1/-	3,24,000/-	Structure Type: Structure

Gr. Floor, Area of floor: 1200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete

Total:	1200 sq ft	1 /-	3,24,000 /-	

## Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature	Fil.
Ranu Mondal Daughter of Mr. Balai Chandra Mondal Executed by: Self, Date of Execution: 15/12/2021 , Admitted by: Self, Date of Admission: 15/12/2021 ,Place : Office			Remu Mondal	
	15/12/2021	LTI 15/12/2021	15/12/2021	

B4, South Park, City:-, P.O:- Bansdroni, P.S:-Bansdroni, District:-South24-Parganas, West Bengal, India, PIN:- 700070 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: BExxxxxx9Q, Aadhaar No Not Provided by UIDAI, Status: Individual, Executed by: Self, Date of Execution: 15/12/2021

, Admitted by: Self, Date of Admission: 15/12/2021 ,Place: Office

2	Name	Photo	Finger Print	Signature	4
	Dipa Deb Mondal Daughter of Mr Balai Chandra Mondal Executed by: Self, Date of Execution: 15/12/2021 , Admitted by: Self, Date of Admission: 15/12/2021 ,Place : Office			Dipadel Mondal	100
	: Office	15/12/2021	LTI 15/12/2021	15/12/2021	

Baharu Station Road, City:-, P.O:- Baharu, P.S:-Baruipur, District:-South24-Parganas, West Bengal, India, PIN:- 743372 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BQxxxxxx2N,Aadhaar No Not Provided by UIDAI, Status: Individual, Executed by:

Self, Date of Execution: 15/12/2021

, Admitted by: Self, Date of Admission: 15/12/2021 ,Place: Office

#### Developer Details:

Name,Address,Photo,Finger print and Signature

**Bmass Enterprise** 

9 Prafulla Nagar, City.-, P.O.- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN 743372, PAN No.:: AAxxxxxx8L, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

## Address, Photo, Finger print and Signature

Name Name	Photo	Finger Print	Signature
Mr Subhash Pal  Mr Subhash Pal  Presentant)  Son of Late Manik Pal  Date of Execution -  15/17/2021, Admitted by:  15/12/2021, Place of  Admission of Execution: Office			Subhart fal.
3-53. South Park, City - P.O.	Occ 15 2021 2:15PM	LTI 15/12/2021	15/12/2021

8-53, South Park, City:-, P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN.- 700070, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: APxxxxxx3M, Aadhaar No Not Provided by UIDAI Status: Representative, Representative of: Bmass Enterprise (as partners)

2 Name	Photo	Finger Print	Signature
Mr Manik Sardar Son of Late Kochiram Sardar Date of Execution - 15/12/2021, Admitted by: Self, Date of Admission: 15/12/2021, Place of Admission of Execution: Office		, lli	MarikSadon
	Dec 15 2021 2:15PM	LTI 15/12/2021	15/12/2021

P-17, Pirpukur Road, City:-, P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: CSxxxxxx2D, Aadhaar No Not Provided by UIDAI Status: Representative, Representative of: Bmass Enterprise (as partners)

3	Name	Photo	Finger Print	Signature	
	Mr Anath Sardar Son of Late Dulal Chandra Sardar Date of Execution - 15/12/2021, Admitted by: Self, Date of Admission: 15/12/2021, Place of Admission of Execution: Office			6xm21 >1/25	1
	Admission of Execution. Office	Dec 15 2021 2:16PM	LTI 15/12/2021	15/12/2021	_

P-13, H L Sarkar Road, City:-, P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: BZxxxxxx6J, Aadhaar No Not Provided by UIDAI Status: Representative, Representative of: Broass Enterprise (as partners)

4	Name	Photo	Finger Print	Signature
	Mr Swapan Dev Son of Late Soumen Dev Date of Execution - 15/12/2021, Admitted by: Self, Date of Admission: 15/12/2021, Place of Admission of Execution: Office			A. य. व. त्य
		Dec 15 2021 2:17PM	LTI 15/12/2021	15/12/2021

pin:- 700070, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: pprise (as partners)

Mr Biswajit Ray	Photo	Finger Print	Signature
son of Late Bijay Kumar Ray pate of Execution - 15/12/2021, Admitted by: 5clf, Date of Admission: 15/12/2021, Place of Admission of Execution: Office	- BOOLY		Richard Pay
418 Prafulla Napar City: D	Dec 15 2021 2:17PM	LTI 15/12/2021	15/12/2021

Halla Nagar, City:-, P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, BXxxxxxx0K, Aadhaar No Not Provided by UIDAI Status: Representative, Representative of : Bmass Enterprise (as partners)

