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02/03/2022
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(Signature)

District Sub-Registrar-IV
 Registrar U/S 7 (2) of
 Registration 1908
 Alipore, South 24 Parganas
 2 - MAR 2022

DEVELOPMENT AGREEMENT

Between

2611

31 MAR 2022

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

Name: UST construction.

Address: Off. S.N. Roy road.

Vendor: Mrs. New Alipore,

Alipur Collectorate, 24 Pgs. (S) KOL-28.

SUBHANKAR DAS
STAMP VENDOR
 Allpur Police Court, Kol-27

(Handwritten signature)



District Sub-Registrar-IV
 Registrar LVS 7 (2) of
 Registration 1008
 Allpore, South 24 Parganas

2 - MAR 2022

SUDIPTA MALLICK & ORS

___ Landowners

And

M/S. UST CONSTRUCTIONS

___ Developer

The contents of this document are sensitive and confidential and restricted to the parties herein. The contents hereof are the property of owners and/or developer and may be legally privileged. Confidentiality of these contents must be preserved and not disclosed, copied or disclosed unless authorised and consented by the sender. This document and its contents are for the use and benefit of owners and/or developer and specifically authorised personnel only.

TABLE OF CONTENTS

| | |
|------------|--|
| Article 1 | Definition & Interpretations..... |
| Article 2 | Commencement..... |
| Article 3 | Development..... |
| Article 4 | Owner's Right and Representations..... |
| Article 5 | Developer's Right..... |
| Article 6 | Developer's Obligation..... |
| Article 7 | Owner's Obligation..... |
| Article 8 | Consideration, Finance & Accounts..... |
| Article 9 | Joint Obligations..... |
| Article 10 | Termination..... |
| Article 11 | Miscellaneous..... |
| Article 12 | Disputes Resolutions..... |



District Sub-Registrar-IV
Registrar U/S 7 (2) of
Registration 1908
Alipore, South 24 Parganas

2 - MAR 2022

1. **Date** : This agreement is made this 2nd day of March, in the year 2022 at Kolkata.
2. **Nature of document** : Development Agreement
3. **Parties** : Collectively, the following which will include their respective, heirs, executors, administrators, legal representatives and assigns
 - 3.1 **Landowners** : (1) **SMT. SUDIPTA MALLICK** (PAN: AERPM3530L), (Aadhar No. 708257398406) wife of Late Kashi Nath Mallick, by faith Hindu, by Nationality Indian, by occupation Housewife, (2) **SHRI MAINAK MALLICK** (PAN: BQUPM0347K), (Aadhar No. 986088762047) son of Late Kashi Nath Mallick, by faith Hindu, by Nationality Indian, by occupation service, (3) **SMT. MAITREYEE MALLICK** (PAN: BUKPM1529H), (Aadhar No. 952395681393) wife of Shri Arijit Bhattacharjee and daughter of Late Kashi Nath Mallick, by faith Hindu, by Nationality Indian, by occupation business all are residing at 53B/1A, Garcha Road, P.O. Ballygunge, P.S. Gariahat, Kolkata - 700019 (hereinafter jointly and collectively referred to as "owners")
 - 3.2 **Developer** : **M/s. UST Constructions**, (PAN No. AAEFU0695H) a registered partnership Firm incorporated under the Indian Partnership Act, 1932, having its registered office at 67/1, S.N. Roy Road, Police Station New Alipore, Post Office, Sahapur, Kolkata 700038 represented by its Managing Partner namely **SRI SOURAV ROY** son of Sri Subrata Roy (PAN No. ALHPR0226K) (Aadhar No. 428464006708) by faith Hindu, by occupation Business, by nationality Indian resident of 67/1, S.N. Roy Road, Police Station New Alipore, Post Office, Sahapur, Kolkata 700038 (hereinafter referred to as "Developer")
4. **Subject Matter** : Development of and commercial exploitation of the property by way of construction of a multi storied building thereon comprising of diverse residential as well as commercial units (hereinafter referred to as "Project") in respect of all that the piece or parcel of homestead land more fully and particularly described in the schedule written hereunder at the foot of this presents by construction of new building thereon comprising of primary Lee

residential/Commercial spaces and ancillary facilities and other areas hereinafter collectively referred to as Said project.

5. **Recital : Whereas**

- 5.1 At all material times, one Anadi Prasad Das was the sole and absolute owner, seized and possessed of or otherwise well and sufficiently entitled to ALL that the piece and parcel of revenue free land measuring about 5 cottah 1 chittacks 9 sq. ft., together with a partly two storied and partly three storied brick built messuage tenement and dwelling house on a portion of the land, formed out of Holding No.363 in Mouza Beltola, Dehl Bhawanipore Sub Division P under Division V situated at Premises No. 53B, Garcha Road), in the town of Calcutta, Police Station then Ballygunge now Gariahat lying and situate at Municipal Premises No.53B, Garcha Road, Calcutta, which he duly purchased from one Durga Charan Mitter by virtue of registered Deed of Sale dated 01st November, 1928 registered in the office of the Sub-Registrar at Sealdah and recorded in Book No.1, Volume No.23, Pages 97 to 104, Being No.822 for the year 1928.
- 5.2 The said Anadi Prasad Das during his lifetime made and executed his last Will and Testament dated 17th May, 1946 thereby devising and bequeathing all his properties estate and effects whatsoever inter-alia, the said plot of land at Municipal Premises No.53B, Garcha Road, Calcutta, unto and in favour of his son Ajoy Kumar Das and declared him as the ultimate beneficiary of the property as well as executor/trustee of the said Will subject to a right of residence given to his daughter, Aruna Das limited to and until the period of her getting married.
- 5.3 Thereafter the said Anadi Prasad Das died on 03rd December, 1946 leaving behind the said Will and Testament dated 17th May 1946 and upon his death, the necessary Probate application was made and initiated by the said Ajoy Kumar Das as Executor before the Hon'ble High Court being Case No. 76 of 1947 and upon widely complying with all legal formalities, the Probate was duly granted on 13th February, 1947 in respect of the said Will and Testament by the said Hon'ble Court in its Testamentary and Intestate Jurisdiction unto and in favour of the said Ajoy Kumar Das.

- 5.4 In terms of the said Will and Testament dated 17th May 1946 duly probated, the said Ajay Kumar Das became the sole and absolute owner in respect of the said entire property subject to the right of residence given to his sister in the premises, as aforesaid, which stood ceased with her marriage being solemnized in the year 1949 and since thereafter the said Ajay Kumar Das had been exclusively enjoying the said property in entirety as its absolute owner at the exclusion of any right of any person(s) whomsoever. While seized and possessed of the said land, the said Ajay Kumar Das sold, transferred and conveyed a demarcated portion of the said land equivalent to and measuring about 1 cottah 3 chittacks 32 sq.ft. lying and being located at the south western portion thereof to a third party and the said plot of land has since been known as Municipal premises No.53/1, Garcha Road.
- 5.5 While seized and possessed of the said remaining area of land, the said Ajay Kumar Das sold, transferred and conveyed the same being ALL that the piece and parcel of demarcated land measuring about 3 cottaha 13 chittacks 22 sq.ft. with a partly two and partly three storied building standing thereon situate at and being Municipal Premises No.53B, Garcha Road, Calcutta unto and in favour of one Sankar Nath Mallick, Kashi Nath Mallick and Amarnath Mallick for a valuable consideration by a Deed of Sale dated 14th October 1977 registered in the office of the Registrar of Assurances Calcutta and recorded in Book No.1, Volume No.184, Pages 165 to 178, Being No.4834 for the year 1977.
- 5.6 By virtue of the said Deed of Sale dated 14th October 1977, the said Sankar Nath Mallick, Kashi Nath Mallick and Amar Nath Mallick became the joint owners in respect of the said piece and parcel of demarcated land measuring about 3 cottaha 13 chittacks 22 sq.ft. together with a partly two and partly three storied building standing thereon at and being part of Municipal Premises No.53B, Garcha Road, Calcutta morefully and particularly described in the schedule-A written hereunder and hereinafter referred to as "said premises" or "said property" each having an undivided 1/3rd share each in respect thereof.

