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DEVELOPMENT AGREEMENT

March, Two Thousand Nineteen (2019) A.D.

নং ১৮ তাং ১১/১৮১ মূলা প্রত্ত ক্রেডার নাম Souvik Bhattachayee সাং P65 Senhati Colony Rehala Kol-34, ভেতার মাকা ২০০০ জ্বার সেইল্লেল্ডিলি

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BETWEEN SRI TAPAN NANDI, PAN - ABSPN2440C, son of Late Amulya Krisna Nandi, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 26, Russa Road South, 2nd Lane, Post Office - Tollygunge, Police Station - Jadavpur, Kolkata - 700033, hereinafter called and referred to as the "OWNER" (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) of the FIRST PART.

AND

SRI SOUVIK BHATTACHARJEE, PAN - AXXPB2387F, son of Sri Sukhen Bhattacharjee, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at Galaxy Tower, P-65, Senhati Colony, Post Office - Behala, Police Station - Behala, Kolkata - 700034, hereinafter called and referred to as the "DEVELOPER" (which expression shall



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South 24 Parganas Kolkata- 700027 unless excluded by or repugnant to the context hereto be deemed to include its executors, administrators, successors-in -office, legal representatives and/or assigns) of the **SECOND PART**.

WHEREAS by a Bengali Deed of Kobala dated 23.02.1948 registered in Book No. I, Volume No. 27, Pages from 11 to 17, Being No. 649 for the year 1948 in the office of the District Registrar at Alipore one SM. CHAPALA DEVI and one JYOTISH CHANDRA ROY for the consideration mentioned therein absolutely sold, transferred and conveyed all that piece and parcel of rent free land together with the right of way over the 16 ft. wide Road on the South and Western side thereof measuring 04 Cottahs more or less comprised in C.S. Dag Nos. 566, 563, 565 & 567 in Khatian No. 772 in Mouza - Chandpur being Premises No. 279 Russa Road South (formerly known and numbered as Premises No. 204, Russa Road and previously thereto known and numbered as Premises No. 22, Russa Road East of Tollygunge Municipality particularly described in the Schedule

thereunder and written in favour of said SM. KANANBALA SEN, said SM. APARNABALA SEN, SM. PADMALATA KAR and SM. KANCHANMALA KAR jointly.

AND WHEREAS by virtue of the purchase aforesaid by the said Bengali Deed of Kobala dated 23.02.1948 each of the said KANANBALA SEN, APARNA BALA SEN, PADMALATA KAR and SM. KANCHANMALA KAR had become jointly absolutely seized and possessed of the said piece or parcel of land measuring 04 Cottahs more or less comprised in C.S. Plot Nos. 566, 563, 565 & 567, in the said Premises No. 279, Russa Road South Kolkata - 700033, in equal one fourth share each.

AND WHEREAS since the purchase of the said land by the said Bengali Deed of Kobala dated 23.02.1948 the said land has become reassessed by the Corporation of Kolkata - 700033 and known and numbered as Premises No. 19, Russa Road South Second Lane, Kolkata - 700033.

AND WHEREAS by an Indenture of Conveyance dated 13.09.1963 registered in the office of the Registrar of Kolkata and entered in the Book No. I, Volume No. 146, Pages from 245 to 251, being No. 5607 for the year 1963 said APARNABALA SEN for the consideration mentioned therein absolutely sold, conveyed, transferred and assigned her undivided one fourth share in the said Premises No. 19, Russa Road South Second Lane, Kolkata - 700033 to the said KANANBALA SEN.

AND WHEREAS since purchase aforesaid, the said KANANBALA SEN become entitled to undivided one-half share in the said property of 19, Russa Road South Second Lane, Kolkata - 700033.

AND WHEREAS by a Bengali Deed of Gift dated 27.02.1978 and registered before the District Registration Office at Alipore in Book No. I, Volume No. 23, Pages from 141 to 143, being No. 746 for the year 1978, the said KANANBALA SEN absolutely granted, conveyed and

transferred her said undivided one-half share in the said Premises No. 19, Russa Road South Second Lane, Kolkata - 700033 by way of Gift to her two great grandsons, said SRI SWAPAN NANDI AND SRI TAPAN NANDI (the Land-Owner/First Party herein).

AND WHEREAS in the premises each of the said SRI SWAPAN NANDI AND SRI TAPAN NANDI had become absolutely entitled to the said Premises No. 19, Russa Road South Second Lane, Kolkata - 700033 in equal undivided one-fourth share each.

AND WHEREAS the said KANCHANMALA KAR died intestate on 17.09.1982 leaving her surviving by SRI ARUNESH KAR, SRI DEBESH KAR AND SRI TAPESH KAR her three sons and SM. ARUNA DUTTA wife of Amarnath Dutta, SM. ANITA DHAR, wife of Sri Adhir Dhar AND SM. AMITA NANDI, wife of Dr. Dalim Kumar Nandi her three daughters as her heirs and legal representatives.

AND WHEREAS upon the death of the said KANCHAN MALA KAR her undivided one-fourth share in the said Premises No. 19, Russa Road South Second Lane, Kolkata-700033 devolved upon the said ARUNESH KAR, DEBESH KAR, TAPESH KAR, ARUNA DUTTA, ANITA DHAR AND AMITA NANDI, jointly to the extent of equal one-sixth share each out of KANCHAN MALA KAR'S undivided one-fourth share in the said Premises No. 19, Russa Road South Second Lane, Kolkata - 700033.

AND WHEREAS by a Deed of Gift dated 14.10.1982, Regn. No. 9196 registered in the office of the Registrar of Kolkata the said ARUNA DUTTA, ANITA DHAR AND AMITA NANDI absolutely granted, conveyed and transferred their undivided shares in the said Premises No. 19, Russa Road South Second Lane, Kolkata - 700033 by way of gift to their brothers namely ARUNESH KAR, DEBESH KAR AND TAPESH KAR.

