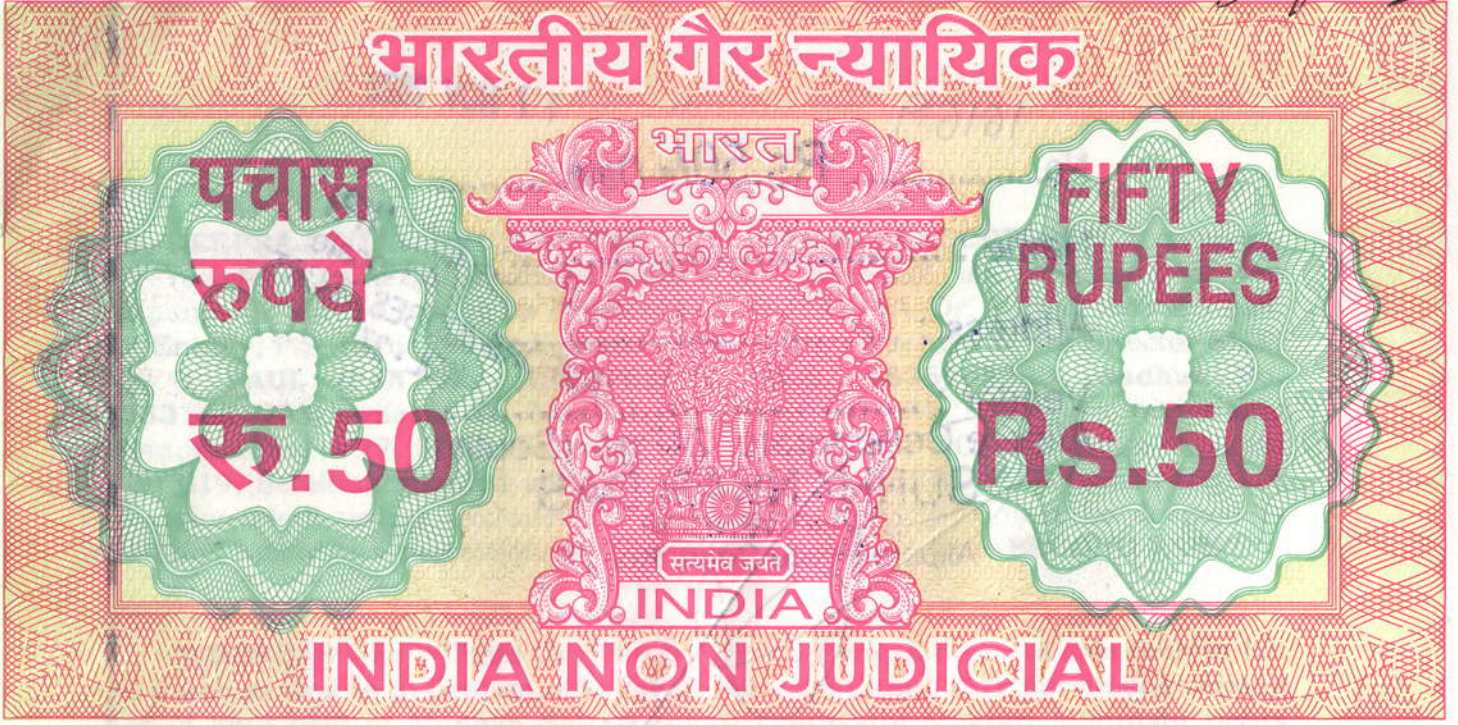


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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AG 486851

2/12/22
G-243249790

AND WHEREAS the said instrument is a document
relating to the title of the property of the
said instrument is attached with the
document as a part of this document.

✓
District Sub-Register-III
Alipore, South 24-parganas

02.12.2022

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT made on 2nd day of December..... Two Thousand and Twenty Two BETWEEN (1) SRI MADHAB CH. PAUL (PAN No. AFXPP4496D, Mob. 9748746391, Aadhar No. 905512740174), son of Late Radha Gobinda Paul AND (2) SMT. JAYATI PAUL (PAN No. AKEPP6359B, Mob. 9836968333, Aadhar No. 315531651768), wife of Sri Madhab Ch. Paul, both by faith Hindu, by nationality Indian, residing at 17, Suren Tagore Road, P.S. Gariahat, P.O. Ballygunge, Kolkata - 700 019, hereinafter jointly called and referred to as the "OWNERS" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives, and/or assigns) of the **FIRST PART**.

16169

17 NOV 2022

No..... Rs.50/- Date.....

