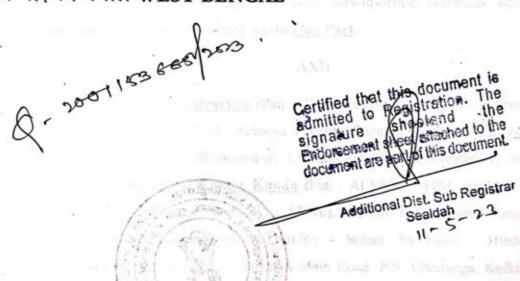


পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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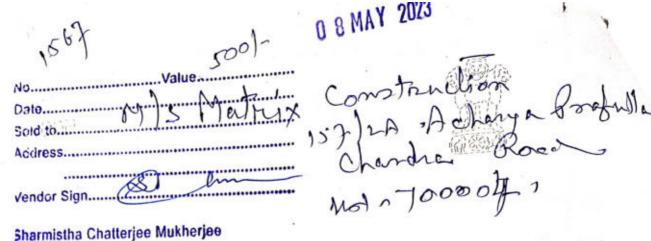


DEVELOPMENT AGREEMENT

This Development Agreement is made on this 1111, day of May, Two

Thousand Twenty Three (2023), of the Christian Era.

Olet-South 24 Pargenss



Sharmistha Chatterjee Mukherjee Govt. Linco Stamp Vendor Sealdah Civil Court, Kol-14



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A.D.S.R., SEALDAH Dist. South 24 Parganas

BETWEEN

State Resource Centre For Adult Education, West Bengal, (Pan: AABAS 0551J) having its registered office at 50/1, Dr. Suresh Chandra Banarjee Road (Portion of old/former Premises No. 50, Beliaghata Main Road), P.O. Beliaghata, P.S. Beliaghata, Kolkata – 700010, represented by its Director/ Authorized Signatory namely Dr. Arup Kumar Das (Pan: AHOPD 6679D, Aadhaar No.: 9365 3638 7161 and Mobile No. 90622 03763), son of Late Gopal Chandra Das, by Occupation – Service, by Nationality - Indian, by Faith – Hindu, residing at 510/1, Tirupati Apartment, Sahid Hemanta Kumar Bose Sarani, P.O. Motijheel, P.S. Dumdum, District – North 24-Parganas, Pin -700 074, hereinafter referred to as the First Party/Land Owner (Which terms or expression shall unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office, executors, administrators, legal representatives and assigns) of the One Part.

AND

M/s Matrix Construction (Pan: ABGFM 4974Q), a Partnership firm, having its Registered office at 157/2A, Acharya Prafulla Chandra Road, 1st Floor, Room-1B, P.O. Shyambazar, P.S. Shyampukur, Kolkata-700 004, represented by its Partners namely (1) Shri Uttam Kumar Kundu (Pan: AFYPK 1781M, Aadhaar No.: 2735 1143 6624 and Mobile No. 93310 52340), son of Late Jadab Chandra Kundu, by Occupation- Business, by Nationality - Indian, by Faith - Hindu, residing at 13 / 8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067 and (2) Shri Samiran Kundu (Pan: BEWPK 1160G, Aadhaar No.: 6026 2958 4918 and Mobile No. 92300 21001), son of Sri Uttam Kumar Kundu, by Occupation-Business, by Nationality - Indian, by Faith - Hindu, residing at AE-124, Salt Lake, Sector - I, P.O. Bidhannagar CC Block, P.S. Bidhannagar(North), Kolkata- 700064, hereinafter referred to as the Second Party/Developer (Which terms or expression shall unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office, executors, administrators, legal representatives and assigns) of the Other Part.



A.D.S.R., SEALDAH

11 MAY 2023

Dist.-South 24 Parganas

Whereas The Body Corporate named and known as Kolkata Improvement Trust (K.I.T.), a statutory body under the Urban Development Department, Government Of West Bengal, having its registered office at P-16 India Exchange Place Extension, P.S. Bowbazar, Kolkata - 700073, absolutely seized and possessed of or otherwise well and sufficiently free from all encumbrances to the Bastu Land hereditaments and premises, being All That piece and parcel of Bastu Land containing an area of 577.48 square meter i.e. 08 Cottahs -10 Chattaks -43 Sq.ft. (But which Bastu Land practically found as 07 Cottahs -09 Chattaks -37 Sq.ft.) together with more than 20 years old, cemented floor, two and partly three storied fully residential building standing thereon, having its total covered area of 4398.90 sq.ft. be the same a little more or less (i.e. on the Ground Floor: 1646.92sq.ft. + on the 1st Floor: 2566.85 sq.ft. and on the portion of 2nd Floor: 185.13 sq.ft.), along with all easements, appurtenances and common rights of the KMC main road on the southern side of the said Bastu Land available therein, within limits of K.I.T. Scheme No. IV-M, formed out of original Premises No. 50 (Por.) Beliaghata Main Road, under jurisdiction of the Kolkata Municipal Corporation office, Ward No. 034, Borough No. III and District : South 24-Parganas, hereinafter referred to as the said **property**.

And Whereas in course of peaceful possession and enjoyment of the said property, the said Kolkata Improvement Trust (K.I.T.), being represented by its the then Officer-on-Special Duty, the Vendor therein, by virtue of a registered Deed Of Conveyance, dated 01/12/2009, which was registered in the office of the ADSR Sealdah, District: South 24-Parganas and recorded there in Book No. 1, CD Volume No. 1, Pages From 5100 to 5109, Being No. 00248, For the year 2010, sold, conveyed, transferred and assured the said property, for a valuable consideration mentioned thereon, morefully and particularly described in the Schedule therein, in favour of State Resource Centre For Adult Education, West Bengal, the Purchaser therein and since Purchase as aforesaid, the said State Resource Centre For Adult Education, West Bengal, the Purchaser therein and since Purchase as aforesaid, the said State Resource Centre For Adult Education, West Bengal, the First Party/ Land Owner herein, got its name mutated in the Books and records of the KMC office and was allotted a new

Chandra Banerjee Road, vide Assessee No. 11-034-09-1002-3, arise out of the then mother/former Premises No. 50 Beliaghata Main Road, morefully and particularly described in the First Schedule mentioned property hereunder written, hereinafter referred to as the said property.

And Whereas while thus seized and possessed the said property free from all encumbrances whatsoever and good marketable title thereto, the First Party/Land Owner herein, have since expressed its desire to construct a multistoried building after demolishing of existing old structure through a proper Developer and thereafter getting such information from a reliable source, the Second Party/Developer herein approached before the said First Party/Land Owner herein to construct such a multistoried building consisting of several flat(s) / room(s) / shop(s) / office(s) / unit(s) / car parking space(s). On account of such proposal, the First Party/Land Owner herein allowed the Second Party/Developer herein to inspect of the said property, which stated in the First Schedule mentioned property hereunder written along with xerox copy of deed, mutation documents and other all relevant documents.

And Whereas the said Second Party/Developer herein has inspected the First Schedule mentioned property hereunder written and having being completely satisfied with its clarity of title and commercial viability, have approached the said the First Party/Land Owner herein to allow the said Second Party/ Developer herein to construct a multistoried building after demolishing of existing old structures over the same.

And Whereas the First Party/Land Owner hereby entire into the instant Development Agreement with the said Second Party/Developer herein and also agrees to present a Development Power Of Attorney in favour of the said Second Party/Developer herein for constructing a multistoried building in the First Schedule mentioned property hereunder written.

Now It Is Hereby Agreed By And Between The First Party/Land Owner Herein And The Second Party/Developer Herein As Follows

Article: I - Definition

(In This Agreement Unless It Is Repugnant To Or Inconsistent With The Subject Or Context)