AND WHEREAS in the Premises said ARUNESH KAR,

DEBESH KAR AND TAPESH KAR had become jointly absolutely entitled to the Late Kanchanmala Kar's undivided one-fourth share in the said Premises No. 19, Russa Road South Second Lane, Kolkata - 700033 in equal one-fourth share each.

AND WHEREAS by a Bengali Deed of Kobala dated 15.12.1982 registered in Book No. I, Volume No. 418, Pages from 197 to 209, being No. 16461 for the year 1982 in the Office of the District Sub-Registrar at Alipore, the said PADMALATA KAR (owner of undivided one-fourth share in the said Premises No. 19, Russa Road South Second Lane, Kolkata - 700033) and the said Arunesh Kar, Debesh Kar and Tapesh Kar (joint owners of undivided one-fourth share in the said Premises No. 19, Russa Road South Second Lane, Kolkata - 700033) for the consideration mentioned therein absolutely sold, transferred; conveyed and assigned their undivided one-half share in the said Premises No. 19, Russa Road South Second Lane, Kolkata - 700033 in favour of the said Swapan Nandi and Tapan Nandi being paid by Late

Amulya Krishna Nandy, father of Sri Swapan Nandi and Sri Tapan Nandi.

AND WHEREAS by virtue of the purchase aforesaid by the said Bengali Deed of Kobala dated 15.12.1982 each of the said Swapan Nandi and Tapan Nandi became jointly entitled to the said piece and parcel of land measuring 04 Cottahs more or less in the said Premises No. 19, Russa Road South Second Lane, Kolkata - 700033 in undivided one-half share each.

AND WHEREAS one or about 29.01.1993 the said KANANBALA SEN died and before the death of the said KANANBALA SEN on or about 31.12.1987 the said SRI SWAPAN NANDI and SRI TAPAN NANDI made the necessary application before the Kolkata Municipal Corporation for mutation of their names as joint owners in respect of the said premises in the records of Kolkata Municipal Corporation and thereby accepted the gift made by the said KANANBALA SEN in their favour by virtue of the Deed of Gift dated 27.02.1978.

AND WHEREAS by and/or under a Deed of Gift dated 10.08.2015 and registered before the office of D.S.R. - I, South 24 Parganas Alipore in Book No. I, Volume No. 1601-2015, Pages from 29813 to 29847, Being No. 160103119 for the year 2015 the said SRI SWAPAN NANDI as "Donor" inconsideration of love and affection which he had for his brother, transferred and alienated his 50% undivided share of ownership representing 02 Cottahs of land together with structure standing thereon, comprised within the Municipal Premises unto and in favour of said SRI TAPAN NANDI (the Land-Owners/First Party herein) absolutely and for ever and thereby the said SRI TAPAN NANDI (the Land-Owners/First Party herein) became the sole and absolute owner of said ALL THAT piece and parcel of land measuring 4 (four) Cottahs more or less together with R.T. shed Pucca LMENKOstructure standing thereon, lying and situated at Mouza -Chandpur, comprised in C.S. Dag No. 566, 563, 565 & 567 under Khatian No. 772, presently within the limits of the Kolkata Municipal Corporation, Ward No. 94, K.M.C. Premises

No. 19, Russa Road South 2nd Lane, Kolkata - 700033

under Police Station - **Jadavpur**, Sub-Registry Office - Alipore, District - South 24 Parganas, West Bengal.

AND WHEREAS thus said SRI TAPAN NANDI (the Land-Owners/First Party herein) became the sole and absolute owner of said 4 (four) Cottahs more or less together with R.T. shed structure standing thereon, lying and situated at Mouza - Chandpur, comprised in C.S. Dag No. 566, 563, 565 & 567 under Khatian No. 772, presently within the limits of the Kolkata Municipal Corporation, Ward No. 94, under Police Station - Jadavpur, Sub-Registry Office - Alipore, District - South 24 Parganas, West Bengal and thereafter said SRI TAPAN NANDI (the Land-Owners/First Party herein) mutated his name in respect of his said property before the Kolkata Municipal Corporation as K.M.C. Premises No. 19, Russa Road South 2nd Lane vide Assessee No. 210941300200 and during his possession over his said property, said SRI TAPAN NANDI (the Land-Owners/First Party herein) entered into a registered DEVELOPMENT AGREEMENT on 10.12.2015 with a Developer firm namely SRINIVASA PROPERTIES, PAN - ACJFS2538O. a M/S.

Partnership Firm within the meaning of the Indian Partnership Act and represented by its Partners namely (1) SRI TAPAS PAUL, son of Amarnath Paul (2) SRI PUNEET SARAF, son of Late Ratan Lal Saraf and both carrying on business at and/or from Premises No. 37, Jatin Das Road, Ground floor, Police Station - Lake, Post Office - Sarat Bose Road, Kolkata - 700029 for construction of a Multi-Storeyed Building as the "Joint Venture Basis" and the said DEVELOPMENT AGREEMENT was duly registered at the Office of Addl. District Sub-Registrar - Alipore, South 24 Parganas and recorded at Book No. I, Volume No. 1605-2015, Page from 121170 to 121214, Being No. 160508328 for the year 2015 and said SRI TAPAN NANDI (the Land-Owners/First Party herein) also executed and registered a GENERAL POWER OF ATTORNEY in favour of the said (1) SRI TAPAS PAUL, son of Amarnath Paul (2) SRI PUNEET SARAF, son of Late Ratan Lal Saraf - both partners of said SRINIVASA PROPERTIES and the said GENERAL POWER OF ATTORNEY was duly registered on 15.12.2015 at the Office of Addl. District Sub-Registrar-Alipore, South

24 Parganas and recorded at Book No. I, Volume No. 1605-2015, Page from 123415 to 123434, Being No. 160508401 for the year 2015.

