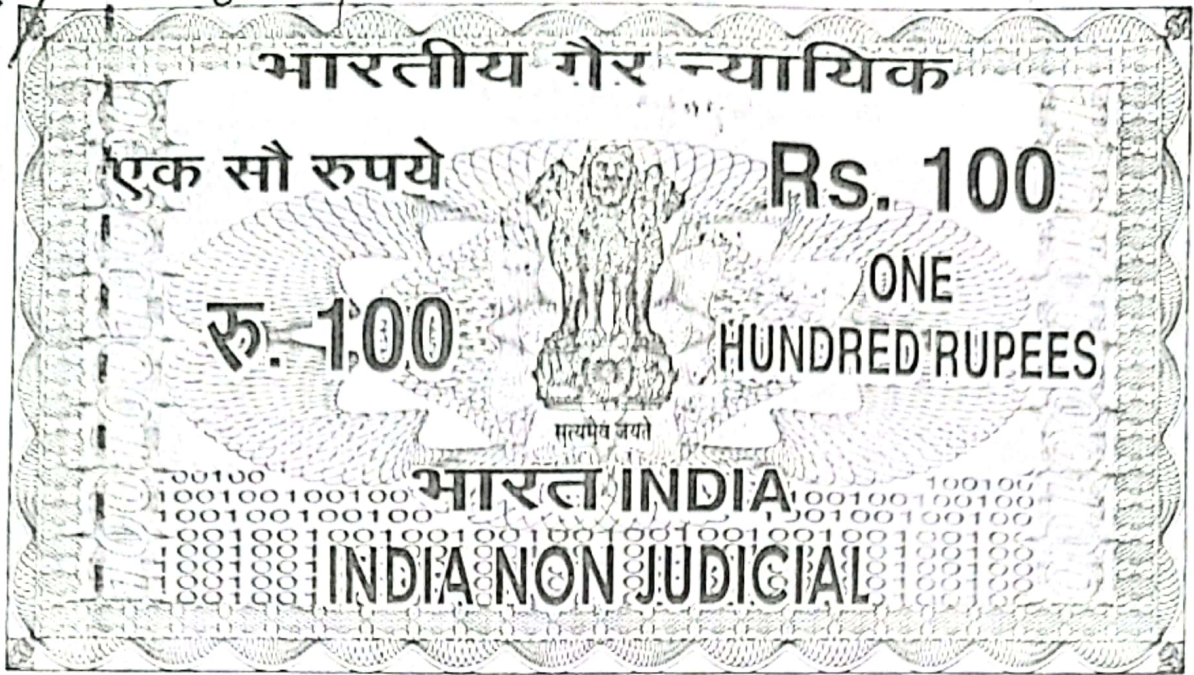


8020/22

D. 8033/2022



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AG 680339

12/04/2022
8/16

Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

Addl. District Sub-Registrar
Behala, South 24 Parganas

8 JUN 2022

SUPPLEMENTARY

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on the 8th day of June,

Two Thousand Twenty Two (2022) A.D.

BETWEEN

SMT. NAYNA DEY SARKAR, (PAN No.AYOPD1547R), (Aadhaar No.2315 87616724), W/o. Lt. Debasish Dey Sarkar, by occupation - Housewife, both Nationality - Indian, by faith- Hindu, both residing at 121, Sodepur Brick Field Road,

02/1410136/2

21 JAN 2022

30862

No.....Rs.-100/- Date.....

Name: **B.C. LAHIRI**
Advocate

Address: Allpore Judge's Court, Kol-27
Allpore Collectorate, 24 Pgs.(S)

SANKAR DAS
STAMP VENDOR

Allpore Judge Court, Kol-27

[Handwritten signature]

Stamp
Registered
Volume
bein



[Handwritten mark]

A.D.S.R
28 JUN 2022
Dist. - Surma 25 Pgs.

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1607-2022, Page from 257572 to 257597
being No 160708033 for the year 2022.



Digitally signed by ASIS KUMAR DUTTA
Date: 2022.06.10 13:16:09 +05:30
Reason: Digital Signing of Deed.