- 5.7 The Sankar Nath Mallick, Kashi Nath Mallick and Amar Nath Mallick in order to have a better and beneficial enjoyment of all the properties owned by them including the said premises had made and executed a registered Deed of Partition dated 13th October 1988 registered at the office of the Registrar of Assurances, Calcutta and recorded in Book No.I, Volume No.288, pages 126 to 145, Being No.11394 for the year 1988.
- 5.8 In terms of the said Deed of Partition dated 13th October 1988, the said Sankar Nath Mallick as Party of the First Part and Amar Nath Mallick as party of the Third Part, transferred their undivided share in the said Premises No.53B, Garcha Road in favour of Kashi Nath Mallick which is mentioned in SCHEDULE-III(A) therein, while the said Sankar Nath Mallick as Party of the First Part and Kashi Nath Mallick as party of the Second part transferred their undivided share at Municipal premises No.53B, Garcha Road, in favour of Amar Nath Mallick which is mentioned in SCHEDULE-IV(A) therein.
- 5.9 That by virtue of the said Deed of Partition dated 13th October 1988, the said Sankar Nath Mallick transferred his said undivided 1/3rd share thereby relinquishing his entire right, title and interest in respect of said premises No.53B, Garcha Road in favour of his said two brothers Kashi Nath Mallick and Amar Nath Mallick and pursuant to which the said Kashi Nath Mallick and Amar Nath Mallick became the joint owners of Municipal premises No.53B, Garcha Road each having an undivided one-half share.
- 5.10 The said Amar Nath Mallick during his lifetime made and executed his last Will and Testament dated 15th August, 1998 in respect of his one-half share in the said premises whereby he devised and bequeathed the same unto and in favour of his said brother Kashi Nath Mallick and declared him as the ultimate beneficiary of his undivided share forever as well as sole executor of the said Will.
- 5.11 Thereafter the said Amar Nath Mallick died as bachelor on 27th September, 1999 leaving behind his said Will and Testament dated 15th August, 1998 and upon his death, the necessary Probate application was made and initiated by the said Kashi Nath Mallick as Executor before the Hon'ble District Delegate at Allpore under Act 39 Case No. 455 of 1999 (P) and

upon widely complying with all legal formalities, the Probate was duly granted on 14th June, 2000 in respect of the said Will and Testament by the said Hon'ble Court in its Testamentary and Intestate Jurisdiction unto and in favour of the said Kashi Nath Mallick.

5.12 In pursuance of the Probate granted by the Hon'ble Court as aforesaid, the said Kashi Nath Mallick became the sole and absolute owner in respect of All that the said property comprising of a piece and parcel of demarcated land measuring about 3 cottaha 13 chittacks 22 sq.ft. together with a partly two storied and partly three storied building standing thereon situate at and being Municipal Premises No.53B, Garcha Road, Calcutta.

5.13 The said Kashi Nath Mallick in pursuance of becoming the absolute owner of the said plot of land mutated his name and got the same reassessed in the records of the Kolkata Municipal Corporation under Assessee No.11-086-09-0163-8 in respect of the said land measuring about 3 cottaha 13 chittacks 22 sq.ft. part of Municipal Premises No.53B, Garcha Road and upon such reassessment, the said land has been known and numbered as Municipal Premises No.53B/1A, Garcha Road being held, used and enjoyed by him upon payment of the necessary taxes and outgoing to the appropriate authority(s).

5.14 While seized and possessed of the said property, the said Kashi Nath Mallick died intestate on 21st September, 2012 surviving his widow namely Sudipta Mallick, only son Mainak Mallick and only daughter Maitreyee Mallick as his heirs and/or legal representatives within the meaning of Hindu Succession Act, 1956 and by virtue of inheritance, the said heirs and successors of the said Kashi Nath Mallick became the joint owners of the said premises each having an undivided 1/3rd share each in respect thereof.

6. Development

6.1 The said Sudipta Mallick, Mainak Mallick and Maitreyee Mallick (the Owners herein) being desirous of developing the said premises had engaged a real estate developer namely M/s. ZEED-BEE Developers LLP by entering into a Development Agreement along with a Development Power of Attorney dated 1st March, 2019. However, the said agreement has not been acted

upon and as such the parties have mutually cancelled the said agreement and revoked the said Power of Attorney and by virtue of such cancellation, the said developer ceased to have any right or interest in respect of the said premises.

- 5.15 That upon cancellation of the said Development Agreement, the owners being desirous of developing the said property by way of commercial exploitation thereof have now approached the Developer herein and pursuant to a detailed deliberation, the Developer herein relying upon the representations of the owners has accepted the proposal and agreed to develop the said property at its own costs and initiative. Pursuant thereto, preliminary discussions were held between the parties for taking up the development of the said property and commercial exploitation thereof. The salient terms of the understand understanding between the parties are that the entire investment and responsibility of execution and implementation for the project will be of the developer and in lieu of such investment and undertaking of execution and implementation of such aforesaid responsibility, the developer would be entitled to the constructed spaces in the building termed as developer's allocation.
- 5.16 To avoid future complications the parties to this agreement entered in to this agreement this day by incorporating the said agreed terms and conditions to this agreement as hereinafter mentioned.
- 5.17 Pursuant to the above and relying on the representations made by the parties to each other as stated above, final terms and conditions superseding all previous correspondences and agreements, oral or written, between the parties for the project are being recorded by this agreement. This agreement shall override and eclipse all retrospective written and oral verbal communications Inter and intra party save and except the power of attorney to be executed with this presents.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO, as follows:

1. **ARTICLE-I (DEFINITIONS AND INTERPRETATIONS)** : Unless there is something contrary or repugnant to the subject or context in this agreement, following words shall have the following meanings:-

- 1.1. **Agreement date** shall mean the date of execution of this Agreement.
- 1.2. **Agreement** means this development agreement;
- 1.3. **Approval(s)** means any and all approvals, authorizations, licenses, permissions, consents, no objection certificates to be obtained in the name of the Developer (including, for the avoidance of doubt, the Sanctioned Plan and all approvals required in connection with or pursuant to the Sanctioned Plan) for the commencement of the development and construction of the Scheduled Property including without limitation environmental clearances, change of land use, conversions, temporary power connections and all other approvals and/or permissions from any other statutory or Governmental authorities whether State or Central required for purposes of commencing construction and development activity;
- 1.4. **Architect** shall mean such architect or firm of architects to whom the Developer may appoint from time to time for the purpose of making the drawings, designs, plans for construction of the Project at the said total land.
- 1.5. **Authority** shall mean include all concerned authorities which may recommend, comment upon, approve and/or sanction the Plans, Layout Designs, Related Approvals and shall mean all Statutory Authorities having jurisdiction / authority over various matters relating to the Project.
- 1.6. **Building** means the building, structures and constructions to be constructed by the Developer on Said Property in terms of the Sanctioned Plan for residential, retail, commercial, entertainment and recreation purposes along with all internal and external services, amenities, facilities, fittings and fixtures;

- 1.7. **Built up Area** shall mean the plinth area of the unit to be allotted and shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls, columns, pillars therein along with the proportionate share of the staircase in the floor on which the unit is located Provided that if any wall, column or pillar being common between two units then half of the area under such wall, column or pillar shall be included in each such unit.
- 1.8. **Carpet area** shall in relation to the unit to be constructed mean and include the area of the flat within the physical possession and enjoyment of the buyer and shall include the area of the bedrooms, internal toilets, balconies, etc.
- 1.9. **Common Facilities and Amenities** shall mean the foundation, columns, girders, beams, supports, main walls, roofs, halls corridor, lobbies, stairs, stair-ways and entrances and exits of the building, passages, stairs, structures, drains, sewerage, safety tank, water tank, water line, landing, water pump, overhead water tank, side spaces, driveways which will be provided by the Developers for common use and enjoyment; the open spaces and mandatory open spaces etc. and such other common facilities as may be specially provided and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use as mentioned in Part-I of Schedule-E.
- 1.10. **Common Expenses** shall mean and include all expenses for maintenance, management, upkeep, and administration of the common areas, facilities and amenities and all other expenses for common purposes to be contributed, borne, paid and shared by the co-transferees / co-owner of the new building or any part thereof as mentioned in Schedule-F.
- 1.11. **Developer's Allocation** shall mean and include and has been mentioned in the Schedule-D written hereunder (hereinafter referred to as the Developer's allocation).

- 1.12. **Easements** shall mean the rights, easements, quasi easements, privileges and/or appurtenances, hereafter collectively called the 'Easements' including those mentioned in the Schedule-G hereto which the apartment owners shall allow each other for common use and enjoyment of the Premises and the Building.
- 1.13. **Encumbrances** means any pledge, negative lien, positive lien, non-disposed undertaking, charge, mortgage, priority, hypothecation, encumbrance, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, lis pendens, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the said lands;
- 1.14. **Excluded and Reserved Areas** shall mean the Excluded and Reserved Areas, as mentioned in Part-II of Schedule-E written hereunder which shall never be claimed by the owners to be a part of the Complex's Common Portions and the Developer shall be entitled to all rights and interest in respect thereof.
- 1.15. **Force majeure** shall mean flood, war, earthquake, riot, storm tempest, civil commotion, Pandemic or Epidemic, lockdown or commission beyond the control of the party affected thereby viz. drainage, water and power connection and non-availability of essential materials like cement, steel etc. required for the purpose of construction.
- 1.16. **Maintenance Body** shall mean and include the Developer or its Agency so long as the developer does not handover the management of the new building to the owners' association.
- 1.17. **Owners' Allocation** shall mean and include and has been mentioned in the Schedule-C written hereunder (hereinafter referred to as the Owners' allocation).