AND WHEREAS but unfortunately due to some personal reason, said Developer namely M/S. SRINIVASA PROPERTIES did not proceed for construction of the said Multi Storeyed Building upon the said premises. So the said Developer requested the Land-Owner/First Party herein for cancellation of the said DEVELOPMENT AGREEMENT dt. 10.12.2015 and also to revoke the said registered GENERAL POWER OF ATTORNEY dt. 15.12.2015 and after discussion, both said SRI TAPAN NANDI (the Land-Owners/ First Party herein) and said Developer namely M/S. SRINIVASA PROPERTIES entered into a registered Cancellation of Development Agreement on 06.03.2019 which was duly registered at the Office of Additional District Sub-Registrar- Alipore and recorded at Book No. I, Volume No. 1605-2019, Pages 47390 to 47403, Being No. 160501383 for the year 2019 and the said SRI TAPAN

NANDI (the Land-Owners/First Party herein) also revoked/ cancelled the said GENERAL POWER OF ATTORNEY by executing and registering a REVOCATION OF GENERAL POWER OF ATTORNEY which was duly registered at the Office of Addl. District Sub-Registrar - Alipore and recorded at Book No. IV, Volume No. 1605-2019, Pages 3674 to 3683, Being No. 160500163 for the year 2019 AND since then SRI TAPAN NANDI (the Land-Owners/First Party herein) has been possessing and enjoying his said land measuring 4 (four) Cottahs more or less together with R.T. shed structure standing thereon, lying and situated at Mouza - Chandpur, comprised in C.S. Dag No. 566, 563, 565 & 567 under Khatian No. 772, presently within the limits of the Kolkata Municipal Corporation, Ward No. 94, K.M.C. Premises No. 19, Russa Road South 2nd Lane, Kolkata - 700033 under Police Station - Jadavpur, Sub-Registry Office - Alipore, District - South 24 Parganas, West Bengal (morefully described in the First Schedule hereunder written) by paying the relevant rents/taxes to the appropriate authority concerned free from all sorts of encumbrances.

AND WHEREAS the Owner/First Party herein further intend to raise a G+3 or G+4 storeyed building consisting of different self contained flats/units etc. upon his said premises through a Developer as the 'Joint Venture Basis' and coming to know such desire of the Owner/First Party herein, the Developer/Second Party herein has approached the said Owner/First Party for development of the said Premises (morefully and particularly described in the First Schedule hereunder written, hereinafter referred to as the "said Premises") which the Owner/First Party herein has agreed on the following terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows:-

ARTICLE (I) : DEFINITION :

Unless in this present there is something in this subject or context consistent therewith.

a) PREMISES shall mean the K.M.C. Premises No. 19,

Russa Road South 2nd Lane, Kolkata - 700033 under

Police Station - **Jadavpur**, Sub-Registry Office - Alipore, District - South 24 Parganas, West Bengal (morefully and particularly described in the First hereunder written).

- b) LAND shall mean and include the land comprised in the said premises whereupon the parties hereto proposed to erect the said building at the costs of the Developer.
- building consisting of various residential flats and other structures as may be sanctioned by the Kolkata Municipal Corporation and other appropriate authorities thereto and or modification thereon.
- e) **OWNER** shall include **his** heirs, executors, administrators, legal representatives and/or assigns.
- f) THE DEVELOPER shall include its successors-ininterest and/or assigns.
- g) COMMON AREA AND FACILITIES shall mean the common areas and facilities to be provided in the

building for the use of the occupiers of the flats/units.

OWNER'S ALLOCATION : The Owner/First Party h) herein will get 50% (fifty percent) out of the total sanctioned F.A.R. of the said proposed Building along with **refundable amount** of Rs. **20,00,000/-** (Rupees Twenty Lakhs only) which will be paid by the Developer/Second Party herein to the Land-Owner/ First Party herein as per the **PAYMENT SCHEDULE** as mentioned herein below together with undivided proportionate share of land and along with all other common facilities and amenities of the said K.M.C. Premises No. 19, Russa Road South 2nd Lane, Kolkata - 700033 under Police Station - Jadavpur, District - South 24 Parganas and the said refundable amount will be refunded by the Owner to the Developer herein at the time of getting the owner's allocation.

The Land-Owner/First Party herein will get his Owner's allocation from the **entire** Top floor along with other floors of the said proposed Building.

PAYMENT SCHEDULE

At the time of signing this

Development Agreement

i)

Rs. 20,00,000/-

Total 20,00,000/-

sanctioned F.A.R. of the proposed Building (save and except the Owner's allocation) together with undivided proportionate share of band and along with all other common facilities and amenities of the said K.M.C. Premises No. 19, Russa Road South 2nd Lane, Kolkata - 700033 under Police Station - Jadavpur, District - South 24 Parganas.

In future, if the Developer/Second Party herein get the sanction of G+4 Storeyed Building, then the Land-owner/
First Party herein will get the 50% share of the extra floor and in that case the Land-Owner/First Party herein will bear the 50% construction cost of the said extra floor.

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- j) ARCHITECT shall mean any qualified person or persons or firms appointed or nominated by the Developer for construction purpose of the said premises.
- k) ROOF shall mean and include the entire open space on the roof and/or top of the building.
- l) **ENCUMBRANCES** shall mean charges, liens, lispendense, claims, liabilities, trust, demands, acquisition and requisitions.
- m) **SINGULAR NUMBER** shall include the plural and viceversa.

ARTICLE (II) : DEVELOPER :

The Developer herein shall develop the premises on the terms herein agreed and in the manner as follows:-

a) By obtaining necessary sanction and the permission of the building plan from the K.M.C. and/or other appropriate Govt. Authorities or departments.