(Asis Kumar Dutta) 2022/06/10 01:16:09 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

(This document is digitally signed.)

10/06/2022 Query No:-16072001410136 / 2022 Deed No :I - 160708033 / 2022, Document is digitally signed.

Page 26 of 26

Major Information of the Deed

Deed No :	I-1607-08033/2022	Date of Registration	08/06/2022
Query No / Year	1607-2001410136/2022	Office where deed is registered	
Query Date	13/05/2022 10:30:25 AM	A.D.S.R. BEHALA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Sandip Shee Thana : Behala, District : South 24-Parganas, WEST BENGAL, PIN - 700061, Mobile No. : 9804503994, Status :Deed Writer		
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/-	Rs. 14,86,798/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,020/- (Article:48(g))	Rs. 21/- (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:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sodepur Brick Field Road, , Premises No: 222A, , Ward No: 122 Pin Code : 700082

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	3 Katha 4 Chatak	1/-	14,62,498/-	Width of Approach Road: 14 Ft.,
Grand Total :				5.3625Dec	1/-	14,62,498 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	24,300/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tin Shed, Extent of Completion: No door and windows					
Total :		100 sq ft	1/-	24,300 /-	



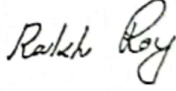
Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	NAYNA DEY SARKAR (Presentant) Wife of Late Debasish Dey Sarkar Executed by: Self, Date of Execution: 08/06/2022 , Admitted by: Self, Date of Admission: 08/06/2022 ,Place : Office	 08/06/2022	 LTI 08/06/2022	 08/06/2022
121, Sodepur Brick Field Road, City:- , P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AYxxxxxx7R, Aadhaar No: 23xxxxxxxx6724, Status :Individual, Executed by: Self, Date of Execution: 08/06/2022 , Admitted by: Self, Date of Admission: 08/06/2022 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Siddhivinayak Construction 72/58,, Taramoni Ghat Road, City:- , P.O:- Paschim Putiary, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041 , PAN No.:: AKxxxxxx2L,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
	RAKHI ROY Wife of Saurajit Roy Date of Execution - 08/06/2022, , Admitted by: Self, Date of Admission: 08/06/2022, Place of Admission of Execution: Office	 Jun 8 2022 12:06PM	 LTI 08/06/2022	 08/06/2022
72/58, Taramoni Ghat Road, City:- , P.O:- Paschim Putiary, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx2L, Aadhaar No: 47xxxxxxxx7103 Status : Representative, Representative of : Siddhivinayak Construction (as Proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Sandip Shee Son of M K Shee Parul Das Para Road, City:- , P.O:- Sarsuna, P.S:-Behala, District:-South 24- Parganas, West Bengal, India, PIN:- 700061			
	08/06/2022	08/06/2022	08/06/2022
Identifier Of NAYNA DEY SARKAR, RAKHI ROY			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	NAYNA DEY SARKAR	-5.3625 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	NAYNA DEY SARKAR	Siddhivinayak Construction-100.00000000 Sq Ft

Endorsement For Deed Number : I - 160708033 / 2022

On 06-06-2022

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 14,86,798/-



Asis Kumar Dutta

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BEHALA

South 24-Parganas, West Bengal

On 08-06-2022

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 12:01 hrs on 08-06-2022, at the Office of the A.D.S.R. BEHALA by NAYNA DEY SARKAR ,Executant.

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

Execution is admitted on 08/06/2022 by NAYNA DEY SARKAR, Wife of Late Debasish Dey Sarkar, 121, Road: Sodepur Brick Field Road, , P.O: Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by Profession House wife

Identified by Sandip Shee, , , Son of M K Shee, Road: Parui Das Para Road, , P.O: Sarsuna, Thana: Behala, , South 24 -Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by profession Business

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

Execution is admitted on 08-06-2022 by RAKHI ROY, Proprietor, Siddhivinayak Construction (Sole Proprietorship), 72/58,, Taramoni Ghat Road, City:- , P.O:- Paschim Putiary, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041