Name :

B. C. LAHIRI
Advocate

Address :

ALIPORE JUDGES COURT
KOL - 27

Vendor :

Alipore Collectorate 24Pgs (South)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court Kol-27



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS, ALIPORE

- 2 DEC 2022

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Alipore pda w.
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AND

M/S. DEEPAJ CONSTRUCTION PVT. LTD. (PAN No. AACCD5069P), a company duly registered and incorporated under the provision and meaning of the Companies Act, 1956 having its registered office at 48/1A, Dr. Suresh Sarkar Road, P.O. Entally, P.S. Beniapukur, Kolkata - 700 014, represented by its Director **SMT. JAYATI PAUL (PAN No. AKEPP6359B, Mob. 9836968333, Aadhar No. 315531651768)**, wife of Sri Madhab Ch. Paul, by faith Hindu, by nationality Indian, residing at 17, Suren Tagore Road, P.S. Gariahat, P.O. Ballygunge, Kolkata - 700 019, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors in office and/or assigns) of the **SECOND PART**.

WHEREAS One William Graham by several Bengali deeds of sale both in his own name as well as in benami of his clerk Ramsasi Chaudhury purchased various plots of land held in Madhya Sattwadhikari Chirasathi Mokrari Mourashi rights and several plots of rent free lands in Mouzas Dhakuria, Gobindapur and Salimpur in Thana Tollygunge in the District of 24 Parganas.

AND WHEREAS the said William Graham by virtue of his purchase as aforesaid had his name recorded in the records of the Superior Landlords and was seized and possessed of the same as the sole and absolute owner thereof till his death on 17.01.1931.

AND WHEREAS prior to his death the said William Graham on 03.05.1909 made and published his last Will whereby he gave devised and bequeathed unto his wife Mrs. Kate Emily Graham all his moveable and immovable real and personal properties and whereof he appointed his wife said Mrs. Kate Emily Graham as the sole Executrix.

AND WHEREAS the said Will was duly proved in the High Court of Judicature at Fort William in Bengal in its testamentary and Intestate Jurisdiction and Probate thereof was granted to said Mrs. Kate Emily Graham as the Executrix thereof on 31.03.1931.

AND WHEREAS said Kate Emily Graham prior to her death on 02.10.1931 made and published her last Will and testament on the 02.04.1931 whereby she appointed the official trustee of Bengal as the Sole Executor of her said Will with directions to the Official Trustee to administer the Estate in the manner set out in the said Will.

AND WHEREAS the Official Trustee as such Executor to the said Will of the said Kate Emily Graham applied to the High Court of Judicature at Fort William in Bengal in its testamentary and Intestate Jurisdiction for grant of probate to them.

AND WHEREAS on the 15.12.1931 Probate of the Will of the said Kate Emily Graham was granted to the Official Trustee as such Executor by the said High Court.



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AND WHEREAS the Official Trustee of Bengal as such Executor as aforesaid was administering the Estate of the said Kate Emily Graham and was seized and possessed of the said lands hereditaments and premises in the Mouzas Dhakuria, Gobindapur and Salimpur as set out in the schedule to the hereinafter recited Indenture of Conveyance dated 18.07.1947 executed by the Official Trustee of Bengal in favour of the Housing Society.

AND WHEREAS by an Indenture of Lease dated 29.11.1935 made between the said Official Trustee of Bengal of the one part and Jodhpur Club Ltd. a company with limited liability incorporate under the Indian Companies Act, 1913 (now dissolved) Dhakuria Post Office, of the other part and registered at the Calcutta Registration office in Book No. I, Volume no. 103, Pages 280 to 296, Being No. 4467 for the year 1935 the said Official Trustee of Bengal granted and demised unto Jodhpur Club Ltd. the aforesaid lands hereditaments and premises more particularly described in the schedule thereunder written and delineated in the map or plan annexed thereto and thereon shown in red border together with the principal mansion or Club House on a portion thereof for the term of nineteen years with effect as on and from 01.01.1931 with option of renewal at the rent and upon and subject to the covenants and conditions therein respectively reserved and contained for a further term of fifteen years commencing from the expiry of the term thereby granted.

AND WHEREAS by an Indenture of Conveyance dated 21.02.1944 and made between the said Official Trustee of Bengal of the first part Jodhpur Club Ltd. of the second part and Kishenlal Poddar and Annandilal Poddar of the third part and registered at Sadar Joint Registry, Alipore in Book No. I, Volume no. 17, Pages 1 to 8, Being No. 509 for the year 1944 a portion of Dag No. 329 in Khatian No. 79 containing an area of one cottah fourteen chittacks and thirty square feet and also a portion of Dag No. 330 in Khatian No. 117 containing an area of ten cottah five chittacks and thirty five square feet being a portion of lands demised by the hereinbefore recited Indenture of Lease dated 29.11.1935 were released and conveyed unto the said Kishenlal Poddar and Annandilal Poddar.

AND WHEREAS by the said Will dated 02.04.1931 the said Kate Emily Graham inter alia directed the Official Trustee of Bengal to sell call in and convert into money such part of the Estate of the said Kate Emily Graham as did not consist of money.