- 1.18. **Plan** shall mean the drawings and plan for the Buildings/townships prepared by the Developer in accordance with applicable rules, bye laws and regulations and approved and sanctioned by the Kolkata Municipal Corporation ;
- 1.19. **POA** shall mean the special irrevocable power of attorney in favour of the Developer;
- 1.20. **Premises/Land** shall mean the piece or parcel of land measuring about 3 cottaha 13 chittacks 22 sq.ft. together with a partly two storied and partly three storied brick built messuage tenement and dwelling house thereon, formed out of Holding No.363 in Mouza Beltola, Dehi Bhawanipore Sub Division P of Division V lying and being situated at Premises No. 53B/1A, Garcha Road (formerly 53B, Garcha Road), Police Station then Ballygunge now Gariahat, Kolkata 700019 within the limits of Kolkata Municipal Corporation, Ward No. 86, Dist. 24 Parganas (South) morefully and particularly mentioned and described in the SCHEDULE-A hereunder written partly under the occupation of owners and partly under the occupation of tenants.
- 1.21. **Project** shall mean construction of a building and usages including, without limitation, Apartments/ Flats/ including Residential/Commercial units / Parking Areas to be developed by the Developer at the said total land for mutual benefit and for the commercial exploitation, as may be permitted by the local concerned authority.
- 1.22. **Sanction area** shall mean the area duly approved and sanctioned by the Kolkata municipal corporation for construction of the proposed building excluding the area of sanction reserved for tenants.
- 1.23. **Security Deposit** shall mean the security deposit, if any, being paid or payable to the owners by the Developer under these presents which shall be adjusted against the area of owners' allocation at the specified rate instead of refund.

- 1.24. **Specification** shall mean the specification for the said complex as mentioned in the Schedule "B" hereunder written subject to the alteration or modification as may be suggested from time to time.
- 1.25. **Super Built-up Area** shall include the built up area of the unit and proportionate share of stair head room, service unit of ground floor, water pump, pump rooms, septic tank, overhead domestic water tank, electrical duct, lofts and other Infrastructure area.
- 1.26. **Tenant Settlement cost** shall mean the cost to be borne by the Owner for mutual settlement of the existing tenants of the said premises at the absolute exclusion of any liability on the part of the Developer.
- 1.27. **Title Deeds** mean the original Deeds together with all link deeds, mutation certificate, parchas, khajna, receipts, chain deeds, warrison certificates, faraznamas, family tree, relinquishment deeds, affidavits and/or any other document in support of title.
- 1.28. **Transfer** with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of saleable space in the complex to the Intending Purchaser(s) thereof.
- 1.29. **Transferee** shall mean a person, persons, firm, association to whom can space in the said newly proposed building at the said lands to be transferred by virtue of these presents.
- 1.30. **Word** importing singular shall include plural and vice versa.
- 1.31. **Masculine** shall include the feminine and neuter gender and vice versa.
- 1.32. Unless otherwise stated all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement.

- 1.33. Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.
- 1.34. Any word or phrase defined in the body of this Agreement as opposed to being defined in Definition clause shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.

2. ARTICLE-II (COMMENCEMENT)

- 2.1 This agreement shall be in force from the date of signing this agreement and shall remain in force till fulfilment of the obligations enumerated herein.
- 2.2 This agreement shall cease to operate earlier than the aforesaid period in the event of complete transfer of all the allocated saleable space in the new proposed building by the Developer in the manner as provided herein.

3. ARTICLE-III (DEVELOPMENT)

- 3.1 The parties have mutually decided to take up the project i.e. the development of the said property by way of construction of the said building thereon and commercial exploitation of the said property with specified inputs and responsibility sharing by the parties and exchange with each other of their specified inputs.
- 3.2 The parties here by except the basic understanding between them as recorded in clause 3.1 above and all other terms and conditions concomitant thereto including those mentioned in this agreement. Consequent thereto, the owners confirm that the developer shall develop the said property, as mentioned at the foot of this presents, at its own cost and on behalf of itself and the owner. The owners further confirm that the developer shall have and enjoy absolute physical khas possession over the said property and shall have exclusive right to carry

out the development and execution of the project on, over and in respect of the said property at its own cost and expenses under the stipulations and covenants set forth here under.

- 3.3 The owners hereby grant the Developer an exclusive license to enter upon the said premises and develop the same in terms of this Agreement. The owners further irrevocably and exclusively permit and authorize the Developer, its agents, servants, associates and any person claiming through or under it to enter upon the said premises and construct the building in accordance with this Agreement without any let or hindrance by the Owners within a period of 24 months from the date of obtaining the Sanction Building Plan from Kolkata Municipal Corporation (KMC) and thereafter within such extended time as the Parties may mutually decide subject to settlement of the existing tenants by the Owners. However, time may be extended in case of 'Force Majeure' events. In case of default thereof, the developer shall pay INR 10000 per month to the owners as damages till completion of the building.
- 3.4 Immediately here after, the said property shall be surveyed and measured by an agency appointed by the developer. The measurement derived from such survey shall be deemed to be the final area of the said property. All cost charges and expenses for survey and measurement shall be borne and paid exclusively by the developer.
- 3.5 The developer shall, at its own cost and expenses, obtain all statutory clearances, no objections, permissions from appropriate authority or authorities for permission for development of the said property and the owners herein shall unqualifiedly extend their co-operation and coordination to the Developer in this regard.
- 3.6 The Developer shall secure the required permission so as to commence erection and construction of the buildings and shall complete the same in fully habitable condition in all respect within the stipulated time unless prevented by natural calamity, riot, civil commotion statutory preventive orders or on any other ground or grounds, mutually accepted in writing.

- 3.7 The Developer shall be responsible to demolish the existing building at their own cost and supervision and may disburse such building materials, rubbish etc. to any third party at such price which they may think fit and proper at the absolute exclusion of any claim on the part of the owners over the said price.
- 3.8 The Developer upon demolition of the existing structures shall secure the required permissions so as to commence erection and construction of the building by the Developers and shall complete the said building in fully habitable condition in all respect within the stipulated time unless prevented by natural calamity, riot, civil commotion statutory preventive orders or on any other ground or grounds, mutually accepted in writing.
- 3.9 The building shall be created, constructed and completed by the Developer shall consist of the standard specification and all spaces as well as common areas and facilities shall consist of and be provided with materials, fixtures, fittings and facilities. Under no circumstances, the Developer shall be entitled to claim or demand any payment of whatsoever nature from the Owners in respect of the erection, construction and completion of the said Owners' allocated portion, complete in all respect.
- 3.10 The Developer shall complete the project under their direct supervision and control and with the best workmanship and like manner and shall comply with all statutory Regulations, Building Rules and statutory stipulations from time to time to be imposed or as would be made applicable at their own cost.
- 3.11 The developer shall at its own cost shall provide amenities and facilities in the building such as stairways, passages, driveways, common laboratory, Electric meter space, pump room, reservoir, overhead water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the said building. It is clarified that there may be separate common portions for residential areas and separate common portions for commercial areas

independently functioning and some of the common portions may be common to both the residential areas and commercial areas. For permanent electric connection to the apartments in the said building, the intending purchasers shall pay the deposits demanded by the licensed electricity supplier and/or other agencies and the owners or the transferees shall also pay the same for the units in the owners allocation.

- 3.12 The developer shall be authorised to apply for and obtain at its cost, temporary connections of water electricity, drainage and sewerage. It is however clarified that the developer shall be entitled to use the existing electricity and water connection at the said property upon payment of all usage and other applicable charges.
- 3.13 Any amendment or modification to the building plans may be made or cost to be made by the developer at the discretion of the developer and within the permissible limits of the planning authorities and in such case, the owners shall be bound to execute and present and sign on all such documents, maps, plans as may be required from time to time.
- 3.14 Neither party shall indulge in any activities which may be detrimental to the development of the said property and/or may affect the mutual interest of the parties. The owners shall unqualifiedly and continuously provide all cooperation including execution of any document that may be necessary for successful completion of the project.

4. ARTICLE-IV (OWNER'S RIGHTS AND REPRESENTATION)

- 4.1 The Owners are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises as fee simple in possession.
- 4.2 The owners shall deliver or handover all attested copies and all the original documents relating to the said premises which are in possession and control of the owners at the time of execution of these presents to the Developer.

4.3 The owners have represented and warranted to the Developer as follows:

- a) The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said premises and no person other than the Owners has any right, title and/or interest of any nature whatsoever in the said premises or any part thereof.
- b) The premises is free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever or howsoever hereunder written and there is no legal impediment on the part of the Owners to enter into this Agreement with the Developer.
- c) The said premises or any part thereof is not affected by any notice of requisition or acquisition or alignment or any authority or authorities and the said property is not attached and/or liable to be attached under any decree or order of any Court, Income Tax, Revenue or any other Public Demand to the best of their knowledge.
- d) No suits and/or any other proceedings and/or litigation are pending in respect of the Owners or the said property or any part thereof.
- e) Subject to what has been stated in this Agreement, the Owners have not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and /or restrict the appointment and grant exclusive rights to Developer under this Agreement to develop the said premises.

5. ARTICLE-V (DEVELOPER'S RIGHTS)

5.1 The Owners hereby grant subject to what has been herein under provided ~~in~~ exclusive right to the Developer to develop the said premises thereby construction of multi storied building thereon.