Identified by Sandip Shee, , , Son of M K Shee, Road: Parui Das Para Road, , P.O: Sarsuna, Thana: Behala, , South 24 -Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/06/2022 10:12PM with Govt. Ref. No: 192022230044962801 on 07-06-2022, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKT8919368 on 07-06-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 4,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 680339, Amount: Rs.100/-, Date of Purchase: 21/01/2022, Vendor name: SUBHANKAR DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/06/2022 10:12PM with Govt. Ref. No: 192022230044962801 on 07-06-2022, Amount Rs: 4,920/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKT8919368 on 07-06-2022, Head of Account 0030-02-103-003-02



Asis Kumar Dutta
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

P.O. & P.S. Haridevpur, Kolkata - 700082, District 24-Parganas (South), hereinafter called and referred to as the 'OWNER' (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators and legal representatives and assigns) party of the FIRST PART.

MRS. RAKHI ROY, (PAN no. AKJPR3212L), Aadhaar No.4777 4241 7103), (Ph. No.9007045711), wife of Mr. Saurajit Roy, by faith- Hindu, by Nationality Indian, by occupation- Business, Presently residing at 72/58, Taramoni Ghat Road "Swapno Neer(3)" Ground floor, P.S.- Haridevpur, P.O.- Paschim Putiary, Kolkata - 700041, as sole proprietor of "M/S. SIDDHIVINAYAK CONSTRUCTION", (PAN No. AKJPR3212L), a sole proprietorship firm, having its registered office at 72/58, Taramoni Ghat Road, "Swapno-Neer (3)", Ground floor, P. S.- Haridevpur, P. O.- Paschim Putiary, Kolkata- 700041, District: South 24-Parganas, hereinafter called and referred to as the 'DEVELOPER/ CONFIRMING PARTY' (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office heirs, executors, administrators and legal representatives and assigns) party of the OTHER PART.

WHEREAS one Subhra Rani Dey Sarkar, W/o. Lt. Shibupada Dey Sarkar was the sole and absolute owner and possessor in respect of land at Mouza - Saiyedpur, Pargana - Khaspur, J.L. No. 12, Touzi No.8, P.S. Behala, under C.S. & R.S. Khatian No.532 comprised in C.S. & R.S. Dag No.393/708, measuring 3 K - 14 Ch. out of 4 K - 0 Ch. more or less AND C.S. & R.S. Khatian No.407 comprised in C.S. & R.S. Dag No.424 measuring 4 K - 13 Ch. out of 5 K - 0 Ch. more or less totally two Dags and two Khatian she possessing and enjoying finally physically total land area 8 cottahs 11 chittaks out of i.e. 9 cottahs within the limits of the Kolkata Municipal Corporation Ward No. 122, District : South 24-Parganas by way of purchased bengali Kobala Deed was registered in the Office of the sub-Registrar at

Alipore and recorded in Book No.1, Being No. 1257 for the Year 1975 from Binod Bihari Das and others.

AND WHEREAS one Subhra Rani Dey Sarkar gifted her property daughter-in-law **Smt. Nayna Dey Sarkar** measuring **3 K - 4 Ch.** lying and situate at Mouza - Saiyedpur, Pargana - Khaspur, J.L. No. 12, Touzi No.8, R.S. No.28, under R.S. Khatian No.532, comprised in R.S. Dag No.393/708, 424, by way of Gift Deed was registered in the Office of the A.D.S.R. Behala and recorded in Book No.1, CD Volume No.1607-2021, pages 324104 to 324126, Being No. 8901 for the Year 2021.

AND WHEREAS in the premises said Owner became the absolute and lawful owner of ALL THAT piece or parcel of bastu land measuring **3 K - 4 Ch.** lying and situate at Mouza - Saiyedpur, Pargana - Khaspur, J.L. No. 12, Touzi No.8, R.S. No.28, under R.S. Khatian No.532, comprised in R.S. Dag No.393/708, 424, Previous Premises No.125, Sodepur Road, Ward no.122, under Police Station-Thakurpukur now Haridevpur, Kolkata- 700082, District 24-Parganas (South).

