

ग्रास्त्राचेत्र ज

भारत INDIA

INDIA NON JUDICIAL

পশ্চিমবঞ্চা पश्चिम बंगाल WEST BENGAL

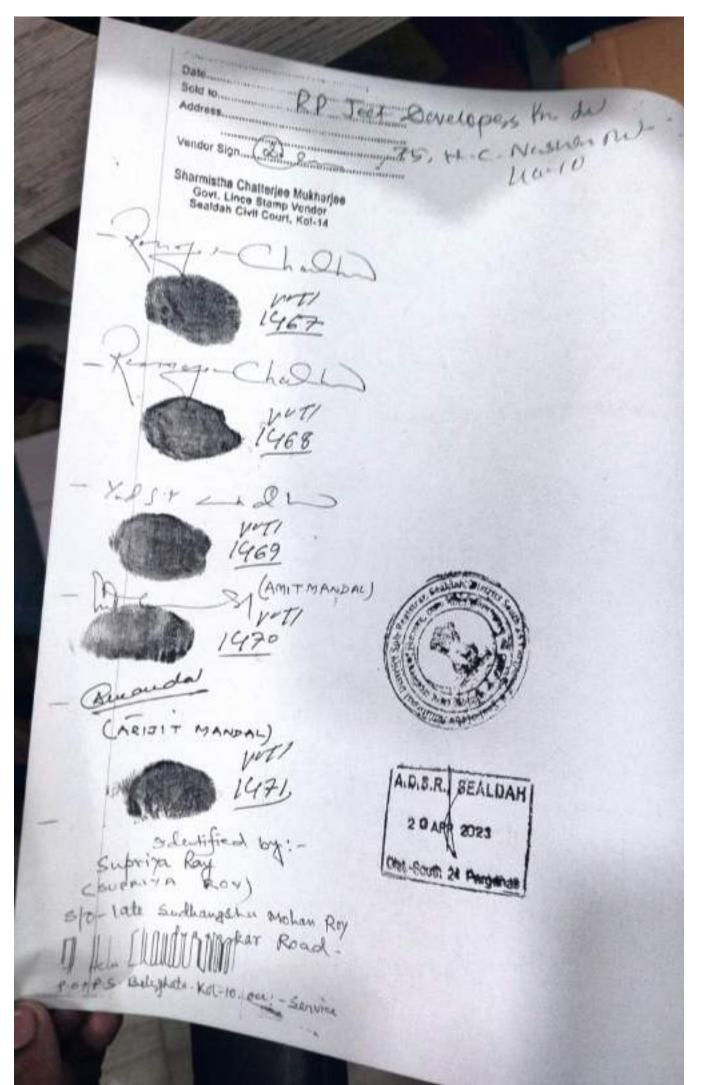
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REGISTERED DEVELOPMENT AGREEMENT

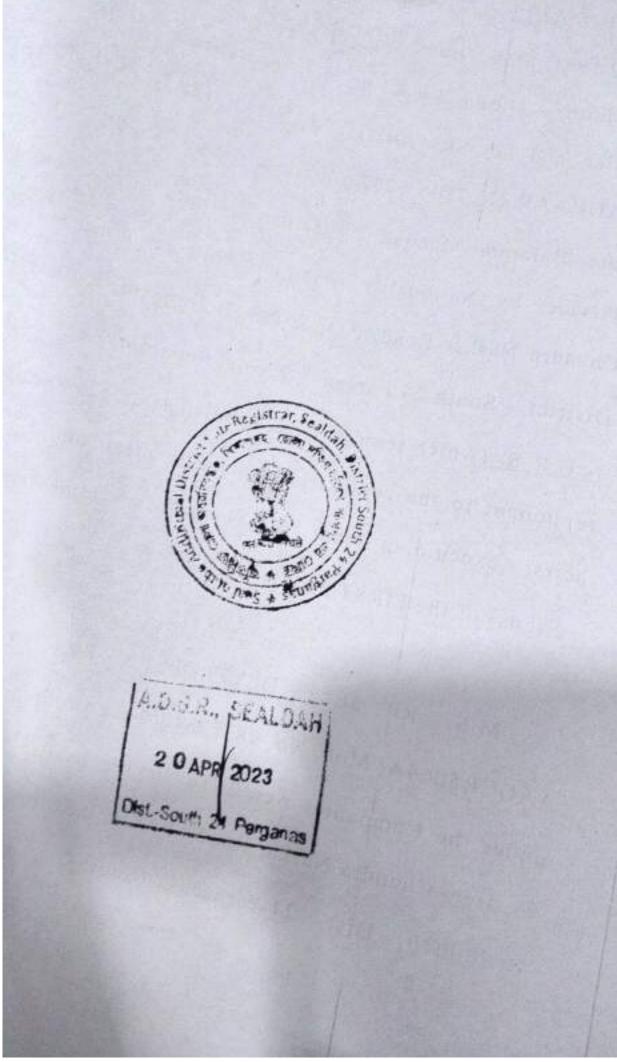
THIS AGREEMENT is made on this the 201 day of



AMIT MANDAL, (PAN: AEZPM0083N, AADHAAR No.9515 6889 1981, Mob. No. 9830160386), son of Late Balaram Mandal, by faith - Hindu, by Occupation - Retired, by Nationality - Indian and (2) SRI ARIJIT MANDAL (PAN: ADOPM1156C, AADHAAR No.7505 1202 7405, Mob. No. 9433045456), son of Late Balaram Mandal, by faith - Hindu, by Occupation - Service, by Nationality - Indian, both residing at 87, Hem Chandra Naskar Road, P.O. & P.S. Beliaghata, Kolkata-700010, District - South 24 Parganas, hereinafter jointly called the OWNERS (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, legal representatives, administrators and assigns) of the FIRST PART.

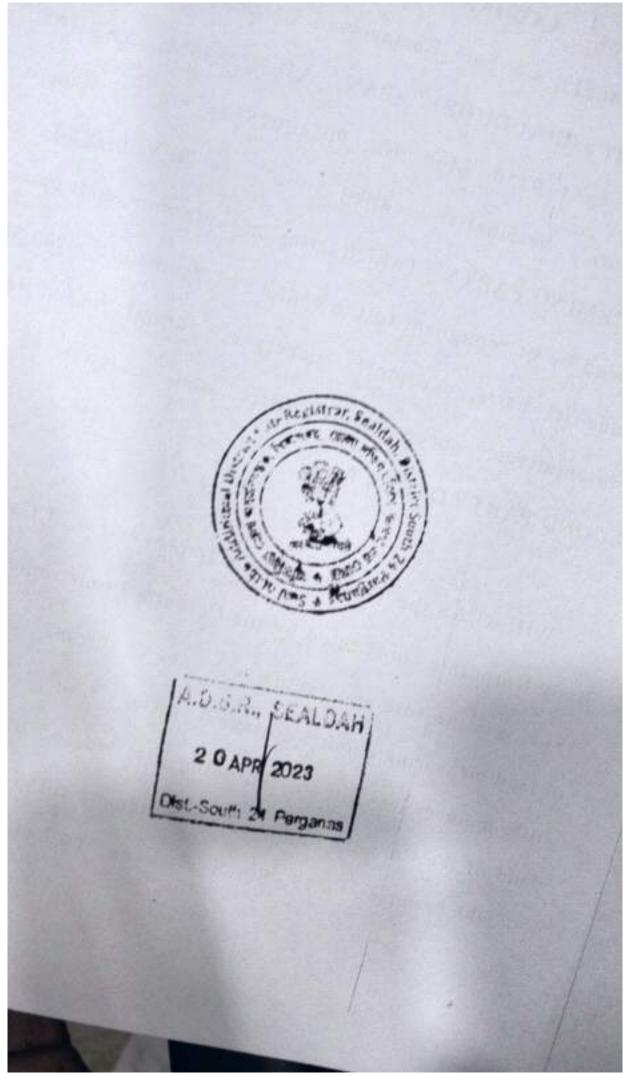
AND

M/S. RP JEET DEVELOPERS PVT. LTD., (PAN: AAGCR5064A, Mob. No. 9831084051), a Company incorporated under the Companies Act, 1956, having its registered Office at 75, Hem Chandra Naskar Road, P.O. & P.S. Beliaghata, Kolkata - 700010, Dist. 24-Parganas (South), represented by its



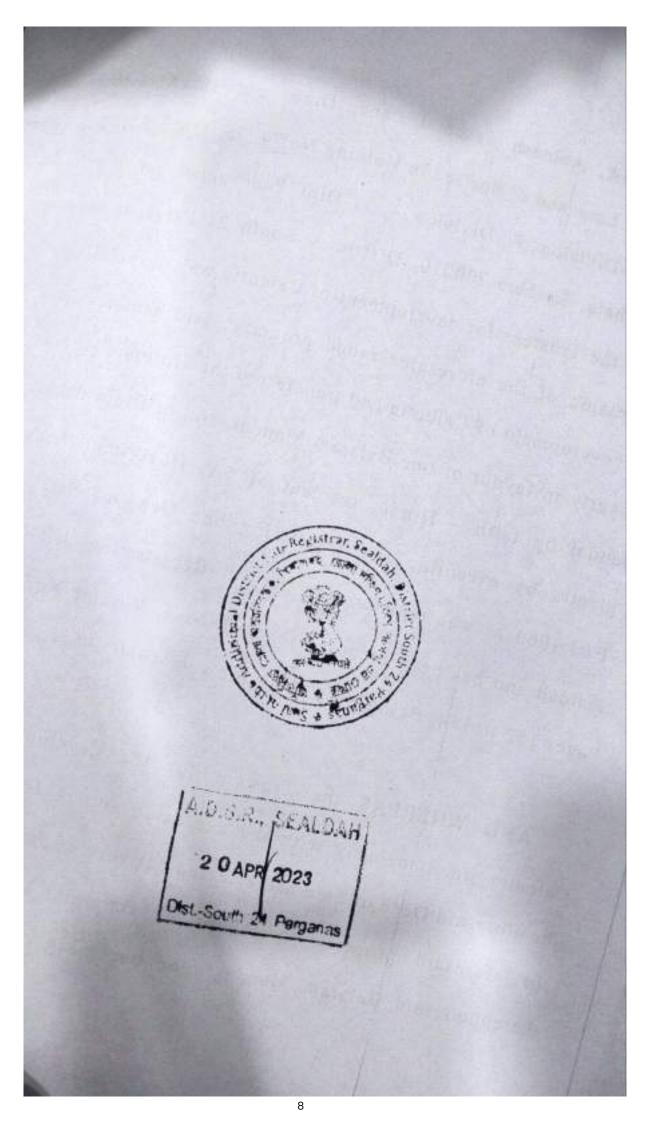
Directors, (1) SRI RANAJIT CHAUDHURI, (PAN: ACIPC6043M, AADHAR No. 3491 9740 7973, Mob. No.9831084051), s/o Late Ramaprasad Chaudhuri and (2) SRI YUDHAJIT CHAUDHURI, (PAN: AJLPC0843M, AADHAR No.5769 5854 9750, Mob. No. 9051202550), s/o Sri Ranajit Chaudhuri, hereinafter called the "DEVELOPER / CONFIRMING PARTY" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, successors, administrators, legal representatives, successor-in- office and assigns) of the SECOND PART / OTHER PART.

WHEREAS the Trustees for the Improvement of Calcutta, a
Body Corporate constituted by the Calcutta Improvement Act of
1911, was the sole and exclusive owner of the piece and parcel
of land measuring about 5 cottahs 6 chittaks 8 sq. ft. be the same
little more or less situate and being Plot No.155 of the Surplus
land of the Calcutta Improvement Scheme No.IVM, formed out
of Old premises no.27, Surah 1" Lane, 15, Abinash Sashmal



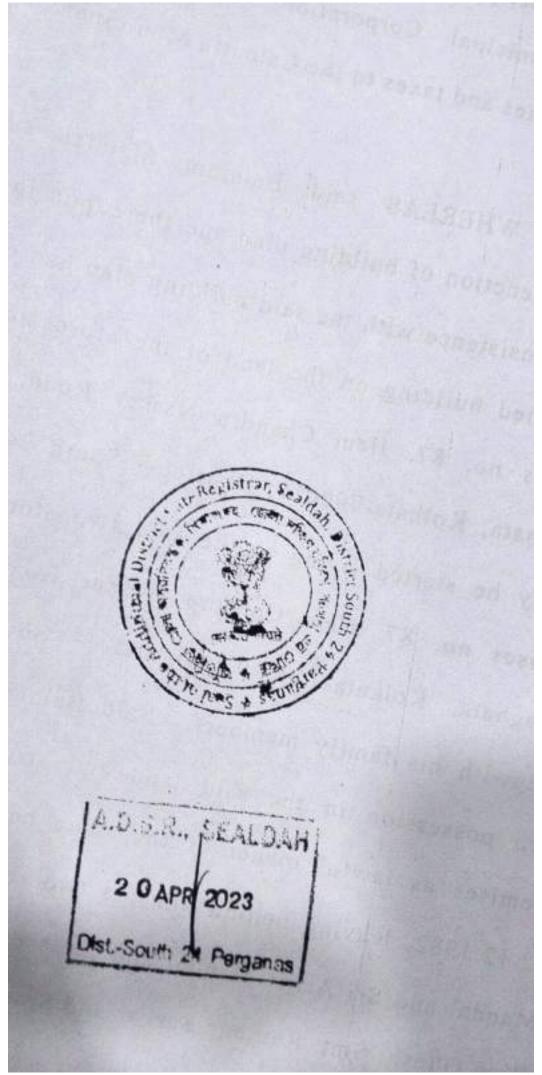
Lane, 16A, Abinash Sashmal Lane, Drain and 18, Abinash Sashmal Lane and comprised in Holding No.74, 75, 116 and 76/2 in Sub-Division 9, Division – 3, Dihi Panchannogram, P.S. Beliaghata, Kolkata-700010, District – South 24 Parganas and while the Trustees for development of Calcutta was in exclusive possession of the aforesaid landed property, said Trustees for the development of Calcutta had transferred the aforesaid landed property in favour of one Balaram Mandal, son of Bipin Behari Mandal by faith – Hindu, resident of 5A, Huzurimull Lane, Calcutta by executing and registering one Deed of Sale on 31.03.1960 as was registered in the Sub-Registration Office at Sealdah and has been recorded in Book No.I, Volume No.23 at Pages 152 to 154, Being No.137 for the year 1960.

AND WHEREAS the Trustees for the development of Calcutta simultaneously with the execution and registration of the aforesaid Deed of Sale had effected delivery of possession of the aforesaid property in favour of Balaram Mandal and thereupon said Balaram Mandal upon becoming owner of the



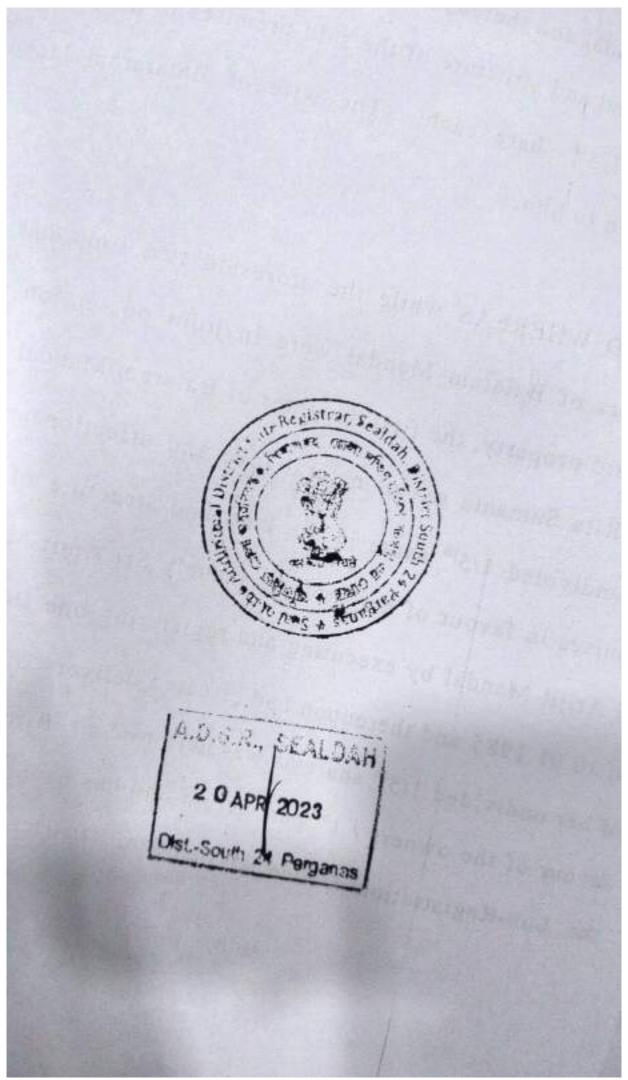
aforesaid property, got his name recorded in the records of the Calcutta Municipal Corporation and started payment of Municipal rates and taxes to the Calcutta Municipal Corporation.

AND WHEREAS said Balaram Mandal subsequently obtained sanction of building plan and thereupon in accordance and in consistence with the said building plan had constructed a two storied building on the land of the aforesaid premises at premises no. 87, Hem Chandra Naskar Road, P.O. & P.S. Beliaghata, Kolkata-700010, District - South 24 Parganas and thereby he started living at the said two storied building at premises no. 87, Hem Chandra Naskar Road, P.O. & P.S. Beliaghata, Kolkata-700010, District - South 24 Parganas along with his family members. Said Balaram Mandal during such possession in the said land and structure of the said premises as lawful owner of the same has died intestate on 22.12.1982, leaving behind him his two sons namely Sri Amit Mandal and Sri Arijit Mandal and three daughters namely Smt. Rina Ghosh, Smj. Ranjana Sarkar and Smt. Rita Samanta who in



accordance with the Sec.8 of the Hindu Succession Act inherited the said land and structure of the said premises left by Late Balaram Mandal and thereby they became the joint owners of the aforesaid land and structure of the said premises to the extent of undivided 1/5th share each. The wife of Balararam Mandal predeceased to him.