- 5.2 All applications and other papers and documents as may be required by the Developer for such development work shall be prepared and submitted by the Developer on behalf of the Owners at the cost and expenses of the Developer and the Owner shall sign and execute all such applications, other papers and documents as and when necessary.
- 5.3 That the Developer shall be entitled to execute any agreement for sale, transfer and convey in respect of their allocation without violating any terms, rules or laws or provisions of the existing statutes.
- 5.4 At its own option, the Developer shall be free to appoint a professional agency for the maintenance of the Buildings on the completion of the Building. The occupants shall pay charges at such rates as shall be deemed fit by such agency. The agreements to Sell or other documents executed with the prospective occupants including the memorandums of understanding to be executed with such occupants or transferees shall have suitable provisions for the same.
- 5.5 The developer is and during the tenure of this agreement shall remain competent to arrange the financial inputs required for development of the said property including by way of home loans for the buyers through the financial institution, and inter-alia to make construction of the said building and has the necessary infrastructure and expertise to market the project to prospective occupants and investors. The developer herein is permitted to mortgage all original papers of the said property for raising funds and/or also raise funds by way of loans and/or sale of equity and/or by other means from financial institution and/or government institutions and/or from private and or public companies and/or from any individual.
- 5.6 The developer shall be at full liberty and shall have absolute unqualified power and authority to deal with the said project area in such manner as may be deemed fit and proper and as may be decided by the developer. The developer shall be entitled to enter into agreements for transfer by way of sale, lease, transfer, nominate and assign and/or otherwise dispose of the project area to the transferees. The owners further permit

the developer to assign, nominate and/or transfer all its rights and privileges accrued due to execution of these presents to any other person or persons, company or companies, Firm, organisation, government companies etc.

5.7 The parties agree that if any additional FAR is granted by the municipal authorities, even after the plan getting sanctioned in respect of the proposed project on the schedule property leading to re-sanctioning of the plan, then in such case, the cost and usufruct pertaining to construction and sale of such additional FAR shall belong to the developers exclusively.

5.8 The developer may sub contract or assign the development rights hereby granted in their favour thereby engaging any sub-developer at their discretion and in the manner they may deem fit and proper without affecting the rights and interests of the owners conferred upon them by virtue of these presents. In case the developer sub contracts the development rights, the developer shall be acting as the project Coordinator to discharge certain additional responsibilities and carry out certain other activities including, but not limited to;

a) Undertake to educate the Sub developer about the status of said lands and clearly specify their rights, duties and responsibilities towards development of the same.

b) To work-out the project plan with the Sub developer and to submit to the owners in the documentary form, the details of development progress as and when required.

c) Overall co-ordination and leadership for smooth development of the project.

d) Plan, review and assess the performance of Sub developer, take remedial/corrective actions.

- e) Seek feedback of the intending buyers, recommend improvements to Sub developer, warn it against any direct or indirect attempt of unfair trade practices/mal practices.
- f) Carryout random as well as periodic inspection of activities and resources of the Sub developer to verify the availability of infrastructural and facilities as per the specified quantity and configuration and skilled labours, system administrators, marketing staff and management.
- g) Supervise the quality of construction done by Sub developer and ensure that all public communications by the Sub developer are free of errors and conforms to designs and standards laid by the related government body.
- h) Collect owners' share from Sub developer and pass it on to the owners within time.
- i) Monitor the overall execution of development by Sub developer and suggest any changes/improvements in the deliverables.
- j) Shall execute Agreements with the Sub developer and do the legal and technical due diligence/ appraisal and other incidental services.

6. ARTICLE-VI (DEVELOPER'S OBLIGATIONS)

- 6.1 The developer has been entrusted by the owners with the work of developing the said Lands thereby constructing a multi-storied building thereon comprising of diverse residential units and commercial establishments at its own costs and expenses and in lieu thereof the developer shall be entitled to the Developer's allocation as mentioned hereinbefore towards consideration of their services with the exclusive right to sell them to any intending buyer(s) at such price as they may deem fit and proper.

- 6.2 All costs, charges, fees, levies, impositions, statutory payments, taxes and expense of whatever nature called for erection, construction and completion of the said buildings, its materials, fittings and fixtures in all respect including temporary and residential connections of water, sewerage, electricity and other amenities for the building shall be paid and borne by the Developer and the Owners shall have no responsibilities and/or liability towards payment of any dues, liabilities, costs, charges and expenses of whatever nature relating to and/or arising there from in any manner whatsoever.
- 6.3 The Developer shall be responsible and liable for payment of and/or meeting all costs, charges, fees, levies and expenses of the building materials, all permissions, licenses, quota as and other requirements for erections, construction and completion of the buildings in totality. Under no circumstances the Owners shall be responsible or liable for payment of any amount of whatsoever nature or on any account either to the Developer or to any other persons or otherwise for erection, construction and completion of the buildings or any part thereof or on any other account or for any other acts, deeds, obligations and things by whatever name called that may be done executed or performed by the Developer.
- 6.4 While dealing with and/or entering into any Agreements of the saleable units in the said project or any part thereof, the Developer shall full comply with, observe, fulfil and perform the requirements under the law and while incorporating and ensure fulfilment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter, the Owners shall not be responsible or liable for any commitments that may be made by the Developer.
- 6.5 In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever including injury and/or damage to any person or persons or property of or any loss of life, the Developer or the sub-developer, as the case may be, shall be solely liable and responsible for the same and the consequences arising therefore in all respect and shall at all point of time keep the Owner indemnified for the same and all consequences. It is specifically agreed and understood that the Owners

shall not be responsible and/or liable either for any act or mode and manner of construction, defects, deviations, damages or any proceedings if initiated by any person(s) and/or authority relating to and or arising out of erection, construction or completion of the complex or any part thereof. All actions, proceedings and consequences arising therefrom shall be attended to, defended, prosecuted and complied with and faced by the Developer or sub-developer, as the case may be, at its own costs and expenses and shall keep the Owners indemnified from all or any loss, damages, costs and consequences, suffered or incurred therefrom.

6.6 Notwithstanding anything contained or stated herein, all labours, workers, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be regarded as the Developer's employees or workmen and the Owner shall have no concern with them and not be responsible or liable for meeting any obligations in any manner whatsoever.

6.7 The Developer shall be responsible and liable for all payments, wages, dues, contributions, entitlements, contractual and/or statutory obligations and requirements of the workmen, supervisors, workers, labours, employees and others by whatever named called or described, appointed, deputed or engaged or required or put on site for the erection, construction and completion of the project and every part thereof and the Owners shall under no circumstances be deemed to be the employer and no responsibility and/or liability will shift upon them and the Developer shall keep the Owners indemnified from all or any claim, damages, payments, costs and consequences suffered or incurred therefrom.

6.8 The Owners shall not be answerable or liable for any mode, part or nature of construction or for any material to be used in course of or relating to erection, construction and completion of the Buildings or any part thereof.

7. ARTICLE-VII (OWNER'S OBLIGATIONS)

- 7.1 The Owners shall execute the General Power of Attorney in favour of the developer simultaneously upon execution of this agreement.
- 7.2 The Owners shall sign and execute all forms, applications and all other papers and verify and affirm required affidavits and declarations as may be required from time to time in connection with or relating to or arising out of construction erection and completion of the project or as may be required from time to time in accordance with the law.
- 7.3 To provide the Developer with appropriate powers as are or may be required in connection with project and to appear for and represent the Owners before all concerned authorities and to sign and execute applications, declarations and other relevant papers and documents to appropriate authorities for temporary and permanent connections of water, sewerage and electrically or as may be required from time to time, in accordance with the law and/or otherwise concerning negotiations for transfer of saleable spaces to the intending Purchasers thereof and all costs and expenses in that respect shall be borne by the Developer. It is made clear that Power of Attorney shall remain valid till completion of the newly proposed building at the aforesaid lands and also until complete transfer of developer's allocation.
- 7.4 While during the course of development of the property, the Owners directly and/or through its authorized representatives, be entitled to have inspection of erection and construction but shall not be entitled to cause any obstruction or hindrance relating to the progress of construction, erection and completion of the building unless there be any gross violation or breach in such construction, erection and/or completion and/or sub-standard materials are used by the Developer.
- 7.5 During the subsistence of this Agreement, the Owners shall not in any manner whatsoever encumber the said premises or any part thereof nor shall enter into any other Agreement or obligation of whatsoever nature

with any other party or parties in respect of the said Lands or any part thereof.

7.6 That the owners within 15 days of the vacation notice to be given by the developer after obtaining the necessary sanction building plan from KMC, shall handover the peaceful vacant possession of the premises to the developer to facilitate the construction work and shift to an alternative accommodation till completion of the building. The owners warrant that they will never sign any document after this day relating to said premises in any nature whatsoever for any reason whatsoever nor will receive any money from anybody whomsoever relating to said premises and if any amount by way of cheque or otherwise reimbursed in the account of the owners the same will be immediately paid to the developer. It is also agreed that the owners after vacation of the said premises may arrange a 3BHK alternative accommodation for themselves and the Developer shall pay the monthly rent for the same not exceeding INR 20000 per month till handing over of owner's allocation.