AND WHEREAS one **Smt. Nayna Dey Sarkar** (owner herein) as lawful owner, she decided agreed to construct a Multi-storied building she execute a Development Agreement, dated 11.08.2021 duly registered in the Office of A.D.S.R. Behala and recorded in Book No.1, CD Volume No.1607/2021, Being Deed No.160709089, for the year 2021, to the said property as a attorney and development rights and appurtenances thereto represented to her through her law full constitute attorney namely Mrs. Rakhi Roy.

AND WHEREAS as such lawful Owner said **Smt. Nayna Dey Sarkar** got a property his name mutated in the assessment records of the Kolkata Municipal Corporation and constructed a temporary residential structure (R.T. shed) into and over the said plot of land or part thereof which property separately assessed, that the actual hon'ble Assessor Collector physical inspection agreed and recommended to

actual property location issued a known and numbered as **Premises No. 222A**, Sodepur Brick Field Road, Ward no.122, Assessee No.41-122-13-1187-9, P.S. Haridevpur, Kolkata - 700082. That at present physically obtain/ hold/ possessing and enjoying the said property and pay assual rent & taxes.

AND WHEREAS said **Smt. Nayna Dey Sarkar** and other again decided to implement their said desire to the developing the said premises & said property by construction of new building for residential Flats use and for that purpose the **First Part** entered into this Agreement with the **DEVELOPER** of the **OTHER PART** named "**M/S. SIDDHIVINAYAK CONSTRUCTION**", a Sole proprietorship Firm, having its Registered Office at having its registered office at 72/58, Taramoni Ghat Road, "Swapno-Neer (3)", Ground floor, P. S.- Haridevpur, P. O.- Paschim Putiary, Kolkata-700041, represented by **MRS. RAKHI ROY**, who has offered to develop the "**said premises**" at their own costs, expenses, risks and consequences and on such terms and conditions as are mentioned herein after consequences and on such terms and conditions as are mentioned hereinafter.

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

DEFINITIONS

In these presents unless there is anything repugnant to or inconsistent with.

- A. **OWNER** : shall mean **SMT. NAYNA DEY SARKAR**, W/o. Lt. Debasish Dey Sarkar, by occupation - Housewife, residing at 121, Sodepur Brick Field Road, P.O. & P.S. Haridevpur, Kolkata - 700082, which include his heirs, executors, administrators, successors, legal representatives and/or permitted assigns.
- B. **DEVELOPER** : shall mean "**M/S. SIDDHIVINAYAK CONSTRUCTION**" represented by **MRS. RAKHI ROY**, wife of Mr. Saurajit Roy, by occupation- Business, residing at 72/58, Taramoni Ghat Road "Swapno Neer(3)" Ground

floor, P.S.- Haridevpur, P.O.- Paschim Putiary, Kolkata - 700041, which includes its successors-in-office.

- C. **PROPERTY :** shall mean ALL THAT piece or parcel of bastu land measuring 3 K - 4 Ch. lying and situate at Mouza - Saiyedpur, Pargana - Khaspur, J.L. No. 12, Touzi No.8, R.S. No.28, under R.S. Khatian No.532, comprised in R.S. Dag No.393/708, 424, mutated her name before the Kolkata Municipal Corporation (S.S. Unit) at **Premises No. 222A, Sodepur Brick Field Road, Ward no.122, Assessee No.41-122-13-1187-9, P.S. Haridevpur, Kolkata - 700082, Additional District Sub Registry Office at Behala, District South 24-Parganas, morefully described in the SCHEDULE- 'A' hereunder written.**
- D. **BUILDING :** shall mean the proposed G+III storied AND otherwise/or **Straight - III storied** building to be constructed on the said property according to the drawings, plans and specifications to be sanctioned by the K.M.C. and constructed in conformity with the details of specification given hereunder.
- E. **OWNER'S ALLOCATION :-** BUILDING shall mean the proposed building to be constructed on the said premises in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation.