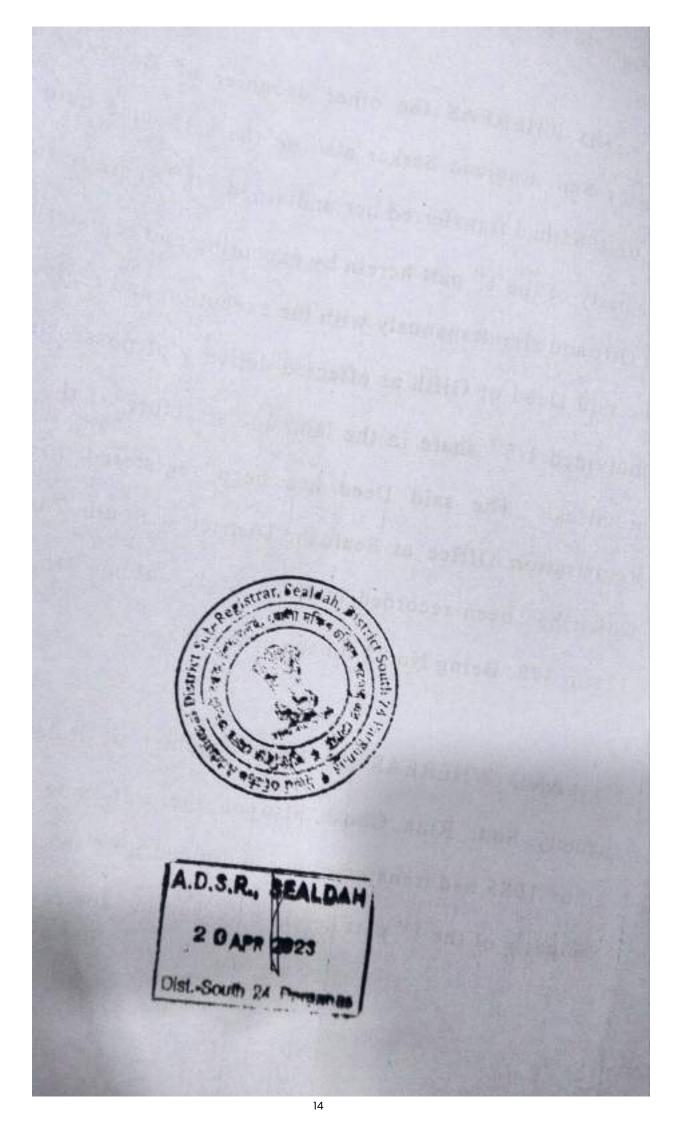
daughters of Balaram Mandal were in joint possession of the aforesaid property, the first daughter of Balaram Mandal namely Smt. Rita Samanta out of natural love and affection at present her undivided 1/5th share in the land and structure of the said premises in favour of her brothers namely Sri Amit Mandal and Sri Arijit Mandal by executing and registering one Deed of Gift on 10.01.1985 and thereupon had effected delivery of possession of her undivided 1/5th share as was held by Smt. Rita Samanta in favour of the owners / 1st part herein and has been registered in the Sub-Registration Office at Sealdah, District – South 24



Parganas, which has been recorded in Book No.I, Volume No.2 at Pages 363 to 370, Being No.81 for the year 1985.

AND WHEREAS the other daughter of Balaram Mandal namely Smt. Ranjana Sarkar also on the self-same date i.e. on 10.01.1985 had transferred her undivided 1/5th share in favour of the party of the 1st part herein by executing and registering Deed of Gift and simultaneously with the execution and registration of the said Deed of Gifth as effected delivery of possession of her undivided 1/5th share in the land and structure of the aforesaid premises. The said Deed has been registered in the Sub-Registration Office at Sealdah, District – South 24 Parganas, which has been recorded in Book No.1, Volume No.2 at Pages 371 to 378, Being No.82 for the year 1985.

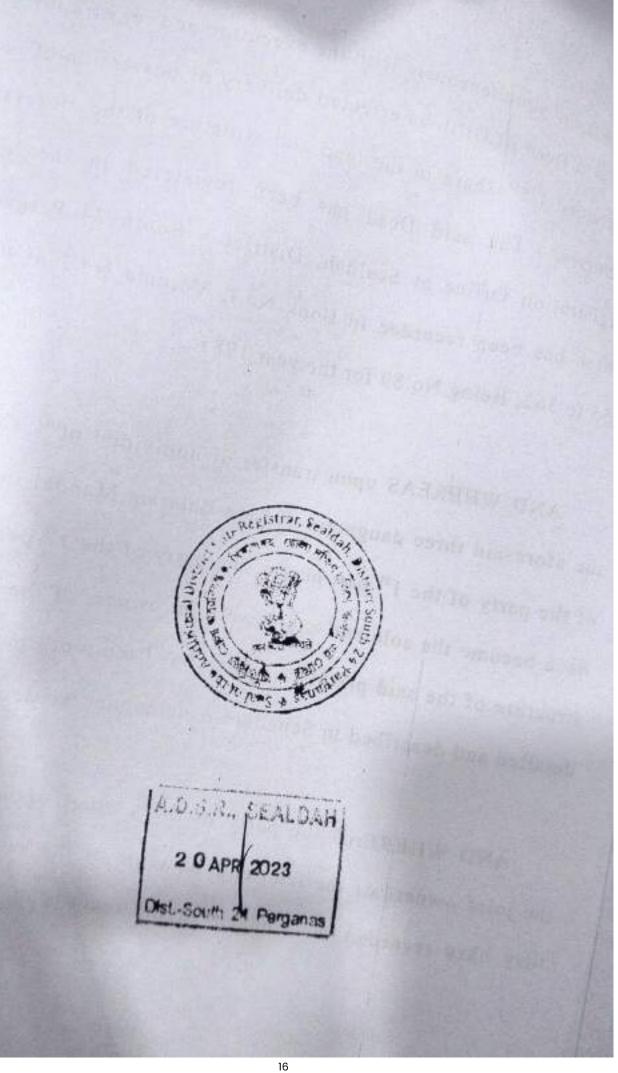
AND WHEREAS the other daughter of Balaram Mandal namely Smt. Rina Ghosh also on the self-same date i.e. on 10.01.1985 had transferred her undivided 1/5th share in favour of the party of the 1st part herein by executing and registering Deed



of Gift and simultaneously with the execution and registration of the said Deed of Gifth as effected delivery of possession of her undivided 1/5th share in the land and structure of the aforesaid premises. The said Deed has been registered in the Sub-Registration Office at Sealdah, District - South 24 Parganas, which has been recorded in Book No.1, Volume No.2 at Pages 355 to 362, Being No.80 for the year 1985.

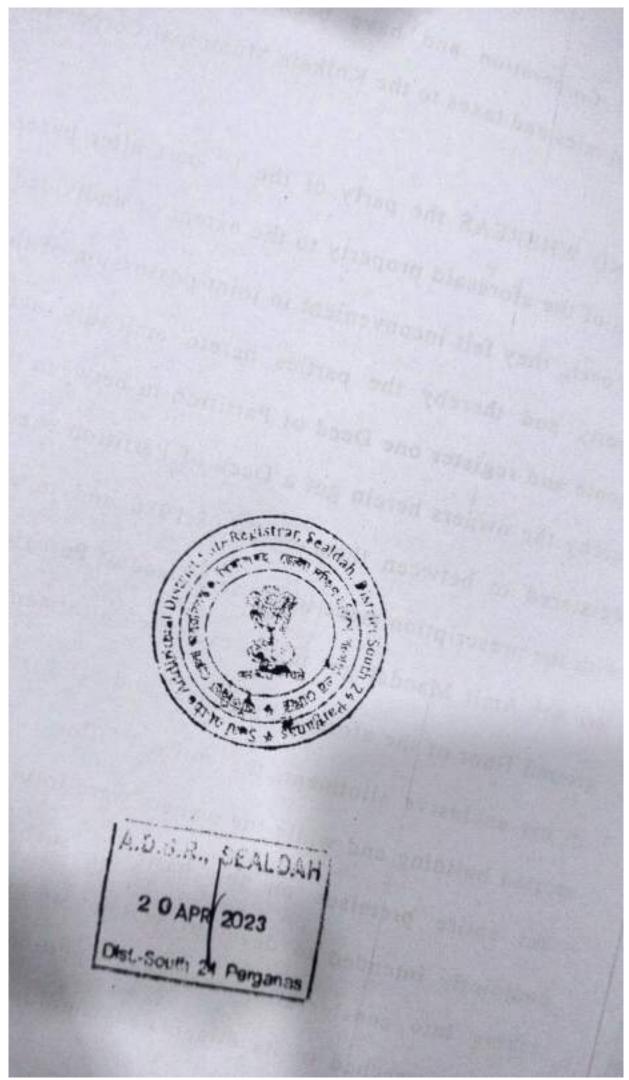
AND WHEREAS upon transfer of undivided 60% share by the aforesaid three daughters of Late Balaram Mandal in favour of the party of the 1st part herein, the party of the 1st part herein have become the sole and exclusive joint owners of the land and structure of the said premises, which has been more particularly detailed and described in Schedule-A hereunder written.

AND WHEREAS the party of the 1" part upon becoming the joint owners of the land and structure of the said premises, they have recorded their names in the records of the Kolkata



Municipal Corporation and have been paying regularly the Municipal rates and taxes to the Kolkata Municipal Corporation.

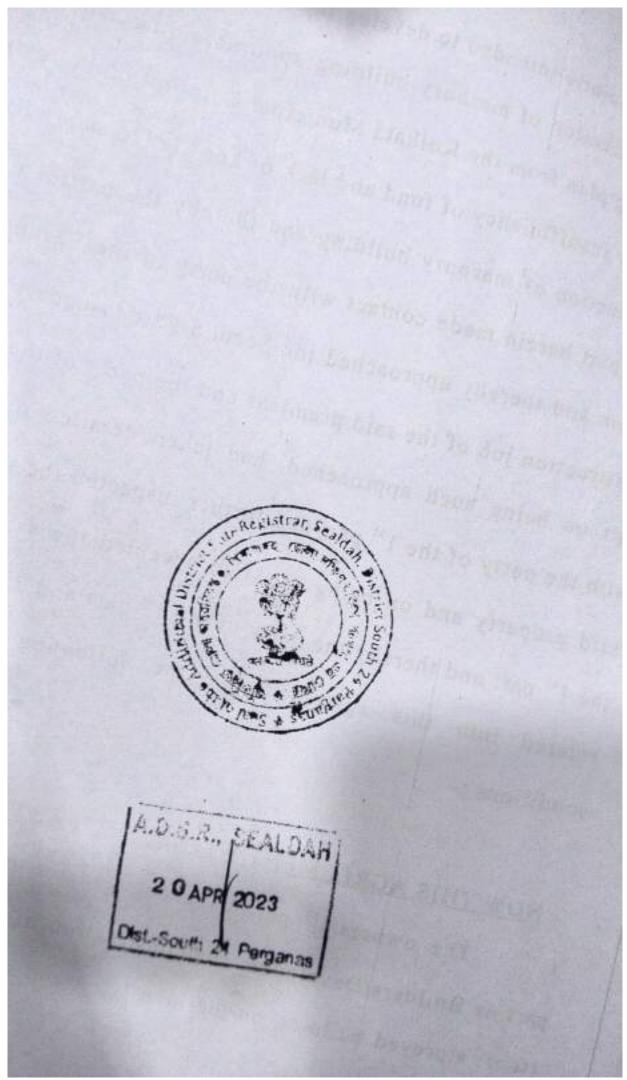
AND WHEREAS the party of the 1" part after becoming owners of the aforesaid property to the extent of undivided 50% share each, they felt inconvenient in joint possession of the said property and thereby the parties hereto amicably agreed to execute and register one Deed of Partition in between them and thereby the owners herein got a Deed of Partition executed and registered in between them on 20.08.1986 and in accordance with the prescription made in the said Deed of Partition, the said Sri Ari Amit Mandal got in his exclusive allotment, the entire ground floor of the aforesaid premises and Sri Arijit Mandal got in his exclusive allotment, the entire 1st floor of the said two storied building and while the owners were in possession in the said entire premises on the basis of such partition, they conjointly intended to develop the land of the said premises, taking into consideration that the condition of the existing structure reached to its dilapidated condition and accordingly



by construction of masonry building upon obtaining sanction of building plan from the Kolkata Municipal Corporation but owing to their insufficiency of fund and lack of knowledge as to raising construction of masonry building and thereby the parties of the first part herein made contact with the party of the Second Part herein and thereby approached the Second Part to undertake the construction job of the said premises and the party of the second part on being such approached, had taken detailed discussion with the party of the 1st part and further inspected the said offer of the 1st part and thereby the party of the 1st part and 2nd part have entered into this agreement on the following terms and conditions:-

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

1. The owners/1st part have engaged the party of the 2nd part as Builders/Developers for construction of a proposed G+4 (four) storeyed building on the land lying and situate in the said

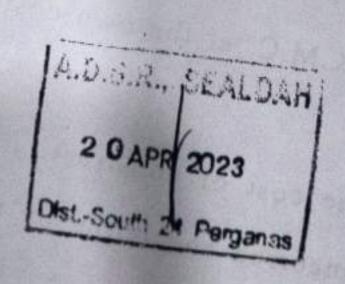


Premises being Municipal Premises No. 87, Hem Chandra Naskar Road, P.O. & P.S. Beliaghata, Kolkata-700010, District – 24

Parganas (South) within the local limits of Kolkata Municipal Corporation, Ward No. 34 and the party of the 2nd part have accepted the said engagement as "Developer / Promoter" who will construct a five storeyed masonry building on the land of the said premises by demolishing the old existing building, taking all legal recourses in this regard in accordance with the sanctioned building plan to be sanctioned by the K.M.C. to erect and construct structure in the said building in the manner on the terms and conditions stipulated hereinafter appearing.

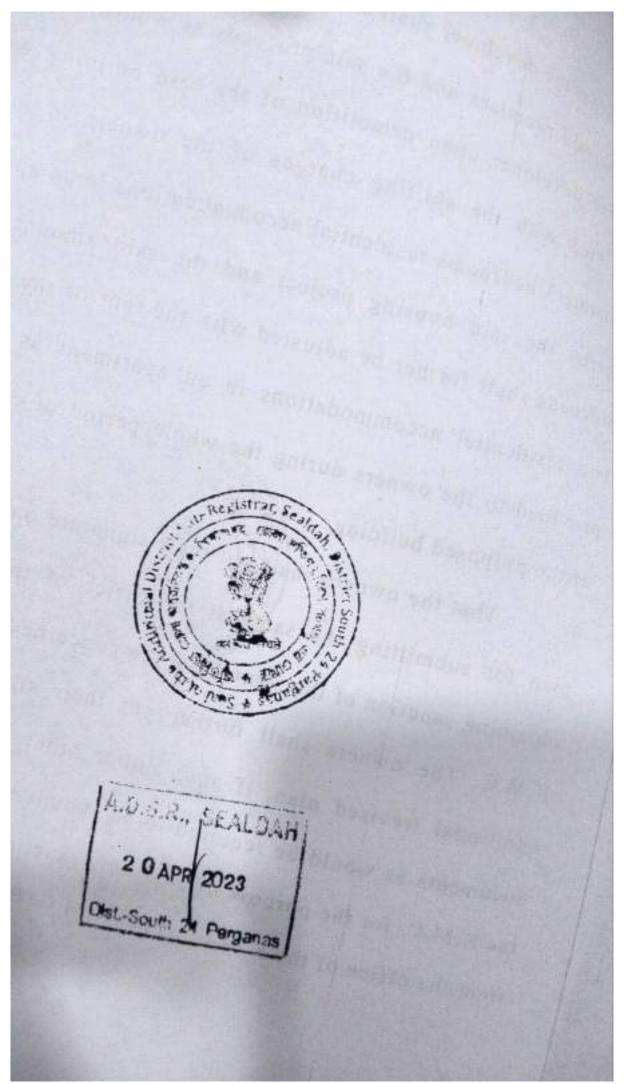
- 2. That for the purpose of construction of the said proposed building in the said property detailed in Schedule "A" below, the Developer shall adopt all procedures to obtain sanction of building plan from K.M.C. at the own cost and expenses of the Developer.
- 3. That all the cost of construction of the said proposed building will be incurred and borne by the Developer from its own fund.