- b) By erecting and constructing the said proposed multistoreyed building on the said land consisting of various residential flats.
- The Developer shall obtain sanction of the Building c) Plan from the Kolkata Municipal Corporation in the name of the Owner herein and the total cost and expenses relating to sanction of the said Building Plan will be solely and exclusively borne by the Developer herein. The Developer herein shall construct, erect and complete the Owner' Allocation as well as the said entire Building in accordance with the sanctioned plan and shall be bound to hand over the Owner's Allocation in complete habitable condition within 18 (eighteen) months from the date of sanction of the Building Plan from the competent authority (in case of the G+3 Storeyed Building) with common facilities, amenities on the land and the Developer herein unless prevented by natural calamities or disturbances like flood, earthquake, riot and legal dispute. The Owner' Allocation

will be constructed and completed by the Developer with the materials as mentioned in the Schedule - "E" hereunder written.

Hence it is to be mentioned that in case of the G+4
Storeyed Building, the Developer herein shall be bound to hand over the Owner's Allocation in complete habitable condition within 24 (twenty four) months from the date of sanction of the Building Plan from the competent authority.

- d) By allotting the Owner' Allocation in the manner as stated in this Agreement.
- e) That by virtue of this Agreement, the Developer herein shall have every right to enter into any Agreement for Sale or Deed of Sale or any kind of Deeds/Indenture for sale, convey and transfer of his exclusive allocation i.e. the Developer's Allocation to and in favour any intending purchaser(s) as per its own choice and the Developer herein shall have right to receive earnest

money or entire consideration from the intending purchaser(s) either by Cash or Cheque or any other mode of currency against sale/convey and transfer of its allocation i.e. Developer's Allocation and the said consideration money will exclusively be for the Developer herein. But the Developer herein shall never sell, convey and transfer the Owner' allocation of the said Premises.

3) That by virtue of this Agreement, the Developer herein shall have every right to get sanction of the Building Plan from the Competent Authority in the name of the Owner/First Party herein and all other applications, papers and documents referred to hereinabove shall be submitted by or in the name of the Owner and the entire cost and liabilities will be borne by the Developer herein, to which the Owner shall have no responsibilities.

ARTICLE (III): TITLE

i) The Owner hereby declares that they are the absolute

Owner in respect of the said premises and the same is free from all encumbrances, acquisitions and requisitions and have good and marketable title in respect thereof and there is no impediment of any nature in the development of the said premises and/or entrusting of the work of development to the Developer in the manner as herein agreed. Further the Owner also declares that the whole premises is in her possession and there is no tenant/s or occupier/s other than the Owner and her family members at the said premises.

- ii) The Owner have also represented that the said premises is not affected by the provision of urban land Ceiling and Regulation Act, 1976.
- iii) The Owner shall handover the Xerox copy of the title deed in respect of the said premises to the Developer on accountable receipt before sanctioning of the plan and the Owner will be bound to produce the original title deeds to the Developer for inspection to the intending buyers of the flats as and when required, at

the costs of the Developer with due notice.

- iv) The Owner agreed that after the execution of this Agreement the Owner will not in any manner encumber, mortgage, sale, transfer, let out or otherwise deal with or dispose of the said premises or portion thereof.
- shall be entitled to construct and complete the said building on the said premises and to retain and enjoy the Developer's Allocation therein without any interruption or interference from the Owner or any person or persons lawfully claiming through or under the Owner and the Owner undertakes to indemnify and keep the Developer indemnified against all loss, damages and costs charges and expenses incurred as a result of any breach of this undertaking.
- vii) The Developer undertake to construct the building strictly
 in accordance with the sanctioned plan and undertake
 to pay any damages, penalties and/or compounding

fees payable to the authority or authorities concerned relating to any deviation, without making liable the Owner.

ix) In carrying out the said Development work and/or construction of the said building herein agreed that the Developer undertake to indemnify and keep the Owner indemnified from and against all Third Party's claims or compensations and action due to any act or commission of the Developer or any accident in or related to the construction of the Building.

ARTICLE (IV) : EXPLORATION RIGHT:

of the building in consultation with and approval of the Owner and shall submit the same to the Kolkata Municipal Corporation for the necessary sanction and/or permission and/or clearance and/or approval as may or shall be required for the construction of the said multistoreyed building in the said premises and also to get

the same duly sanctioned and/or approved. The Developer in consultation with the Owner shall be entitled to cause all such changes from time to time or modification to be made in the plan as shall be required by the K.M.C. or the Govt. or any authority as aforesaid or to comply with such sanction, permission, clearance and approval as aforesaid. All costs, expenses and payment and liabilities required for the preparation and sanction of the plan as stated herein above shall be paid and borne by the Developer herein provided always that the Developer shall be entitled to all refunds and/or deposits made by the Developer in connection with obtaining sanctioned plan and other allied work done for the construction.

ii) The Owner shall sign such paper or papers including the swearing of affidavits as may be required for the sanction of the plan of the building, without prejudice to her interest.

- the Owner shall make over the vacant and peaceful possession of the aforesaid premises to the Developer after the sanction of the building plan, for materializing the Building Project.
- the Developer shall abide by all the laws, bye-laws, rules and regulations of the Government, local bodies as the case may be and shall attend to any complication and be responsible for any deviation, violation and the breach of any of the laws, by-laws, rules and regulations, to which the Owner shall have not liabilities.

ARTICLE (V): BUILDING:

the building in or upon the said land strictly in accordance with the sanctioned plan without any hindrance or disturbance by or on behalf of the Owner or any person claiming under him. The Developer shall ensure that the building conforms to class I standard building, met with the best available materials and

provided with facilities as specified in the **Third**Schedule hereunder written.