G+III storied building Owner shall get total FAR consisting of 50% of Shop Room and 50% of Garage on the Ground floor AND Entire Second floor, AND 2 BHK, 1 no of Flat on the Third floor, AND otherwise/ or Straight-III storied building Owner shall get 50% of Shop Room, on the Ground floor AND Entire Second floor of the said building total F.A.R. as decided by the both parties as per K.M.C. sanctioned Building Plan after vacant possession together with proportionate share of land and common areas, facilities and amenities including the open spaces and premises as per sanction building plan

to be sanctioned by the K.M.C authority. Also the owner shall get only 1 (one) no of Flat with inside wall fully coloured from the Developer's end and remaining flats allocated to the owner will be of plaster of parish, said Owner's allocation has been more fully described in the SCHEDULE- 'B' hereunder written.

ALTERNATIVE ACCOMMODATION TO THE OWNERS FIRST PART: The Developer shall arrange and bear all the expenses Rs.5,000/- (five thousand) per month to be provide alternate suitable accommodation of the First Party as acceptable to the Owner for the period from the delivery of vacant possession of the said premises to the Developer till handed over of the **Owners' Allocation** in the new proposed **Multi storied Building** and the said shifting charge shall pay by the developer in advance.

F. DEVELOPER'S ALLOCATION : The **G+III storied** building Developer shall get remaining portion of 50% of the Shop Room, 50% of the Garage AND Entire total First floor AND 2 BHK & 1 BHK, 2 nos of Flat of the Third floor, **AND** otherwise/ or **Straight-III storied** building Developer shall get of 50% of the Shop Room, 100% of the Garage AND Entire total First floor the total F.A.R. constructed area **AND** the owner shall pay to developer **Non refundable** a sum of Rs.1,25,000/- (Rupees one lac twenty five thousand) only at the time of execution after completion before of the owner possession of the said proposed buildings at said Premises within limit of KMC as per sanction building plan to be sanctioned by the K.M.C authority, as per Developer allocation has been more fully described in the **SCHEDULE - 'C'** hereunder written.

G. DEMOLITION AND DEBRIS : The Developer shall at their risk and responsibility shall demolish the existing Building and cleared the entire portion by erecting Boundary Wall in all sides at his own cost. The value of the Debris shall belong to the Developer.

- H. ARCHITECT : shall mean such person or firm who shall be appointed by the Developer in consultation with the consent and approval of the Owner for designing and planning the building on the said property.
- I. BUILDING PLAN shall mean and include drawings, plans and specifications for the construction of the said building duly sanctioned by the K.M.C. and shall include renewal or amendment thereto and/or modification thereof made or caused by the Developer after approval and duly signed by the Owner / their authorized representatives/ attorneys or other Government Authority. The Developer shall bear the costs and expenses for the purposes.
- J. COMMON AREAS, FACILITIES AND AMENITIES shall mean the common space like stairs, passage, landings, water pump with tank, sewerage, septic tank, outside wall of the building, boundary wall, roof, lift etc.
- K. TRANSFERABLE SPACE shall mean the space in the new building available for common facilities and the space required thereof after providing the Owner's Allocation in the manner hereinafter provided.
- L. TRANSFER shall mean transfer as defined in transfer of property ACT, 1982.
- M. TRANSFeree shall mean the Purchaser being a person, firm, limited company, association of persons to whom any space in the building to be transferred.
- N. UNIT shall mean the residential flat/ apartment/ Shop/ Garage/ Semi Commercial Space in the new building.
- O. CAR PARKING SPACE shall mean the area allotted /demarcated space for parking cars within the premises.

OWNERS' RIGHTS & OBLIGATIONS

- 2.1 The Owner would have to vacate possession of the said property to the Developer within 30 (Thirty) days from the date of sanction of the building plan by the K.M.C.
- 2.2 The Owner hereby give license and permissions to the Developer to enter upon the land with full right and authority with men and materials to commence, carry on and complete the development and construction thereon the multi-storied building in accordance with the particulars given hereunder.
- 2.3 The Owner agrees and shall sign and execute from time to time all deeds, papers, documents, plans, applications for the development of the said building and other applications necessary to be submitted to the authorities concerned at the request of and at the cost of the Developer. After Power of Attorney all the Signature Should be done by the developer in favour of the owners.
- 2.4 The Owner shall be kept fully indemnified by the Developer against and all losses, damages, costs, charges, expenses, claims or proceedings relating to the development of the said land thereof, arising out of any act or omission of the developer or for violation of any claims, rules and regulations or due to accident or mishap, fire, death or injury to any worker or person who is engaged in the construction site or arising from any other way whatsoever And all the responsibilities shall lie with the developer.
- 2.5 The said development work and construction of the multi-storied building and handing over the possession of the Owner's allocation in the proposed building should be completed within 24 (Twenty Four) months from the date of sanctioning the building plan by the K.M.C. or handing over the vacant