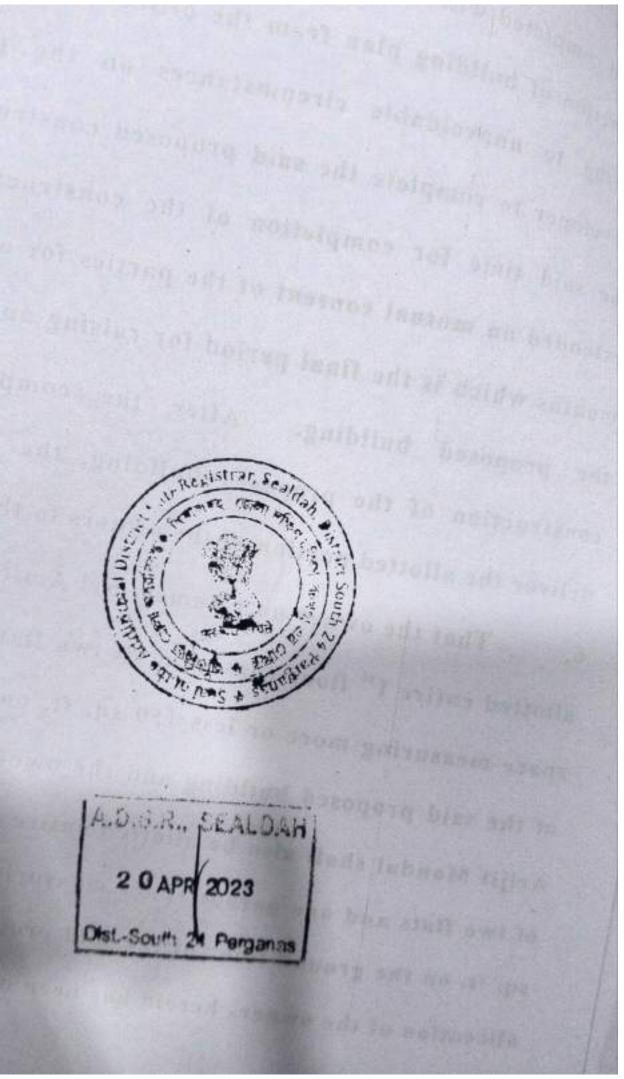


That the developer shall demolish the old existing structure of the said premises and the sale proceeds as would be realized by the developer upon demolition of the said building will be adjusted with the shifting charges of the owners in the two separate 3 bedrooms residential accommodations in an apartment nearby the said housing project and the said amount of sale proceeds shall further be adjusted with the rent of the aforesaid two residential accommodations in an apartment as would be provided to the owners during the whole period of construction of the proposed building.

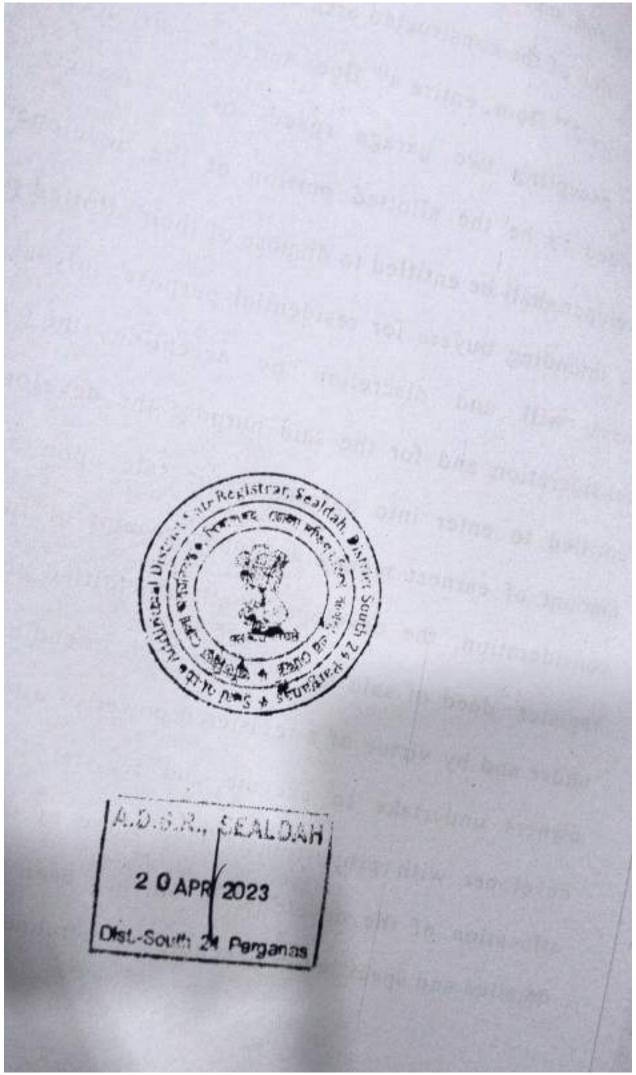
4. That the owners shall put their signature on the building plan for submitting the same at the office of the K.M.C. for obtaining sanction of the same from the concerned department of K.M.C. The owners shall further put their signatures on the additional /revised plan, if any, and/or other applications and documents as would be required to be submitted at the office of the K.M.C. for the purpose of obtaining sanction of building plan from the office of the K.M.C. as per K.M.C. Building Rules.



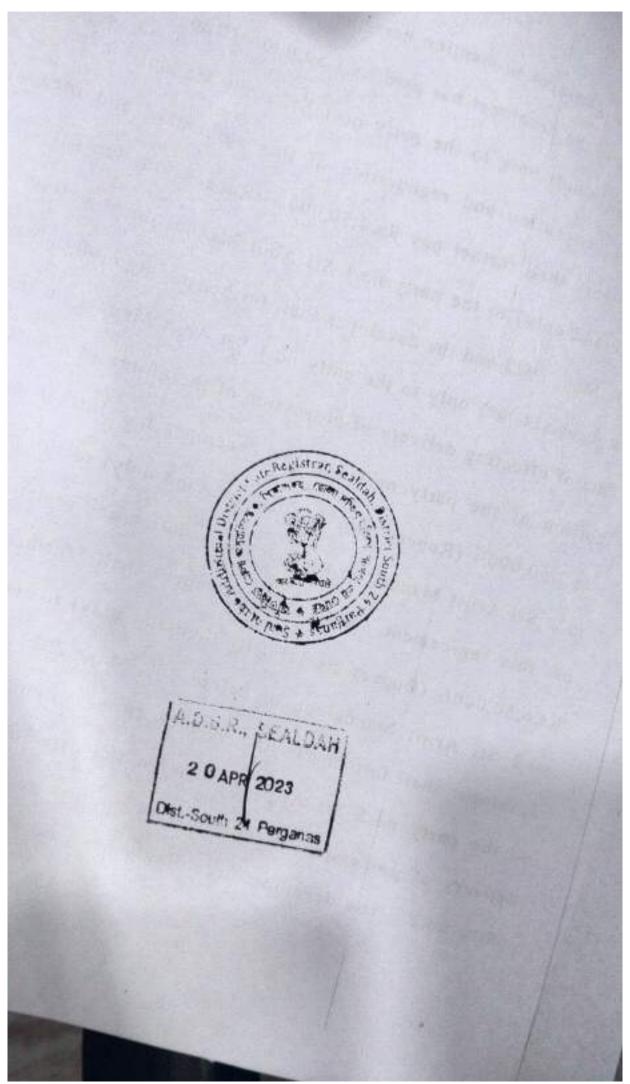
- and completed within a period of 18 months from the date of sanction of building plan from the office of the K.M.C. and owing to unavoidable circumstances on the part of the developer to complete the said proposed construction within the said time for completion of the construction, may be extended on mutual consent of the parties for another 6 (six) months which is the final period for raising and constructing the proposed building. After the completion of the construction of the developer shall deliver the allotted portion of the owners to the owners.
- 6. That the owner no.1 namely Sri Amit Mandal shall be allotted entire 1st floor consisting of two flats and one garage space measuring more or less 150 sq. ft. on the ground floor of the said proposed building and the owner no.2 namely Sri Arijit Mandal shall also be allotted entire 3rd floor consisting of two flats and one garage space measuring more or less 150 sq. ft. on the ground floor of the said proposed building. The allocation of the owners herein has been more particularly



detailed and specified in Schedule-B hereunder written and the rest portion of the constructed area of the said proposed building i.e. entire 2nd floor, entire 4th floor and rest portion of the ground floor excepting two garage spaces of the owners shall be regarded to be the allotted portion of the developer. The developer shall be entitled to dispose of their allotted portions to any intending buyers for residential purpose only at their own sweet will and discretion by accepting the amount of consideration and for the said purpose the developer shall be entitled to enter into agreement for sale upon accepting the amount of earnest money and upon receipt of full amount of consideration, the developer shall be entitled to execute and register deed of sale in favour of such intending buyer/buyers under and by virtue of a registered power of attorney which the owners undertake to execute and register in favour of the developer with proportionate land share of the building. The allocation of the developer herein has been more particularly detailed and specified in Schedule "C" hereunder written.

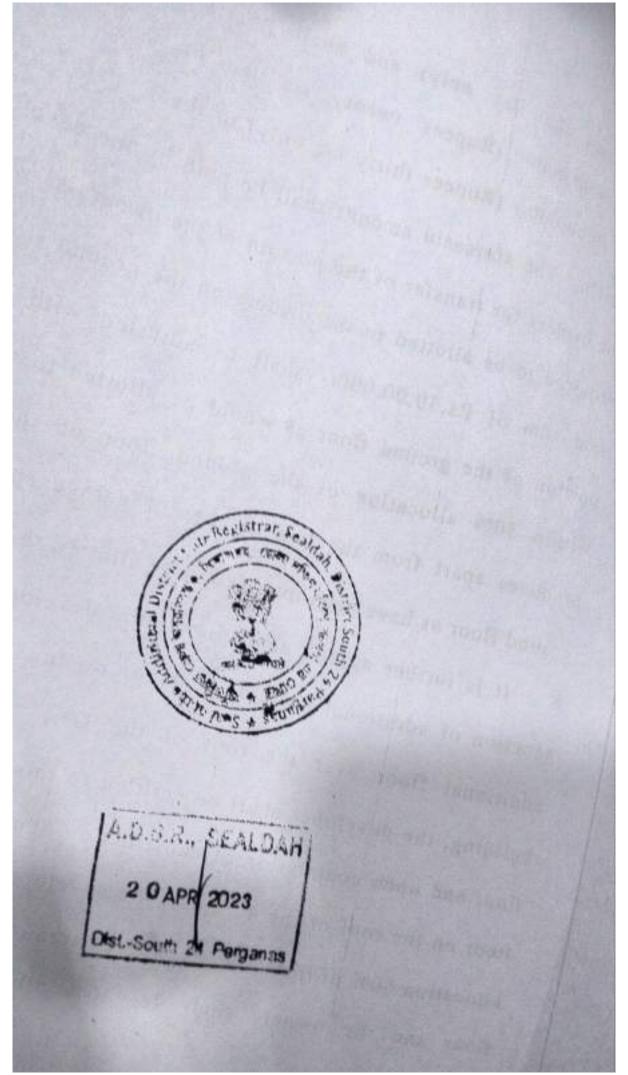


7. It is pertinent to mention here that apart from the owners' allocation, the developer has paid Rs.1,50,000/- (Rupees one lac fifty thousand) only to the party no.1 Sri Amit Mandal on the date of execution and registration of this agreement and the developer shall further pay Rs.4,50,000/- (Rupees four lac fifty thousand only) to the party no.1 Sri Amit Mandal on or before 30th May, 2023 and the developer shall further pay Rs.6,00,000/-(Rupees six lac) only to the party no.1 Sri Amit Mandal on the date of effecting delivery of possession of the aforesaid allotted portion of the party no.1 and the developer has further paid Rs.2.50.000/- (Rupees two lac fifty thousand only) to the party no.2 Sri Arijit Mandal on the date of execution and registration of this agreement, and the developer shall further pay Rs.6,50,000/- (Rupees six lac fifty thousand only) to the party no.2 Sri Arijit Mandal on or before 30th May, 2023 and the developer shall further pay Rs.9,00,000/- (Rupees nine lac) only to the party no.2 Sri. Arijit Mandal on the date of effecting delivery of possession of the afbresaid allotted portion of the party no.2. The developer accordingly has paid Rs.4,00,000/-



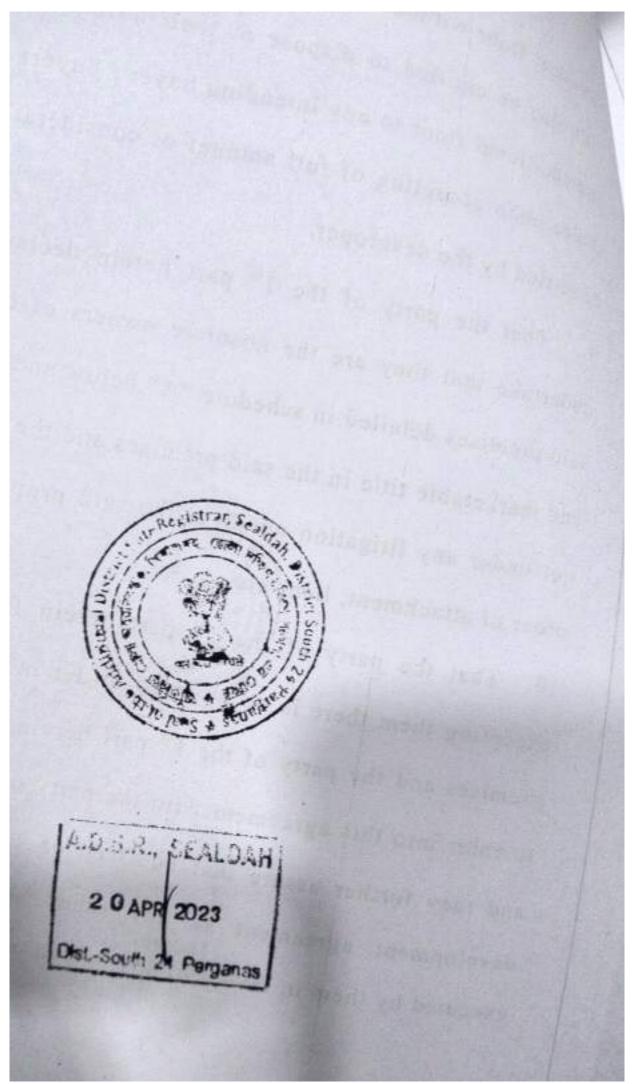
(Rupees four lac only) and shall pay balance amount of Rs.26,00,000/- (Rupees twenty six lac only) i.e. in total Rs.30,00,000/- (Rupees thirty lac only) to the lst part / owners herein. The aforesaid amount shall be paid by the developer to the owners for transfer of the portion of the owners as would be required to be allotted to the owners on the ground floor. The said sum of Rs.30,00,000/- shall be adjusted with the extra portion of the ground floor as would be allotted to the owners within 50% allocation of the ground floor of the aforesaid premises apart from the two number of garage spaces on the ground floor as have been intended to be allotted to the owners.

8. It is further agreed upon that if the developer can obtain sanction of additional building plan for raising construction of additional floor over the roof of the G+4 (five) storeyed building, the developer shall be entitled to raise such additional floor and upon completion of construction of the said additional floor on the roof of the 4th floor, the developer shall get in their allocation 60% of the total constructed area of the said additional floor and the owners shall get 40% allocation of the said

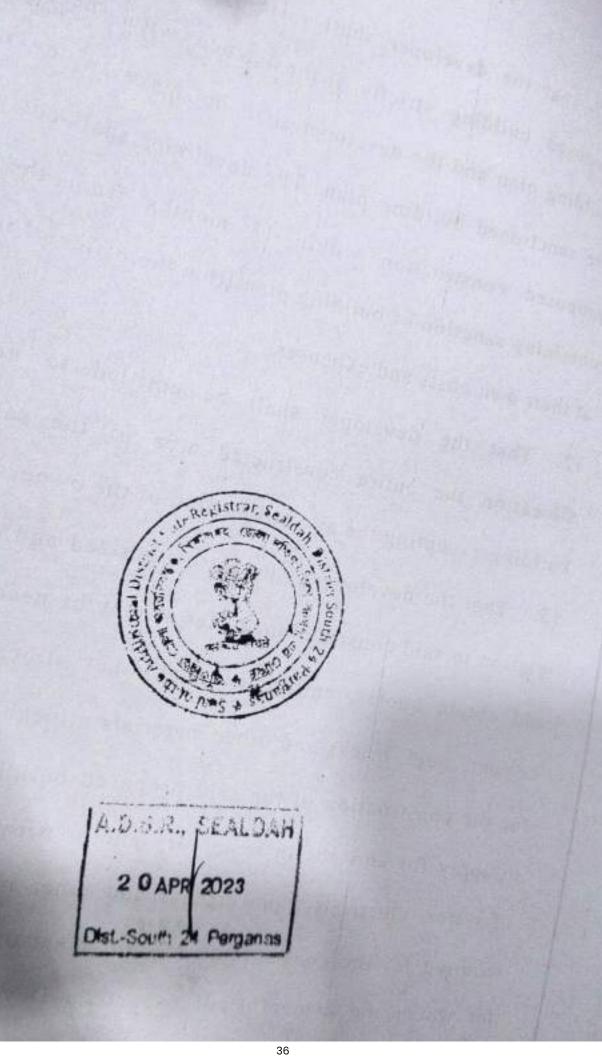


additional floor without raising any objection and the developer shall also be entitled to dispose of their 60% allocation of the said additional floor to any intending buyer / buyers at their own choice upon accepting of full amount of consideration as would be settled by the developer.