- 1.1 First Party/Land Owner:- State Resource Centre For Adult Education, West Bengal, (Pan: AABAS 0551J) having its registered office at 50/1, Dr. Suresh Chandra Banarjee Road (Portion of old/former Premises No. 50, Beliaghata Main Road), P.O. Beliaghata, P.S. Beliaghata, Kolkata 700010, represented by its Director/ Authorized Signatory namely Dr. Arup Kumar Das (Pan: AHOPD 6679D, Aadhaar No.: 9365 3638 7161 and Mobile No. 90622 03763), son of Late Gopal Chandra Das, by Occupation Service, by Nationality Indian, by Faith Hindu, residing at 510/1, Tirupati Apartment, Sahid Hemanta Kumar Bose Sarani, P.O. Motijheel, P.S. Dumdum, District North 24-Parganas, Pin -700 074, hereinafter referred to as the First Party/Land Owner.
- 1.2 Second Party/Developer: M/s Matrix Construction (Pan: ABGFM 4974Q), a Partnership Firm, having its Registered office at 157/2A, Acharya Prafulla Chandra Road, 1st Floor, Room-1B, P.O. Shyambazar, P.S. Shyampukur, Kolkata-700 004, represented by its Partners namely (1) Shri Uttam Kumar Kundu (Pan: AFYPK 1781M, Aadhaar No.: 2735 1143 6624 and Mobile No. 93310 52340), son of Late Jadab Chandra Kundu, by Occupation- Business, by Nationality Indian, by Faith Hindu, residing at 13 / 8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067 and (2) Shri Samiran Kundu (Pan: BEWPK 1160G, Aadhaar No.: 6026 2958 4918 and Mobile No. 92300 21001), son of Sri Uttam Kumar Kundu, by Occupation- Business, by Nationality Indian, by Faith Hindu residing at AE-124, Salt Lake, Sector I, P.O. Bidhannagar CC Block, P.S. Bidhannagar(North), Kolkata-700064, hereinafter referred to as the Second Party/Developer.
- 1.3 Said Bastu Land: All That piece and parcel of revenue redeemed Bastu Land measuring about 07 (Seven) Cottahs 09 (Nine) Chattaks 37 (Thirty Seven) Sq.Ft. (as per physical measurement), which Bastu Land area written as 08 Cottahs -10 Chattaks -43 Sq.ft. (as per registered Deed Of Conveyance, dated

01/12/2009) be the same a little more or less, together with more than 20 years old, cemented floor, two and partly three storied fully residential building standing thereon, having its total covered area of 4399 sq.ft. be the same a little more or less (i.e. on the Ground Floor: 1647 sq.ft. + on the 1st Floor: 2567 sq.ft. and on the portion of 2nd Floor: 185 sq.ft.), along with all easements, appurtenances and common rights of the KMC main road on the southern side of the said Bastu Land available therein, lying, situate at and being Premises No. 50/1, Dr. Suresh Chandra Banarjee Road (Portion of old / former Premises No. 50, Beliaghata Main Road), P.O. Beliaghata, P.S. Beliaghata, Kolkata – 700010, within limits of the Kolkata Municipal Corporation office, under ward No. 034, Borough No. III, vide Assessee No. 11-034-09-1002-3 and District: South 24-Parganas.

- 1.4 Undivided Proportionate Share In The Said Bastu Land: Shall mean all that undivided, impartible, indivisible share or interest in the entire said Bastu Land comprised in the entirely morefully and particularly described in the First Schedule mentioned property hereunder written.
- 1.5 Architect: Shall mean a duly qualified architect to be appointed by the Second Party/Developer herein for the time being or other architect during the material point of time of constructions of the said proposed multistoried building or during the process or progress of the work whatsoever may have been appointed by the said Second Party/Developer herein.
- 1.6 Building Unit: Shall mean proposed a multistoried building to be constructed upon the said Bastu Land in accordance with the building plan duly sanctioned by The Kolkata Municipal Corporation office, morefully and particularly described in the Second Schedule mentioned property hereunder written.
- 1.7 Common Expenses: Shall mean and include the cost of operating, up-keeping and maintaining as and when be required the common service and facilities of the said proposed a multistoried building and shall include all taxes, charges, salaries, premiums and other expenses payable in respect thereof or incident thereto as fully described in the Fourth Schedule hereunder written.

- 1.8 Unit: shall mean any flat(s) / room(s) / shop(s) / office(s) / unit(s) / car parking space(s) within the said proposed multistoried building on or at the said Bastu Land, each of them being part thereof.
- 1.9 Undivided Share: shall mean the undivided variable and impartible proportionate share in the said Bastu Land attributable and allocable to the said unit to be determined in relation to the area of the said proposed multistoried building.
- 1.10 Plan: shall mean the plan sanctioned by the Kolkata Municipal Corporation, and other statutory variation including such modification or variations therein as may be required to be made or directed by the said Kolkata Municipal Corporation and accepted upon by the said First Party/Land Owner herein.
- 1.11 Transfer: With its grammatical variations shall mean and include a transfer of possession and by other mean adopted for effecting what is understood as a transfer for f flat(s) / room(s) / shop(s) / office(s) / unit(s) / car parking space(s) in the said proposed multistoried building to the purchaser / purchasers.
- 1.12 Transferees: shall mean the person, firm, company, association of person's institution to whom any flat(s) / room(s) / shop(s) / office(s) / unit(s) / car parking space(s) in the said proposed a multistoried building to be transferred to.
- Resource Centre For Adult Education, West Bengal, (Pan: AABAS 0551J) having its registered office 50/1, Dr. Suresh Chandra Banarjee Road (Portion of old/former Premises No. 50, Beliaghata Main Road), P.O. Beliaghata, P.S. Beliaghata, Kolkata 700010, represented by its Director/ Authorized Signatory namely Dr. Arup Kumar Das (Pan: AHOPD 6679D, Aadhaar No.: 9365 3638 7161 and Mobile No. 90622 03763), son of Late Gopal Chandra Das, by Occupation Service, by Nationality Indian, by Faith Hindu, residing at 510/1, Tirupati Apartment, Sahid Hemanta Kumar Bose Sarani, P.O. Motijheel, P.S. Dumdum, District North 24-Parganas, Pin -700 074 and the Second Party/Developer herein, M/s Matrix Construction (Pan: ABGFM 4974Q), a Partnership Firm, having its

registered office at 157/2A, Acharya Prafulla Chandra Road, 1st Floor, Room-1B, P.O. Shyambazar, P.S. Shyampukur, Kolkata-700 004, represented by its **Partners** namely (1) **Shri Uttam Kumar Kundu** (Pan: AFYPK 1781M, Aadhaar No.: 2735 1143 6624 and Mobile No. 93310 52340), son of Late Jadab Chandra Kundu, by Occupation- Business, by Nationality - Indian, by Faith – Hindu, residing at 13 / 8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067 and (2) **Shri Samiran Kundu** (Pan: BEWPK 1160G, Aadhaar No.: 6026 2958 4918 and Mobile No. 92300 21001), son of Sri Uttam Kumar Kundu, by Occupation-Business, by Nationality - Indian, by Faith – Hindu, residing at AE-124, Salt Lake, Sector – I, P.O. Bidhannagar CC Block, P.S. Bidhannagar(North), Kolkata-7000647.

1.14 Advocate: Shall mean Ld. Advocate, to be appointed by the Second Party/Developer herein, who will prepare all agreement for sale and all deed of conveyance and any other documents in favour of the intending purchaser / purchasers of the Second Party/Developer herein and Ld. Advocate, to be appointed by the First Party/Owner herein, who will prepare all agreement for sale and all deed of conveyance and any other documents in favour of the intending purchaser / purchasers.

1.15 Memorandum:- Shall mean this Development Agreement, dated /05/2023, between the First party/Land Owner herein and the Second Party/Developer herein in respect of the First Schedule mentioned hereunder written and construction of the said proposed multistoried building thereon with terms and conditions embodied hereto.

1.16 Specification: Shall mean the materials and specifications mentioned in the Sixth Schedule hereunder Written.

Article: II - Commencement

This Development Agreement shall be deemed to have commenced on and with effect from 11/05/2023 the said proposed multistoried building shall take effect

after approval of the Building plan and the same shall be complete within 36 (Thirty Six) months, which may be extended upto a further period of 6 (six) months.

Article: III - First Party/ Land Owner's Representation

- 3.1) That the said First Party/Land Owner herein are absolutely seized and possessed of or otherwise well and sufficiently entitled to All That piece and parcel of revenue redeemed Bastu Land measuring about 07 (Seven) Cottahs - 09 (Nine) Chattaks - 37 (Thirty Seven) Sq.Ft. (as per physical measurement), which Bastu Land area written as 08 Cottahs -10 Chattaks -43 Sq.ft. (as per registered Deed Of Conveyance, dated 01/12/2009) be the same a little more or less, together with more than 20 years old, cemented floor, two and partly three storied fully residential building standing thereon, having its total covered area of 4399 sq.ft. be the same a little more or less (i.e. on the Ground Floor: 1647 sq.ft. + on the 1st Floor: 2567 sq.ft. and on the portion of 2nd Floor: 185 sq.ft.), along with all easements, appurtenances and common rights of the KMC main road on the southern side of the said Bastu Land available therein, lying, situate at and being Premises No. 50/1, Dr. Suresh Chandra Banarjee Road (Portion of old / former Premises No. 50, Beliaghata Main Road), P.O. Beliaghata, P.S. Beliaghata, Kolkata - 700010, within limits of the Kolkata Municipal Corporation office, under ward No. 034, Borough No. III, vide Assessee No. 11-034-09-1002-3 and District: South 24-Parganas, morefully and particularly described in the First Schedule hereunder written, free from all encumbrances attachment and liens whatsoever.
- 3.2) That the said Second Party/Developer herein at it's own cost and expenses shall construct of the said proposed multistoried building on the said Bastu Land after demolishing of the existing old structures according to the specification mentioned in the Sixth Schedule hereunder written in accordance with the plan so to be sanction by the Kolkata Municipal Corporation, and in compliance with all Municipal Rules, Regulations and Provision. The said proposed multistoried building to be so constructed shall be of good standard quality building materials and workmanship, no sub-standard materials shall be used, and all such specifications, materials, fixtures and fittings shall

Party/Developer herein shall be solely responsible for all cost, damages, fine, compensations, etc. for non-compliance of statutory rules, if any. It is also agreed by and between the Both parties that the materials, such as Bricks, Woods, Iron etc. those shall be obtained from the old structures / buildings in course of demolition shall be treated as the said Second Party/Developer's properties.