possession by the owners, whichever is later with a grace period of 6 (six) months.

- 2.6 Any non-compliance of any of the terms and conditions or any breach of this presents or non-compliance of any of the statutory obligation in relations to the said development and construction of the said premises, this agreement will stand terminated on the part of the Owner after giving thirty days' notice to the Developer.
- 2.7 The owner shall not object to any construction or laying of sewage, drainage, water pipes, cables or other provisions made in accordance with the law and in accordance with sanctioned plan and scheme of construction of the said multi-storied building.
- 2.8 The developer shall hand over the possession of the owner's allocation first and thereafter any other purchaser/ purchasers of the flat in the said building.
- 2.9 The Owner shall not in any manner encumber, sell, mortgage, transfer, lease or let out or otherwise deal with the property during the period of this agreement.

DEVELOPER'S RIGHT AND OBLIGATIONS

- 3.1 The Developer hereby agrees and undertakes to obtain necessary sanctions and permission for constructing a multi-storied building on the said premises after demolishing the existing structures after complying all statutory provisions in relation to such development and construction work .All the expenses for the purpose shall be incurred by the Developer.
- 3.3 The Developer shall after demolishing the existing structures, construct a multi-storied building in accordance with the plan to be sanctioned by the K.M.C and according to the specification and particulars given hereunder and the debris of

the same will be the property of the developer and the same shall be deal by the developer at its discretion.

- 3.5 The Developer would acquire no right, title and interest in the said premises that is proposed to be constructed by the Developer apart from the rights, privileges and licenses that might be granted by the Owner under the Power-of-Attorney to be executed by the Owner in favour of the Developer to enable him to carry out the purposes and objects of these presents and to enter into agreements for Sale only for developers Allocation.
- 3.6 After giving possession to the Owner's of the agreed Owner's Allocation in the said multi-storied building completed in all respect, the Developer shall be at liberty to allot any of the flats or apartments or car parking spaces, shop in the said multi-storied building to be constructed except the Owner's allocation and give possession to any such units or flats or car parking spaces .
- 3.7 On and from the date of execution of Development Agreement the Developer shall pay and discharge all taxes, outgoings, rates, and all other levies by the K.M.C or public Body or any other authority in relation to the said premises till the date of handing over the owners allocation. The Developer shall also pay all the electricity charges from the date of taking vacant possession of the said property.
- 3.8 The said development work and construction of the multi storied building should be carried out under the direct supervision and in the presence of the developer and the developer's presence at the site of construction is a condition of this agreement. However for the purpose of the said development and construction, the Developer may take the assistance of architects, building contractors and others but the work should be carried out under the direct physical supervision of the Developer or his duly authorized person or persons.

3.9 After demolishing the existing structures, the doors, windows and other materials or articles in relation to the demolished structures will be the property of the Developer and the Owner shall not claim or demand any sort of right or ownership therein.

3.10 The Developer can use the existing meter connection and water connection if any in the said premises for the said project.

3.11 The Developer shall on completion of the construction of the said multi-storied building in all respect give notice to the Owner's in writing to take possession of the Owner's allocation failing which it will be assumed that the physical possession is taken by the Owners.

3.12 All the original Documents relating to the said property including the title deeds shall be handed over by the owner to the developer at the time of execution of these present on accountable receipt.

3.13. All disputes and differences by and between the Parties hereto in any way touching this Agreement or relating hereto or arising out here from shall be referred by the Parties to the arbitration of such person or persons as be mutually decided by the Parties. The seat of arbitration shall be at Kolkata. The Arbitrator/ Arbitrators so appointed shall be entitled to give interim awards/ directions and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with all modifications thereof made from time to time. The awards/directions of the Arbitrator/ Arbitrators shall be final and binding.