AND WHEREAS by virtue of such direction contained in the said Will and also for the purpose of administration of the Estate of the said Kate Emily Graham the said Official Trustee of Bengal by a Memorandum of Agreement dated 12.11.1945 and made between the Official Trustee of the one part and the Bengal Secretariat Co-operative Society Ltd. a society registered under the Bengal Co-operative Societies Act, 1940 and having its registered office at Writers Buildings, Calcutta of the other part agreed for the absolute sale to the said Bengal Secretariat Co-operative Society Ltd. or its nominee at a valuable consideration of all the said lands hereditaments and premises aggregating in all to an area of 80.93 acres more or less situate at the aforesaid Mouzas Dhakuria, Gobindapur and Salimpur within parganas Khaspur, Thana Tollygunge, Sub registry Alipore within the Jurisdiction of Tollygunge Municipality (now within the Kolkata Municipal Corporation) in the District of 24 Parganas being premises no. 1, Gariahat Road and more particularly



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set out in the schedule to the hereinafter recited Indenture of Conveyance dated 18.07.1947 and made between the said Official Trustee of Bengal of the one part and the Housing Society of the other part (save and except two pieces of lands as mentioned in aforesaid Indenture dated 21.02.1944) subject to the hereinbefore recited lease dated 29.11.1935 granted by the said Official Trustee of Bengal in favour of the Jodhpur Club Ltd. as aforesaid but otherwise free from all encumbrances.

AND WHEREAS in pursuance of the said Agreement dated 12.11.1945 the said Bengal Secretariat Co-operative Society Ltd paid to the said Official Trustee of Bengal Rupees one lakh (Rs. 1,00,000/-) only paid by way of earnest money on the 08.10.1945 and Rs. 9,10,000/-(Rupees nine lakh ten thousand) only being the balance consideration money in full on 29.01.1947.

AND WHEREAS the said Bengal Secretariat Co-operative Society Ltd. received fixed deposits to create fund for the purpose of purchasing the said premises no. 1, Gariahat Road and paid out of the said fund the stipulated consideration amount to the said Official Trustee of Bengal.

AND WHEREAS in addition to the agreed consideration money paid to the said Official Trustee of Bengal as hereinbefore stated the said Bengal Secretariat Co-operative Society Ltd. had also to incur a further expenditure of certain amount by way of interest on fixed deposits and other incidental charges in connection with the purchase of the said premises no. 1, Gariahat Road.

AND WHEREAS the Bengal secretariat Co-operative Society Ltd. agreed with the Housing Society for the assignment to the Housing Society of the benefits of the Agreement dated 12.11.1945 as aforesaid subject to the liability thereunder in consideration of the following sums of money viz., Rupees ten lakh ten thousand (Rs. 10,10,000/-) only being the amount paid by the Bengal Secretariat Co-operative Society Ltd. to the official Trustee of Bengal and Rupees sixty four thousand four hundred forty seven and annas four and pies six (Rs. 64,447-4-6/-) only being the additional expenditure incurred on account of interest on fixed deposits and other incidental charges hereinbefore stated, that is in all Rupees ten lakh seventy four thousand four hundred forty seven and annas four and pies six (Rs. 10,74,447-4-6/-) only with interest thereon @ 4% (four percent) per annum to be repaid by 31.12.1949.

AND WHEREAS in consideration of the Housing Society having agreed to pay to the Bengal Secretariat Co-operative Society Ltd. the promised sum together with interest as aforesaid the Bengal Secretariat Co-operative Society Ltd. assigned by an Indenture of Assignment dated the 02.07.1947 unto the Housing society **ALL THAT THE SAID RECITED AGREEMENT** and all the estate, right, title, benefit, advantages property claim demand whatsoever of the Bengal Secretariat Co-operative Society Ltd. on in or to the same and the lands and premises including buildings and structures thereon to hold the benefit of the said recited Agreement unto the Housing Society absolutely subject nevertheless to the terms and conditions of the lease dated the 29.11.1935 in favour of the Jodhpur Club Ltd. and nominated the Housing Society as its nominee to complete the purchase of the aforesaid premises No.1, Gariahat Road.

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AND WHEREAS on the 29.06.1946 the said Jodhpur Club Ltd. duly exercised the option of renewal conferred on it by the hereinbefore recited Indenture of lease dated the 29.11.1935 but no renewed lease was executed.

AND WHEREAS by an Indenture of Conveyance dated the 18.07.1947 made between the said official Trustee of Bengal of one part and the Housing Society as nominee of Bengal Secretariat Co-operative Society Ltd. of the other part the said official Trustee of Bengal granted and conveyed to the Housing Society all the said lands, hereditaments and premises together with all structures situate in aforesaid Mouzas of Dhakuria, Gobindapur and Salimpur and being premises No.1, Gariahat Road within Tollygunge Municipality (now under the Kolkata Municipal Corporation) and more particularly set out in the schedule to the said Indenture of Conveyance dated the 18.07.1947, subject to the said lease dated the 29.11.1935 in favour of the Jodhpur Club Ltd. but otherwise free from all encumbrances.