7.7 The owners declare that there are three nos. of tenants in the said premises and it has been agreed that the owners at its own cost and expenses shall take the entire responsibility and liability to negotiate and make effective settlement with such tenants within a period of sixty days from execution of this agreement by which the tenants shall vacate their respective possession to facilitate commencement of the development work by the Developer. The owners may settle the said tenants either by way of providing them monetary compensation for relinquishment of their tenancy rights or alternatively by giving them an equivalent space in the building as may be designated and identified by the Developer. The cost of such compensation or otherwise shall be exclusively borne by the Owner at the absolute exclusion of any liability on the part of Developer. In the event of the owners providing them an alternative space in the said new building, the same shall be adjusted against the area of owners' allocation. The entire area given or cause to be given to the tenants in the newly proposed building shall be deducted and/or adjusted from the owners' allocation at the absolute exclusion of any

liability on the part of the Developer. It is agreed that the Developer may not submit any building plan for sanction unless the entire premises is fully vacated by the owners and the tenants. If the owners fail and/or neglect to settle the tenants within the stipulated time, the Developers at their discretion may either extend the period of settlement of such tenants subject to payment of a reasonable damages or settle the tenants at their own cost and initiative in which event the cost of such settlement shall be adjusted from the owners allocation at the rate of INR four thousand per sq.ft. ("specified rate")

- 7.8 The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the said Lands.
- 7.9 The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the matter of construction of the New Buildings by the Developer.
- 7.10 The Owners hereby agree and covenant with the Developer not to do any act or thing whereby the Developer may be prevented from selling, assigning and/or disposing of the spaces/units in the said complex.
- 7.11 All Outgoings including the rates, taxes, related interest and penalty, if any, in respect of the said premises upto the date of handing over the vacant possession of the same shall be borne and paid by the owners.
- 7.12 The Owners hereby covenant not to let out, grant lease, mortgage and/or charge the said premises or any portion thereof save in the manner envisaged in this Agreement.
- 7.13 The owners shall not be entitled to cancel this agreement under any circumstances whatsoever. However, in case of any dispute, discrepancy or infirmity is found in the title or possession of the premises or otherwise or, if the owners fail to discharge their obligations made hereunder, or in the event of any rival claim arises with regard to title of the said land, the owners shall cure and rectify all such disputes and infirmities at their own cost and initiative, failing which, the Developer

shall either settle the disputes by themselves and adjust the cost of such settlement from the owners' allocation at the specified rate or alternatively be entitled to terminate this agreement at its discretion and in such event, the owners shall refund the entire money borne by the Developer in the said premises or incurred towards development thereof along with interest @24% p.a.

- 7.14 The transferees of the saleable areas in the said project who may enter into agreements for sale at the instance of the developer, shall be entitled to obtain and be granted the proportionate, undivided and impartible ownership, right, title and interest in the said property by the owners pertaining to and/or attributable to the area of the apartment agreed to be sold to and purchased and acquired by such transferees from or through the developer. Hence, all documents executed by the developer and the transferees and or nominees shall be deemed to be executed by the owners herein and shall be deemed to have the endorsement of the owners.

8. ARTICLE-VIII (CONSIDERATION, FINANCE AND ACCOUNTS)

- 8.1 In consideration of the Developer agreeing to construct and providing the Owners' allocation, as fully mentioned and described in the Article I written hereinabove, the Owners agree to transfer developer's allocation with proportionate undivided share in the said land, attributable to the Developer's Allocation and the entire excluded and reserved areas, to the Developer or its nominee or nominees in such part or parts as Developer desire and hereby grant to the Developer the exclusive right to develop the said property.
- 8.2 In consideration of the land, the owners would be entitled to the owners' allocation as mentioned in Schedule-C. And in consideration of the cost of development of the proposed building, the developer would be entitled to the developer's allocation as described in Schedule-D at the absolute exclusion of any right, title or interest of the owners. The second and third floor shall be included and form part of the Developer's allocation in

the event of sanction is granted and approved by the Kolkata Municipal Corporation for construction of a G+IV storied Building as per the proposed plan. Inasmuch as it has been mutually agreed amongst the owners that the entire owners' allocation will be distributed only between the owner no.1 and 2 and the Owner no.3 shall not claim any right over the same, the Developer at the request of all the owners has agreed to handover the space arising out of the owners' allocation in the manner to be decided by the owner no.1 and 2. It is declared by the owner no.3 that she does not have any objection to such manner of distribution and she will not raise any claim in future on such account either against the owner no.1 and 2 or the Developer. The owner no.3, if required, shall execute necessary documents to convey her right, title and interest in respect of the owners' allocation in favour of the owner no.1 and 2.

8.3 The land upon which the said building shall be erected and constructed and appurtenant thereto as also the common areas facilities to be provided for and/or at the said building shall always remain common, impartible, indefeasible and undivided. The Developer shall be entitled to deal with its allocated portions together with the undivided proportionate share or interest in the land as well as the common areas and facilities in accordance with the law.

~~8.4~~ That the power of attorney to be executed by the owners will be deemed to be irrevocable in all practical purposes.

8.5 Subject to the above restrictions and conditions contained herein the Developer or the sub-developer, as the case may be, shall be entitled to enter into any Agreement relating to the saleable spaces or any part thereof on such terms and conditions and stipulations as it may deem fit and proper in accordance with law and the Owner shall execute required indenture in respect of same unto and in favour of the nominee or nominees of the Developer and cause the same registered in accordance with law and admit such execution registration provided however all costs, charges and expenses of the required value of stamp duty, registrations costs or incidental thereto shall be paid and borne by the Developer and/or its nominee or nominees, as the case may be.

9. ARTICLE-IX (JOINT OBLIGATIONS)

- 9.1 The parties hereto shall not be considered to be liable for any obligation herein to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.
- 9.2 To comply with and observe all regulations that may be framed for proper and systematic enjoyment and up-keep of the lands.
- 9.3 To pay punctually and regularly for their respective allocations all rates, taxes, levies, fees, charges, impositions and outgoing to the concerned authorities or otherwise as may be mutually agreed upon by and between the parties hereto and/or the respective Owners and recorded in writing and the parties hereto shall keep each other duly indemnified against all claims actions demands, costs, charges and expenses and proceedings whatsoever directly or indirectly suffered by or be paid by either of them as the case may be consequent upon any default by the other.
- 9.4 To pay punctually and regularly their respective proportionate part of share of service, charges for the common areas and facilities and until formation and registration of the said premises under provisions of the West Bengal Apartments Act and the rules framed there under, the Developers shall be entitled to collect and provided the required service thereof.
- 9.5 The parties hereto shall not be considered to be liable for any obligation herein under to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.
- 9.6 Until installation of separate meters for supply of electrical energy at the respective units to pay charges for consumption of electrical energy

consumed in the respective units and proportionate part of common areas and facilities within the time as may be stipulated.

- 9.7 To comply with and observe all regulations that may be framed for proper and systematic enjoyment and up-keep of the premises.
- 9.8 To permit at all reasonable time the concern authorized person in charge of the maintenance of the said premises and the building to enter into any part of the spaces and view and inspect the interiors thereof or for the purpose of repair or replacement of any common pipes, drains or installations.
- 9.9 Not to create any disturbances or annoyance either to the other co-occupiers of the Building or to the neighbours.
- 9.10 Not to store or keep any article, dirt or refuse on any part of the common areas save and except the specified portion of so demarcated in writing.
- 9.11 Not to affix any sign board on any part of the Building or to paint or colour any part of the outer walls, windows or other parts of the units atleast so far the external portion of the building in concerned.
- 9.12 Not to do or permit to be done any acts, deeds or things which may prejudice the insurance cover of the building.
- 9.13 Not to claim any additional right save and except provided in writings.

10. ARTICLE-X (TERMINATION)

- 10.1 Notwithstanding anything to the contrary contained herein, the owners shall, without prejudice to their rights under law, be not entitled to terminate this Agreement under any circumstances whatsoever inasmuch as the owners hereby transfer substantial right and interest in favour of the developer in respect of the said premises.

- 10.2 In the event of for breach of contract or default by either party, the defaulting party shall pay damages for the various losses and damages suffered by the non-defaulting party.

11. ARTICLE-XI (MISCLLAEOUS)

- 11.1 Nothing contained herein shall be deemed to construe or constitute as partnership between the Owners and the Developer or an association or persons. Nothing in these presents, shall be construed as a sale, demise or assignment or conveyance in lieu of the said lands or any part thereof to the Developer by the Owner or as creating any right title or interest in respect thereof in favour of the Developer other than an exclusive permission and right in favour of the Developer to develop the same subject to the terms and conditions of these presents.
- 11.2 It is understood that from time to time to facilitate the development work, various acts, deeds matters and things not herein specified may be required to be done, executed and performed and for which the developer shall require adequate powers and authorities from the owners and for such matters, the owner shall provide all required power and authorities unto and in favour of the developer as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required from time to time in accordance with the law provided that those acts, deeds, matters and things do not in any way infringe or prejudice the right of the Owners and or be contrary to the terms and stipulations contained in these presents or against the spirit thereof.
- 11.3 Each party shall be responsible and liable for their respective share of taxes and impositions relating to their respective allocations after completion of the building and handing over vacant possession of the respective units to the respective parties in habitable condition.
- 11.4 The owners hereby undertake that the Developer shall be entitled to complete development of the said property and construct the New

Buildings and enjoy its allotted space without any interference and/or disturbance. The Owners hereby agree to indemnify the Developer against all actions, suits, claims, costs and proceedings that may arise in respect of or relating to the Owners' title of the said property.