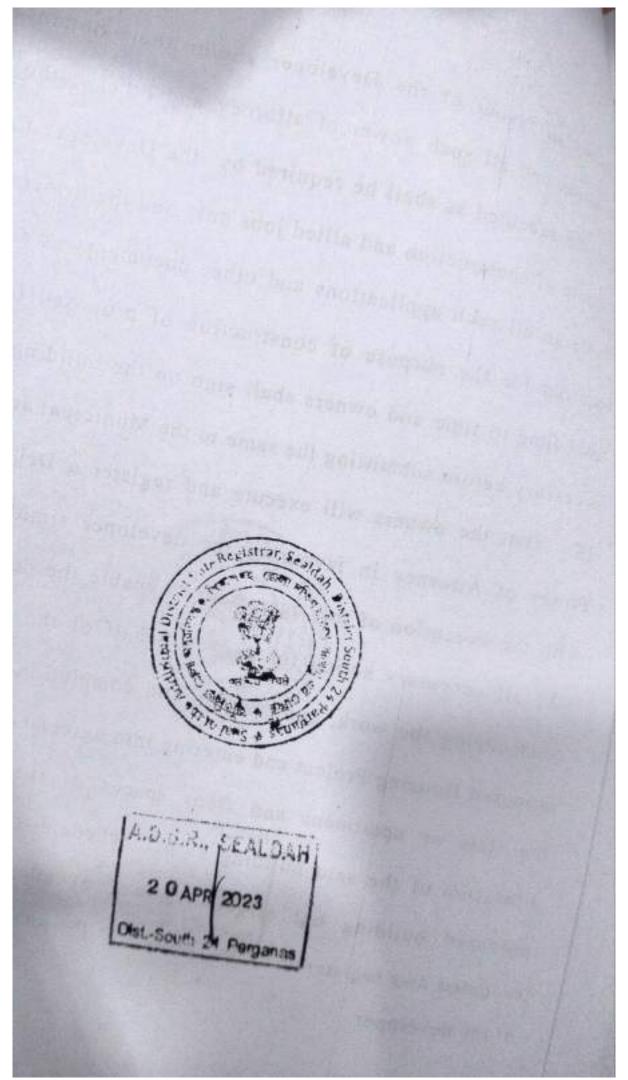
- 9. That the party of the 1" part herein declare, assure and undertake that they are the absolute owners of the land of the said premises detailed in schedule "A" below and they have good and marketable title in the said premises and the said premises is not under any litigation nor over the said property there is any order of attachment, liens etc.
- 10. That the party of the 1st part herein further assure that excepting them there is no other co-owner in respect of the said premises and the party of the 1st part herein are legally entitled to enter into this agreement with the party of the 2nd part herein and they further assure that no Deed of Transfer or any other development agreement or any other agreement have been executed by them in favour of any person or parties.



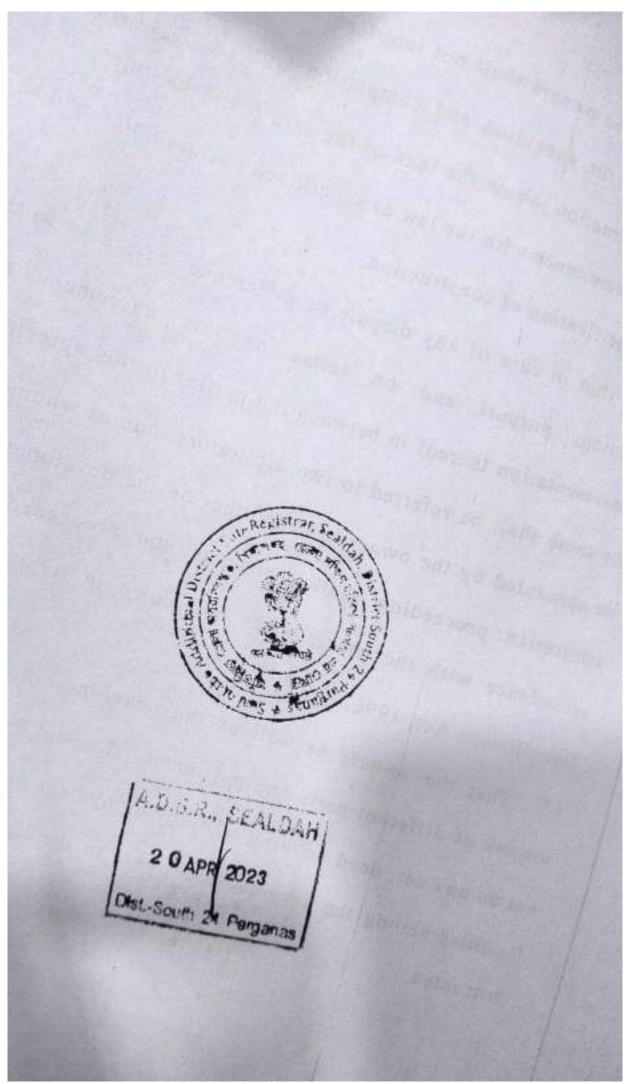
- 11. That the developer shall raise construction on the said proposed building strictly inconsistence with the sanctioned building plan and the developer shall not make any deviation to the sanctioned building plan. The developer shall complete the proposed construction within 18 months from the date of obtaining sanction of building plan from the office of the K.M.C. at their own costs and expenses.
- 12. That the developer shall be entitled to get in their allocation the entire constructed area of the said proposed building excepting the allotted portion of the owners.
- 13. That the developer is hereby authorized and empowered in relation to said construction, so far as may be necessary to apply and obtain quotas, entitlement and other allocation of or for cement, steel, bricks and other materials allocable to the owners for the construction of the said proposed building and similarly to apply for and obtain temporary and/or permanent connection of water, electricity, power, gas and other input and facilities required for the construction of enjoyment of the building plan for which the owners shall execute a Development power of



attorney in favour of the Developer and/or their nominee or nominees and all such power of attorney and other authorities shall be executed as shall be required by the Developer for the purpose of construction and allied jobs only and the owners shall also sign all such applications and other documents as shall be required for the purpose of construction of proposed building from time to time and owners shall sign on the building plan if necessary before submitting the same to the Municipal authority. 14. That the owners will execute and register a Development Power of Attorney in favour of the developer simultaneously with the execution of this agreement to enable the developer to take all necessary action for and on behalf of the owners for commencing the work, construction and completion of the said proposed Housing Project and entering into agreement for sale of the flats or apartment and floor spaces of the developer's allocation of the said building as per Schedule-'C' in the said proposed building but all such power of attorney shall be executed and registered by the owners at the cost and expenses of the developer.

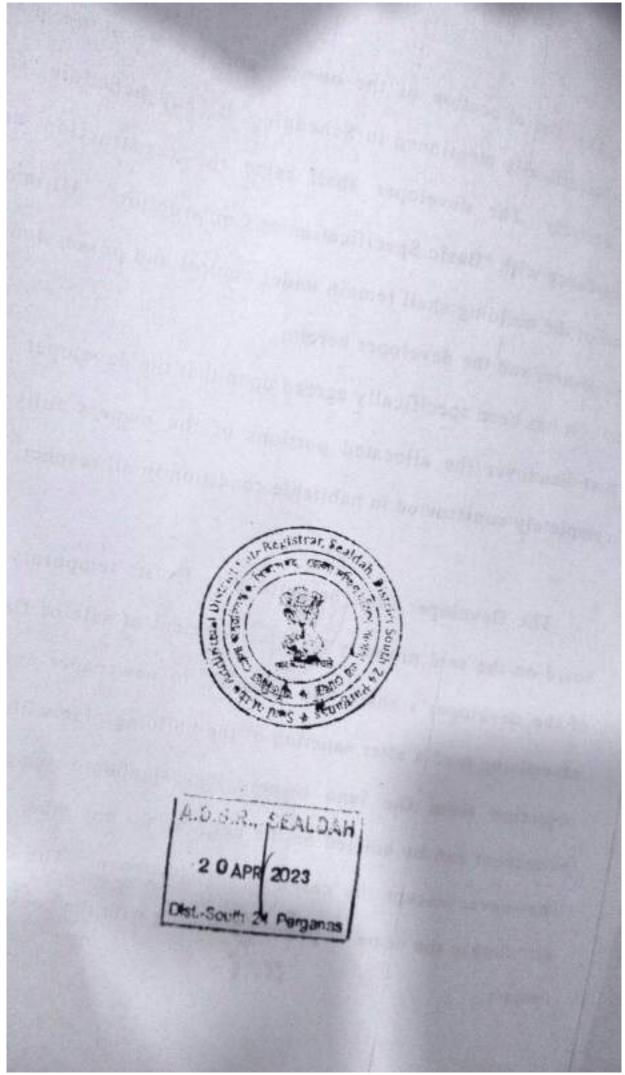


- 15. That the owners shall not interfere with or obstruct in any manner in the execution and completion work of development and construction job on the land of the said premises unless it is not in accordance with the law or sanctioned building plan and as per specification of construction.
- meaning, purport and on terms of this agreement and implementation thereof in between the parties to this agreement, the same shall be referred to two arbitrators, one of whom shall be appointed by the owner and the other by the developer. The arbitration proceeding shall commence and proceeded on in accordance with the provision as laid down in Arbitration & Conciliation Act, 1996.
- 17. That the owners as well as the developer or subsequent owners of different parts and portions of the said building shall not do any act, deed or thing whereby enjoyment of any common facilities among the several-flat owners in the building may be obstructed.

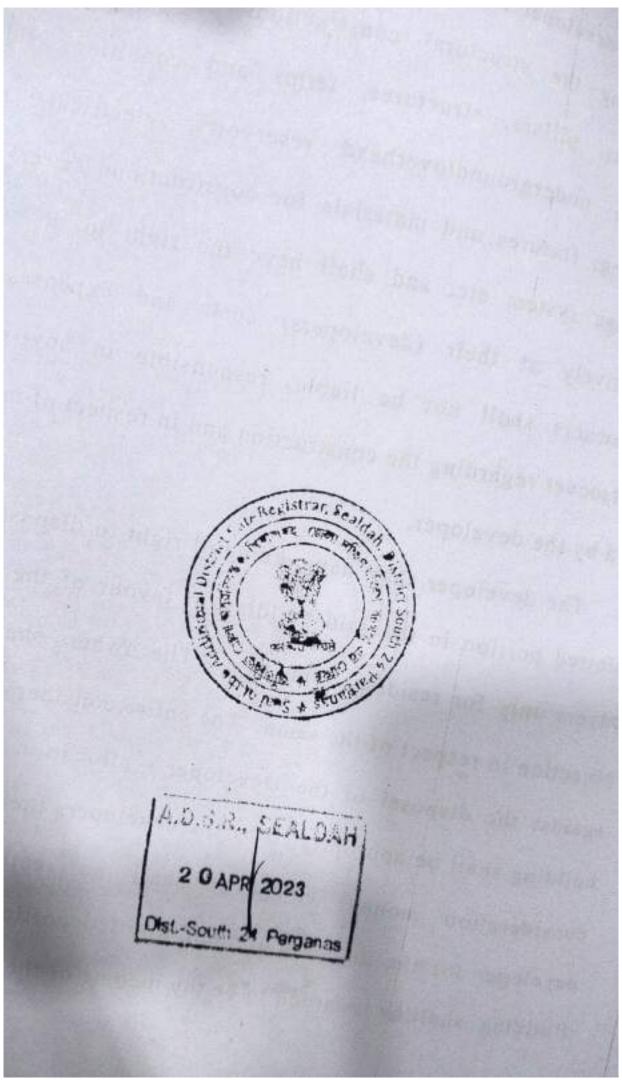


- 18. That the allocation of the owners and the developer has been specifically mentioned in Schedule-"B" and Schedule "C" respectively. The developer shall raise the construction ain accordance with "Basic Specification of Construction". Ultimate roof of the building shall remain under control and possession of the owners and the developer herein.
- 19. It has been specifically agreed upon that the developer shall first handover the allocated portions of the owners fully and completely constructed in habitable condition in all respect.

The Developer shall be entitled to fix its temporary sign-board on the said property for advertisement of sale of flat/flats of the developer's share and inserting in newspaper and other advertising media after sanction of the building plan without any objection from the land owners. No signboard temporary / permanent can be hoisted on the building for any other purposes whatsoever except the cases mentioned above. The developer will choose the name of the new building with the consent of the owners.

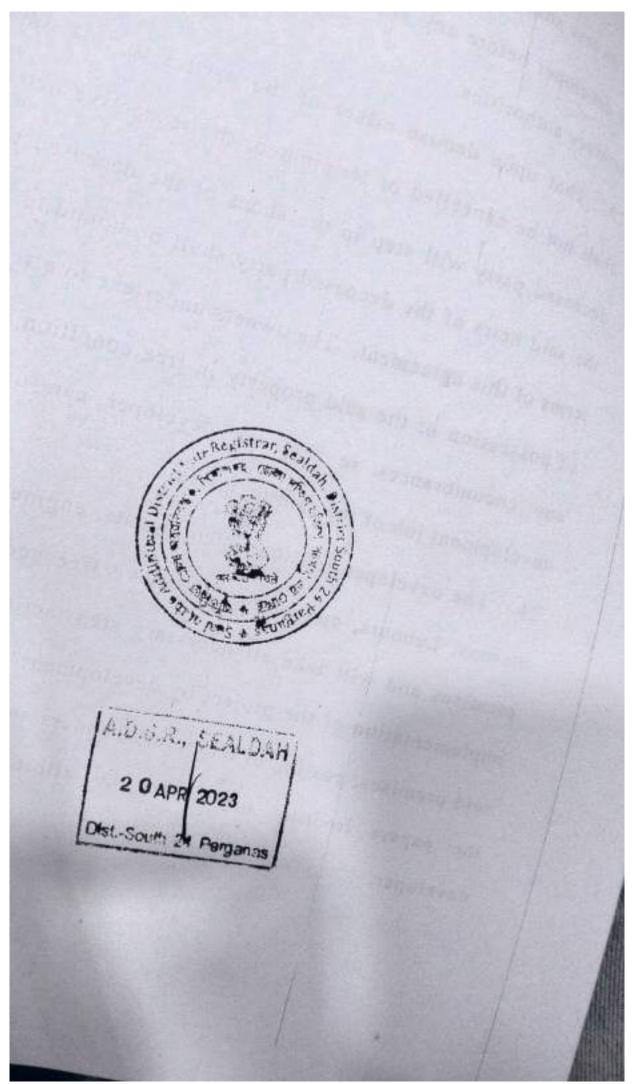


- 21. The developer absolutely shall appoint any Architects for supervising the structural constructions of the foundation. basements, pillars, structures, terms and conditions slabs, concrete underground/overhead reservoirs, electrical, land plumbing, fixtures and materials for constructions sewers and sewerage system etc. and shall have the right to do so but exclusively at their (developers) costs and expenses. The landowners shall not be liable, responsible in any manner whatsoever regarding the construction and in respect of materials used by the developer.
- 22. The developer shall have their full right to dispose of their allotted portion in the said building in favour of the intending buyers only for residential purpose. The owners shall have no objection in respect of the same. The entire consideration money against the disposal of the Developer's allocation of the said building shall be appropriated by the developers themselves. The consideration money whichever shall be realized by the developer for the disposal of their allotted portion of the said Building, shall be regarded to be the income of the developer and

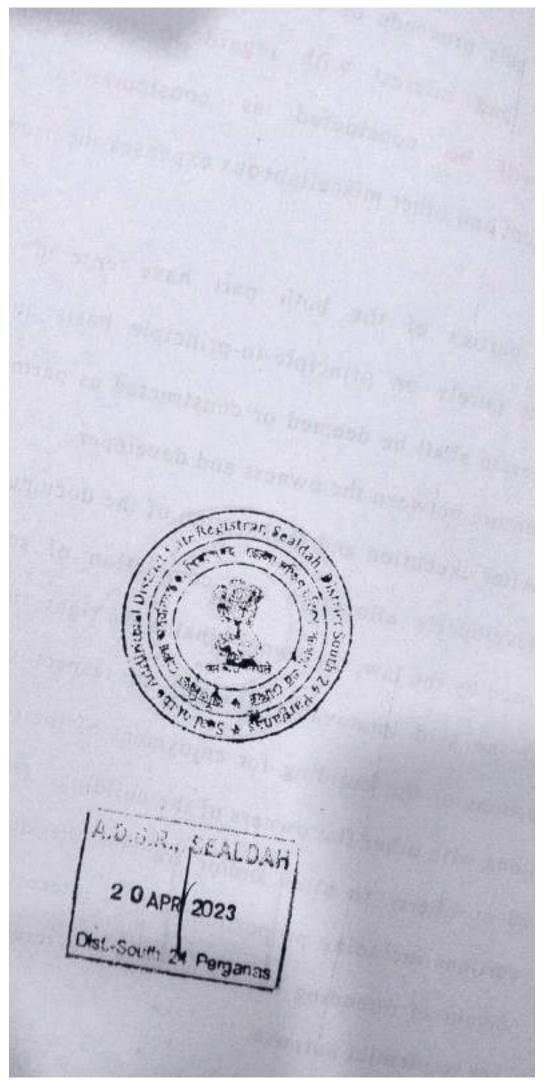


the owners shall not be accountable for such money received by the developer before any authority namely income tax and other statutory authorities.