AND WHEREAS the Housing Society in furtherance of its objects formulated a Scheme known as the Tollygunge Scheme also known as the Tollygunge Scheme (Jodhpur Club Lands) in respect of its lands and premises being premises No.1, Gariahat Road purchased from the Official Trustee of Bengal under the aforesaid Indenture of Conveyance dated the 18.07.1947 for the purpose of providing houses to its members by establishing a model garden colony with all amenities of City life for the attainment of better living conditions and promotion of economic interest of its members and other residents of the colony through Co-operative efforts.

AND WHEREAS the Housing Society having failed to secure earlier release of the land from Jodhpur Club Ltd. by private negotiation applied to the Government of West Bengal under the West Bengal Ordinance II of 1948 (afterwards West Bengal Land Development and Planning Act, 1948) for the compulsory acquisition of the lease hold interest of Jodhpur Club Ltd under the lease dated the 29.11.1935.

AND WHEREAS on the 23.05.1949 the Jodhpur Club Ltd. was served with a notice from Government of West Bengal intimating that it had been proposed to acquire the aforesaid lands and premises on behalf of the Housing Society for building a colony on Co-operative basis thereon.

AND WHEREAS the Jodhpur Club objected to the said acquisition and filed a suit being title suit No.52 of 1949 in the Sixth Additional Court of the Subordinate Judge at Alipore (formerly suit No.203 of 1949 in the Second Court of the Subordinate Judge of 24 parganas at Alipore) against the Housing Society and the State of West Bengal, objecting to the said acquisition.

AND WHEREAS by a decree made in the said suit no. 52 of 1949 the Defendants (the Housing Society and the State of West Bengal) were restrained by a permanent injunction in so far as the proposed acquisition was concerned from taking or causing to be done any acts or things in respect of the proposed acquisition of the aforesaid lands and premises and from interfering with the Club's possession of the said lands and premises.

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AND WHEREAS the defendants in the aforesaid suit viz., the Housing Society and the State of West Bengal jointly preferred an Appeal in the Calcutta High Court being First Appeal No.35 of 1952 against the aforesaid judgement and decree in T.S No. 52 of 1949.

AND WHEREAS the Housing Society and the said Jodhpur Club Ltd. with a view to settling the said F.A No. 35 of 1952 executed a Memorandum of Agreement dated the 22.12.1952.

AND WHEREAS in the said Memorandum of Agreement the said Jodhpur Club Ltd. agreed to execute in favour of the Housing Society a proper deed of assignment in the form set out in the Schedule thereto on receipt of a considerable amount which was duly paid by the Housing Society to the Jodhpur Club Ltd.

AND WHEREAS in pursuance of the said Agreement and in consideration of the amount paid by the Housing Society to the Jodhpur Club Ltd. **ALL THOSE LANDS AND PREMISES** comprised in and demised by the hereinbefore recited lease dated the 29.11.1935 were assigned by an Indenture of Assignment dated the 06.03.1953 by the Jodhpur Club Ltd. free from all charges and encumbrances unto the Housing Society for all the residue then unexpired period of the term of fifteen years created by the exercise of the option to renew given to the Jodhpur Club Ltd. by the said lease dated the 29.11.1935.

AND WHEREAS on the joint petition filed by the appellants (the Housing Society and the State of West Bengal) and respondent (Jodhpur Club Ltd.) in the matter of F.A No. 35 of 1952 in the High Court of Calcutta (Civil and Appellate Jurisdiction) the said appeal was allowed in full and disposed of in terms of the said Agreement dated the 22.12.1952 by the High Court and vacant possession of the said lands and premises was made over by the Jodhpur Club Ltd. to the Housing Society in terms of the decree of the High Court F.A. No. 35 of 1952.

AND WHEREAS the Housing Society has paid the consideration amount and all other money together with interests to the Bengal Secretariat Co-operative Society Ltd. in full satisfaction of the claims of the said Society under the aforesaid Indenture of Assignment dated the 02.07.1947.

AND WHEREAS the Housing Society in pursuance of the said Tollygunge Scheme (Jodhpur Club Lands) divided the aforesaid lands and premises in Mouzas Dhakuria, Salimpur and Gobindapur being premises No. 1, Gariahat Road more particularly described in the schedule to the Indenture of Conveyance dated the 18.07.1947 measuring about 80.93 acres into several building plots and other common utility area such as parks, market, lake, schools, playgrounds, etc. and has constructed and proposed to construct roads pathways passages and set back areas with the object of selling the said several building plots as separate hereditaments to its members and others.

AND WHEREAS the said roads pathways passages and set back area and common utility areas are intended for the better enjoyment by the Allottee and other purchasers and the owners for the time being of the respective plots belonging to them.

AND WHEREAS the Government of West Bengal has decided to reorganise the District Sub-Registrar Offices in West Bengal and to create a District Sub-Registrar Office at South 24 Parganas, Alipore and to entrust the duties of the District Sub-Registrar at South 24 Parganas, Alipore to the District Sub-Registrar at South 24 Parganas, Alipore.