- 3.3) Due to approval of quality of the building materials to be used for construction purpose by qualified Architect as shall be engaged by the said Second Party/Developer herein shall be final and binding upon the Both parties hereto, materials in no case being of inferior / low quality, so that the said proposed multistoried building suffers from any damage. In case of any damage is claimed by any person including government authority, the said Second Party/Developer herein shall be responsible and shall take immediate necessary steps in connection with such claims and / or for rectifying such damages. The First Party/ Land Owner herein is no way responsible for the same but has every right to inspect and/or examine the building materials and its constructions.
- 3.4) There is no bar legal or otherwise for the said First Party/Land Owner herein to obtain the certificate under section 30A(1) of the Income Tax Act 1961 or other consents and permission that may be required.
- 3.5) The said Bastu Land in not vested under the provisions of the Urban land (Ceiling and Regulation) Act 1976.

Article: IV - Second Party / Developer Obligation

4.1) The said Second Party/Developer hereby agree and covenant with the said First Party/Land Owner herein not to transfer or assign the benefits of this Agreement or any part thereof without the consent in the writing of the said First Party/Land Owner herein. No consent shall be required form the First Party/Land Owner herein on the part of the said Second Party/Developer herein to transfer and assign the said Second Party/Developer herein to the intending purchaser or purchasers which can be effected only after the said First Party/Land Owner herein get possession of its allocation.

- 4.2) The said Second Party/Developer hereby agree and covenant with the said First Party/Land Owner herein not to do any act, deed, or thing whereby the said First Party/Land Owner herein may be prevented form enjoying selling, assigning and / or disposing of any of the portions within the said First Party/Land Owner allocation in the said proposed multistoried building.
- 4.3) The said Second Party/Developer hereby declare that construction of the said proposed multistoried building shall be completed and the said First Party/Land Owner herein allocation therein as per terms of this development agreement, shall be handed over to the said First Party/Land Owner herein within 36(Thirty Six) months positively from the date of obtaining sanction plan subject to extension thereof for further 6 (Six) months by way of grace. If the said Second Party/Developer herein fails to complete construction even within such period of 42 (Forty Two) months in total as aforesaid from the date of sanction of the building plan, in such event of the Second Party/Developer herein shall liable to pay compensation to the First Party/Land Owner herein.
- 4.4) It is agreed that in the event of any damage or injury arising out of accidents resulting form carelessness of the workmen of the said Second Party/Developer herein victimizing of any of workmen, or any other person whatsoever or causing any harm to the property during the course of construction of the said proposed multistoried building the said Second Party/Developer herein shall be solely liable and /or responsible therefor and shall bear all expenses resulting therefrom or for compensation payable therefor, keeping the said First Party/Land Owner herein, its estate and effect safe and harmless and indemnify, all claims, damages, rights and / or actions as the said First Party/Land Owner herein may have to in respect of such eventualities suffer in any manner whatsoever.
- 4.5) After completion of the total constructional work of the said proposed multistoried building, the said Second Party/Developer herein to inform the said First Party/Land Owner herein in writing about approval of such constructions by the authorities as also asking its in writing to take delivery of possession of its allocation in the said proposed multistoried building as per terms as stated above.

- 4.6) That the said First Party/Land Owner herein shall not be responsible for any Income Tax, Goods and Service Tax and any other taxes in respect of the said Second Party/Developer's allocation in the said proposed multistoried building.
- 4.7) The said Second Party/Developer herein as per terms as agreed, undertake to bear all cost and expenses for the construction of the said proposed multistoried building to be constructed in the said Bastu Land and also bear the sanction fees of the Building Plan, Completion Certificate, Drainage Connection and Water Connection from the K.M.C office as well as main connection of electricity from the C.E.S.E office.
- 4.8) If any litigation result from any transaction in respect of any flat(s) / room(s) / shop(s) / office(s) / unit(s) / car parking space(s) within the allocation of the said Second Party/Developer herein in such circumstances the said Second Party/Developer herein shall be solely liable therefor. The said First Party/Land Owner herein will not be liable and / or responsible in respect of the same in any manner whatsoever, if any litigation may arise between the both both parties each shall indemnify other and vice versa for the benefit of the proposed multistoried building.
- 4.9) Income tax, Sale tax, Service tax, GST and other tax liabilities as out of sale of the allocation of the said Second Party/Developer herein as agreed, or any portion thereof shall be borne solely by the said Second Party/Developer herein and the moneys received by the said Second Party/Developer herein being considered it's income in the fullest sense of the term and the said First Party/Land Owner herein having nothing to do nor any interest therein nor being related thereto shall have no tax liability therefor in any manner whatsoever. But the First Party/Land Owner herein shall have full liability and / or responsibility with regards to dealing with its allocated portion in the proposed multistoried building.
- 4.10) That the said Second Party/Developer herein will hand over the said First Party/Land Owner's allocation, as per specification mentioned in the Sixth Schedule hereunder written.

Article: V - First Party / Land Owner Obligation

5.1) The said First Party/Land Owner hereby grant exclusive licence and permission to the said Second Party/Developer herein to construct, erect and complete of the said

proposed multistoried building on the said Bastu Land including the said First Party/Land Owner's allocation of the said proposed multistoried building in accordance with the sanctioned building plan as per specification contained in the Sixth Schedule hereunder written.

- 5.2) The said First Party/Land Owner hereby agree and covenant with the said Second Party/Developer herein not to cause any interference or hindrance in the construction work of the said proposed multistoried building on the said Bastu Land subject to condition that, the said Second Party/Developer herein shall comply with building rules and use good quality building materials and act in accordance with Law.
- 5.3) The said First Party/Land Owner hereby agree and covenant with the said Second Party/Developer herein not to let out, grant, lease, mortgage, encumber and / or create charge any of the said Bastu Land or any portion thereof as per terms of this development agreement.
- 5.4) That the said First Party/Land Owner herein undertake that during the continuance of this development agreement they shall not enter into any of the Development Agreement with any Other/Third Party in respect of the said Bastu Land or any part thereof but the said First Party / Land Owner herein shall have every right to enter into sale agreement in respect of said First Party / Land Owner's allocation mentioned above of the said proposed multistoried building.
- 5.5) It is agreed that upon completion of the said proposed multistoried building and upon delivery of the possession of the said First Party / Land Owner allocation by the said Second Party/Developer herein, all proportionate levies and taxes which will be finally assessed by the K.M.C. office in respect of the said First Party / Land Owner's allocation portion of the said proposed multistoried building shall be paid by the said First Party / Land Owner herein from the date of taking over the possession of its entire joint allocation portion.
- 5.6) The said Second Party/Developer herein shall be entitled to fix sign board on the said Bastu Land for advertisement and insertions in news papers and other advertising media and all cost and expenses ancillary thereto shall be borne by the said Second Party/Developer herein exclusively.

5.7) The said First Party / Land Owner hereby agree and covenant with the said Second Party/Developer herein that upon receiving its allocation to its satisfaction it will not do any act, deed or thing whereby the said Second Party/Developer herein may be prevented from selling, assigning and / or disposing of any of the said Second Party/Developer's allocation and/ or selecting the person in whose favour the said Second Party/Developer herein shall Sell/ Transfer of the said Second Party/Developer's allocation.

Article: VI - Apartment Construction

(By The Said Second Party/Developer)

- 6) In the consideration of the said First Party / Land Owner herein agreed to permit the Second Party/Developer herein to sell the any flat(s) / room(s) / shop(s) / office(s) / unit(s) / car parking space(s) in the said proposed multistoried building excluding the said First Party / Land Owner share, construct erect and complete the said proposed multistoried building on the said Bastu Land by the said Second Party/Developer hereby:
- (a) At its own costs shall obtain all necessary permission and/ or approval and / or consent of the authorities.
- (b) In respect of the construction of the said proposed a multistoried building to pay all costs all supervision of the development and construction of the said First Party / Land Owner's allocation of the said proposed a multistoried building on the said Bastu Land.
- (c) Further it is declare that the said Second Party/Developer herein shall be permitted to demolish of the existing old structures, which is lying on the said Bastu Land and in the case said Second Party/Developer herein shall take all existing old structure materials and anything which will be remained in the said Bastu Land after demolishing of the existing old structure,.
- (d) To bear all cost charges and expenses for construction of the said proposed multistoried building on the said Bastu Land.