- The Developer shall be entitled at its own costs to apply for and obtain temporary connection of water and electricity for construction of the building and other public utilities and facilities to the said premises and/ or the said building in its own name or in the name of the Owner as it shall think proper. The Owner shall sign, execute and deliver all papers and application signifying his consent and approval to enable the Developer to obtain such public utility services and facilities. Cost for permanent connection of sewerage, electricity and water will be borne by the flat Owner of the newly constructed building.
- the building within **O1** (one) month from the date of the sanctioned plan from K.M.C. and after getting vacant possession of the existing building from the Owner whichever is later. In case of any unavoidable

circumstances of happening beyond the control of the Developer/Confirming Party, then the time to start the construction work shall be extended. The Developer/Confirming Party also undertake to complete the construction of the building diligently and expeditiously and to offer the Owner' allocation to the Owner, complete in all respect, within 18 (eighteen) months from the date of sanction of the Building plan from the competent authority (in case of G+3 Storeyed Building) unless prevented by the circumstances beyond the control of the Developer, provided however, that the construction work should be started within 01 (one) month from the date of sanction of the Building Plan.

Hence it is to be mentioned that in case of the G+4

Storeyed Building, the Developer herein shall be bound to hand over the Owner's Allocation in complete habitable condition within 24 (twenty four) months from the date of sanction of the Building Plan from the competent authority.

Simultaneously to the execution of this present the Developer herein shall have the right to construct the building, appoint architects, engineers, contractors, agent etc. and to represent the Owner before K.M.C., Kolkata Municipal Corporation Trust, Kolkata Metropolitan Development Authority, Kolkata Police, Fire Brigade or any other appropriate authority or authorities concerned in connection with the said development and to sign any application, scheme maps, drawing or any other writings in this behalf and to appear before the authority or authorities and to undertake the construction of the building.

ARTICLE (VI): CONSIDERATION AND SPACE ALLOCATION:

i) In consideration of the premises the Developer shall allot to the Owner, the Owner' allocation free of all costs and it is agreed and made clear that the Developer shall be entitled to the Developer's allocation. It is made clear that the Owner will be provided first to take possession

of the Owner's allocation in the newly constructed building in finished habitable condition and he will sign power of Attorney in favour of the Developer or its nominee or nominees for the purposes of Registration of the Developer's allocation in favour of itself or in favour of the buyer or buyers of the Developer's allocation.

- The Owner shall be entitled to transfer, mortgage, sell, assign his share (Owner's allocation) without affecting the right or interest of the Developer in respect of its allocation (share) after taking possession of his share from the Developer.
- received the Owner's allocation in full and satisfactorily, the Owner shall sign the registered deed of sales in respect of undivided proportionate share of land of the premises of the flats and common areas of the Developer's Allocation and if the Owner fails to do so, the Developer shall be at liberty to execute the Registration of the Deeds of Conveyance or Conveyances

of the Developer's allocation in favour of the intending buyer or buyers of the Developer's allocation by utilising the Power of Attorney, which is to be issued in favour of the Developer or its nominee or nominees and in that event the Owner shall not be in a position to object to such registration of deed of conveyance under any circumstances.

- The 50% (fifty percent) of the ultimate roof of the Building will exclusively be for the Land-Owner/First Party herein and remaining 50% (fifty percent) of the ultimate roof of the building shall be the common property of all the flat Owners of the said Building and each flat Owner shall have the equal right to hold, possess and enjoy the said 50% ultimate roof as common parts.
- It is agreed by and between the parties hereof that the roof of the building shall not be used by the flat Owner and Developer for commercial purpose in any manner and no further construction of any nature shall be erected.

ARTICLE (VII): COMMON FACILITIES:

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The Owner shall bear and pay all rates and taxes and other outgoings in respect of the said premises till possession of the said premises is offered by the Owner to the Developer for construction. After the vacant possession of the said premises is handed over to the Developer, the Developer shall bear and pay all rates and taxes and other outgoings in respect of the said premises.

As soon as the said building is completed in all respects, the Developer shall give written notice to the Owner to take possession of the Owner' allocation in the said building (within 15 days) and from the date of service of such notice and at all time thereafter the Owner shall be exclusively responsible for payment of municipal property taxes, rates, taxes, duties and other statutory outgoings and imposition whatsoever (hereinafter for the sake of the brevity, collectively referred to as "the said rates") payable in respect of the said Owner' allocation. Similarly as and from the said date, the Developer or its

nominee/nominees shall pay the same in respect of the peveloper's allocation only. The said rates will be levied on the building as a whole then and in such an event it shall be divided proportionately.

- Within one month from the date of Developer servicing notice to the Owner, the Owner shall complete the transfer of the Developer's allocation in favour of the Developer or its nominee or nominees by executing or registering appropriate/deed/deeds of transfer at the cost of the Developer or its nominee/nominees within two months from the date of Owner accepting the Owner' allocation.
- this agreement and the Owner shall not in any way be liable and responsible.
- The Owner not in any way be liable and responsible for any mishappening with regard to construction of the building or any local disputes.
- The Developer shall be liable and responsible for regular

payment of Electric Bill per month from the date of taking vacant possession of the land till the building is completed and install separate meters in each flat at the cost of the Owner' of the respective flats.

ARTICLE (VIII): MISCELLANEOUS:

i)

- The Owner and the Developer have entered into this agreement purely on a principle to principle basis and nothing stated herein shall be deemed to construe as a joint venture or joint adventure between the Owner and the Developer in any manner that constitutes as association of persons. Each party shall keep the other party indemnified from and against the same.
- ii) The Owner or Developer as the case may be shall not be considered to have caused any breach of any obligation hereunder written.
- the existence of the relative obligation is prevented by obligation of the party affected by the Force Majeure shall mean any irregistable compulsion or coercion

recognised as irregistible and shall include flood, riot work, several abnormal storm, tempest, civil commotion, state wide strike and any other act beyond the reasonable control of the party affected thereby, but shall not include normal bad weather or procession etc.