AND WHEREAS the Government of West Bengal has decided to reorganise the District Sub-Registrar Offices in West Bengal and to create a District Sub-Registrar Office at South 24 Parganas, Alipore and to entrust the duties of the District Sub-Registrar at South 24 Parganas, Alipore to the District Sub-Registrar at South 24 Parganas, Alipore.



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AND WHEREAS the Housing Society invited offers with the intention and purpose of selling its 20 surplus plots in the said Tollygunge Scheme including Plot No. E II containing an area of 4 cottahs 4 chittacks 16 sq.ft. more or less being a portion of premises No. 1, Gariahat Road.

AND WHEREAS one Mrs. Santi Chatterjee being desirous of purchasing the aforesaid Plot No. EII being one of the said 20 surplus plots, in the said Tollygunge Scheme became a member of the Housing Society and agreed to purchase the said Plot No. E II for the valuable consideration.

AND WHEREAS the Housing Society by executing Registered Deed of Conveyance dated the 12th day of April 1961 sold transferred and conveyed the said piece of land measuring 4 Cottahs 4 Chittacks and 16 square feet more or less in favour of the Mrs. Santi Chatterjee registered at the office of the District Sub Registrar of Alipore at Bahala recorded in Book No. 1, Volume No. 31, pages 141 to 156, being document no. 1542, for the year 1961.

AND WHEREAS while seized and possessed of the said property, having an area of 4 cottahs 4 chittacks 16 sq.ft. be the same a little more or less, said the Mrs. Santi Chatterjee by virtue of a registered Indenture of Conveyance dated 05.08.1963 sold, conveyed and transferred the same to **Aparna Banerjee** for Rs. 42,722.50/- and terms and conditions as mentioned therein and the said deed was duly registered before the Sub-Registrar of Alipore and recorded in Book No. I, Volume no. 98, Pages 174 to 191, Being No. 6545 for the year 1963, hereinafter referred to as the "**said property**" morefully and particularly described in the schedule herein below.

AND WHEREAS said Aparna Banerjee (since deceased), being absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said property mutated her name in the records of Kolkata Municipal Corporation being known and numbered as municipal premises No. 1/255/1, Gariahat Road, P.O. Jodhpur Park, Police Station Lake, within the limits of The Kolkata Municipal Corporation Ward no. 93, Kolkata 700068, vide Assessee no. 210930400567, free from all encumbrances, charges, liens, lispendences, attachments, trusts, mortgages, whatsoever and/or howsoever.

AND WHEREAS said Aparna Banerjee, wife of Late Bhupendra Nath Banerjee, died intestate on 19.01.2015 leaving behind her one son **Barunendra Nath Banerjee**, one daughter **Reeta Ghosh**, widow of Late Bhaskar Kumar Ghosh, one daughter-in-law **Cyrene Banerjee** and one grandson **Aditya Cyraj Banerjee**, wife and son respectively of her pre deceased son Late Bratindra Nath Banerjee as her legal heirs, successors and representatives of said premises no. 1/255/1, Gariahat Road, Ward no. 93, Kolkata - 700 068.

AND WHEREAS thus said **Barunendra Nath Banerjee, Reeta Ghosh, Cyrene Banerjee and Aditya Cyraj Banerjee** became the joint Owners having their undivided respective share in the said property along with the structure standing thereon being premises no. 1/255/1, Gariahat Road, Ward no. 93, Kolkata - 700 068.



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AND WHEREAS said Barunendra Nath Banerjee, Reeta Ghosh, Cyrene Banerjee and Aditya Cyraj Banerjee being the joint owners of premises no. 1/255/1, Gariahat Road sold conveyed and/or transferred their undivided respective share of land with structure thereon in favour of (1) **Sri Madhab Ch. Paul**, son of Late Radha Gobinda Paul, residing at 17, Suren Tagore Road, P.S. Gariahat, P.O. Ballygunge, Kolkata – 700 019 **AND** (2) **SMT. JAYATI PAUL**, wife of Sri Madhab Ch. Paul, residing at 17, Suren Tagore Road, P.S. Gariahat, P.O. Ballygunge, Kolkata – 700 019, having an total area measuring about 4 cottahs 4 chittacks and 16 Sft. more or less on valuable consideration on dated 27th September 2022, which was registered before the D.S.R. III, at Alipore 24 Prgs (S) recorded in Book No. I, Volume No. 1603-2022, Pages 517158 to 517187, being no. 160315447 for the year 2022.

AND WHEREAS The Owners, the first part herein, being well and sufficiently seized and possessed as owners having their undivided respective share in the said property mutated their names in the records of the Kolkata Municipal Corporation, being premises no. 1/255/1, Gariahat Road, Ward No. – 93, P.S. - Lake, Kolkata – 700 068, morefully and particularly detailed in the Schedule hereunder written hereinafter referred to as the “**SAID PROPERTY**” and/or otherwise are entitled to deal with the same.