(e) Allocate to the said First Party / Land Owner's allocation of the said proposed multistoried building to be constructed at the said Bastu Land within 36(Thirty Six) months which may be extended upto a further period of 6 (six) months positively form the date of sanctioned plan subject to handing over peaceful vacant possession to the said Second Party/Developer herein as per rule of West Bengal Real Estate Regulatory Authority (WBRERA).

Article:VII

: First Party / Land Owner's Share / Allocation : (Shall Mean Following Area In The Said Proposed Multistoried Building In The Manner As Hereunder Mentioned)

First Party / Land Owner: State Resource Centre For Adult Education, West Bengal herein, shall get 50% share out of total constructed area of the said proposed multistoried building together with proportionate undivided share of the Bastu Land upon which the said proposed multistoried building shall be constructed and common right over ultimate roof and all other common spaces and areas of the said First Schedule mentioned property hereunder written, along with other part and apart from the aforesaid allocated portion, the First Party / Land Owner herein shall got refundable/adjustable amount of Rs. 80,00,000/- (Rupees Eighty Lacs) only, as has being paid by the said Second Party/Developer herein, entire amount paid by the Cheque(s) or through RTGS system, out of which the Second Party/Developer herein shall pay a sum of Rs. 55,00,000/- (Rupees Fifty Five Lacs) only on/or before execution of this Development Agreement and the remain sum of Rs. 25,00,000/- (Rupees Twenty Five Lacs) only shall be paid by the Second Party/Developer herein on delivery of possession of the First Schedule mentioned property hereunder written for the purpose of development, which is refundable by the First Party / Land Owner herein on taking possession of its allocated portion as per the instant Development Agreement. In case of failure on the part of the First Party / Land Owner herein to refund the said refundable/adjustable amount in favour of the Second Party/Developer herein,

then the First Party / Land Owner herein shall adjust its share of portion or space amounting to Rs. 80,00,000/- (Rupees Eighty Lacs) only at the prevailing market price to the the Second Party/Developer herein. It is also agreed by and between the both parties hereto that the Second Party/Developer herein shall arrange for alternative temporary accommodation of the First Party / Land Owner herein during construction work with its own costs and expenses, till delivery First Party / Land Owner's allocated portion in the said proposed newly multistoried building.

Article: VIII

: Second Party/Developer's Share / Allocation : (Shall Mean Following Area In The Said Proposed Multistoried Building In The Manner As Hereunder Mentioned)

- 8) Second Party/Developer: The M/s. Matrix Construction a Partnership firm, represented by its Partners namely (1) Sri Uttam Kumar Kundu, son of Late Jadab Chandra Kundu, and (2) Sri Samiran Kundu, son of Sri Uttam Kumar Kundu, shall get rest 50% share out of total constructed area of the said proposed multistoried building together with proportionate undivided share of Bastu Land upon which the said proposed multistoried storied building shall be constructed and common right over ultimate roof and all other common spaces and areas of the said First Schedule mentioned property hereunder written.
- 8.1) The said proposed a multistroried building as agreed to be constructed upon due sanction thereof comprising several flat(s) / room(s) / shop(s) / office(s) / unit(s) / car parking space(s) and other spaces in each floor or of the said proposed a multistoried building together with undivided proportionate share in the said Bastu Land whereon the said proposed a multistoried building shall be constructed with right to use the common portion thereof and / or the said Bastu Land, excluding the said First Party / Land Owner's share or allocation therein as mentioned above.
- 8.2) That the said First Party / Land Owner herein will get its allocation of the said proposed multistoried building mentioned above and subject to it and save and except the same the said First Party / Land Owner herein do hereby grant, exclusive right to the said Second Party / Developer herein to construct the said proposed multistoried

building on the said plot of Bastu Land lying and situated at Premises No. 50/1, Dr. Suresh Chandra Banarjee Road, Kolkata – 700010, under the K.M.C. Ward No. 034, Borough No. III, Assessee No. 11-034-09-1002-3 and District: South 24-Parganas, hereinafter called the said Bastu Land (morefully and particularly described in the First Schedule mentioned property hereunder written) within the stipulated period mentioned herein and also authorized the said Second Party/Developer herein to sell it's allotted portion to the intending purchaser or purchasers to be selected by the said Second Party/Developer herein only.

- 8.3) The said Second Party/Developer herein shall be entitled to enter to agreement for sale and transfer of the said Second Party/Developer's allocation in its name with any transferees for its non-residential / residential purpose and to received and collect all moneys after signing of agreement for sale from the intending purchaser(s) in respect thereof which shall absolutely belong to the said Second Party/Developer herein and it is hereby expressly agreed by the between the Both parties hereto that for the purpose of entering into such agreement it shall not be obligatory on the part of the said Second Party/Developer herein to obtain any further consent of the First Party / Land Owner herein and this Development Agreement by itself shall be treated as consent by the First Party / Land Owner herein specifically provided that no deed of sale in respect of the Second Party/Developer herein shall make over possession of the First Party / Land Owner's allocation and comply with all other obligation of the said Second Party/Developer herein to the said First Party / Land Owner herein under this Development Agreement prior to execution of any Deed of Conveyance. The said Second Party/Developer herein shall have liberty to execute Deed of Conveyance in favour of the purchaser(s) except the said First Party / Land Owner's allocation.
- 8.4) It is also agreed by and between the both parties hereto that, the distribution of front and back portion of all floors under the proposed multistoried building to meet respective share of the both parties hereto, shall be on the vice versa basis.

Article: IX - Second Party / Developer

9.1) The said Second Party / Developer herein will hold and / or possess the said plot of Bastu Land for construction being exclusive Lawful Attorney and / or agent of

the said First Party/Land Owner herein and shall have authority to construct of the said proposed multistoried building on the said plot of Bastu Land as per sanction of the building plan by the KMC office.

- 9.2) If any amendment or modification is to be required in the said building plan, the same shall be done by the said Second Party / Developer herein at the said Second Party / Developer herein own cost and expenses and the said Second Party / Developer herein will pay and bear all fees including Architect's fees and Municipal charges and expenses to be paid or deposited for such amendment and/ or modification of the building plan. The said First Party/Land Owner herein or its allocation will not be prejudiced for the said amendment or modification.
- 9.3) The said Second Party / Developer herein shall be entitled to enter into any Agreement For Sale with the intending purchaser or purchasers for selling their allotted portion mentioned above excluding the said First Party/Land Owner's share and shall settle terms with the prospective buyers of the flat(s) / room(s) / shop(s) / office(s) / unit(s) / car parking space(s) etc. and the said First Party/Land Owner herein shall not be responsible for the same.
- 9.4) Nothing in these percents shall be construed as a demise or assignment or conveyance in Law by the said First Party/Land Owner herein of the said Bastu Land or any part thereof to the said Second Party / Developer herein or creating any right title or interest in respect thereof to the said Second Party / Developer herein, but the Second Party / Developer is hereby empowered to deal with the said Second Party / Developer's allocated area in the said proposed multistoried building in the manner herein stated.
- 9.5) The Second Party / Developer herein may install any machine, instrument also Antenna of T.V. of the intending Purchasers of the Second Party / Developer's allocation.

Articles: X - Procedure

10) The said First Party/Land Owner herein shall grant to the Second Party / Developer herein and /or its nominee / nominees a Development Power of Attorney which will must be registered, as be required for the purpose of obtaining the sanction

plan and all necessary permission and sanction from different authorities in connection with the construction of the said multistoried building and also for pursuing and following up the matter with the appropriate authorities and receive earnest money or monies from the intending purchaser or purchasers and shall allot the Second Party / Developer's allocation to the intending purchaser or purchasers and to execute Deed of Conveyance and registered the said in favour of the intending purchaser or purchasers with the said Second Party / Developer's allocation portion. As a matter of fact that the Development Power Of Attorney executed by the said First Party/Land Owner herein in favour of the said Second Party / Developer herein will be treated as a part of Development Agreement between the First Party/Land Owner herein and the Second Party / Developer herein.

Article: XI - First Party/Land Owner Indemnity

11) The said First Party/Land Owner hereby undertake that the said Second Party / Developer herein shall be entitled to the said constructions and shall enjoy its allocation without any interference or disturbance provided the said Second Party / Developer herein perform observe and fulfil all the terms and conditions herein contained and/ or on its part to be observed performed and/ or fulfilled.

Article: XII - Second Party / Developer Indemnity

12) The said Second Party / Developer hereby undertakes to keep the said First Party/Land Owner indemnified from and against all third party's claim and actions arising out or any part of the act or commission or omission of the said Second Party / Developer herein relating to the construction of the said proposed multistoried building.