- 11.5 The parties shall indemnify and keep each other saved, harmless and indemnified of from against any and all loss, damage or liability (whether criminal or civil) suffered by the other party.
- 11.6 Any notice or other written communication given under, or in connection with, this agreement may be delivered personally with acknowledgement or sent by prepaid recorded delivery, or by registered post with acknowledgement due or through courier service to the proper address and for attention of the relevant party (or to such other address as is otherwise notified by each party from time to time). The Owners shall address all such notices and other written communications to the Developer and the Developer shall address all such notices and other written communications to the first owner.
- 11.7 Any delay or indulgence by the owners in enforcing the terms of these presents or any forbearance or giving of time to the developer shall not be construed as a waiver of any breach or non-compliance nor shall the same, in any manner, prejudice the rights of the owners.
- 11.8 Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.
- 11.9 Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

11.10 This Agreement and the Schedules attached hereto constitute the entire agreement between the parties and supersede all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this Agreement except as specifically set out in this Agreement. The Schedules hereto form an integral part of this Agreement and are incorporated by reference herein.

11.11 Neither party shall be liable to the other or deemed to be in default under this Agreement for any failure or delay to observe or perform any of the terms and conditions applicable to it under this Agreement (other than the payment of money) caused or arising out of any act beyond the control of that party and where any failure or delay is caused by such event all times provided for in this Agreement shall be extended for a period commensurate with the period of delay.

11.12 The Developer shall not be considered to be liable for any obligations herein to the extent that the performance of such obligation is prevented by the existence of force majeure condition. In this regard, 'force majeure' shall mean and include flood, earthquake, riot, war, storm, tempest, Pandemic or epidemic, civil commotion, strike/ lock out and/or any other act beyond the control of the parties hereto.

11.13 **Owners' undertakings and covenants** : The owners after delivery of owners' allocation shall all along abide by the following terms and conditions:

11.13.1 THAT from and after the date of receipt of delivery of possession of the said Unit, the owners will not be entitled for partition of the said premises by metes and bounds or any part of the land ;

11.13.2 THAT the owners, their servants and agents will not in any obstruct or cause to be constructed the Common Passage, Landings Areas, Roof, Terrace, Staircase of the said property not there any rubbish or other materials, goods or furniture nor shall do or cause to be done or allow any act, deed, matters or things whereby the cause and enjoyments of the Common Parts,

Common amenities and common conveniences of the said property be in the way of prejudicially affected or vitiated;

- 11.13.3 THAT the owners and also other Purchaser of the said premises shall abide by all laws, bye-laws and regulations of the Kolkata Municipal Corporation or any other authorities and shall attend and answer and be responsible for breach of any laws, rules and regulations.
- 11.13.4 THAT the owners shall not keep nor store in the said premises any inflammable or combustible articles such as explosives chemicals, films or any offensive articles as such binds or manures or food grains or any other materials given an offensive smell nor shall be the Purchaser to do anything which shall be constitute any nuisance or annoyance to the occupiers of the other Units in the said building ;
- 11.13.5 THAT the owners shall not use the said premises or any portion thereof in such manner which may be or is likely to cause nuisance or annoyance to the Occupiers of the other Units in the said building or Occupiers of adjoining or neighbouring properties nor shall use the same for any illegal or immoral purposes ;
- 11.13.6 THAT the owners shall not throw or accumulated any dirty rubbish, rage or refuse or permit the same to be thrown or allow the same to be accumulated in the Compound or any portion of the Building and shall not light or burn coal, coke or charcoal in the common areas in the said premises ;
- 11.13.7 FROM the date of delivery of possession of the said owners' allocation, owners shall pay their proportionate share of taxes in respect of the said premises until apportionment is done in their name;
- 11.13.8 The owners shall always use the allocation only for lawful purposes and shall not store any goods of hazardous or combustible nature or which can cause damage to the flat and/or assets of other occupants or the equipment in the Building or use the flat for any activity which may be immoral or unlawful.
- 11.13.9 The owners undertake to join the Association of Flat Owners as may be formed by the Owner/Developer on behalf of the flat

owners and to pay any fee, subscription charges thereof and to complete such documentation and formalities as may be required and/or deemed necessary by the Owner/Developer for this purpose.

11.13.10 The owners shall abide by all laws, bye-laws and regulations of the Kolkata Municipal Corporation or any other authorities and shall attend and answer and be responsible for breach of any laws, rules and regulations. The owners shall not make any structural addition or alteration in and around their respective allocated flats or erect brick, partition thereof after taking physical possession.

11.13.11 Upon possession of the owners' allocation being given to the owners, they have no claim against the Developer as to the time taken for completion of work, quality of work done and materials used for the installations etc. in the said flat or other portion on any ground whatsoever.

11.13.12 **Further Covenants** - The Owners shall, at its own costs and expenses, do the following:

- i. Keep the Building and every part thereof and all fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place.
- ii. Use the Building and all Common Areas and Services carefully, peacefully and quietly and only for the purpose for which it is meant.
- iii. Use all paths, passages and staircases for the purpose of ingress and egress and for no other purpose whatsoever.
- iv. Install all fire fighting and sensing system gadgets and equipment as required under law in the said building and shall keep the said building free from all hazards relating to fire.

11.13.13 **General Restrictions** - The Owners shall NOT do the following:

- i. Obstruct the other co-owners in its acts relating to the common purposes.
- ii. Violate any of the rules and/or regulations laid down for the common purposes and for the user of the Common Areas and Services.

- iii. Injure, harm or damage the Common Areas and Services or any other flats in the Building by making any alterations or withdrawing any support or otherwise.
- iv. Alter any portion, elevation or color scheme of the Building.
- v. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas and Services SAVE at the places indicated there for.
- vi. Place or cause to be placed any article or object in the Common Areas and Services.
- vii. Claim any exclusive right, title or interest in respect of the roof/terrace of the said building.
- viii. Carry on or cause to be carried on any obnoxious or injurious activity in or through the Property or the Common Areas and Services.
- ix. Do or permit anything to be done which is likely to cause nuisance or annoyance to other occupants of the Building.
- x. Put up or affix any sign board, name plate or other things or other similar articles in the Common Areas And Services or outside walls of the Building and/or outside walls of the Property PROVIDED THAT this shall not prevent the Purchaser from displaying name board/plate outside the main door of the flat.
- xi. Keep store any offensive, combustible, obnoxious, hazardous or dangerous articles in the flat.
- xii. Affix or draw any wire, cable, pipe from, to or through any Common Areas and Services or outside walls of the Building or other flats SAVE in the manner indicated by the Developer.
- xiii. Keep any heavy articles or things which are likely to damage the floors or operate any machine.
- xiv. Install or keep or run any generator so as to cause nuisance to the other occupants of the Building.
- xv. drill, break, maim, hammer or in anyway damage or destroy the beams and columns in the floor, ceiling and walls of the said flat
- xvi. modify or alter the outer colour scheme or facade or elevation of the said building or any part thereof otherwise than in the manner agreed by the developer in writing nor do or permit to be done in the balconies or in the said flat any act deed or thing which may have the effect of altering or disturbing the outer look of the said building
- xvii. Keep in the parking place anything other than private motor or motorcycle and shall not raise or put up any kutchra or pacca

construction grilled wall or enclosure thereon or part thereof and shall keep it always open as before

12. ARTICLE-XII (DISPUTE RESOLUTION)

- 12.1 If any dispute arises between the parties relating to or arising out of this Agreement, then either party may give written notice to the other party of the dispute specifying in reasonable the nature of the dispute; and the matters on which the parties are unable to agree as at the date of that notice.
- 12.2 Arbitration & Conciliation: Arbitration & Conciliation: In case of any difference or dispute arising, directly or indirectly, between the parties herein on any of the terms and conditions contained herein or any dispute, differences or claims arising out of or between the Parties in connection with this Agreement or touching these presents, the construction of any of its provisions, or the rights, duties or liabilities of the Parties hereto hereunder including the validity and existence of this Agreement, such difference or dispute shall be referred to sole arbitrator namely Mr. SubirKumar Chandra, Advocate of 9/2B, N.C. Choudhury Road, P.O. & P.S. Kasba, Kolkata 700042 and the award of the arbitrator shall be final and binding on the parties. The provision of the Arbitration and Conciliation Act, 1996 and any modification thereof shall be applicable for settlement of disputes, thus referred. The Venue for holding all such proceeding shall be at the head office of Licensee. The arbitration proceedings shall be conducted in English. The award made in such arbitration will be final and binding on the Parties.
- 12.3 This Agreement is executed in Kolkata and only the Hon'ble High Court at Kolkata and all its subordinate courts shall have the jurisdiction.

SCHEDULE "A" ABOVE REFERRED TO

[property]

ALL THAT the piece or parcel of land measuring about 3 (three) cottah 13 (thirteen) chittacks 22 (twenty-two) sq.ft. together with a partly two storied and partly three

storied brick built messuage tenement and dwelling house thereon covering a total area of 5000 sq. ft. (out of which the ground floor and first floor are measuring about 2000 sq. ft. each and second floor is measuring about 1000 sq. ft.), formed out of Holding No.363 in Mouza Beltola, Dehi Bhawanipore Sub Division P of Division V lying and being situated at KMC Premises No. 53B/1A, Garcha Road (formerly 53B, Garcha Road), Police Station then Ballygunge now Garlahat, Kolkata 700019 within the limits of Kolkata Municipal Corporation, Ward No. 86, Dist. 24 Parganas (South) and the said Property is butted and bounded in the manner as follows:-

- ON THE NORTH : By Premises No. 53A, Garcha Road;
ON THE SOUTH : By Premises No.53/1, Garcha Road;
ON THE EAST : By part of Premises No.50D 50K, Garcha Road;
ON THE WEST : By 15'-9" i.e. 4800 meter wide Garcha Road.