AND WHEREAS To get the said property developed the owners have agreed by and between themselves that **M/S. DEEPAJ CONSTRUCTION PVT. LTD.**, will construct the proposed building as per the sanction plan in the said property at its own costs efforts and expenses, sell and/or dispose of spaces in the proposed building to intending purchasers at its own discretion.

AND WHEREAS The Owners, first part herein, and the Developer, second part herein, have agreed by and between them that **OWNER'S SHARE** and/or **DEVELOPER'S SHARE** shall mean the following:

OWNER'S SHARE shall refer to 65.% of the total consideration amount, i.e. the sales proceed from the said property, which The Developer, M/s Deepraj Constructions Pvt. Ltd., shall pay to the Owners, Sri Madhab Ch. Paul & Smt. Jayati Paul (32.5% each), after the completion and collection of all sale proceeds for the said premises.

DEVELOPER'S SHARE shall refer to the remaining 35% of the consideration amount, i.e. the sales proceed from the said property, which shall belong to The Developer, M/s. Deepraj Construction Pvt. Ltd. after the payment of Owner's Share.

AND WHEREAS that the owners do hereby grant exclusive right of development of the said property unto and in favour of M/s. Deepraj Construction Pvt. Ltd., the Developer herein, with the intent and object that the Developer shall construct, erect and complete the proposed Building on the said premises being complete in all respects in accordance with the plan.

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

That in this agreement unless it be contrary or repugnant to the context the following definition shall have the following meaning :-

- (a) **PREMISES** : Shall mean the said property being premises no. 1/255/1, Gariahat Road, P.S. Lake, Municipal Ward No. - 93, Kolkata - 700068.
- (b) **PLAN** : Building plan shall mean plan or plans or revised thereof prepared by the Architect/LBS for the construction of the building to be sanctioned by the Kolkata Municipal Corporation.
- (c) **OWNERS** : Shall mean (1) **SRI MADHAB CH. PAUL AND** (2) **SMT. JAYATI PAUL**, both residing at 17, Suren Tagore Road, Police Station - Gariahat, Kolkata - 700 019 and/or their heirs, executors, legal representatives, administrators and/or assigns.
- (d) **DEVELOPER** : Shall mean **M/S. DEEPAJ CONSTRUCTION PVT. LTD.**, a company incorporated under the Companies Act, having its registered office at 48/1A, Dr. Suresh Sarkar Road, Police Station - Beniapukur, Kolkata - 700 014 and its successor or successors in office and/or assigns.
- (e) **BUILDING** : Shall mean the proposed building to be constructed in the said premises by the Developer in accordance with the plan sanctioned by the Kolkata Municipal Corporation.
- (f) **OWNER'S SHARE** :- shall refer to 65% of the total consideration amount, i.e. the sales proceed from the said property, which The Developer, M/s Deepraj Constructions Pvt. Ltd., shall pay to The Owners, Sri Madhab Ch. Paul & Smt. Jayati Paul (32.5% each), after the completion and collection of all sale proceeds for the said premises.
- (g) **DEVELOPER'S SHARE** : shall refer to the remaining 35% of the consideration amount, i.e. the sales proceed from the said property, which shall belong to The Developer, M/s. Deepraj Construction Pvt. Ltd. after the payment of Owner's Share.

DEVELOPER'S OBLIGATION :

- (a) To obtain all necessary permissions clearances and sanction/revision in respect of building plan, water, drainage, electricity etc. from the Kolkata Municipal Corporation and/or such other Statutory Authority or Authorities for the proposed building and all such costs in this regard to the said affairs will be borne by the Developer.



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- (b) To incur all costs, charges and expenses for construction of the proposed building at the said premises as aforesaid and also for any modification thereof.
- (c) The Developer shall be responsible for any incident or accident which may occur in the said premises during construction activities and shall keep the owners fully indemnified at all times against any loss or damage which may be caused to the owners or anyone else due to any accident during construction.
- (d) To complete construction of the proposed building within 24 (twenty four) months from the date of commencement of work subject to further extension of 6 (six) months (if required) and shall obtain completion certificate from the K.M.C.
- (e) After completion of the proposed building, to frame rules and regulations regarding the use of the proposed building and to form flat Owners' Association and/or Society for the ultimate owner or owners of the proposed building within 12 months from the date of completion.

OWNER'S OBLIGATION :

It shall be the responsibility and obligation of the Owners to comply with the terms and conditions as follows :-

- a) To sign and execute, if required, all necessary plans, papers, undertakings, affidavits, documents, declarations, deeds for smooth progress of proposed building and/or any modification plan in terms of this Agreement.
- b) To join as party to the agreements and/or deeds of sale as no consideration are received by the Owners with regard to the sale of respective flats, car parking spaces and/or other spaces in the proposed building.
- c) To co-operate and assist the Developer for smooth construction and completion of the proposed building in the said premises as per terms of this Agreement.
- d) To deliver all original Deeds, Documents, Municipal Tax Bills and all other original writings and papers relating to the said property to the Developer. That the said original documents shall remain in the custody of the Developer till completion of the said proposed building and the Developer shall handover the said documents to the Association, to be formed.
- e) Not to cause any obstruction or interference in the construction erection and completion of the proposed building and not to raise any objection or claim division or partition of the said land and/or the building thereon.