Articles: XIII - Construction

- 13.1) The Second Party / Developer herein shall be sole and exclusively responsible for construction of the said proposed a multistoried building.
- 13.2) After completion of the said proposed a multistoried building the said First Party/Land Owner herein shall be entitled to obtain physical possession of the said First Party/Land Owner's allocation.

- 13.3) Subject as aforesaid First Party/Land Owner's allocation and undivided proportionate right, title and interest in common facilities and amenities the common portion of the said proposed multistoried building.
- 13.4) The said First Party/Land Owner herein shall be entitled to transfer or otherwise deal with the said First Party/Land Owner's allocation in the said proposed multistoried building without any claim permission whatsoever by the said Second Party / Developer herein.
- 13.5) The said Second Party / Developer herein shall be exclusively entitled to the said Second Party / Developer's allocation in the proposed multistoried building with exclusive right to obtain transfer from the said First Party/Land Owner herein and the transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the said First Party/Land Owner herein shall not in any way interfere with or disturb the quiet and peaceful possession of the said Second Party / Developer's allocation.

Articles: XIV - Said Proposed Multistoried Building

- 14.1) The said Second Party / Developer herein shall at its own cost construct and complete the said proposed multistoried building and the common facilities and amenities on the said Bastu Land in accordance with the plan to be sanctioned by the KMC office with the specification by the Architect from time to time such construction of the said proposed multistoried building shall be completed in its entirely by the said Second Party / Developer herein within 36(Thirty Six) months which may be extended upto a further period of 6 (six) months positively from the date of obtaining sanction plan and time in this respect being the essence of this Development Agreement by and between the both parties.
- 14.2) Subject as aforesaid the decision of the Architect appointed by the said Second Party / Developer herein regarding the quality of the material shall be final and binding between the both parties hereto.
- 14.3) The said Second Party / Developer herein shall be authorized in the name of the said First Party/Land Owner herein in so far as necessary to apply and obtain quotas, entitled and other allocation of or for a similarly apply for or for cement, steel,

permanent connection of water, electricity power, drainage sewerage and /or gas to the said proposed multistoried building and other disputes and facilities required for the construction on and for enjoyment of the said proposed multistoried building for which purpose the said First Party/Land Owner herein shall execute a Development Power Of Attorney in favour of the said Second Party / Developer herein as shall be required by the said Second Party / Developer herein, which is a part of this Development Agreement between the said First Party/Land Owner herein and the said Second Party / Developer herein.

- 14.4) The said Second Party / Developer herein shall at its own costs and expenses and without creating any financial or other liability on the said First Party/Land Owner herein, construct and complete the said proposed multistoried building and various flat(s) / room(s) / shop(s) / office(s) / unit(s) / car parking space(s) and /or apartment(s) in accordance with the sanctioned building plan and any amendments in accordance with the said proposed multistoried building plan and any amendment thereto or modification thereof made or cause to be made by the said Second Party / Developer herein with the consent of the said First Party/Land Owner herein in writing.
- 14.5) All costs, charges and expenses including architects fee shall be paid, discharged and borne by the said Second Party / Developer herein and the said First Party/Land Owner herein, shall have no liability in this context.

Article: XV - Title Deed

Till disposal of the Second Party / Developer's allocation, all the Original copy of Development Agreement, Development Power of Attorney, title deed and other mutation papers of the said Bastu Land, morefully and particularly described in the First Schedule mentioned property hereunder written shall remain in the custody of the Second Party / Developer herein and after disposal of the Second Party / Developer herein allocation, all the Original copy of title deed and other mutation papers shall be handed over on accountable receipt to the Flat Owners Association to be

formed by the flat(s) / room(s) / shop(s) / office(s) / unit(s) / car parking space(s) owners of the proposed multistoried building.

Articles: XVI - Common Facilities

- 16.1) As soon as the said proposed multistoried building is completed and the electricity wiring, sewerage line and water pipe lines are ready upto the portion of the said First Party/Land Owner's allocation, the said Second Party / Developer shall give written notice to the said First Party/Land Owner regarding the said First Party/Land Owner's allocation in the said proposed multistoried building there being no dispute regarding the completion of the said proposed multistoried building in term of the agreement and according to the specification and plan thereof and certificate of the architect as well as completion certificate from Kolkata Municipal Corporation office produced to the effect then after 30 days from the date of service of notice and at all times thereafter the said First Party/Land Owner herein shall be responsible for payment of all tax to the KMC office and proper taxes, rates, dues, duties and other public outgoing of and impositions whatsoever payable in respect of the said First Party/Land Owner's allocation.
- 16.2) As and from the date of service of notice of possession the said First Party/Land Owner herein and the said Second Party / Developer herein shall also be responsible to pay and bear proportionate share of the service charges for the common facilities in the building payable in respect of both the said First Party/Land Owner herein and the said Second Party / Developer herein and said charges to include proportionate share of premium of insurance of the said proposed multistoried building fire, water charge and taxes, lights, sanction and maintenances operation, repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charge and expenses for the said proposed multistoried building and all common wiring pipe, electrical and mechanical equipments switch, transformers, pump, motors and other electrical and mechanical installations appliances and equipment stairways, corridors, passage way and other common facilities whatsoever as may be mutually agreed from time to time.

Article: XVII - Appointment Of Arbitrator

17) Any dispute and / or difference arising between the both parties or its legal representatives, the same shall be referred to the sole arbitrator to be appointed by the both parties and the award of the sole arbitrator shall be final and binding upon the both parties.

Articles: XVIII - Legal Procedures

18) It is hereby expressly agreed by and between the both parties hereto that it shall be the responsibility of the Second Party / Developer herein as constituted attorney of the First Party/Land Owner herein to defend all actions, suits and proceedings which may arise in respect of the development of the said Bastu Land all costs, charges and expenses incurred for the purpose with the approval of the First Party/Land Owner herein shall be born and paid by the Second Party / Developer herein.

Articles: XIX - Miscellaneous

19.1) It is hereby understood that from time to time to facilitate the construction of the said proposed multistoried building by the said Second Party / Developer herein, various deeds matters and things not herein specified may be required to be done by the said Second Party / Developer herein and for which the said Second Party / Developer herein may need the authority of the said First Party/Land Owner herein and various application and other document may be required to be signed or made by the said First Party/Land Owner herein relating to which specific provisions may not have been mentioned herein. The said First Party/Land Owner hereby undertake to execute a Development Power Of Attorney in favour of the said Second Party / Developer herein simultaneously with the execution of the instant Development Agreement authorizing there to do all such acts, deeds, matters and things related to the proposed construction and same shall be registered with the concerned registering authority, so that the said Second Party / Developer herein can sell of the said Second Party / Developer's allocation with proportionate share of Bastu Land.

- 19.2) Any notice required to be given by the said Second Party / Developer herein shall be deemed to have been served upon the said First Party/Land Owner herein if delivered by hand and duly acknowledged or sent by registered post with acknowledgement due and shall likewise be deemed to have been served on the said Second Party / Developer herein, if delivered by hand and duly acknowledge or sent by prepaid registered post with acknowledgement due to said Second Party / Developer herein.
 - 19.3) The said Second Party / Developer and the said First Party/Land Owner herein shall mutually frame scheme for the management and / or administration of the said proposed multistoried building and / or common part and facilities thereon.
 - 19.4) That the said Second Party / Developer hereby undertake that it shall obtain sanction of the building plan from the KMC office within a reasonable period from the date of execution / registration of this Development Agreement and from the date of execution / registration of Development Power Of Attorney.
 - 19.5) Both the Second Party / Developer herein and the First Party/Land Owner herein shall frame a scheme for the management and administration of the said proposed multistoried building and /or common parts thereof. The First Party/Land Owner hereby agree to abide by all the rules and regulations of such management society/association/holding organization do hereby give its consent to abide by the same.
 - 19.6) As and from the date of completion of the building the Second Party / Developer herein and or its transferees and the First Party/Land Owner herein and / or its transferees shall each is / are liable to pay and bear proportionate charges on account of KMC tax and wealth tax and other taxes, payable in respect of his/their allocation.
 - 19.7) The said Second Party / Developer herein shall arrange the temporary accommodation for the said First Party/Land Owner herein during construction period and the rent shall be borne by the said Second Party / Developer herein until

deliver of the said First Party/Land Owner's allocation but the said temporary accommodation's maintenance charges and electricity charges to be borne by the said First Party/Land Owner herein.

19.8) The name of the said proposed a multistoried building will be "Matrix Iconic".