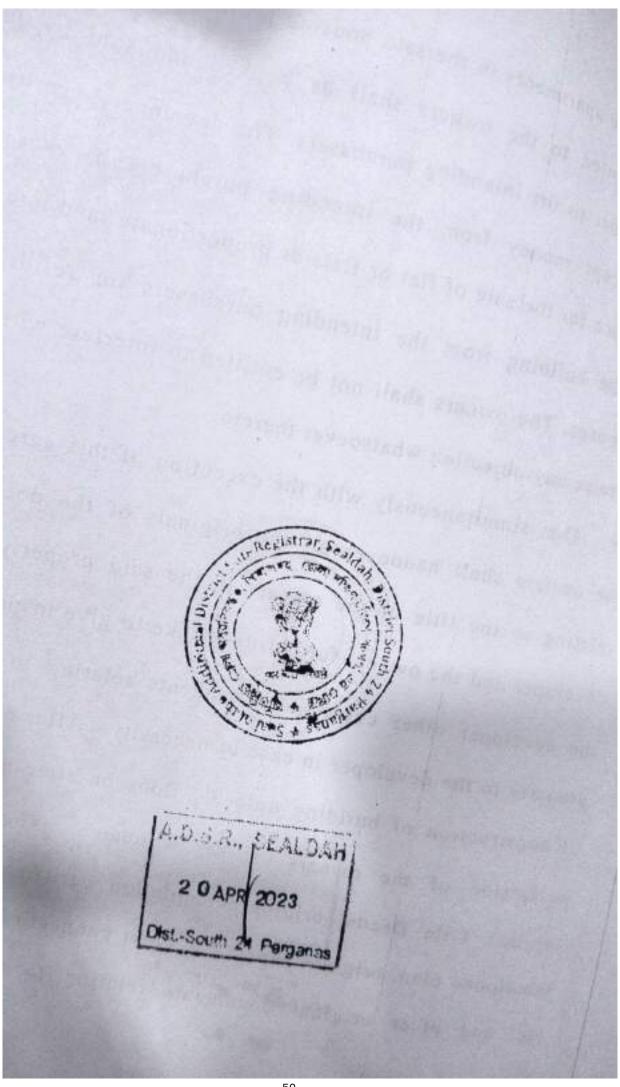
- 23. That upon demise either of the parties to this agreement shall not be cancelled or terminated, the respective heirs of the deceased party will step in the shoes of the deceased party and the said heirs of the deceased party shall be bound to fulfill the terms of this agreement. The owners undertake to effect delivery of possession of the said property in free condition and without any encumbrances so that the developer can undertake the development job of the said premises.
- The developer and their men, agents, engineers, architects, masons, Labours, contractors will have free access at the said premises and will take all necessary steps/action necessary for implementation of the project by development of the land of the said premises, posting of temporary banners and advertisement in the papers inviting butters of the allotted portion of the developer.



- 25. That the sale proceeds of the developer's allocation and proportionate land interest with regard to the developer's allocation will be considered as consideration of the flats/apartment and other miscellaneous expenses incurred by the developer.
- 26. The parties of the both part have entered into this agreement purely on principle-to-principle basis and nothing stated herein shall be deemed or constructed as partnership or a joint venture between the owners and developer.
- 27. After execution and registration of the document in respect of Developer's allocation and completion of scheme as are required by the law, the owners shall have right, title and interest into the said immovable property in respect of the common portions of the building for enjoyment of their allotted portion along with other flat owners of the building. The developer shall be at liberty to allot and/or transfer the developer's allotted portions including proportions. And interest of the building in favour of intending buyers without any reference to the owners for residential purpose.

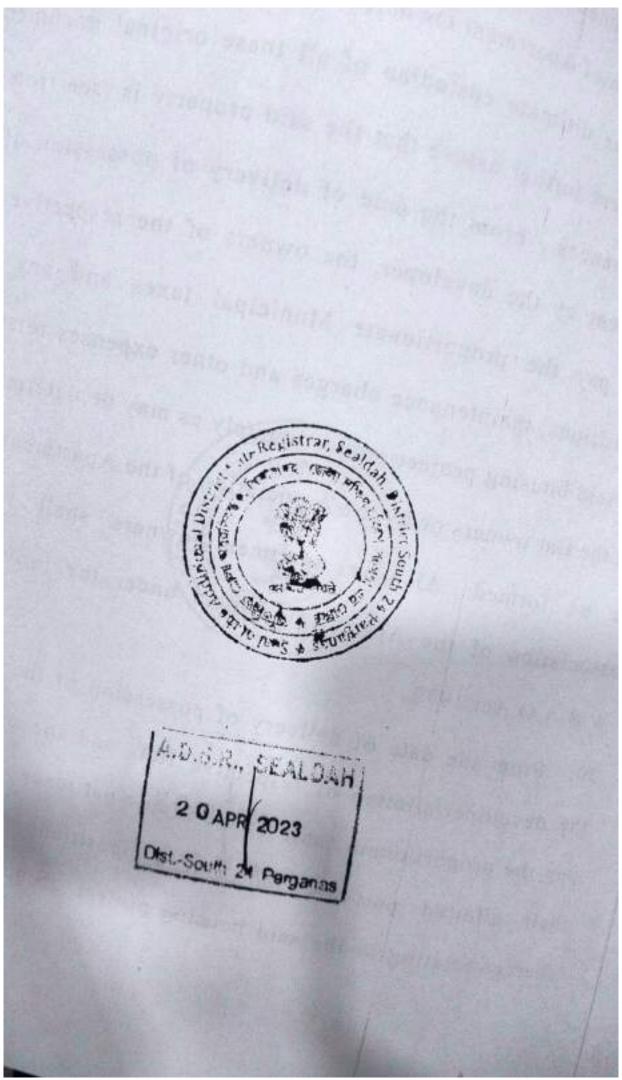


- 28. The apartments in the said housing project excepting those are allotted to the owners shall be booked and sold by the developer to the intending purchasers. The developer is entitled to accept money from the intending purchasers by way of advance for the sale of flat or flats or proportionate land interest of the building from the intending purchasers for residential purposes. The owners shall not be entitled to interfere with and to raise any objection whatsoever thereto.
- the owners shall handover all the originals of the documents relating to the title of the owners in the said property to the developer and the owners further undertake to give inspection to the developer other copies of documents relating to the said property to the developer in case of necessity. After completion of construction of building upto 3rd floor or after delivery of possession of the owners' share, whichever is earlier, the original Fittle Deeds, original completion certificate, original sanctioned plan, original papers for water connection, electricity etc. and other original tocuments, relating to the Land &



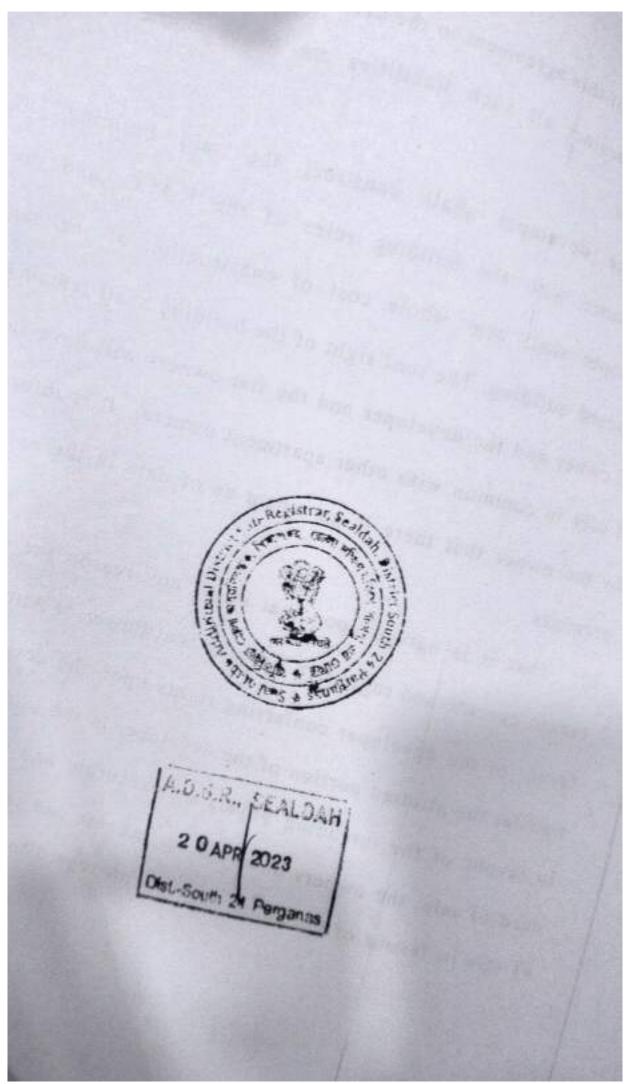
Building will be handed over to one of the owners who will keep those documents in their safe custody till formation of Association of Apartment Owners with the help of developer who will be the ultimate custodian of all these original documents. The owners further assure that the said property is free from all encumbrances. From the date of delivery of possession of the apartment by the developer, the owners of the respective flats shall pay the proportionate Municipal taxes and any other impositions, maintenance charges and other expenses relating to the said housing project proportionately as may be determined by all the flat owners or by the Association of the Apartment owners to be formed. All the apartment owners shall form the association of the Apartment owners under the provisions of W.B.A.O.Act 1972.

30. From the date of delivery of possession of the apartment, the developer/allottee of respective flats and the owners shall pay the proportionate share of the Municipal taxes in respect of their allotted portions and other impositions, maintenance charges relating to the said housing project. Since the date of



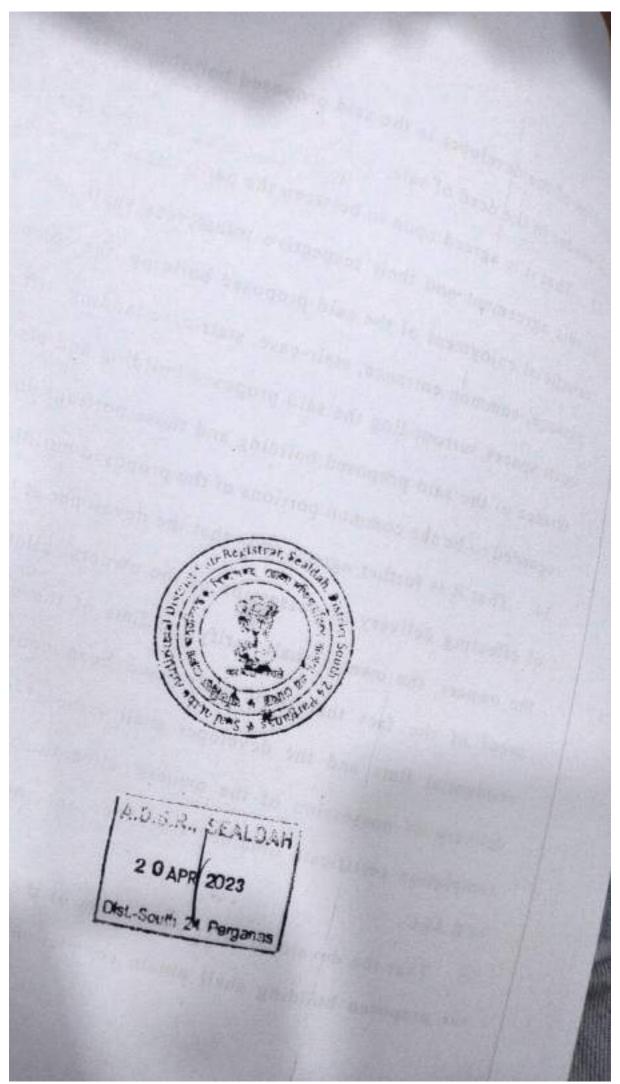
execution of this agreement to the date of completion of the said housing project all such liabilities are to be borne by the developer.

- 31. The developer shall construct the said building in accordance with the building rules of the K.M.C. and the developer shall bear whole cost of construction of the said proposed building. The roof right of the building shall remain to the owner and the developer and the flat owners will have right of user in common with other apartment owners. It is informed by the owner that there is no tenant as of date in the existing premises.
- 32. That it is agreed upon that if for any reason the owners cannot execute and register a Development Power of Attorney in favour of the developer conferring rights upon the developer to transfer the allotted portion of the developer in the said building in favour of the intending buyers by executing and registering deed of sale, the owners undertake to execute and register deed of sale in favour of intending buyers with regard to the allotted



portion of the developer in the said proposed building by joining as vendor in the deed of sale.

- 33. That it is agreed upon in between the parties that the parties to this agreement and their respective transferees shall use for beneficial enjoyment of the said proposed building, the common passage, common entrance, stair-case, stair-case landing, lift and open spaces surrounding the said proposed building and also the terrace of the said proposed building and those portions shall be regarded to be the common portions of the proposed building.
- 34. That it is further agreed upon that the developer at the time of effecting delivery of possession of the owners' allocation to the owners, the owners shall verify the flats of the owners for proof of the fact that those flats have been constructed as residential flats and the developer shall issue at the time of delivery of possession of the owners' allocation one copy of completion certificate obtained from the concerned department of K.M.C.
- 35. That the developer after completion of the construction of the proposed building shall obtain completion certificate from



the concerned department of Kolkata Municipal Corporation at their own cost and expenses and shall handover the photocopy of the said completion certificate to the owners herein.

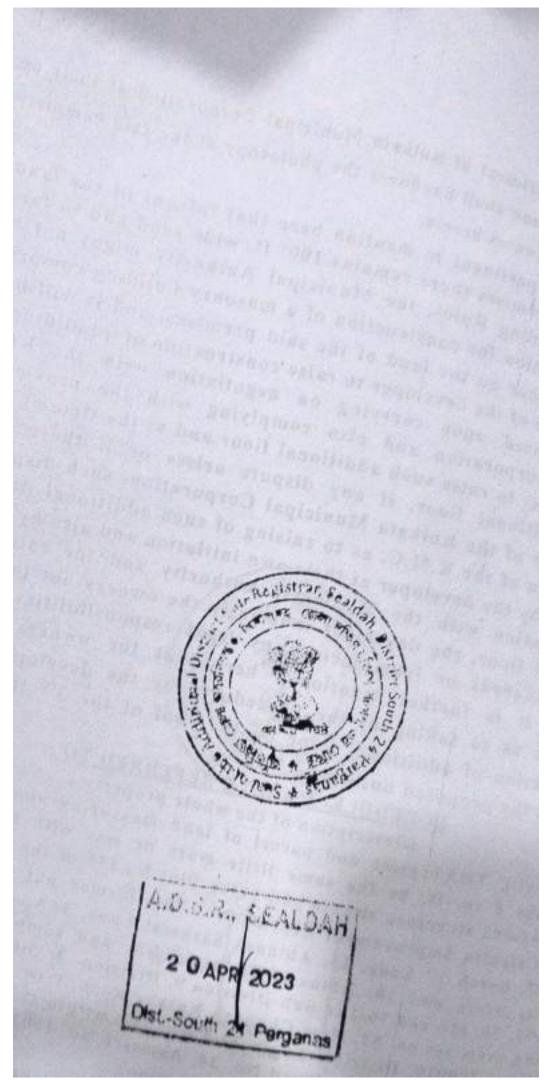
That it is pertinent to mention here that infront of the land of the aforesaid premises there remains 100° ft, wide road and so far the Municipal Building Rules, the Municipal Authority might not have given any sanction for construction of a masonry building comprising of 4th or 5th floor on the land of the said premises, and it will be the sole discretion of the developer to raise construction of a building over the G+4 storied upon carrying on negotiation with the Kolkata Municipal Corporation and also complying with the provision of Municipal Act to raise such additional floor and at the time of raising of sub additional floor, if any dispute arises or if there be any intervention of the Kolkata Municipal Corporation, such dispute and intervention of the K.M.C. as to raising of such additional floor shall be settled by the developer at their own initiation and also by carrying on negotiation with the Municipal Authority and for raising such additional floor, the developer indemnify the owners not to face any sort of hazards or from facing any legal responsibilities. In this context, it is further mentioned here that the owners shall not interfere as to taking of the procedures by the developer to raise construction of additional floor on the roof of the 3rd floor and 4th floor of the proposed building.