All disputes and differences between the parties relating
to this Agreement shall be resolved according to law.
The District Judge Court, Alipore, South 24 Parganas
shall have only jurisdiction to settle the dispute.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT a plot of bastu land 4 (four) Cottahs more or less together with one 50 years old brick built residential building measuring 1500 Sq.ft. of covered area, together with the right to use 16 feet wide common passage and comprised within Municipal Premises No. 19, Russa Road South, 2nd Lane, Kolkata - 700033 (formed out of old Premises No. 279, Russa Road South, formerly known and numbered as Premises No. 204, Russa Road and previously thereto known and numbered as Premises No.

22, Russa Road East of Tollygunge Municipality), comprised within Touzi No. 329B, C.S. Dag NO. 566, 563, 565 and 567 in Khatian No. 772 in Mouza - Chandpur, Police Station - Jadavpur, Sub-Registry Office - Alipore, KMC Ward No. 94, District - South 24 Parganas, West Bengal and butted and bounded by:

On the **North** Premises No. 20, Russa Road South,

2nd Lane.

On the **South** Russa Road, South 2nd Lane. 16 Jul

On the **East** Premises No. 73, Prince Anwar Shah

Road.

On the **West** Russa Road South 2nd Lane.

THE SECOND SCHEDULE ABOVE REFERRED TO PART - I : OWNER'S ALLOCATION :

The Owner herein will get the 50% (fifty percent) out of the total sanctioned F.A.R. of the said proposed Building along with refundable amount of Rs. 20,00,000/- (Rupees Twenty Lakhs only) which will be paid by the Developer/Second Party herein to the Land-Owner/First Party herein as per the PAYMENT SCHEDULE as mentioned herein before together with undivided proportionate share of land and along with all other common facilities and amenities of the said premises at K.M.C. Premises No. 19, Russa Road South 2nd Lane, Kolkata - 700033 under Police Station Jadavpur, District - South 24 Parganas,

The said refundable amout of Rs. 20,00,000/- (Rupees Twenty Lakhs only) will be refunded by the Owner to the Developer herein at the time of handover the Owner's allocation by the Developer and if the Owner herein fails to refund the said amount to the Developer herein, then the amount will be adjusted from the Owner's Allocation at the market rate.

The Land-Owner/First Party herein will get his Owner's allocation from the **entire** Top floor along with other floors of the said proposed Building.

PART - II : DEVELOPER'S ALLOCATION -

The Developer herein will get remaining sanctioned

F.A.R. of the said proposed Building (save and except
the Owner' allocation) to the with undivided

proportionate share fland and along with all other
common facilities and amenities of the said premises at

K.M.C. Premises No. 19, Russa Road South 2nd Lane,

Kolkata - 700033 under Police Station - Jadavpur,

District - South 24 Parganas.

(spour Nas).

THE THIRD SCHEDULE REFERRED TO ABOVE (Specification of Construction)

- 1. Structure : R.C.C. Frame structure with individual footing foundation.
- Brick Work : Outer wall and common wall with 8" and 3" brick works with good quality brick in cement mortar.
- 3. **Flooring** : Floor will be Marble.
- 4. **Doors and Fittings**: All door-frame will be of Sal wood, Main door shutter will be hot press flush door with one side teak ply with Godrej night latch. Other doors will be hot press flush door.
- 5. **Grill & Window**: Aluminium Sliding window with white glass covered with M.S. Steel grill.
- 6. **Wall Finishing**: Internal walls to be finished with coat of plaster of paris.
- 7. **Kitchen** : Kitchen top will be Granite with steel sink with Ecsco C.P. fittings. White tiles dedo above kitchen platform

upto 2' height.

- 8. Toilets and Sanitary: All toilet will be provided with Indian/European style pan and low down P.V.C. Cistern, Glazed tiles dedo upto 5' height Ecsco C.P. fittings, one toilet will be hot and cold.
- 9. **ELECTRICAL POINT**: In each flat will be provided with the following Electrical point.
- 1) Bed room each : 1 No. Single bracket point, 1 No. tube light point, 1 No. Fan point, 1 No. 5 Amps plug point on switch board.
- 2. Drawing/Dining Room : 2 No. Fan point, 1 No.

 Jhar point, 1 No. tube light point,
 1 No. single bracket point, 1 No. 5

 Amps Plug Point on switch board,
 1 No. 15 Amp Plug Point for Freeze,
 1 No. Telephone point, 1 No. intercum point in drawing room, 1 No.
 5 Amp for TV/VCR point.
- 3. Kitchen : 1 No. light point, 1 No. Exhaust
 Fan Point, 1 No. 15 Amp Plug Point
 for Mixy and others.

4. Toilet (Common): 1 No. light point, 1 No. 5 Amp plug
point, 1 no. Exhaust Fan point, 1
No. Geyser point

5. Toilet attached : 1 No. light point, 1 no. Exhaust Fan point.

6. Balcony : 1 No. light point, 1 No. 5 Amp plug on Switch board.

7. Door Entrance : 1 No. Calling bell point.

8. **Roof/Terrace Finish**: Cement roof-tiles will be laid to proper slope with one cut machine grinding.

 Reservoir : Common reservoir on the underground and on the terrace.

10. **Generator** : Generator may be provided with Extra Cost.

11. **Lift** : Stainless steel lift will provided

Extra Work: If the Land-Owner herein wants to install any extra fittings/ fixtures or decorate the his said flats apart from the above specification, then the Land-Owner herein will bear the extra cost for the said extra work.

<u>IN WITNESS WHEREOF</u> 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, SEALED &

DELIVERED at Kolkata
in the presence of
WITNESSES:-

1.

Nawin Komor labory 493/C/A, CT. Road() Howrsh 711102

Tapan New .