Articles: XX - Force Majures

- 20.1) The Second Party / Developer herein shall not be liable to any obligations hereunder to the extent that the proportion of the relevant obligations are prevented by the existence of the force majure shall be suspended from the obligations during the duration of the force majure.
- 20.2) Force majure shall mean flood, earthquake, riot, water, storm, tempest, civil commotion, strike, pandemic or any other extra ordinary situation arising from political slugfest or change in Government policies and/or any other or further commission beyond the reasonable control of the Second Party / Developer herein in that case the time for completion of building will be extended.

Articles: XXI - Legal Action

21) The Both parties shall have liberty to avail the opportunity under the specification performance of contract this development agreement for non-compliance of the covenant herein before mentioned alternatively at any time if any dispute shall arise between the Both parties hereto regarding the construction or interpretation of any of the terms and condition herein contained or touching these present or determination of any liability of any of the both parties under this development agreement the same shall be referred to the negotiation between both parties.

The First Schedule Above Referred To (The Property / Bastu Land / Premises)

All That piece and parcel of revenue redeemed Bastu Land measuring about 07 (Seven) Cottahs - 09 (Nine) Chattaks - 37 (Thirty Seven) Sq.Ft. (as per physical measurement), which Bastu Land area written as 08 Cottahs -10 Chattaks -43 Sq.ft. (as per registered Deed Of Conveyance, dated 01/12/2009) be the same a little more or less, together with more than 20 years old, cemented floor, two and partly three storied fully residential building standing thereon, having its total covered area of 4399 sq.ft. be the same a little more or less (i.e. on the Ground Floor: 1647 sq.ft. + on the 1st Floor: 2567 sq.ft. and on the portion of 2nd Floor: 185 sq.ft.), along with all easements, appurtenances and common rights of the KMC main road on the southern side of the said Bastu Land available therein, lying, situate at and being Premises No. 50/1, Dr. Suresh Chandra Banarjee Road (Portion of old / former Premises No. 50, Beliaghata Main Road), P.O. Beliaghata, P.S. Beliaghata, Kolkata – 700010, within limits of the Kolkata Municipal Corporation office, under ward No. 034, Borough No. III, vide Assessee No. 11-034-09-1002-3 and District: South 24-Parganas, which is butted and bounded as the following manner:

(Zone: Rail Bridge, W-34-CIT/GS Rd on Road)

On The North By: Premises No. 5/6, Hem Chandra Naskar Road

On The South By : 60'-0" feet wide Dr. Suresh Chandra Banerjee Road

On The East By : Premises No. 1, Hem Chandra Naskar Road

On The West By : Premises No. 49A, Dr. Suresh Chandra Banerjee Road

and 2.76 metres wide private passage.

The Second Schedule Above Referred To

(The Proposed New Multistoried Building)

All That proposed multistoried building to be constructed on the First Schedule mentioned property hereinbefore written after demolishing of old structures together with all common areas benefits attached thereto.

The Third Schedule Above Referred To

(The First Party/Land Owner And The Purchaser Or Purchasers Are Entitled As Common User Of The Common Areas And The Common Parts Mentioned In The Indenture Shall Include)

- Stair case and lift having capacity of 4/5 (Four/Five) persons on all the floors.
- 2) Stair case landing on all the floors, top stair lift room.
- 3) Main gate to the said premises and common passage and lobby or mandatory open space surrounding on the ground floor to top floor top open roof excepting the other's places on the ground floor.
- 4) Water pump, pump room on the ground floor, underground Water tank, all main Water pipe lines, overhead Water tank on the top roof and other common plumbing installations.
- 5) Installation of common service viz. electricity, Water pipes sewerage, rain water pipes.
- Lighting in the common space, passage stair case, including main electric meter fittings.
- 7) Common Electric meter and box.
- 8) Electric Wiring meter for lighting stair case, lobby and other common areas (excluding those as the installed for any particular floor) and space required thereto.
- 9) Window, Doors, Grills and other fittings of the common area of the premises including side space of the premises.
- 10) Such other common parts areas equipments installation, fixtures, fittings, covered and open space in or about the said premises of the said proposed multistoried building as are necessary for use and occupancy of the units.
- 11) Electrical wiring meters (excluding those are installed for any particulars Unit).
- 12) General Common Elements of all appurtenances and facilities and other items which are not part of the said Unit.
- (a) All private ways curves, boundary / side walls area of the said premises.
- (b) Exterior conduits, utility lines.
- (c) Public connection meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services and located outside of the said proposed multistoried building.

- (d) Exterior lighting and other facilities necessary to the upkeep and safety of the said proposed multistoried building.
- (e) All elevations including shafts, shaft Walls, pump room and apartments, facilities.
- (f) All other facilities or elements or any improvement outside the unit but upon the said proposed multistoried building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the said proposed multistoried building or normally in common use.
- (g) The Foundation, Corridor, Lobbies, Stairways, Entrance and Exists path Ways, Footings, Column, Girders, Beams, Supports, and exterior Walls beyond the said Unit side or interior load bearing Walls Within the said proposed multistoried building or concrete floor slab except the roof slab and all concrete ceiling and all staircase in the said proposed multistoried building.
- (h) Conduits, utility lines, telephone and electrical systems contained within the said proposed multistoried building.

The Fourth Schedule Above Referred To (First Party/Land Owner, Purchaser Or Purchasers Shall Have To Bear)

- 1) The expenses of administration, maintenance, repair, replacement of the common parts and equipment and accessories common area and facilities including white washing, painting and decorating the exterior portion of the said proposed multistoried building, the boundary walls, entrance, the stair case, the landing the gutters, top roof, rainwater pipes, motors pumps, water and gas pipe, electric wirings and installations, sewers, drains and all other common parts, fixtures fittings and equipments, in under or upon the building enjoyed or used in common by the purchaser or co-purchaser of the said proposed multistoried building.
- 2) The cost of cleaning maintaining and lighting the main entrances, passages, landings, stair cases, and other parts of the said proposed multistoried building as enjoyed or used in common by the Purchasers of the said proposed multistoried building.

- 3) Cost and charges of establishment reasonable required for the maintenance of the said proposed multistoried building' and for watch and ward duty and other incidents costs.
 - 4) The cost of decorating the exterior of the said proposed multistoried building.
- 5) The cost of repairing and maintenance of water pump, electrical installations and over lights and service charges supplies of common utilities.
- 6) Insurance premium if any for insurance of the said proposed multistoried building against any damage due to earthquake, fire lightening, civil commotion etc.
- Municipal taxes of the said proposed multistoried building, if any and other similar taxes save those separately assessed on the respective flat(s) / room(s) / shop(s) / office(s) / unit(s) / car parking space(s) until and unless the said flat(s) / room(s) / shop(s) / office(s) / unit(s) / car parking space(s) handed over to the said First Party / Land Owner herein or prospective purchaser(s) the said Second Party/ Developer herein shall bear all kinds of rates and taxes.
- 8) Litigation expenses as may be necessary for protecting the right, title and possession to the Bastu Land and the said proposed multistoried building.
- 9) Such other expenses as are necessary or incidental for the maintenance, Govt. duties and up-keepment of the said proposed multistoried building as may be determined by the flat(s) / room(s) / shop(s) / office(s) / unit(s) / car parking space(s) Flat Owner's association.

The Fifth Schedule Above Referred To (The Guidance Respecting Possession And/ Or User Of The Said Unit Inter-Alia Shall Include The Impositions And Restriction As Under)

- Not to carry on or permit to be carried on upon the said Unit any offensive or unlawful activities illegal or forbidden under any Law for the time being in force.
- Not to demolish or cause to be demolished or damaged the said Unit or any part thereof.

- 3) Not to do or permit to be done any act deed or thing which may render void or void-able any insurance of any flat(s) / room(s) / shop(s) / office(s) / unit(s) / car parking space(s) any part thereof or cause any increase in premium payable in respect thereof.
- 4) Not to claim division or partition of the said Bastu Land and / or the said proposed multistoried building thereon and common areas within the same.
- 5) Not to decorate the exterior of the said unit which may affect the other flat(s) / room(s) / shop(s) / office(s) / unit(s) / car parking space(s) and other spaces within the said proposed multistoried building or the structure thereof, in any manner whatsoever.
- 6) Not throw or accumulate in the said unit or any portion of the said proposed multistoried building the same.
- 7) Not to paint outer walls or portion of its units, common walls or portions of the said proposed multistoried building, exclusive of the getup thereof, its being entitled to paint inside the walls and portions of its units only in any colour of its choice.
- 8) The purchasers of the unit or the said **First Party/Land Owner** herein shall must have abide by obligations for guidance of members or maintenance, safety and security of the said proposed multistoried building or otherwise as shall be necessary in the interest thereof.
- 9) Not to encroach any common portion of the said proposed multistoried building as aforesaid, nor to obstruct, jeopardize the user thereof, and nor to encumber any of such portion in any manner whatsoever.