FORCE MAJURE

The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the force majeure that is flood, tempest, riot, earthquake, severe natural calamities, strike or other act or commission beyond the control of the parties hereto.

SCHEDULE OF LAND 'A' ABOVE REFERRED TO
(DESCRIPTION OF THE SAID PREMISES)

ALL THAT piece or parcel of bastu land measuring 3 K - 4 Ch. lying and situate at Mouza - Saiyedpur, Pargana - Khaspur, J.L. No. 12, Touzi No.8, R.S. No.28, under R.S. Khatian No.532, L.R. Khatian No.2463, comprised in R.S. & L.R. Dag No.393/708, 424, mutated her name before the Kolkata Municipal Corporation (S.S. Unit) at Premises No. 222A, Sodepur Brick Field Road, Ward no.122, Assessee No.41-122-13-1187-9, P.S. Haridevpur, Kolkata - 700082, at present Additional District Sub Registry Office at Behala at Alipore, District of South 24 Parganas. It is butted and bounded as follow :-

ON THE NORTH : Ashish Dey Sarkar ;
ON THE SOUTH : House of Sudhir Kr. Das ;
ON THE EAST : House of Kali Charan Das ;
ON THE WEST : 14'-0" Wide Sodepur Brick Field Road ;

SCHEDULE 'B' ABOVE REFERRED TO
(Owner's Allocation)

BUILDING shall mean the proposed building to be constructed on the said premises in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation.

G+III storied building Owner shall get total FAR consisting of 50% of Shop Room and 50% of Garage on the Ground floor AND Entire Second floor, AND 2 BHK, 1 no of Flat on the Third floor, AND otherwise/ or Straight-III storied building Owner shall get 50% of Shop Room, on the Ground floor AND Entire Second floor of the said building total F.A.R. as decided by the both parties as per K.M.C. sanctioned Building Plan after vacant possession together with proportionate share of land and common areas, facilities and amenities including the open spaces and premises as per sanction building plan to be sanctioned by the K.M.C authority. Also the owner shall get only 1 (one) no of Flat with inside wall fully coloured from the Developer's end and remaining flats allocated to the owner will be of plaster of parish.

SCHEDULE 'C' ABOVE REFERRED TO
(Developer's Allocation)

The G+III storied building Developer shall get remaining portion of 50% of the Shop Room, 50% of the Garage AND Entire total First floor AND 2 BHK & 1 BHK, 2 nos of Flat of the Third floor, AND otherwise/ or Straight - III storied building Developer shall get of 50% of the Shop Room, 100% of the Garage, on the Ground floor AND Entire total First floor the total F.A.R. constructed area AND the owner shall pay to developer Non refundable a sum of Rs.1,25,000/- (Rupees one lac twenty five thousand) only at the time of execution after completion before of the owner possession of the said proposed buildings at said Premises within limit of KMC as per sanction building plan to be sanctioned by the K.M.C authority.

IN WITNESS WHEREOF the parties hereto do hereby set and subscribed their respective hands and seals to these presents the day, month and year first above written.

SIGNED AND DELIVERED
by the Principals in the presence of

WITNESSES:-

1. *Sangjit Das*
Taramoni Ghat Road
Kcl - 61

2. *Sandip Mee*
Bani Das Para Road
Kcl - 61

Nayna Dey Sarkar
Sig. of the OWNER












SIDDHI VINAYAK CONSTRUCTION
Rakhi Roy
Proprietor
Sig. of the DEVELOPER

Drafted By:-
Bimal Ch. Lahiri
BIMAL CH. LAHIRI, M.A., LL.B.
Advocate
Alipore Judges Court
Kolkata-700 027
Enrolment No.- WB/298/82

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					












Name

Signature

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name Nayna Dey Sarkar

Signature Nayna Dey Sarkar

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

SIDDHI VINAYAK CONSTRUCTION
Name

Signature Rakhi Roy

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name

Signature