SCHEDULE"A" ABOVE REFERRED TO:

(Description of the whole property)

ALL THAT piece and parcel of land measuring about 5 cottahs 6 chittaks 8 sq. ft. be the same little more or less with two storied old dilapidated structure situate and being Plot No.155 of the Surplus land of the Calcutta Improvement Scheme No.IVM, formed out of Old premises no.27, Surah 1" Lane, 15, Abinash Sashmal Lane, 16A, Abinash Sashmal Lane, Drain and 18, Abinash Sashmal Lane and comprised in Holding No.74, 75, 116 and 76/2 in Sub-Division 9, Division-3, Dihi Panchannogram being premises no. 87, Hem Chandra Naskar Road, P.O. & P.S. Beliaghata, Kolkata-700010, District-South Mandra Naskar Road, P.O. & P.S. Beliaghata, Municipal Corporation, Ward No. 34, Assessee No. 110341200416, which is butted and bounded in the manner following:

On the North : By 100 ft. wide Hem Ch. Naskar Road;



On the South :

By Abinash Sashmal Lane

On the East : By premises no. 83, Hem Ch. Naskar Road,

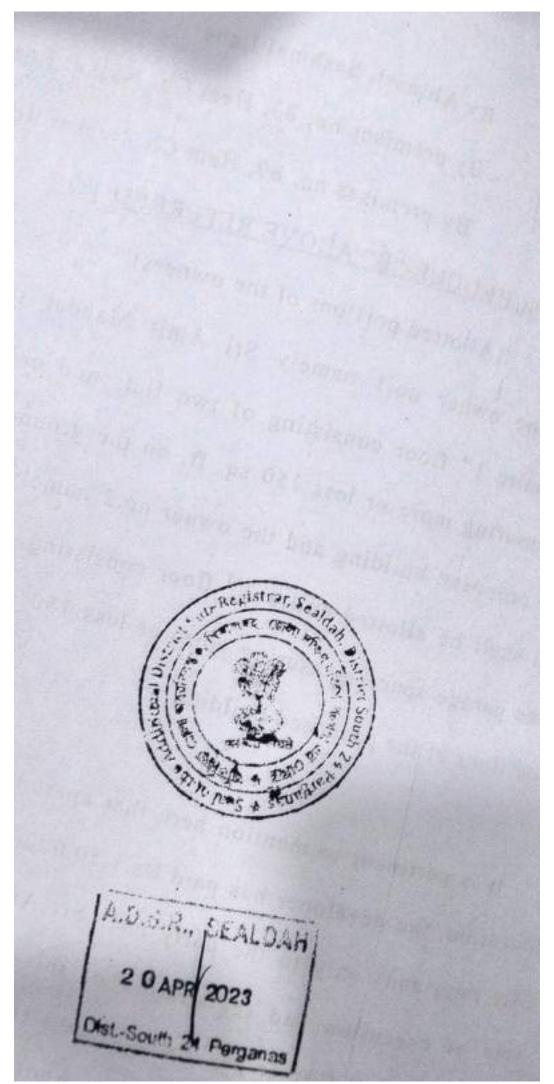
On the West | By premises no. 89, Hem Ch. Naskar Road

SCHEDULE-"B" ABOVE REFERRED TO :

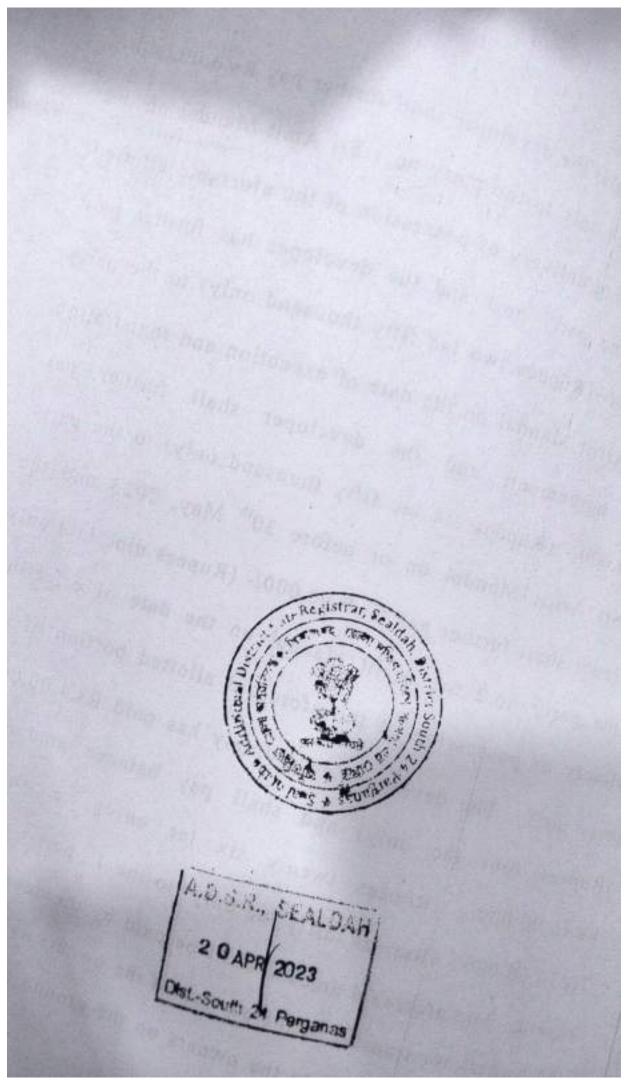
(Allotted portions of the owners)

The the owner no.1 namely Sri Amit Mandal shall be allotted entire 1" floor consisting of two flats and one garage space measuring more or less 150 sq. ft. on the ground floor of the said proposed building and the owner no.2 namely Sri Arijit Mandal shall be allotted entire 3°4 floor consisting of two flats and one garage space measuring more or less 150 sq. ft. on the ground floor of the proposed building.

It is pertinent to mention here that apart from the owners' allocation, the developer has paid Rs.1,50,000/- (Rupees one lac fifty thousand) only to the party no.1 Sri Amit Mandal on the date of execution and registration of this agreement and the developer shall further pay Rs.4,50,000/- (Rupees four lac fifty thousand only) to the party no.1 Sri Amit Mandal on or before

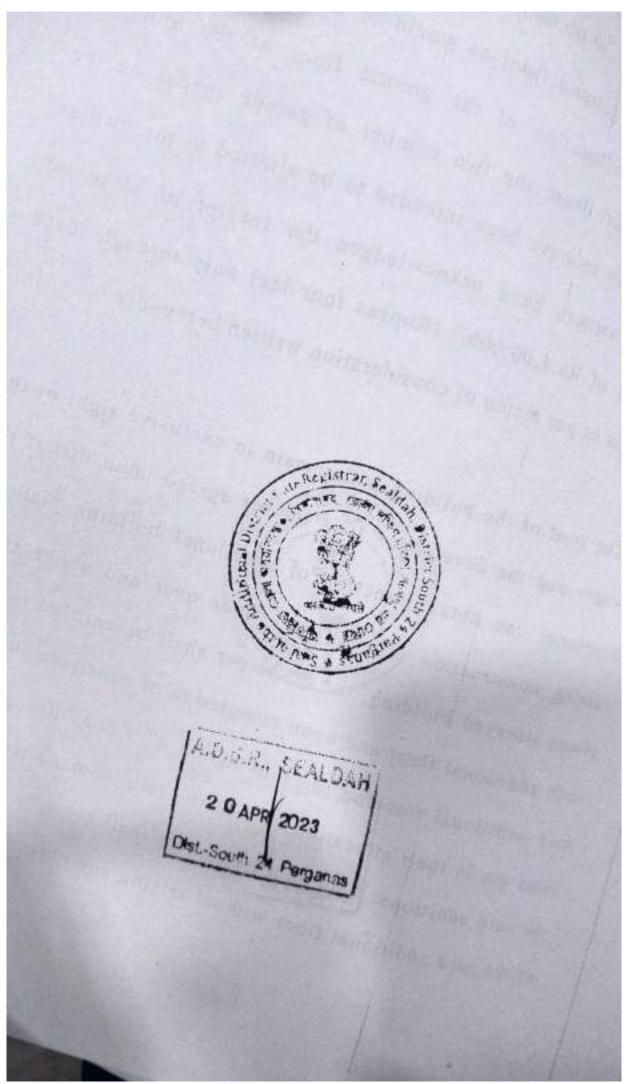


30th May, 2023 and the developer shall further pay Rs.6,00,000/-(Rupees six lac) only to the party no.1 Sri Amit Mandal on the date of effecting delivery of possession of the aforesaid allotted portion of the party no.1 and the developer has further paid Rs.2,50,000/- (Rupees two lac fifty thousand only) to the party no.2 Sri Arijit Mandal on the date of execution and registration of this agreement, and the developer shall further pay Rs.6,50,000/- (Rupees six lac fifty thousand only) to the party no 2 Sri Arijit Mandal on or before 30th May, 2023 and the developer shall further pay Rs.9,00,000/- (Rupees nine lac) only to the party no.2 Sri Arijit Mandal on the date of effecting delivery of possession of the aforesaid allotted portion of the party no.2. The developer accordingly has paid Rs.4,00,000/-(Rupees four lac only) and shall pay balance amount of Rs.26.00.000/- (Rupees twenty six lac only) i.e. in total Rs.30,00,000/- (Rupees thirty lac only) to the 1st part / owners herein. The aforesaid amount shall be paid by the developer to the owners for transfer of the portion of the owners as would be required to be allotted to the owners on the ground floor. The



portion of the ground floor as would be allotted to the owners within 50% allocation of the ground floor of the aforesaid premises apart from the two number of garage spaces on the ground floor as have been intended to be allotted to the owners and the owners have acknowledged the receipt of aforesaid payment of Rs.4,00,000/- (Rupees four lac) only through these presents as per memo of consideration written hereunder.

The roof of the building will remain in exclusive right of the owners and the developer. It is further agreed upon that if the developer can obtain sanction of additional building plan for raising construction of additional floor over and above the 5 (five) storeyed building, the developer shall be entitled to raise such additional floor and upon completion of construction of the said additional floor on the roof of the 4th floor, the developer shall get in their allocation 60% of the total constructed area of the said additional floor and the owners shall get 40% allocation of the said additional floor without raising any objection and the



developer shall also be entitled to dispose of their 60% allocation of the said additional floor to any intending buyer / buyers at their choice.

SCHEDULE-"C" ABOVE REFERRED TO:

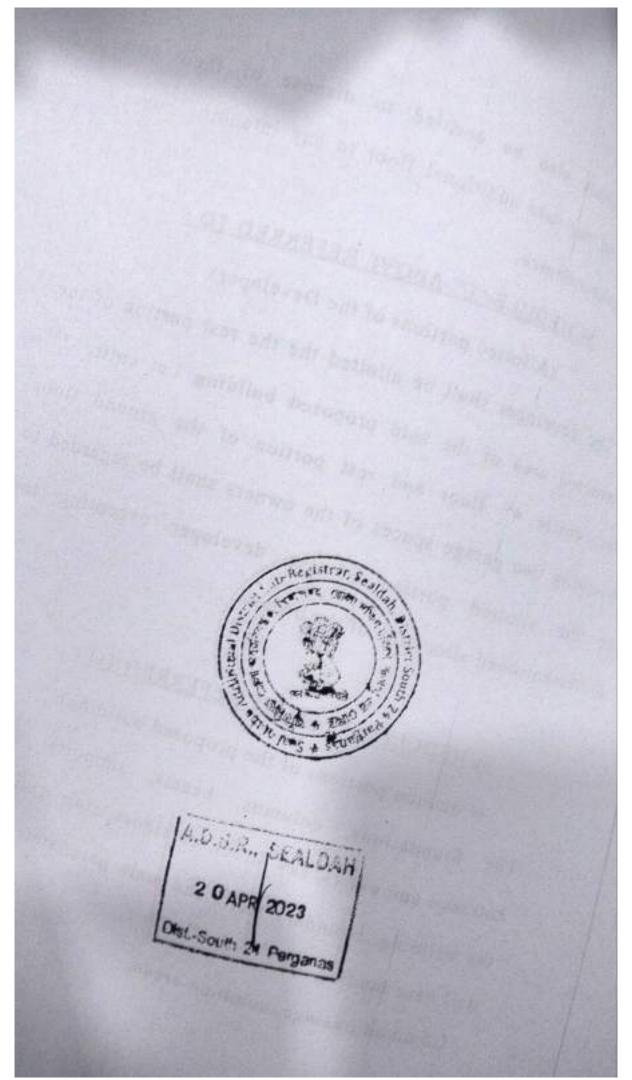
(Allotted portions of the Developer)

The developer shall be allotted the the rest portion of the constructed area of the said proposed building i.e. entire 2nd floor, entire 4th floor and rest portion of the ground floor excepting two garage spaces of the owners shall be regarded to be the allotted portion of the developer excepting the aforementioned allocation of the owners.

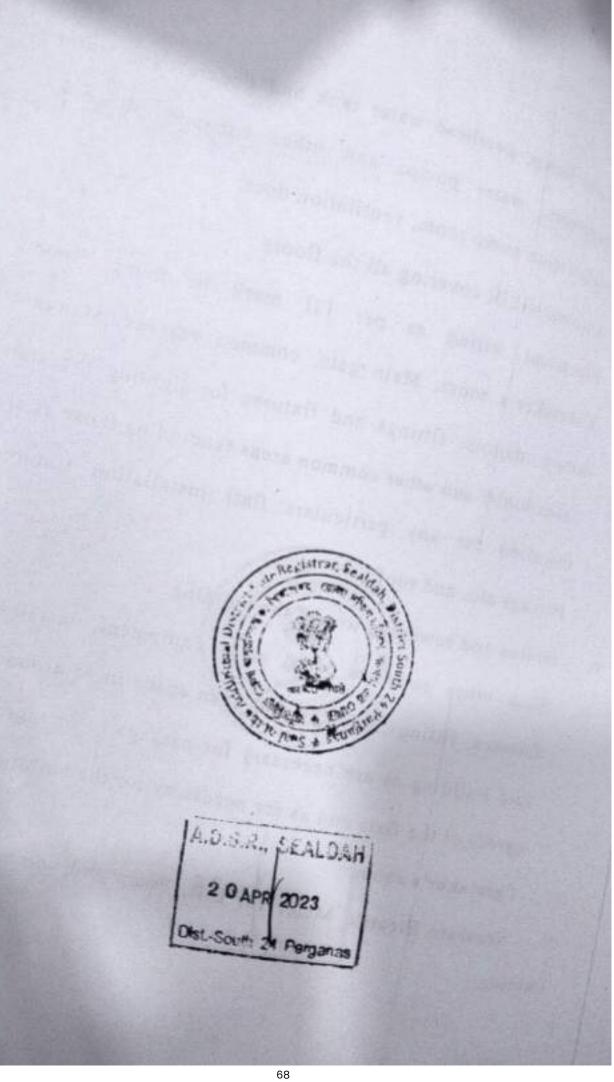
SCHEDULE-"D" ABOVE REFERRED TO:

(Common portions of the proposed building)

- 1. The foundations, columns, beams, supports, girders, entrance and exists, sky street, corridors, stair, staircase of the building, boundary walls and main gate, stair case and stair case landing.
- Common passage, common areas.

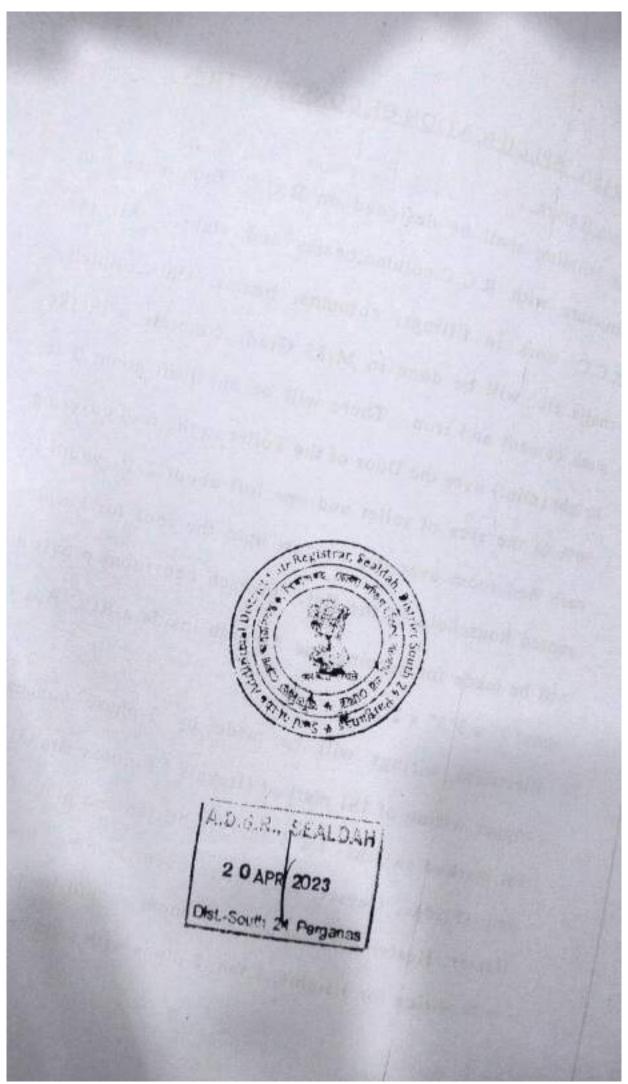


- Water pump, overhead water tank and underground water reservoirs, water pumps and other common plumbing installation pump room, ventilation duct.
- 4. Automatic Lift covering all the floors.
- 5. Electrical wiring as per ISI mark in Pump Room, Caretaker's room, Main gate, common passage, staircase lobby, motors, fittings and fixtures for lighting the stair cases lobby and other common areas (excluding those as are installed for any particulars flat) installation fixtures, fittings etc. and roof.
- 6. Drains and sewerage line of the building.
- 7. Such other common parts, areas equipment, installation fixtures, fittings, covered and open space in or around the said building as are necessary for passage to or ingress or egress of the flats and as are necessary for the building.
- 8. Caretaker's room.
- 9. Separate Electric Meter for Lift, Pump and common area lighting.