The Sixth Schedule Above Referred To (Specification Of Work)

Construction to be made and fitting and fixtures to be installed and provided in the building shall be of standard quality and according to the plan and advice of the Architect / Engineer and includes the following:

- 1. Foundation: The foundation shall be reinforced cement concrete as per design, by the L.B.S. Engineer and any appropriate authorities. The Cement will be used like (Ramco / Ultratech / Ambuja /ACC / Laffarge).
- 2. Super Structure: The Super Structure of the building shall have reinforcement concrete framed structure with reinforced cement (Ramco / Ultratech / Ambuja /ACC / Laffarge) concrete columns, beams and slabs.
- 3. Wall: Wall of the building shall be 8 inches thick brick walls on the external face and 3 inches thick brick partition internal Walls and the Walls will be finished by putty of good quality.
- Finishes: All internal surfaces to be plastered with cement, sand and mortar and will be finished by putty, All external wall to be plastered with cement, sand and mortar.
- 5. Flooring: Flooring inside the flats shall be of floor tiles, flooring in the stair case and lobby shall be marble.
- 6. **Doors**: All the door frames shall be of sall woods and the door shutters will be of flush doors.
- 7. Window: Aluminium sliding windows, Iron grill with smoke glass.
- 8. **Kitchen**: Kitchen shall have cooking platform of black stone make with steel sink attached and its flooring shall be of floor tiles, ceramic tiles of good quality shall be provided on the walls of the kitchen up to a height of 3 feet from the cooking platform. All plumbing items and fittings in the kitchen shall be of good quality.
- 9. Toilet: Toilet shall have concealed water line facility. All plumbing items and fittings in the toilets shall be of good quality and its flooring shall be floor tiles, Ceramic tiles of good quality shall be provided on the walls of the toilet up to a height of 6 feet from the floor.
- 10. Electrical: Concealed installation of electric pipes and wire and box in the wall of the flat of the said Land Owner herein. The said Land Owner herein will have to arrange the installation of their own electric meter.
- 11. Water Supply: Underground reservoir and overhead water tank shall be made for 24 hours water supply.

In Witnesses Whereof the said First Party/Land Owner and the said Second Party/Developer hereof doth hereunto set and subscribed their respective signatures on this day, month

Signed, Sealed And Delivered By the First Party/Land Owner In The Presence of:

larguarkar (Sri Tara Sankar Das Sarkar)

Son of Late Sirir Kumar Das Sarkar

Occupation : Service

Address: 513, Dumdum Park P.O. Bangur, P.S. Laketown

Kolkata- 700 055

Debaushi Huuhagadh

(Sri Debarshi Mukhopadhyay) Son of Late Asoke Mukhopadhyay

Occupation : Service

Address: 56, Mahakalitala Lane P.O. Bansberia, P.S. Mogra

District : Hooghly

Pin: 712502, West Bengal

Signed, Sealed And Delivered By the Second Party/Developer In The Presence of:

(Sri Tapan Chakraborty) Son of Late B.C. Chakraborty Occupation : Private Service Address: 78/E Korunamoyee Road P.O.- Talpukur, P.S. Titagarh District: 24-Parganas (N) Pin: 700123

Sukumar dan (Sri Sukumar Sen) Son of Late Meghnad Sen Occupation : Business Address: T/7H/1, Kalimuddin Lane P.O. Beadon Street, P.S. Manicktala Kolkata- 700006

Typed By Me,

Larma (Miss Suparna Paul) Daughter of Sri Sukamal Paul Occupation: Private Service 157/2A, A.P.C. Road P.O. Shyamabazar, P.S. Shyambazar Kolkata-700004

wan Resustre Centre for A.B. V.B

(Dr. Arup Kumar Das) Director

- Authorised Signatory -On Behalf, State Resource Centre For Adult Education, West Bengal - Signature of the First Party/Land Owner -

MATRIX CONSTRUCTION

ettam to tunde

Partner(s)

MATRIX CONSTRUCTION

Samiran Kundu

Partner(s)

(Sri Uttam Kumar Kundu) (Sri Samiran Kundu) - Signature of the Second Party/Developer -

Drafted By Me,

Razi Tozamwel Hanoui

(Kazi Tozammel Hossain) -Advocate-Sealdah Civil Court Enrolment No. 165/176/1995 Kolkata-700004

Memo Of Refundable/Adjustable Money

Received from the Second Party/Developer herein on account of refundable/adjustable money of Rs. 55,00,000/- (Rupees Fifty Five Lacs) only, out of total refundable/adjustable money of Rs. 80,00,000/- (Rupees Eighty Lacs) only.

Date	Total Amount	Ref No.	Bank & Branch
14/03/2023	Da 1 00 0001	10,111	Dank & Branch
	Rs. 1,00,000/-	Through NEFT	HDFC Bank, Khanna Branch
18/04/2023	D- 0.00 000		
10/04/2023	Rs. 9,00,000/-	Through RTGS	HDFC Bank, Khanna Branch
04/05/2023	D- 25 00 0001		
0 11 0312023	Rs. 35,00,000/-	Through RTGS	Ujjivan Bank, Saltlake Branch
10/05/2023	Pa 10 00 000/	mi i neces	
10/05/2025	Rs. 10,00,000/-	Through RTGS	HDFC Bank, Khanna Branch
Total	Rs. 55,00,000/-	(Rupees Fifty Fi	yo I ooo) aala

Witnesses:

(Sri Tara Sankar Das Sarkar)

Son of Late Sirir Kumar Das Sarkar

Occupation : Service Address: 513, Dumdum Park P.O. Bangur, P.S. Laketown

Kolkata- 700 055

(Sri Debarshi Mukhopadhyay)

(Sri Debarshi Mukhopadhyay) Son of Late Asoke Mukhopadhyay Occupation: Service

Address: 56, Mahakalitala Lane P.O. Bansberia, P.S. Mogra

District : Hooghly

Pin: 712502, West Bengal

Director,

(Dr. Arup Kumar Das)
Director
- Authorised Signatory —
On Behalf, State Resource Centre
For Adult Education, West Bengal
- Signature of the First Party/Land Owner -

PHOTO PEST & FINGER IMPRESSION SHEET

	Small Finger	Ring Finger	Middle Finger	Indication Finger	Thumb Finger
LEFT					
Ω_{I}	Thumb Finger	Indication Finger			Small Finger
RIGHT HAND TO Resource Genera for 4.5. 7.3. (Dr. Arup Kumar Das) —Signature of the First Party Land Owner—					
×	Small Finger	Ring Finger	Middle Finger	Indication Finger	Thumb Finger
LEFT					
	Thumb Finger	Indication Finger			Small Finger
MATRIX CONSTRUCTION Lottern to Yourds HAND Partner(s) (Sri Uttam Kumar Kundu) —Signature of the Second Party/Developer —					
	Small Finger	Ring Finger	Middle Finger	Indication Finger	Thumb Finger
LEFT HAND					
	Thumb Finger	Indicat Finge			
MATRIX CONSTRUCTION Samiran Kundu RIGHT HAND Partner(s)					S Mari
(Sri Samiran Kundu) -Signature of the Second Party/Developer -		40.00			



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt **Payment Summary**





GRIPS Payment Detail

GRIPS Payment ID:

100520232004717454

129542

Bank/Gateway:

Total Amount:

SBI EPay

Payment Status:

0646907985633

Successful

Payment Init. Date:

No of GRN:

Payment Mode:

BRN Date:

Payment Init. From:

SBI Epay

10/05/2023 15:04:20

Department Portal

10/05/2023 15:03:53

Depositor Details

Depositor's Name:

Mr UTTAM KUMAR KUNDU

Mobile:

BRN:

7980020648

Payment(GRN) Details

Sl. No.

GRN

Department

Amount (₹)

1

192023240047174558

Directorate of Registration & Stamp Revenue

129542

Total

129542

IN WORDS:

ONE LAKH TWENTY NINE THOUSAND FIVE HUNDRED FORTY TWO ONLY.

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

pages below.





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





CRN	Detai	s
LITEL	-	-

GRN:

BRN:

192023240047174558

GRN Date:

10/05/2023 15:03:53

100520232004717454

0646907985633

231303345756 Gateway Ref ID:

GRIPS Payment ID:

Payment Status:

Successful

Payment Mode:

Bank/Gateway:

BRN Date:

Method:

Payment Init. Date:

Payment Ref. No:

SBI Epay

SBIePay Payment

Gateway

10/05/2023 15:04:20

HDFC Retail Bank NB 10/05/2023 15:03:53

2001153665/5/2023

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

Mr UTTAM KUMAR KUNDU

Address:

157/2A, APC ROAD, KOL-4

Mobile:

7980020648

Period From (dd/mm/yyyy): 10/05/2023 Period To (dd/mm/yyyy):

10/05/2023

Payment Ref ID:

2001153665/5/2023

Dept Ref ID/DRN:

2001153665/5/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001153665/5/2023	Property Registration- Stamp duty Property Registration- Registration Fees	0030-02-103-003-02 0030-03-104-001-16	74521 55021
2	2001153665/5/2023	Property Registration Registration	Total	129542

IN WORDS:

ONE LAKH TWENTY NINE THOUSAND FIVE HUNDRED FORTY TWO ONLY.