#### Identifier Details:

Name	Photo	Finger Print	Signature
Mr Ranju Sarkar Son of Mr Balaram Sarkar Alipore Police Court, City:-, P.O:- Alipore, P.SAlipore, DistrictSouth 24-Parganas, West Bengal, India, PIN:- 700027			Ravin Sarlla
	15/12/2021	15/12/2021	15/12/2021

Identifier Of Ranu Mondal, Dipa Deb Mondal, Mr Subhash Pal, Mr Manik Sardar, Mr Anath Sardar, Mr Swapan Dev, Mr Biswajit Ray

Tran	sfer of property for L	1 San San Carlotte Control of the San		
SLN	From	To. with area (Name-Area)		
1	Ranu Mondal	Bmass Enterprise-5.82656 Dec		
2	Dipa Dep Mondal	Bmass Enterprise-5.82656 Dec		
Tran	sfer of property for S			
	o From	To. with area (Name-Area)		
1	Ranu Mondal	Bmass Enterprise-600.00000000 Sq Ft		
0	Dipa Deb Mondal	Bmass Enterprise-600.00000000 Sq Ft		

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

stamp Act 1899 Stamp Act 1899 stamp Act 1899

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

tor registration at 13:32 hrs on 15-12-2021, at the Office of the A D.S.R. ALIPORE by Mr. Subhash Pal recate of Market Value (WB PUVI rules of 2001)

that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,84 696/

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

execution is admitted on 15/12/2021 by 1. Ranu Mondal, Daughter of Mr Balai Chandra Mondal, B4, South Park, P.O. Bansdroni, Thana. Bansdroni, , South 24 Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by profession Service, 2 Dipa Deb Mondal, Daughter of Mr Balai Chandra Mondal, Baharu Station Road, P.O. Baharu, Thana Baruipur, , South 24-Parganas, WEST BENGAL, India, PIN - 743372, by caste Hindu, by Profession House

Indetified by Mr Ranju Sarkar, . . Son of Mr Balaram Sarkar, Allpore Police Court, P.O: Alipore, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Exception is admitted on 15-12-2021 by Mr Subhash Pal, partners, Brass Enterprise (Partnership Firm), 9, Prafulla Nager, City:-, P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 743372 indetified by Mr Ranju Sarkar, , , Son of Mr Balaram Sarkar, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South

24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 15-12-2021 by Mr Manik Sardar, partners, Brass Enterprise (Partnership Firm), 9, Prafulla Nagar, City:-, P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 743372

Indetified by Mr Ranju Sarkar, , , Son of Mr Balaram Sarkar, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 15-12-2021 by Mr Anath Sardar, partners, Brass Enterprise (Partnership Firm), 9, Prafulla Nagar, City:-, P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 743372

indetified by Mr Ranju Sarkar, , , Son of Mr Balaram Sarkar, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South

24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate Execution is admitted on 15-12-2021 by Mr Swapan Dev, partners, Bmass Enterprise (Partnership Firm), 9, Prafulla Nagar, City:-, P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 743372

Indetified by Mr Ranju Sarkar, . , Son of Mr Balaram Sarkar, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South

24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate Execution is admitted on 15-12-2021 by Mr Biswajit Ray, partners, Bmass Enterprise (Partnership Firm), 9, Prafulla Nagar, City:-, P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 743372

Indetified by Mr Ranju Sarkar, . , Son of Mr Balaram Sarkar, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- ( E = Rs 21/- ) and Registration Fees

paid by Cash Rs 0/-, by online = Rs 21/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/12/2021 1:56PM with Govt. Ref. No: 192021220131938541 on 09-12-2021, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKS1933188 on 09-12-2021, Head of Account 0030-03-104-001-16

at of Stamp Duty

inat required Stamp Duty payable for this document is Rs. 7.020/- and Stamp Duty paid by Stamp Rs 100/-, by

supplier of Stamp

Slamp Type Impressed, Serial no 18649, Amount: Rs.100/-, Date of Purchase, 29/11/2021, Vendor name: MANIRAN DAS

poscription of Online Payment using Government Receipt Pertal System (GRIPS), Finance Department, Govt. of WB Online on 09/12/2021 1:56PM with Govt. Ref. No: 192021220131938541 on 09-12-2021, Amount Rs: 6,920/-, Bank State Bank of India ( SBIN0000001), Ref. No. CKS1933188 on 09-12-2021, Head of Account 0030-02-103-003-02

Balulda.

Sukanya Talukdar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. ALIPORE South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1605-2021, Page from 140437 to 140489
being No 160503401 for the year 2021.



Solululan.

Digitally signed by SUKANYA TALUKDAR

Date: 2021.12.17 13:08:21 +05:30 Reason: Digital Signing of Deed.

(Sukanya Talukdar) 2021/12/17 01:08:21 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. ALIPORE West Bengal.

(This document is digitally signed.)