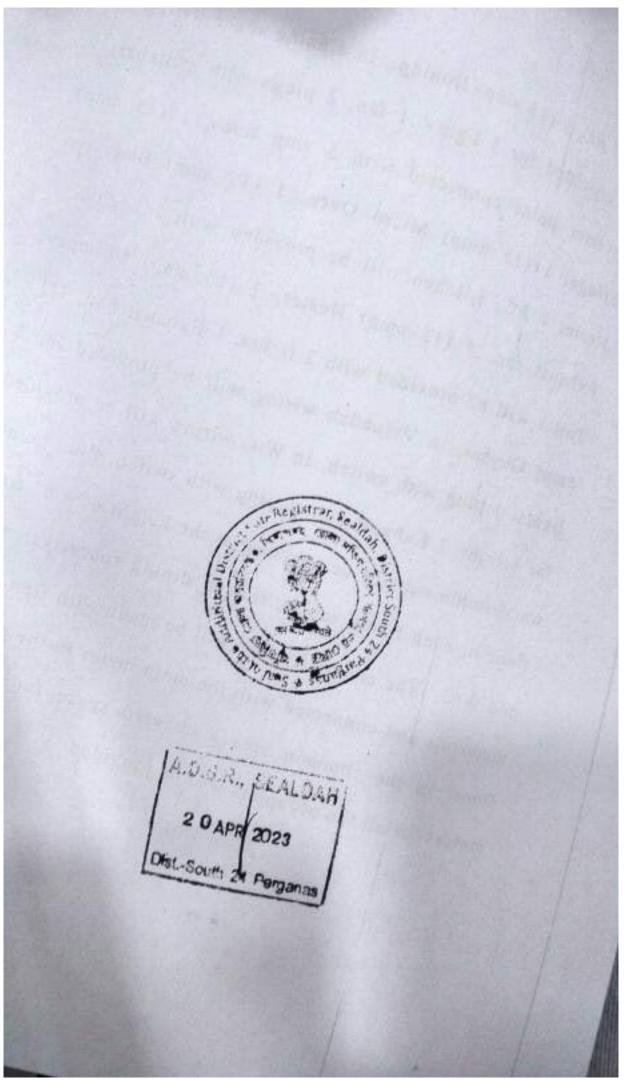


BASIC SPECIFICATION OF CONSTRUCTION:

- a) Main feature :
- Structure with R.C.C.column, beams and slabs. All the R.C.C. work in fittings, columns, beams, slabs, lintels, chajja etc. will be done in M-25 Grade concrete with ISI mark cement and iron. There will be one Loft about 2 ft. height (min.) over the Door of the Toilet to the roof covering 50% of the area of toilet and one loft about 2 ft. width in each Bed room over the window upto the roof for keeping unused household of the flat. In each bed room provision will be made for keeping one Almirah inside a RCC Box of about 7' x 3'5" x 2'2".
- 2) Electrical wirings will be made by 3-phase concealed copper wiring of ISI marked (Havels / Finolex Brand) and ISI marked switches for 5 amp (light, fan and plug) for 15 amp (Fridge, Geyser, AC, Micro-oven, Ironing, Emersion Heater, Heater etc.). Each bed room should be provided with wiring for 3 lights, 1 fan, 2 plugs with switches, 1 (15)



amp) AC, 1 (15 amp) Ironing. In dinning space wiring will be provided for 3 lights, 1 fan, 2 plugs with switches, 1 Inverter point connected with 5 amp lines, 1 (15 amp) Fridge, 1 (15 amp) Micro Oven, 1 (15 amp) Emersion Heater / AC, Kitchen will be provided with 2 Lights, 1 Exhaust fan, 1 (15 amp) Heater, 1 (15 amp) Chimney, Toilet will be provided with 2 lights, 1 Exhaust Fan, 1(15 amp) Geyser, in Verandah wiring will be provided for 2 lights, I plug with switch, In W/C wiring will be provided for I light, I Exhaust Fan, I plug with switch, Plug points on switchboard will be provided at the height of 4'6" from floor in each living rooms, toilets, dining space, verandah and W/C. The electricity line will be made with first class materials and connected with the main meter in the ground floor. In the common area a covered space for electric meters for all the occupiers will be provided.

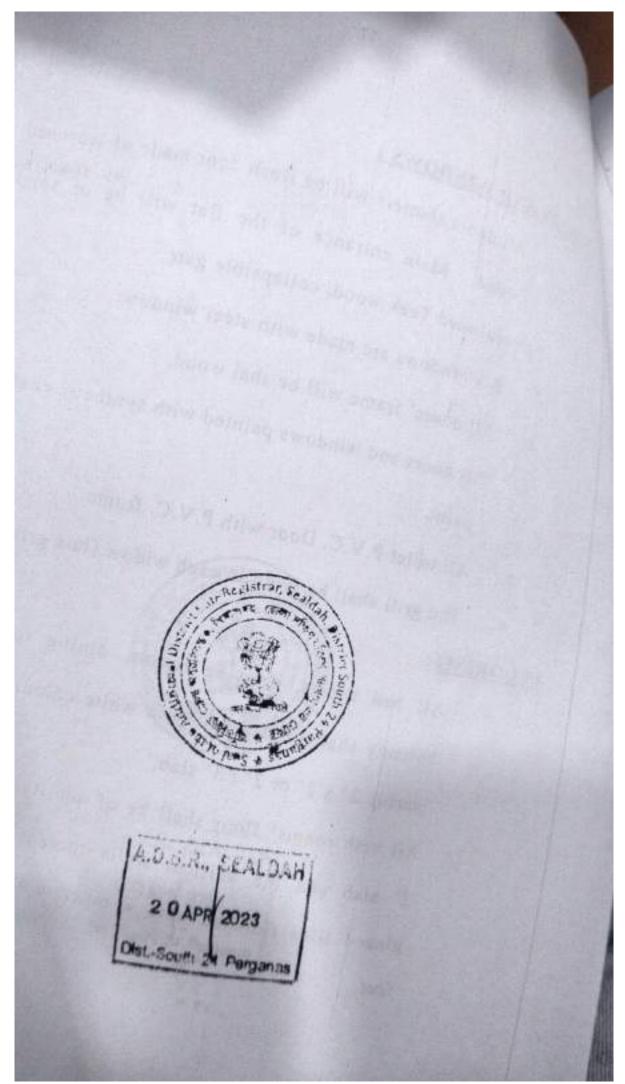


FLOORS AND WINDOWS:

- All doors shutters will be flush door made of seasoned wood. Main entrance of the flat will be of solid seasoned Teak wood, collapsible gate.
- All windows are made with steel window.
- All doors' frame will be shal wood.
- All doors and windows painted with synthetic enamel paint.
 - 5. All toilet P.V.C. Door with P.V.C. frame.
 - The grill shall be fixed in each widow.(box grill)

FLOORING:

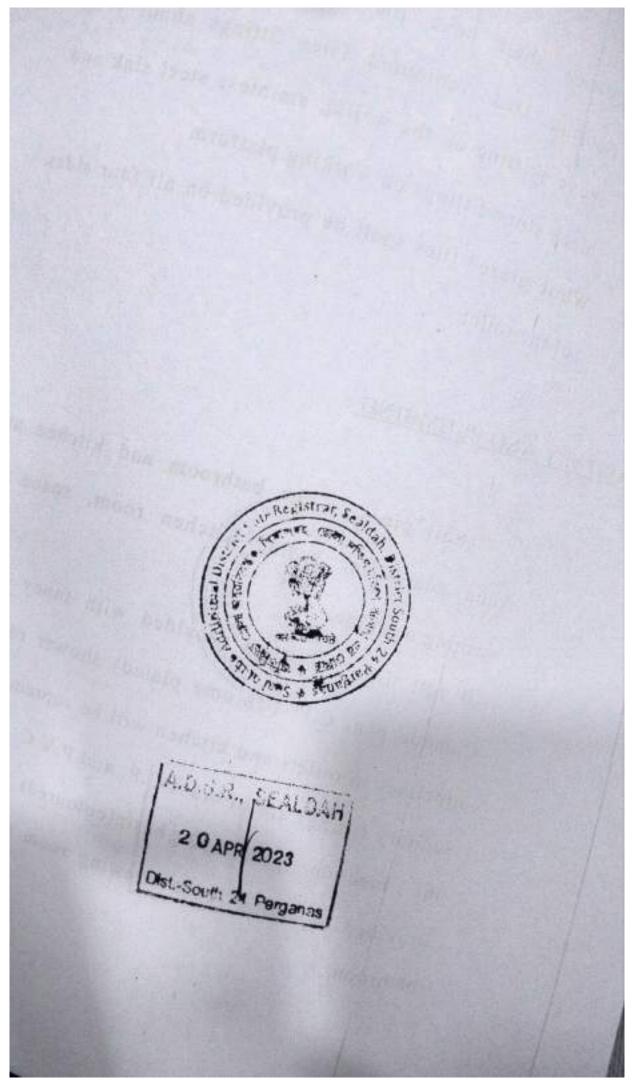
- 1. All bed rooms, drawing rooms, dining rooms and balcony shall be finished with white coloured quality marble 2' x 2' or 2' / 3' slab.
- All bath rooms' floor shall be of quality marble 2' x
 slab and the vertical walls thereof shall be of glazed tiles finished upto a maximum height of 7' feet.



- 3. Kitchen shall have the coloured marble stone flooring. Dado (coloured Tiles fittings about 7 ft. above skirting on the walls), stainless steel sink and black stone fittings on working platform
- 4. White glazed tiles shall be provided on all four sides of the toilet.

SANITARY AND PLUMBING:

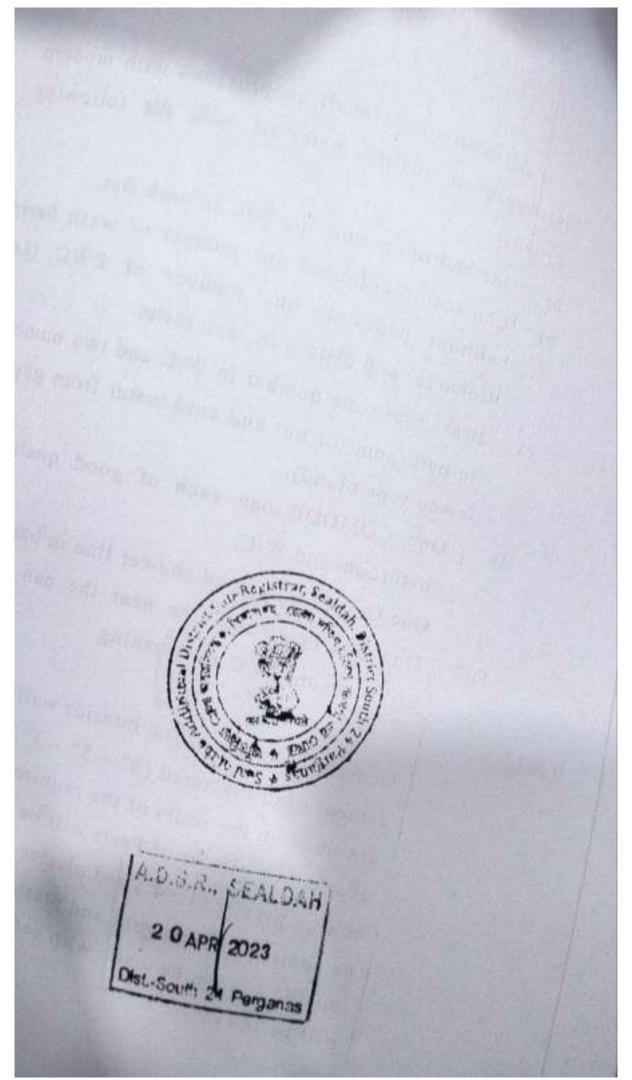
- 1. Soil pipes in the bathroom and kitchen and
 Aqua guard line beside Kitchen room, space for
 washing machine.
- 2. All full toilets will be provided with fancy typed Comode pan, C.P. (Chrome plated) shower rose, all pipelines in toilets and kitchen will be supreme pipes, sanitary fittings are of brass C.P. and P.V.C. finished, the medium porcelain basin(coloured) will be provided in dining- cum- drawing room adjacent to bathroom.



- 3. All bath rooms shall be provided with modern ISI approved quality materials with the following fittings:
 - a) One bathroom and one W/C in each flat.
 - b) Choiceable coloured one number of wash basin without pedestal, one number of EWC (i.e. Comode) and cistern in each toilet.
- c) Brass taps (one number in W/C and two numbers in bathroom for hot and cold water from geyser, essco type brand).
 - d) One COMODE pan each of good quality in bathroom and W/C.
- e) One Geyser line, hand shower line in bathroom.
 - One low down tap line near the pan in each bathroom and W/C for washing.

WALLS:

General finishing of the interior walls shall be cement sand Plastered (8" - 5" - 3") will be provided on the walls of the required thickness over which plaster of Paris will be applied, the ceiling plaster (1:4) and plaster of paris will be applied. Brick work and plastering of outside and inside walls with cement mortar will be in (1:6).



MEMO OF CONSIDERATION

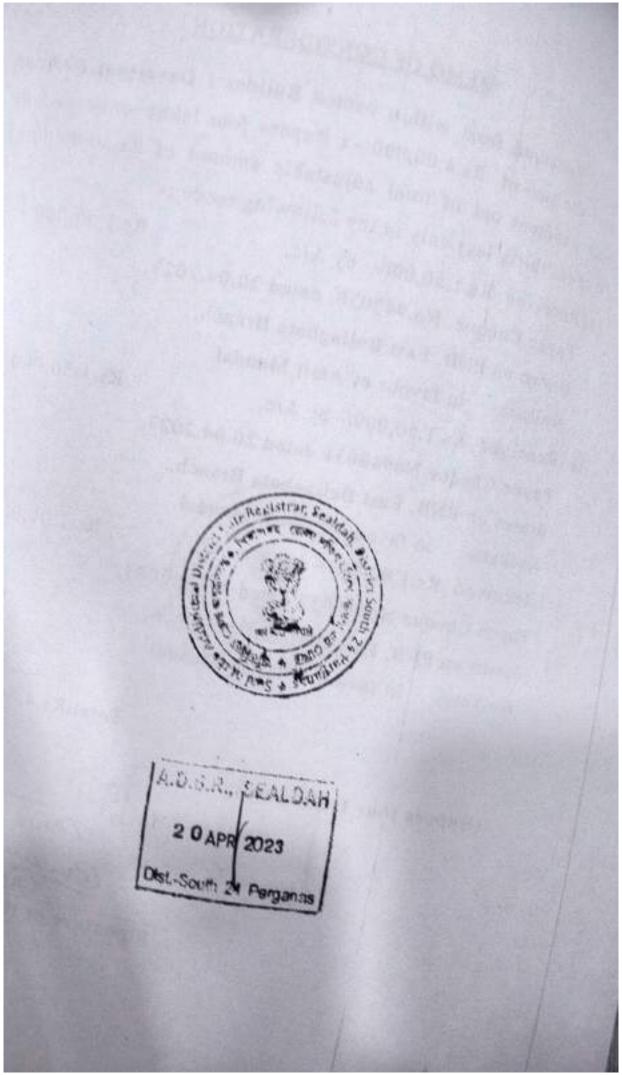
Received from within named Builder / Developer / Other part the sum of Rs.4,00,000/- (Rupees four lakh) only towards part payment out of total adjustable amount of Rs.30,00,000/- (Rupees thirty lac) only in the following mode:-

- (a) Received Rs.1,50,000/- by A/c. Rs.1,50,000/Payee Cheque No.940030, dated 20.04.2023, ,
 drawn on PNB, East Beliaghata Branch,
 Kolkata- in favour of Amit Mandal
- (b) Received Rs.1,50,000/- by A/c. Rs.1,50,000/Payee Cheque No940031 dated 20.04.2023,
 drawn on PNB, East Beliaghata Branch,
 Kolkata- in favour of Arijit Mandal
- (c) Received Rs.1,00,000/- by A/c. Rs.1,00,000/Payee Cheque No940032 dated 20.04.2023, ,
 drawn on PNB, East Beliaghata Branch,
 Kolkata- in favour of Arijit Mandal

Total Rs.4,00,000/-

(Rupees four lakhs only)

2. (ARIJIT MAN Signature of the OWNERS



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

Signed, sealed & delivered in presence of :-

1. Sudiptor Banevill 1. New G.T. Road, Uttorpora, Harpfild Pin-712258

2) Biohmi pada Saha 4/65. R.M.M-a. (and NOT-10 1. M. (AMIT MANDAL)

2. Pouguded.

Signature of the OWNERS

PP JEET DEVELOPERS PYT LTD

RP JEAT DEVELOPERS PVT. LTD.