Major Information of the Deed

ged No:	I-1606-01675/2023	Date of Registration 11/05/2023		
Query No / Year	1606-2001153665/2023	Office where deed is registered		
Query Date	08/05/2023 2:27:05 PM	A.D.S.R. SEALDAH, District: South 24-Parganas		
Applicant Name, Address & Other Details	Sukumar Sen T/7H/1, Kalimuddin Lane Thana	na : Maniktala, District : South 24-Parganas, WEST le No. : 9051967785, Status :Solicitor firm		
Transaction	the second of the second	Additional Transaction		
[0110] Sale, Development / agreement	Agreement or Construction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 55,00,000/-]		
Set Forth value	是巴奎姆的进步发展以往的	Market Value		
		Rs. 4,87,25,628/-		
Stampduty Paid(SD)	医复数医生物医检查检查检查检查	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))		Rs. 55,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing the assement slip.(Urban		

Land Details:

District: South 24-Parganas, P.S:- Beliaghata, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Dr.Suresh Chandra Banerjee Road, Road Zone: (Rail Bridge (W-34) -- CIT Rd/GS Rd On Road), , Premises No: 50/1, , Ward

No: 034 Pin Code: 700010

Sch No	Plot Number	Khatian Number	Land Proposed	Use Area of Land		Market Value (In Rs.)	Other Details
L1			Bastu	7 Katha 9 Chatak 37 Sq Ft			Width of Approach Road: 60 Ft.,
	Grand	Total:		12.5629Dec	0 /-	459,79,003 /-	

Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	4399 Sq Ft.	0/-	27,46,625/-	Structure Type: Structure

Gr. Floor, Area of floor : 1647 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 2567 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 2, Area of floor : 185 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete

Total:	4399 sq ft	0 /-	07 40 000 /	
i Otai .	4333 54 11	0 /-	27,46,625 /-	

No

Name, Address, Photo, Finger print and Signature

State Resource Centre For Adult Education West Bengal

50/1, Dr.Suresh Chandra Banerjee Road, City:- Not Specified, P.O:- Beliaghata, P.S:-Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010, PAN No.:: aaxxxxxx1j,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative, Executed by: Representative

Developer Details:

11/05/2023, Place of

Admission of Execution: Office

SI No	Name,Address,Photo,Finger print and Signature
	Matrix Construction 157/2A, Acharya Prafulla Chandra Road, 1st Floor, Room -1B, City:- Kolkata, P.O:- Shyambazar, P.S:- Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700004, PAN No.:: abxxxxxx4q,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

ep	resentative Details:			
0	Name,Address,Photo,Finger	print and Signatur	e	
1	Name	Photo	Finger Print	Signature
	Dr Arup Kumar Das (Presentant) Son of Late Gopal Chandra Da Date of Execution - 11/05/2023, , Admitted by: Self, Date of Admission: 11/05/2023, Place of Admission of Execution: Office			(Mary)
		May 11 2023 11:19AM	LTI 11/05/2023	11/05/2023
	P.S:-Dum Dum, District:-Nor	th 24-Parganas, W Citizen of: India	est Bengal, India PAN No.:: ahxxx ate Resource Ce	City:- Not Specified, P.O:- Motijheel, a, PIN:- 700074, Sex: Male, By Caste: xxxx9d, Aadhaar No: 93xxxxxxxx7161 entre For Adult Education West Bengal
	2 Name	Photo	Finger Print	Signature
	Shri Uttam Kumar Kundu Son of Late Jadab Chandra Kundu Date of Execution - 11/05/2023, , Admitted by: Self, Date of Admission:	备		uttom to the

13/8D, Ariff Road, City:- Not Specified, P.O:- Ultadanga Main Road, P.S:-Ultadanga, District:-South 24-Parganas, West Bengal, India, PIN:- 700067, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: afxxxxxxx1m, Aadhaar No: 27xxxxxxxx6624 Status: Representative, Representative of: Matrix Construction (as partners)

May 11 2023 11:20AM

LTI 11/05/2023

Name	Photo	Finger Print		
Shri Samiran Kundu Son of Shri Uttam Kumar Kundu Date of Execution - 11/05/2023, , Admitted by: Self, Date of Admission: 11/05/2023, Place of Admission of Execution: Office		Iniger Print	Signature Samue	
	May 11 2023 11:21AM	LTI 11/05/2023	11/05/2023	

AE-124, Salt Lake, Block/Sector: I, City:- Not Specified, P.O:- Bidhannagar CC Block, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: bexxxxxx0g, Aadhaar No: 60xxxxxxxx4918 Status: Representative, Representative of: Matrix Construction (as partners)

Identifier Details:

Name	Photo	Finger Print	Signature
Shri Sukumar Sen Son of Late Meghnad Sen T/7H/1, Kalimuddin Lane, City:- Not Specified, P.O:- Beadon Street, P.S:- Maniktala, District:-South 24-Parganas, West Bengal, India, PIN:- 700006			Suc. &
	11/05/2023	11/05/2023	11/05/2023

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	State Resource Centre For Adult Education West Bengal	Matrix Construction-12.5629 Dec
Trans	fer of property for S1	10. 15. 15. 15. 15. 15. 15. 15. 15. 15. 15
SI.No	From	To. with area (Name-Area)
1	State Resource Centre For Adult Education West Bengal	Matrix Construction-4399.00000000 Sq Ft

11-05-2023

Sertificate 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

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

Presented for registration at 10:58 hrs on 11-05-2023, at the Office of the A.D.S.R. SEALDAH by Dr Arup Kumar Das

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

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

Execution is admitted on 11-05-2023 by Dr Arup Kumar Das, director, State Resource Centre For Adult Education West Bengal (Others), 50/1, Dr.Suresh Chandra Banerjee Road, City:- Not Specified, P.O:- Beliaghata, P.S:-Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:-700010

Indetified by Shri Sukumar Sen, , , Son of Late Meghnad Sen, T/7H/1, Kalimuddin Lane, P.O: Beadon Street, Thana: Maniktala, , South 24-Parganas, WEST BENGAL, India, PIN - 700006, by caste Hindu, by profession Business

Execution is admitted on 11-05-2023 by Shri Uttam Kumar Kundu, partners, Matrix Construction (Partnership Firm), 157/2A, Acharya Prafulla Chandra Road, 1st Floor, Room -1B, City:- Kolkata, P.O:- Shyambazar, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700004

Indetified by Shri Sukumar Sen, , , Son of Late Meghnad Sen, T/7H/1, Kalimuddin Lane, P.O: Beadon Street, Thana: Maniktala, , South 24-Parganas, WEST BENGAL, India, PIN - 700006, by caste Hindu, by profession Business

Execution is admitted on 11-05-2023 by Shri Samiran Kundu, partners, Matrix Construction (Partnership Firm), 157/2A, Acharya Prafulla Chandra Road, 1st Floor, Room -1B, City:- Kolkata, P.O:- Shyambazar, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700004

Indetified by Shri Sukumar Sen, , , Son of Late Meghnad Sen, T/7H/1, Kalimuddin Lane, P.O: Beadon Street, Thana: Maniktala, , South 24-Parganas, WEST BENGAL, India, PIN - 700006, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 55,021.00/- (B = Rs 55,000.00/-, E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 55,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/05/2023 3:04PM with Govt. Ref. No: 192023240047174558 on 10-05-2023, Amount Rs: 55,021/-, Bank: SBI EPay (SBIePay), Ref. No. 0646907985633 on 10-05-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 500.00/-, by online = Rs 74,521/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1567, Amount: Rs.500.00/-, Date of Purchase: 08/05/2023, Vendor name: SHARMISTHA CHATTERJEE MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/05/2023 3:04PM with Govt. Ref. No: 192023240047174558 on 10-05-2023, Amount Rs: 74,521/-, Bank: SBI EPay (SBIePay), Ref. No. 0646907985633 on 10-05-2023, Head of Account 0030-02-103-003-02

Anitan Olmel

Amitava Ghosal ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SEALDAH

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1606-2023, Page from 47035 to 47076 being No 160601675 for the year 2023.



Digitally signed by AMITAVA GHOSAL Date: 2023.05.15 12:26:04 +05:30 Reason: Digital Signing of Deed.

Anitora Posal.

(Amitava Ghosal) 2023/05/15 12:26:04 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SEALDAH West Bengal.

(This document is digitally signed.)