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THE DEVELOPER SHALL BE ENTITLED :

- a) The Developer shall enjoy, negotiate and enter into agreement for sale with the prospective buyers and accept advance and/or part consideration money for the respective flats, car parking spaces and/or other spaces in the proposed building as they think fit and proper from all such person or persons of their choice.
- b) For the purpose of sale and/or transfer for the respective flats, car parking spaces and/or other spaces in the proposed building no further consent of the owners shall be required and this Agreement itself shall be treated as such consent.
- c) Any letter required to be given by the Developer shall be deemed to have been served upon the Owners at their last known address, if delivered by hand and duly acknowledged or sent by registered post with acknowledgement and shall likewise be deemed to have been serviced upon the Developer at their last known address, if delivered by hand and duly acknowledged or sent by registered post with acknowledgement.

FORCE MAJEURE :

In the event of the construction work being delayed and/or destroyed by earthquake, tempest or other Act of God, fire, riots, civil commotion or any other irresistible forces not caused by any act of the Developer and/or his workmen and in that situation, the Developer shall not be treated as defaulter and not responsible for delayed construction.

ARBITRATION :

- a) In the event of any dispute or differences arising between the parties herein in regard to this agreement or any matter connected therewith, the same will be settled by mutual discussions and/or the said dispute shall be referred to joint arbitrators one appointed by the Developer and the other by the Purchaser and their award shall be final and binding upon the parties.
- b) Only courts having original jurisdiction over the premises shall have the jurisdiction in all matters relating to or arising out of this Agreement.

Be it noted that by this Development Agreement and the related Development Power of Attorney, the developer shall only be entitled to receive consideration money by executing Agreement/Final document for transfer of property as per provisions laid down in the said documents as a developer without getting any ownership of any part of the property under the schedule. This development Agreement and the related development power of Attorney shall never be treated as the agreement/Final document for transfer of property between the owners and the developer in anyway. This clause shall have overriding effect to anything written in this document in contrary to this clause.



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SCHEDULE AS REFERRED TO ABOVE
PROPERTY/PREMISES

ALL THAT piece and parcel of land measuring about 4 (four) Cottahs 4 (four) Chittaks 16 (sixteen) Sq.ft. more or less lying and situate at Premises No. 1/255/1, Gariahat Road, Mouzas Dhakuria, Salimpur and Gobindapur, P.O. Jodhpur Park, P.S. Lake, Ward No. 93, within the limits of The Kolkata Municipal Corporation, Assessee no. 21-093-04-0056-7, Kolkata - 700 068, in the District of South 24-Parganas, under The Kolkata Municipal Corporation which is butted and bounded in the following manner:

ON THE NORTH : By 40 ft. wide Road.
ON THE SOUTH : By Pre. No. 1/269/1, Gariahat Road.
ON THE EAST : By Pre. No. 1/255, Gariahat Road.
ON THE WEST : By Pre. No. 1/255/2, Gariahat Road.

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

SIGNED, SEALED AND DELIVERED
BY THE PARTIES IN PRESENCE OF :

1. *Rahul K. Das*
16, Suran Pagar Road
Kolkata - 700019

Master Ch. B. N.
✓ *Jayati Paul*

SIGNATURE OF THE OWNERS

2. *p.dh.*
Alipia palit
u-28

DEEPRAJ CONSTRUCTION PVT. LTD.

Prepared by me
p.dh.

Jayati Paul Director

SIGNATURE OF THE DEVELOPER

BAPI DAS
Advocate
Alipore Police Court
Kolkata-700 027
Recd. No. WB-613/2001



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS, ALIPORE
- 2 DEC 2022

Thumb 1st finger middle finger ring finger small finger



left hand					
right hand					

Name..... MADHAD C.H. PAUL

Signature..... Madhad C.H. Paul

Thumb 1st finger middle finger ring finger small finger



left hand					
right hand					

Name..... JAYATI PAUL

Signature..... Jayati Paul

Thumb 1st finger middle finger ring finger small finger



left hand					
right hand					

Name.....

Signature.....