SIGNATURE OF THE OWNER/ FIRST PARTY HEREIN

2. Taylar Bangie Sarkar hat lane Vol-61

Low Bhattochagi

SIGNATURE OF THE DEVELOPER/CONFIRMING PARTY/ SECOND PARTY HEREIN

MEMO OF CONSIDERATION

RECEIVED of and from within named DEVELOPER the within mentioned a sum of **Rs. 20,00,000/-** (Rupees **Twenty Lakhs)** only as per memo below:-

MEMO

DATE	CHEQUE NO./	BANK & BRANCH	AMOUNT RS.
4,02,2019	000018	UCOBank New Aliporo Wolkatass.	10,00000
14.03.20	19.000019	UCO Bauk NewAliporo Kolkata53	10,00000

Total Rs

20,00,000/-

(Rupees Twenty Lakhs only)

WITNESSES :

1. Nawin Komer Cahony 493/C/A, G. T. Road (S) Howysh 7/1106

2. Tarkar Barage Sarkar hat lin KO1-61

Tapa Nav.

SIGNATURE OF THE OWNWER/ FIRST PARTY

Drafted by me,

Deblèva Banerjee.

DEBLINA BANERJEE

WB NO F/2154/1860 of 2016

B.A (HONS) LL.B Alipore Police Court, Kol-27 Mobile:- 9830381134 Computer printed at:-Panchanantala Lane, Kolkata - 700034.

(S. S. Sarkar)

Vo	Signature					
		Small Finger	Ring Finger	Middle Finger Left hand	1st Finger	Thumb
	\propto	Thumb	1st Finger	Middle Finger Right hand		Small Finge
				as nana		
	1 2 2 N	Small Finger	Ring Finger	Middle Finger Left hand	· lst Finger	Thumb
	Tayon N					
	l	Thumb	1st Finger	Middle Finger R ight hand		Small Finger

आयकर विसाग INCOMETAX DEPARTMENT

TAPAN NANDI AMULYA KRISNA NANDI

22/01/1963 Permanent Account Number

ABSPN2440C



GOVT. OF INDIA



Tapan Non.

आयकर विभाग



भारत सरकार GOVT. OF INDIA

INCOME TAX DEPARTMENT

SUKHEN BHATTACHARJEE

SOUVIK BHATTACHARJEE

02/12/1984

Permanent Account Number AXXPB2387F

1.1. that drive .

Signature



Low Bhottwohouzer

MARHORA

পরিচযের প্রমাণ অনলাইন প্রমাণীকরণ দারা লাভ করুল |

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online,

আধার সারা দেশে মাল্য।

 আধার ভবিষ্যতে সরকারী ও বেসরকারী দরিবেবা প্রাম্ভির সহায়ক হবে।

Aadhaar is valid throughout the country.

Aadhaar will be helpful in availing Government and Non-Government services in future.

তানভার বিবিদ্য সামান্ত প্রাধিকরণ



Unique Identification Authority of India

ঠিকানা: এম/ও: কেশার দেও লাছোটি, 493/গী/১, জী টী মোড, শিবপুর, হাওড়া (এম.কপোরেশন), হাওড়া, नियमूत, गरिस्त यत्र, 711102

Address: S/O: Keshar Deo Lahoty, 493/C/A, G T Road. Shibpur, Haora (M.Com). Howrah, Shibpur, West Bengal, 711102

4212 6304 6295

WWW.

ভারত সরকার Unique Identification Authority of India Government of India

তানিকাভূত্তির আই ডি / Enrollment No. : 2016/00366/23828

Nawin Kumar Lahoty नविन कुमात नाहाि S/O: Keshar Deo Lahoty 493/C/A G T Road Shibour Haora (M.Corp) Shibpur, Haora, Howrah, West Bengal - 711102 9830055601

KA077405069FH

07740506

আপনার আধার সংখ্যা / Your Aadhaar No.:

4212 6304 6295

আমার আধার, আমার পরিচয়

Government of India নবিন কুমার নায়েটি

Nawin Kumar Lahoty

জন্মভারিষ / DOB: 24/09/1970

পক্তৰ / Male

4212 6304 6295

আমার আধার, আমার পরিচয়

金





Govt. of West Bengal Directorate of Registration & Stamp Revenue e-Challan

19-201819-037588503-1

Payment Mode

Online Payment

QN:

_{RN} Date: 14/03/2019 13:15:54

Bank:

State Bank of India

IK00YYPEO0

BRN Date:

14/03/2019 13:17:44

RN: POSITOR'S DETAILS

Id No.: 16050000438156/2/2019

[Query No./Query Year]

ame:

Subhendu Baberjee

Mobile No.:

+91 9830381134

pntact No. : mail:

subhendubanerjee556@gmail.co

ddress:

23Parui Das Para Road ss pally kol 61

pplicant Name:

Mr Tapan Nandi

ffice Name:

fice Address:

tatus of Depositor:

Deed Writer

urpose of payment / Remarks:

Sale, Development Agreement or Construction agreement

YMENT DETAILS

Identification SI. No. No.

Head of A/C Description

Head of A/C

Amount[₹]

16050000438156/2/2019 16050000438156/2/2019

Property Registration-Stamp duty

0030-02-103-003-02

35020

Property Registration-Registration

0030-03-104-001-16

Fees

Total

35041

n Words:

Rupees Thirty Five Thousand Forty One only

Major Information of the Deed

Deed No :	1-1605-01654/2019	Data of D		
Query No / Year	1605-0000438156/2019	Date of Registration	14/03/2019	
Date		Office where deed is re	gistered	
Query Date	13/03/2019 11:55:18 PM	A.D.S.R. ALIPORE, Dist	rict: South 24-Parganas	
Applicant Name, Address Applicant Details	Tapan Nandi 26 Russa Road South, Thana: Jadavpur, District: South 24-Parganas, WEST BE PIN - 700033, Mobile No.: 9331290444, Status Sollar Factorial S			
rransaction		Additional Transaction		
greement	Agreement or Construction	[4305] Other than Immov Declaration [No of Decla than Immovable Property 20,00,000/-]	ration: 2], [4311] Other	
Set Forth value		Market Value		
Rs 20,00,000/-		Rs. 1,35,59,375/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs 40,020/- (Article 48(g))			DV	
Remarks	Received Rs. 50/- (FIFTY only) frarea)	Rs. 20,021/- (Article:E, E om the applicant for issuing		

and Details :