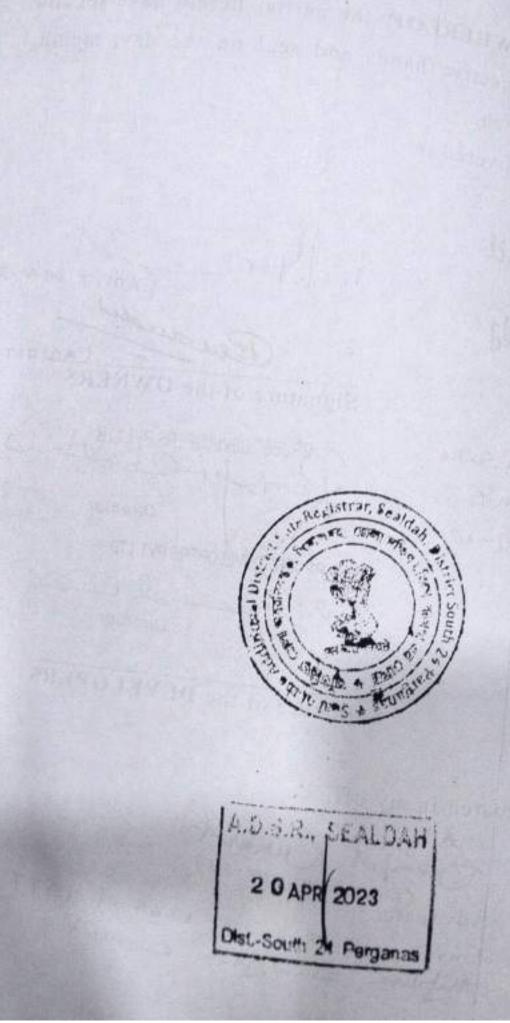
Y.O.S. Y whale

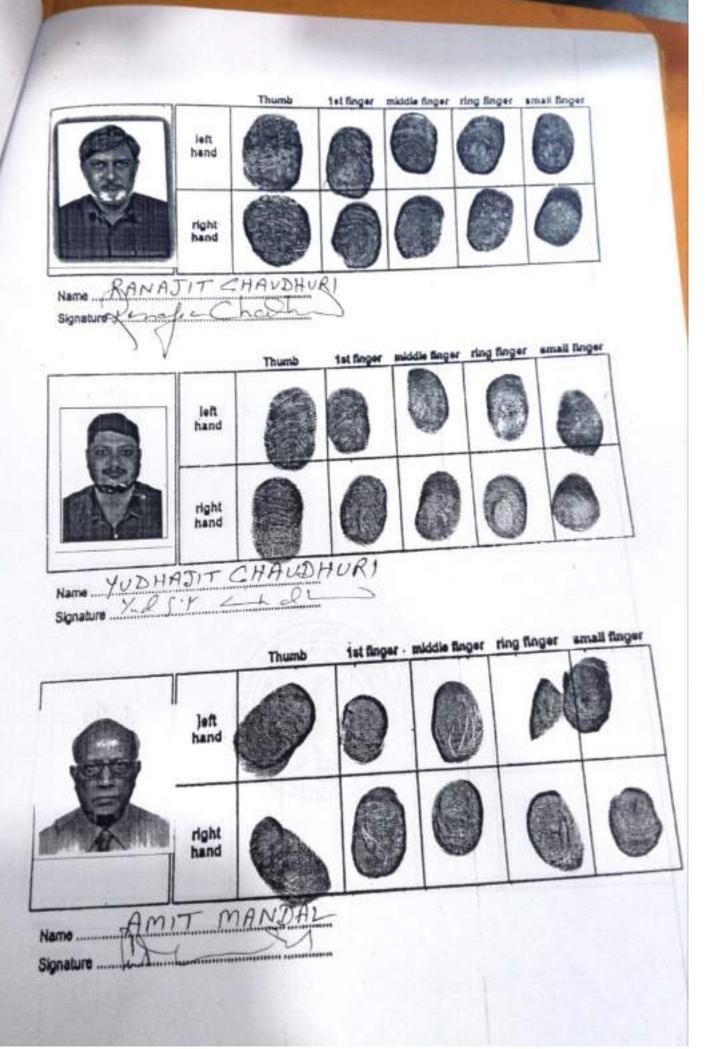
Signature of the DEVELOPERS

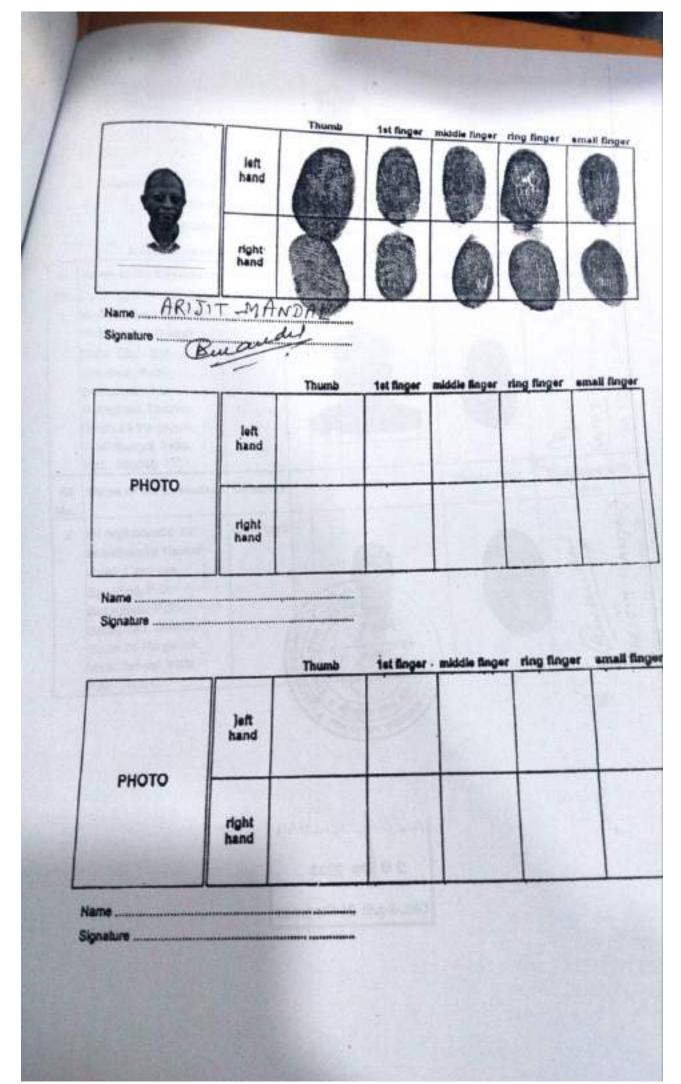
Drafted and prepared in my office

Garriet Kuman SIL)

Envolment Sto: - WB- 1365 of 1977 Mibure Judges couret.









Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
OFFICE OF THE A.D.S.R. SEALDAH, District Name: South 24-Parganas
Signature / LTI Sheet of Query No/Year 16062000978186/2023

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Amit Mandal 87, Hernchandra Naskar Road, City:- Not Specified, P.O:- Beliaghata, P.S:- Beliaghata, District:- South 24-Parganas, West Bengal, India, PIN:- 700010	Land Lord			(AMIT MANDAL)
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with
2	Mr Arijit Mandal 87, Hemchandra Naskar Road, City:- Nol Specified, P.O:- Beliaghata, P.S:- Beliaghata, District:- South 24-Parganas, West Bengal, India, PIN:- 700010	Land Lord	•		Remarkander (100)

1	Name of the Executa	nt Category	Photo	cution at Pri	lion at Private Residence.		
100	Mr Ranajit Chaudhuri 75, Hemchandra Naski Road, City:- Not Specified, P.O:- Beliaghata, P.S:- Beliaghata, District:- South 24-Parganas, West Bengal, India, PIN:- 700010	Represent ative of Developer [RP Jeet Developer s Pvt. Ltd.			ger Print	Market Pool of the Contraction o	
SI No.	Name of the Executa	nt Category	Photo	Fin	ger Print	Signature with	
4	Mr Yudhajit Chaudhuri 75, Hemchandra Nask Road, City:- Not Specified, P.O:- Beliaghata, P.S:- Beliaghata, District;- South 24-Parganas, West Bengal, India, PIN:- 700010					date Cape Sold Sold Sold Sold Sold Sold Sold Sold	
SI No.	Name and Address of identifier	Identific	er of	Photo	Finger P	rint Signature with date	
1	Son of Late	Ar Amit Mandal, M Ar Ranajit Chaudh Chaudhuri				Superior Roug	

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



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary





ran se raymen disamb

GRIPS Payment ID:

Total Amount:

180420232001865872

74941

Bank/Gateway: SBI EPay

BRN:

Mobile:

1

5381894403139

Successful

Payment Init, Date:

No of GRN:

Payment Mode:

BRN Date:

Payment Init. From:

18/04/2023 14:31:19

SBI Epny

18/04/2023 14:31:57 Department Portal

Depositor Details.

Payment Status:

Depositor's Name:

Mr Amit Dhar

7003250647

Payment (GRN) Details

SI No.

192023240018658738

Перанелия Directorate of Registration & Stamp Revenue

26941

74941

IN WORDS:

SEVENTY FOUR THOUSAND NINE HUNDRED FORTY ONE 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





GRN: GRN Date:

BRN:

192023240018658738

18/04/2023 14:31:19

5381894403139

Gateway Ref ID: 4636602619 GRIPS Payment ID: 180420232001865872

Payment Status: Successful Payment Mode:

Bank/Gateway:

SBI Epay SBIcPay Payment

Gateway

BRN Date: Method:

18/04/2023 14:31:57 Indian Bank NB

Payment Init. Date: Payment Ref. No:

18/04/2023 14:31:19 2000978186/2/2023

Query Neth Quary Year)

Depositor Details

Depositor's Name:

Mr Amit Dhar

Address:

P 200, CIT ROAD, KOLKATA-10

Mobile: Period From (dd/mm/yyyy): 18/04/2023

7003250647 18/04/2023

Period To (dd/mm/yyyy): Payment Ref ID:

2000978186/2/2023

Dept Ref ID/DRN:

2000978186/2/2023

Payment Details

Devinen Ral No 2000978186/2/2023

Property Registrates Summ duty

House of Ask 0030-02-103-003-02

74920 21

Ampunt (Z

2000978186/2/2023

Property Registration-Registration Pee

0030-03-104-001-16 Total

74941

IN WORDS:

SEVENTY FOUR THOUSAND NINE HUNDRED FORTY ONE ONLY.



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary





GRIPS Payment Detail

GRIPS Payment ID:

Total Amount:

Bank/Gateway:

BRN:

Payment Status:

200420232002148122

4001

SBI EPay

3870561202819

Successful

Payment Init, Dute:

No of GRN:

Payment Mode:

BRN Date:

Payment Init. From:

20/04/2023 14:29:18

SBI Epay

20/04/2023 14:29:45 Department Portal

Depositor Details

Depositor's Name:

Mrs Sharmistha Adhya

9804182673

Payment(GRN) Details

SI. No.

Mobile:

Department

Amount (₹)

192023240021481238

Directorate of Registration & Stamp Revenue

4001

Total

4001

IN WORDS:

FOUR THOUSAND ONE ONLY.

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

pages below.

Page 1 of 2

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



192023240021481238

20/04/2023 14:29:18

Payment Mode:

SBI Epay

Bank/Gateway:

SBlePay Payment

Gateway

3870561202819 CHM3549785

BRN Date:

20/04/2023 14:29:45

200420232002148122 nent ID:

Method: Payment Init. Date: State Bank of India NB 20/04/2023 14:29:18

Successful tus:

Payment Ref. No:

2000978186/13/2023

[Query Nor*Xbury Year]

etails

ID:

Name:

Mrs Sharmistha Adhya

101/2, Sarat Chatterjee Road, Howrah-711102

9804182673

m (dd/mm/yyyy): 20/04/2023

20/04/2023

(dd/mm/yyyy):

2000978186/13/2023

ef ID:

D/DRN:

2000978186/13/2023

etails

Payment Ref No

Head of A/C DescriptionHead of A/C

Amount (₹)

Property Registration-Stamp duty

0030-02-103-003-02

4000

2000978186/13/2023

0030-03-104-001-16

2000978186/13/2023

Property Registration-Registration Fees

Total

4001

FOUR THOUSAND ONE ONLY. 05:

Prop 7 of 2

an nemerated at 20/04/2023 14:37 18

Major Information of the Deed

aNot	I-1606-01437/2023	D-1 CD			
ary No / Year	1606-2000978186/2023	Date of Registration 24/04/2023			
July Date		Office where deed is registered			
Applicant Name, Address	17/04/2023 5:46:36 PM	A.D.S.R. SEALDAH, District: South 24-Parganas			
S Other Details	Bildyut Sarma Mandal 16/C Abinash Chandra Banerjee Lane, Thana: Bellaghata, District: South 24-Parganas WEST BENGAL, PIN - 700010, Mobile No.: 9123634432, Status: Deed Writer				
The second secon		Additional Transaction			
	Agreement or Construction	[4308] Other than immovable Property, Agreement [No of Agreement : 2]. [4311] Other than immovable Property, Receipt [Rs : 4,00,000/-]			
Set Forth value	A STATE OF THE PARTY OF THE PAR	Market Value			
Rs. 1,25,00,000/-		Rs. 4,32,38,390/-			
Starpduty Paic (SO)	C - Draw (1990) Street to Company of the Company	The state of the s			
Rs. 75,021/- (Article:48(g))	BA 的被心的数 (1) 20 20 20 20 20 20 20 20 20 20 20 20 20	Registration Fee Paid			
Remarks	111	Rs. 4,021/- (Article:E, E, B)			
romarks	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: Hemchandra Naskar Road, Road Zone: (On Road – On Road), Premises No. 87, Ward No. 034 Pin Code: 700010

Sch No	Number	Khatlan Number	Land Proposed	Area of Land	CHARLES OF THE PARTY OF	Market Value (In Rs.)	Other Details
L1	(RS:-)		Bastu	8 Katha 6 Chatak 8 Sq Ft	1,00,00,000/-	4,07,38,390/-	Width of Approach Road: 100 Ft.,
	Grand	Total:		13.8371Dec	100,00,000 /-	407,38,390 /-	

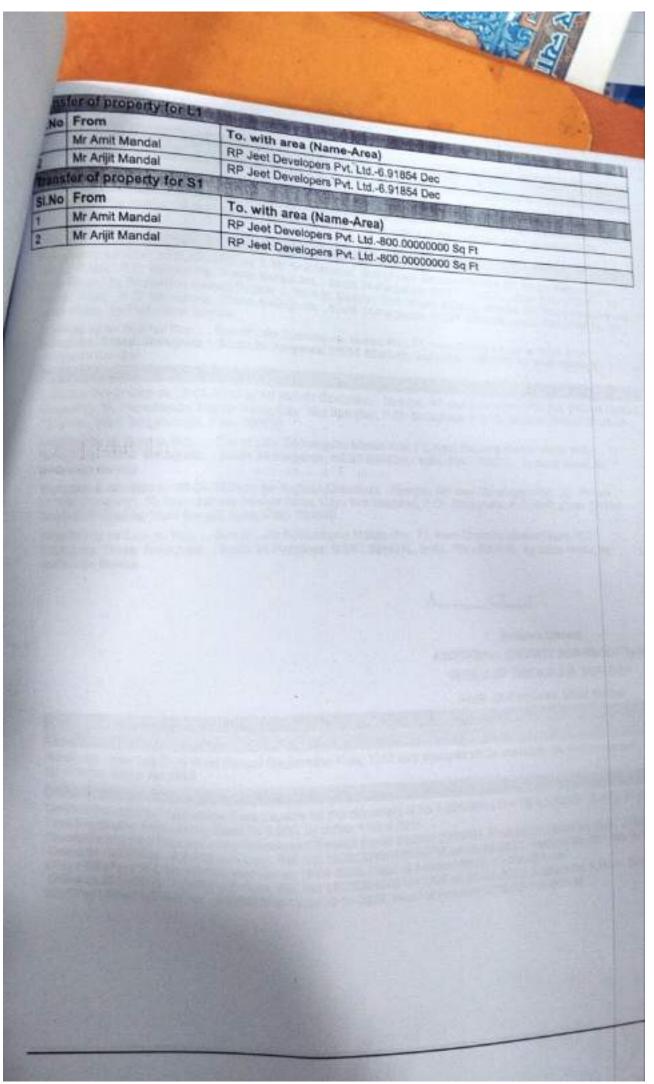
Structure Details:

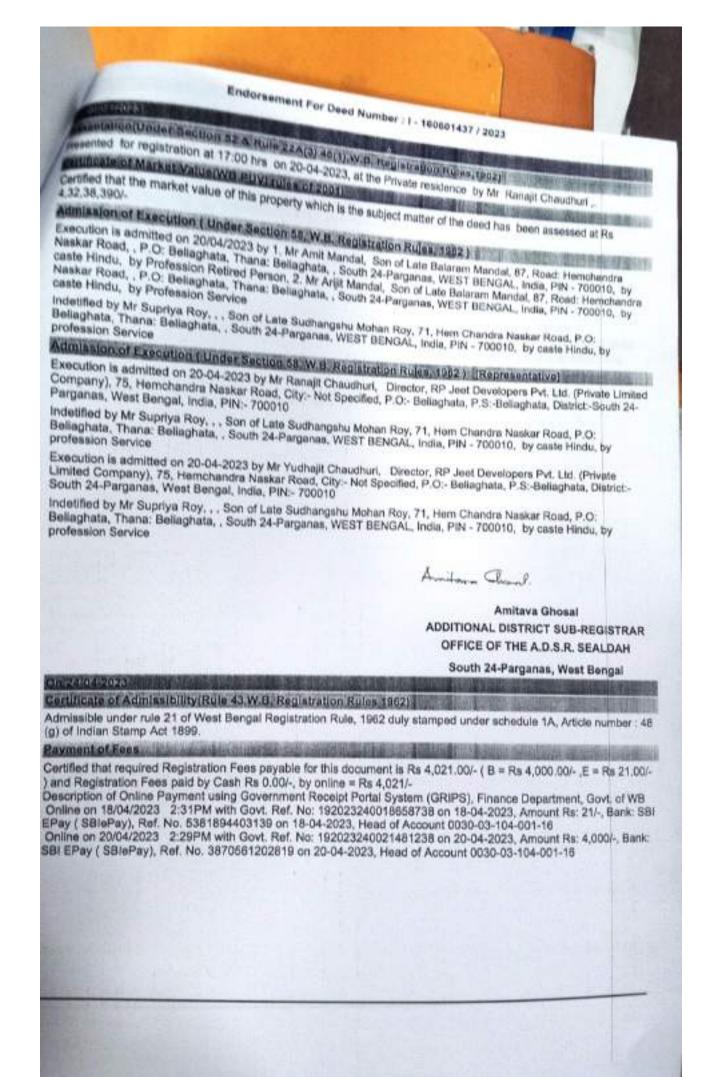
Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(In Rs.)	
S1	On Land L1	1600 Sq Ft.	25,00,000/-	25,00,000/-	Structure Type: Structure

Floor No: 1, Area of floor: 800 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 2, Area of floor: 800 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete

THE PARTY NAMED IN	The second second		The second second	Name and Address of the Owner o	
	Total:	1600 sq ft	25,00,000 /-	25,00,000 /-	





that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs. of, by online = Rs 74,921/tion of Stamp p: Type: Impressed, Serial no 6117, Amount: Rs.100:00/-, Date of Purchase: 26/09/2022, Vendor name: RMISTHA CHATTERJEE MUKHERJEE Online on 18/04/2023 2:31PM with Govt. Ref. No: 192023240018658738 on 18-04-2023, Amount Rs: 74,920/-, Bank: SBI EPay (SBIePay), Ref. No. 5381894403139 on 18-04-2023, Head of Account 0030-02-103-003-02 Online on 20/04/2023 2:29PM with Govt. Ref. No: 192023240021481238 on 20-04-2023, Amount Rs: 1/-, Bank: SBI EPay (SBIePay), Ref. No. 3870561202819 on 20-04-2023, Head of Account 0030-02-103-003-02 Aniham Charl. **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 44092 to 44148
being No 160601437 for the year 2023.



Digitally signed by AMITAVA GHOSAL Date: 2023.05.04 14:07:24 +05:30 Reason: Digital Signing of Deed.

Anitara Thank.

(Amitava Ghosal) 2023/05/04 02:07:24 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SEALDAH West Bengal.

(This document is digitally signed.)