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS, ALIPORE
- 2 DEC 2022

Major Information of the Deed



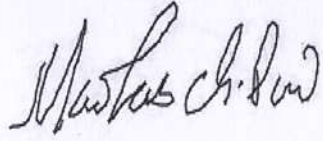


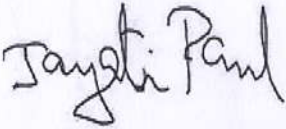
Deed No :	I-1603-18395/2022	Date of Registration	02/12/2022
Query No / Year	1603-2003349790/2022	Office where deed is registered	
Query Date	25/11/2022 10:42:42 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Bapi Das Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9836980696, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 2,49,92,500/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,070/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Lake, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Gariahat Road (Jodhpur Park), , Premises No: 1/255/1, , Ward No: 093 Pin Code : 700068

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	4 Katha 4 Chatak 16 Sq Ft		2,49,92,500/-	Property is on Road Adjacent to Metal Road,
Grand Total :				7.0492Dec	0 /-	249,92,500 /-	



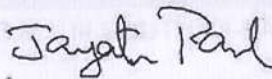
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr MADHAB CHANDRA PAUL Son of Late RADHA GOBINDA PAUL Executed by: Self, Date of Execution: 02/12/2022 , Admitted by: Self, Date of Admission: 02/12/2022 ,Place : Office			
	02/12/2022	LTI 02/12/2022	02/12/2022	
17, SUREN TAGORE ROAD, City:- , P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South24-Parganas, West Bengal, India, PIN:- 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx6D, Aadhaar No: 90xxxxxxxx0174, Status :Individual, Executed by: Self, Date of Execution: 02/12/2022 , Admitted by: Self, Date of Admission: 02/12/2022 ,Place : Office				
2	Name Mrs JAYATI PAUL (Presentant) Wife of Mr MADHAB CHANDRA PAUL Executed by: Self, Date of Execution: 02/12/2022 , Admitted by: Self, Date of Admission: 02/12/2022 ,Place : Office			
	02/12/2022	LTI 02/12/2022	02/12/2022	
17, SUREN TAGORE ROAD, City:- , P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South24-Parganas, West Bengal, India, PIN:- 700019 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AKxxxxxx9B, Aadhaar No: 31xxxxxxxx1768, Status :Individual, Executed by: Self, Date of Execution: 02/12/2022 , Admitted by: Self, Date of Admission: 02/12/2022 ,Place : Office				



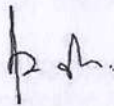
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	DEEPAJ CONSTRUCTION PRIVATE LIMITED 48/1A, SURESH SARKAR ROAD, City:- , P.O:- ENTALLY, P.S:-Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700014 , PAN No.:: AAxxxxxx9P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs JAYATI PAUL Wife of Mr MADHAB CHANDRA PAUL Date of Execution - 02/12/2022, , Admitted by: Self, Date of Admission: 02/12/2022, Place of Admission of Execution: Office			
		Dec 2 2022 12:50PM	LTI 02/12/2022	02/12/2022
17, SUREN TAGORE ROAD, City:- , P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx9B, Aadhaar No: 31xxxxxxxx1768 Status : Representative, Representative of : DEEPAJ CONSTRUCTION PRIVATE LIMITED (as DIRECTOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr BAPI DAS Son of Late SUNIL DAS ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
	02/12/2022	02/12/2022	02/12/2022
Identifier Of Mr MADHAB CHANDRA PAUL, Mrs JAYATI PAUL, Mrs JAYATI PAUL			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr MADHAB CHANDRA PAUL	DEEPAJ CONSTRUCTION PRIVATE LIMITED-3.52458 Dec
2	Mrs JAYATI PAUL	DEEPAJ CONSTRUCTION PRIVATE LIMITED-3.52458 Dec

Endorsement For Deed Number : I - 160318395 / 2022

On 02-12-2022

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

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

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

Presented for registration at 10:53 hrs on 02-12-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mrs JAYATI PAUL , one of the Executants.

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 2,49,92,500/-

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

Execution is admitted on 02/12/2022 by 1. Mr MADHAB CHANDRA PAUL, Son of Late RADHA GOBINDA PAUL, 17, SUREN TAGORE ROAD, P.O: BALLYGUNGE, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession Business, 2. Mrs JAYATI PAUL, Wife of Mr MADHAB CHANDRA PAUL, 17, SUREN TAGORE ROAD, P.O: BALLYGUNGE, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession Business

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

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

Execution is admitted on 02-12-2022 by Mrs JAYATI PAUL, DIRECTOR, DEEPRAJ CONSTRUCTION PRIVATE LIMITED (Private Limited Company), 48/1A, SURESH SARKAR ROAD, City:- , P.O:- ENTALLY, P.S:-Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700014

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/11/2022 12:14PM with Govt. Ref. No: 192022230196295588 on 30-11-2022, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 0186575447239 on 30-11-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 40,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 16169, Amount: Rs.50.00/-, Date of Purchase: 17/11/2022, Vendor name: SUBHANKAR DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/11/2022 12:14PM with Govt. Ref. No: 192022230196295588 on 30-11-2022, Amount Rs: 40,020/-, Bank: SBI EPay (SBlePay), Ref. No. 0186575447239 on 30-11-2022, Head of Account 0030-02-103-003-02



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 598517 to 598535
being No 160318395 for the year 2022.



Dhar

Digitally signed by Debasish Dhar
Date: 2022.12.06 11:20:42 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/12/06 11:20:42 AM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)