District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: RUSSA ROAD SOUTH 2nd LANE, Premises No: 19, , Ward No: 094 Pin Code: 700033

Sch No	Plot Number	Khatian Number	Land U Proposed R	Ise A		SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
1			Bastu		4 Katha	15,00,000/-		Width of Approach Road: 16 Ft.,
	Grand	Total:			6.6Dec	15,00,000 /-	128,00,000 /-	

tructure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
	On Land L1	1500 Sq Ft	5,00,000/-	7,59,375/-	Structure Type: Structure

Gr. Floor, Area of floor: 1500 Sq. Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion Complete

Total:	1500 sq ft	5,00,000 /-	7,59,375 /-

Major Information of the Deed - I-1605-01654/2019-14/03/2019

land Lord Details :

Name, Address, Photo, Finger print and Signature NO Name Photo **Finger Print** Signature Mr Tapan Nandi (Presentant) Son of Late Amulya Krishna Nandi executed by: Self, Date of Execution: 14/03/2019 , Admitted by: Self, Date of Admission: 14/03/2019 ,Place : Office 14/03/2019 14/03/2019

26 Russa Road South, P.O:- Tollygunj, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700033 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ABSPN2440C, Status: Individual, Executed by: Self, Date of Execution: 14/03/2019

, Admitted by: Self, Date of Admission: 14/03/2019 ,Place: Office

Developer Details :

Souvik Bhattacharjee	
n of Mr Suknen attacharjee ecuted by: Self, Date of ecution: 14/03/2019 dmitted by: Self, Date of mission: 14/03/2019 ,Place:	Jail Bhattachage

Son of Mr Sukhen Bhattacharjee Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AXXPB2387F, Status :Individual, Executed by: Self, Date of Execution: 14/03/2019, Admitted by: Self, Date of Admission: 14/03/2019, Place: Office

Name	Photo	Finger Print	Signature
Mr Nawin Kumar Lahoty Son of Late Koshar Deo Lanoty 193/C/A G T Road South, P O - Shidpur, PS Shiddur, District Howrah, West Sengal, India, PIN 711102		<i>J</i>	was home any
	14/03/2019	14/03/2019	14/03/2019

tentifier Of Mr Tapan Nandi, Mr Souvik Bhattacharjee

Major Information of the Deed - I-1605-01654/2019-14/03/2019

of property for L	
rom	To. with area (Name-Area)
r∌m _{Ir Tapan Nandi}	Mr Souvik Bhattacharjee-6.6 Dec
r of property for S	1
From Nandi	To. with area (Name-Area)
Mr Tapan Nandi	Mr Souvik Bhattacharjee-1500.00000000 Sq Ft

Endorsement For Deed Number: 1 - 160501654 / 2019

On 14-03-2019

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 13:40 hrs on 14-03-2019, at the Office of the A.D.S.R. ALIPORE by Mr. Tapan Nandi Executant

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 : 35,59,375/

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

Execution is admitted on 14/03/2019 by 1. Mr Tapan Nandi, Son of Late Amulya Krishna Nandi, 26 Russa Road South, PO Tollygunj, Thana Jaoavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by Profession Business, 2 Mr Souvik Bhattacharjee, Son of Mr Sukhen Bhattacharjee, Galaxy Tower P 65 Senhati Colony, P.O. Behala, Thana Benala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by

Profession Business Indetified by Mr Nawin Kumar Lanoty, , , Son of Late Kesnar Dec Lahoty, 493/C/A G T Road South, P.O. Shibpur, Thana Shippur, Howran, WEST BENGAL, India, PIN - 711102, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 20,021/- (B = Rs 20,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 20,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/03/2019 1 17PM with Govt. Ref. No. 192018190375885031 on 14-03-2019, Amount Rs. 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00YYPEO0 on 14-03-2019, Head of Account 0030-03-104-001-16 Online on 14/03/2019 3 43PM with Govt. Ref. No: 192018190376003981 on 14-03-2019, Amount Rs: 20,000/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00YYWYC4 on 14-03-2019 Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1605-01654/2019-14/03/2019

payment of Stamp Duty

pay...

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 35,020/-

pescription of Stamp pescripion Type: Impressed, Serial no 187, Amount: Rs.5,000/-, Date of Purchase: 11/03/2019, Vendor name: Snashanka Shaker Chowdhury

SnaSilation of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/03/2019 1:17PM with Govt. Ref. No: 192018190375885031 on 14-03-2019, Amount Rs: 35,020/-, Bank: Online Bank of India (SBIN0000001), Ref. No. IK00YYPEO0 on 14-03-2019, Head of Account 0030-02-103-003-02 State Date on 14/03/2019 3:43PM with Govt. Ref. No: 192018190376003981 on 14-03-2019, Amount Rs: 0/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00YYWYC4 on 14-03-2019, Head of Account

Alulda.

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

ertificate of Registration under section 60 and Rule 69.

plume number 1605-2019, Page from 59350 to 59404 ping No 160501654 for the year 2019.



Editaber.

Digitally signed by SUKANYA TALUKDAR Date: 2019 03 27 18:05:22 +05:30 Reason: Digital Signing of Deed.

ukanya Talukdar) 27/03/2019 18:05:16
DDITIONAL DISTRICT SUB-REGISTRAR
FFICE OF THE A.D.S.R. ALIPORE
est Bengal.

(This document is digitally signed.)