SCHEDULE "B" AS REFERRED TO ABOVE

[specification of construction]

A. NATURE OF CONSTRUCTIONS:

R.C.C column structure M-20 grade, with 8" thick external and 3" thick brick partition walls, inside will be finished by cement and finished with plaster of parish and outer wall will be plastered and finished with cement based paints. The height of each floor will be as per KMC rules. **(All works would be done as per IS specifications and recommendation).**

AA. Elevation

Modern Elevation conforming to latest international designs

B. Doors:

- a) Main door, solid core flush door with twin bolt lock and latches, 1 handle, 1 door stopper, 1 bumper, 1 magic eye hole.
Others door painted flush door with Godrej cylindrical locks, 1 stopper, 1 bumper
- b) Sal wood door frame as approved by the Architect
- c) Electrical bell point

C) Windows:

All windows will be made of Aluminium fitted with sliding glass panels (powder coated Aluminium window sliding type with 5 mm glass panels)

D) Kitchen:

Granite cooking platform with cylinder space on bottom and stainless Steel sink and dado of cooking platform will be built with ceramic tiles. Counter table with polished granite top and stainless sink. Ceramic tiles upto 3 feet height of counter table. Floors will be fitted with Anti skied tiles.

E) Toilets:

Toilets of each flat on Western type with mixer with shower. Bipcock, white basin, and marble/vitrified tiled floor and one commode will be provided at attached toilet.

All bathrooms will be provided with concealed pipe lines for hot and coldwater in shower and basin. White sanitary ware, chromium plated fittings of reputed make. Ceramic tiles upto 6' feet height. Exhaust fan points in all toilets along with Geyser points.

F) Floor:

Floors will be furnished with Vitrified tiles. Flats are fully tiles, staircase and lobby with marble flooring and marble skirting where required.

G) Electric:

Concealed copper wiring with modular Switches of reputed make.

Provisions for Telephone, TV, AC, points in each bedroom, living and dining rooms

Concealed wiring in the entire unit with electrolytic copper conductors

Intercom facilities in each apartment.

H) Water Supply:

KMC water supply at pure level

Overhead tank for sufficient storage & supply.

I) Extra Common Facilities:

Elevator : 4 passenger's elevator

Toilets on the ground floor for use of the caretakers/servants of the premises.

Caretakers room

SCHEDULE "C" AS REFERRED TO ABOVE

[Group-B Owners' allocation]

The owners shall be provided with 55% of the sanction area in the proposed building in the form of residential flats and car parking spaces and such percentage of allocation shall also include an office space of 150 sq. ft. SBU in the ground floor as earmarked by the Developer together with proportionate share of all common facilities, spaces, Infrastructures, equipment, utilities, roof right, civic amenities as to be provided in the said building at the aforesaid Premises at the discretion of the developer subject to deduction of area in proportion to the cost incurred by the developer, if any. The entire area given or promised to be given to the existing tenants by the owners in the newly proposed building shall be deducted and/or adjusted from the owners' allocation at the absolute exclusion of any liability on the part of the Developer.

SCHEDULE "D" AS REFERRED TO ABOVE

(Developer's allocation)

Save and except the owners' allocation as aforesaid, the Developer shall be entitled to the entire constructional areas of the proposed building at the said premises which shall include without limitation the car parking spaces, residential/commercial spaces together with proportionate share of all common facilities, spaces, Infrastructures, equipment, utilities, roof right, civic amenities as to be provided in the said building at the aforesaid Premises to be transferred by the owners to the Developer or its nominated person(s).

SCHEDULE "E" AS REFERRED TO ABOVE

[Part-I]

[Common Areas and facilities]

- a) Open passages and drive ways around the Building and Boundary walls along the periphery of the Premises.

- b) The foundation, columns, girders, beams, supports, main walls, halls corridor, lobbies, stairs, stair-ways and entrances and exits of the building Staircases, Pump Room and Electric Meter Room.
- c) CESC Room and Common Toilet in the ground floor.
- d) The installation for common service such as the drainage systems in the premises, water supply arrangements in the premises including water supply from the Kolkata Municipal Corporation.
- e) Reservoir on the roof of the top floor of the building pump, underground reservoirs, motor pump, pipes and all other apparatus and installations in the premises for common use, septic tanks, pits drainage and sewerage lines and related accessories.
- f) Pump and motor for water supply and Wiring and accessories for lighting of Common Areas.
- g) Drains, sewerage lines, rain water disposal lines and pipes and pits in connection therewith.

[Part-II]

[Excluded and Reserved Areas]

- a) All kiosks;
- b) Such other spaces as may be designated by the Developer from time to time

SCHEDULE "F" AS REFERRED TO ABOVE

(common expenses)

- a) All costs of maintenance, operating, replacing, white washing, re-building, reconstruction, decorating and lighting of the Common Areas and Services and also the outer walls of the Building.
- b) The salaries of all persons employed for operating and maintaining the Common Areas and Services in the Building.
- c) All charges and deposits for suppliers of common utilities.
- d) Municipal taxes and other outgoing SAVE those separately assessed on the respective Exclusive Spaces of the Co-owner and/or on the Property being conveyed under these presents.

- e) Costs and charges of establishment for maintenance of the Building and for watch and ward staff.
- f) All litigation expenses for protecting the title of the Premises and the Building.
- g) All other expenses and outgoings as are deemed necessary by the Co-Owner including the Purchaser herein for regulating and maintaining the Common Areas and Services.

SCHEDULE "G" AS REFERRED TO ABOVE

(The Easements)

The Purchaser along with other Co-Owner shall have the following rights, easements, quasi-easements, privileges and/or appurtenances:

- a) The right of common passage, user and movement in all the Common Areas And Services;
- b) The right of passage of utilities, including, connection for telephones, televisions, pipes, cables, etc., through each and every part of the Building;
- c) Right of support, shelter and protection of each portion of the Building by other and/or others thereof;
- d) The absolute unfettered and unencumbered right over the Common Areas And Services SUBJECT TO the terms and conditions herein contained;
- e) Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the user of the building in common by many persons;
- f) Right to install antenna and other electrical electronic reception systems at such place on the ultimate roof of the Building, as be demarcated by the Developer for such purpose, from time to time;

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

SIGNED AND DELIVERED

By the PARTIES at Kolkata

In the presence of :

1. Sribalsh Munder
2AD/1 Jyotish Roy Road,
New Alipore, Kolkata - 700053
2. Sayani Bose

Sudipta Mallick
Mainak Mallick
Maity Mallick

OWNERS

U.S.T.CONSTRUCTIONS

[Signature]
PARTNER

DEVELOPER

Drafted and prepared By Me

Sayani Bose

SAYANI BOSE
(Advocate)

F/1655/2018

Alipore Judge's Court

Kolkata - 700 002

Thumb 1st Finger Middle Finger Ring Finger Small Finger



| | | | | | |
|------------|--|--|--|--|--|
| left hand | | | | | |
| right hand | | | | | |

NameS.D.D.I.P.T.A. MALLICK-

Signature ..Sundipta Mallik

Thumb 1st Finger Middle Finger Ring Finger Small Finger



| | | | | | |
|------------|--|--|--|--|--|
| left hand | | | | | |
| right hand | | | | | |

Name MAINAK MALLICK

Signature Mainak Mallik

Thumb 1st Finger Middle Finger Ring Finger Small Finger



| | | | | | |
|------------|--|--|--|--|--|
| left hand | | | | | |
| right hand | | | | | |

Name MAITREYEE MALLICK

Signature Maitreyee Mallik

Thumb 1st Finger Middle Finger Ring Finger Small Finger



| | | | | | |
|------------|--|--|--|--|--|
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| right hand | | | | | |

Name SOURAV ROY
 Signature *Sourav Roy*

Thumb 1st Finger Middle Finger Ring Finger Small Finger

| | | | | | | |
|-------|------------|--|--|--|--|--|
| PHOTO | left hand | | | | | |
| | right hand | | | | | |

Name
 Signature

Thumb 1st Finger Middle Finger Ring Finger Small Finger

| | | | | | | |
|-------|------------|--|--|--|--|--|
| PHOTO | left hand | | | | | |
| | right hand | | | | | |

Name
 Signature



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

GRN Details

GRN: 192021220195918601 Payment Mode: Online Payment
GRN Date: 01/03/2022 20:18:25 Bank/Gateway: HDFC Bank
BRN : 1725002536 BRN Date: 01/03/2022 20:03:41
Payment Status: Successful Payment Ref. No: 2000650843/1/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Sourav Roy
Address: 67/1, S N Roy Road Kolk-38
Mobile: 9674675024
EMail: somu232006@gmail.com
Depositor Status: Seller/Executants
Query No: 2000650843
Applicant's Name: Miss SAYANI BOSE
Identification No: 2000650843/1/2022
Remarks: Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy): 01/03/2022
Period To (dd/mm/yyyy): 01/03/2022

Payment Details

| Sl. No. | Payment ID | Head of A/C Description | Head of A/C | Amount (₹) |
|---------|-------------------|--|--------------------|--------------|
| 1 | 2000650843/1/2022 | Property Registration- Stamp duty | 0030-02-103-003-02 | 40000 |
| 2 | 2000650843/1/2022 | Property Registration- Registration Fees | 0030-03-104-001-16 | 7 |
| | | | Total | 40007 |

IN WORDS: FORTY THOUSAND SEVEN ONLY.



Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip

| | | |
|--|--|--|
| Query No / Year | 2000650843/2022 | Office where deed will be registered |
| Query Date | 28/02/2022 5:09:10 PM | Deed can be registered in any of the offices mentioned on Note: 11 |
| Applicant Name, Address & Other Details | SAYANI BOSE 8/97A, BIJAYGARH, Thana : Jadavpur, District : South 24-Parganas, WEST BENGAL, PIN - 700032, Mobile No. : 9874587944, Status : Advocate | |
| Transaction | Additional Transaction | |
| [0110] Sale, Development Agreement or Construction agreement | | |
| Set Forth value | Market Value | |
| Rs. 2,58,55,000/- | Rs. 2,58,56,876/- | |
| Total Stamp Duty Payable(SD) | Total Registration Fee Payable | |
| Rs. 40,000/- (Article:48(g)) | Rs. 7/- (Article:E) | |
| Mutation Fee Payable | Expected date of Presentation of Deed | Amount of Stamp Duty to be Paid by Non Judicial Stamp |
| Remarks | | |

Land Details :

District: South 24-Parganas, Thana: Gariahat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Garcha Road, , Premises No: 53B/1A, , Ward No: 086, Holding No:363, Pin Code : 700019

| Sch No | Plot Number | Khatian Number | Land UseROR Proposed | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|---------------|-------------|----------------|----------------------|-----------------------------|-------------------------|-----------------------|---------------------|
| L1 | (RS :-) | | Bastu | 3 Kathia 13 Chatak 22 Sq Ft | 2,24,80,000/- | 2,24,81,876/- | Property is on Road |
| Grand Total : | | | | 6.341Dec | 224,80,000 /- | 224,81,876 /- | |

Structure Details :

| Sch No | Structure Details | Area of Structure | Selforth Value (In Rs.) | Market value (In Rs.) | Other Details |
|--|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1 | On Land L1 | 5000 Sq Ft. | 33,75,000/- | 33,75,000/- | Structure Type: Structure |
| Gr. Floor, Area of floor : 2000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete | | | | | |
| Floor No: 1, Area of floor : 2000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete | | | | | |
| Floor No: 2, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete | | | | | |
| Total : | | 5000 sq ft | 33,75,000 /- | 33,75,000 /- | |



and Lord Details :

| SI No | Name & address | Status | Execution Admission Details : |
|-------|---|------------|--|
| 1 | Smt SUDIPTA MALLICK Wife of Late KASHI NATH MALLICK,53B/1A, Garcha Road, City:- Not Specified, P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. AExxxxxx0L, Aadhaar No.: 70xxxxxxxx8406,Status :Individual, Executed by: Self To be Admitted by: Self | Individual | Executed by: Self To be Admitted by: Self |
| 2 | Mr MAINAK MALLICK Son of Late KASHI NATH MALLICK,53B/1A, Garcha Road, City:- Not Specified, P.O:- BALLYGUNGE, P.S:-Gariahat, District:- South 24-Parganas, West Bengal, India, PIN:- 700019 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. BQxxxxxx7K, Aadhaar No.: 98xxxxxxxx2047,Status :Individual, Executed by: Self To be Admitted by: Self | Individual | Executed by: Self To be Admitted by: Self |
| 3 | Mrs MAITREYEE MALLICK Wife of Mr ARIJIT BHATTACHARYA,53B/1A, Garcha Road, City:- Not Specified, 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. BUxxxxxx9H, Aadhaar No.: 95xxxxxxxx1393,Status :Individual, Executed by: Self To be Admitted by: Self | Individual | Executed by: Self To be Admitted by: Self |

Developer Details :

| SI No | Name & address | Status | Execution Admission Details : |
|-------|--|--------------|-------------------------------|
| 1 | UST CONSTRUCTIONS (Partnership Firm) .67/1, S. N. Roy Road, City:- Not Specified, P.O:- SAHAPUR, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 PAN No. AAxxxxxx5H, Aadhaar No Not Provided by UIDAIStatus :Organization, Executed by: Representative | Organization | Executed by: Representative |

Representative Details :

| SI No | Name & Address | Representative of |
|-------|--|--|
| 1 | Mr SOURAV ROY Son of Mr SUBRATA ROY67/1, S. N. Roy Road, City:- Not Specified, P.O:- SAHAPUR, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ALxxxxxx6K, Aadhaar No.: 42xxxxxxxx6708 | UST CONSTRUCTIONS (as MANAGING PARTNER) |

Identifier Details :

| Name & address |
|---|
| Mr SRIBATSA MUNDA Son of Late S MUNDA 24D/1, Jyotish Roy Road, City:- Not Specified, P.O:- NEW ALIPORE, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, Identifier Of Smt SUDIPTA MALLICK, Mr MAINAK MALLICK, Mrs MAITREYEE MALLICK, Mr SOURAV ROY |



Transfer of property for L1

| Sl.No | From | To. with area (Name-Area) |
|-------|-----------------------|-------------------------------|
| 1 | Smt SUDIPTA MALLICK | UST CONSTRUCTIONS-2.11368 Dec |
| 2 | Mr MAINAK MALLICK | UST CONSTRUCTIONS-2.11368 Dec |
| 3 | Mrs MAITREYEE MALLICK | UST CONSTRUCTIONS-2.11368 Dec |

Transfer of property for S1

| Sl.No | From | To. with area (Name-Area) |
|-------|-----------------------|---------------------------------|
| 1 | Smt SUDIPTA MALLICK | UST CONSTRUCTIONS-1666.67 Sq Ft |
| 2 | Mr MAINAK MALLICK | UST CONSTRUCTIONS-1666.67 Sq Ft |
| 3 | Mrs MAITREYEE MALLICK | UST CONSTRUCTIONS-1666.67 Sq Ft |

Owner and Land or Building Details as received from KMC :


| Sc. No. | Property Identification by KMC | Registered Deed Details | Owner Details of Property | Land or Building Details |
|---------|--|---|--|---|
| L1 | Assessment No. : 110860901638 Premises No. : 53B/1A Ward No. : 086 Street Name : GARCHA ROAD | Reference Deed No. : Date of Registration. : Office Where Registered : | Owner Name : MRS SUDIPTA MALLICK, MR MAINAK MALLICK, , MRS MAITREYEE MALLICK Owner Address : 53B/1A,GARCHA ROAD, , KOLKATA-19 Pin No. : 700019 | Character of Premises: Total Area of Land: |

Note:

- If the given information are found incorrect, then the assessment made stands invalid.
- Query is valid for 30 days (i.e. upto 30-03-2022) for e-Payment . Assessed market value & Query is valid for 30 days.(i.e. upto 30-03-2022)
- Standard User charge of Rs. 240/-(Rupees Two hundred forty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
- e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
- e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
- Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
- Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
- Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
- Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
- This eAssessment Slip can be used for registration of respective deed in any of the following offices:
D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - II SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-PARGANAS, D.S.R. - IV SOUTH 24-PARGANAS, A.D.S.R. ALIPORE, D.S.R. - V SOUTH 24-PARGANAS, A.R.A. - I KOLKATA, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA



स्थायी सेवा संख्या / PERMANENT ACCOUNT NUMBER
AERPM3530L



नाम / NAME
SUDIPTA MALLICK

पिता का नाम / FATHER'S NAME
SAROJENDRA LAL CHOWDHURY

जन्म तिथि / DATE OF BIRTH
17-09-1954

हस्ताक्षर / SIGNATURE
Sudipta Mallick

S. Das
असफल अधिकारी, प.नं. XI
COMMISSIONER OF INCOME-TAX, W.B. - XI

Sudipta Mallick

इस कार्ड के खो / गिर जाने पर कृपया जारी करने वाले अधिकारी को सूचित / वापस कर दें
संयुक्त अधिकारी (प्रणाली एवं तकनीकी),
फै-7,
चौरंगी स्क्वायर,
कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to
the issuing authority :
Joint Commissioner of Income-tax (Systems & Technical),
P-7,
Chowringhee Square,
Calcutta- 700 069.



भारत सरकार
GOVERNMENT OF INDIA



সুদীপ্তা মলিক
Sudipta Mallick
পিতা : সুরেন্দ্র নাথ চৌধুরী
Father : Surojendra LAL CHOWDHURY
জন্ম বার / Year of Birth : ১৯৫৪
মহিলা / Female



7082 5739 8406

অধিকার - সাধারণ মানুষের অধিকার

Sudipta Mallick



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
৫৩৮/১/এ গার্চা রোড, বঙ্গা
রোড, বালীগঞ্জ, কলকাতা ৭০০০১৯
কলকাতা, পশ্চিমবঙ্গ, ৭০০০১৯

Address:
538/1A GARCHA ROAD,
GARCHA ROAD,
BALLYGUNGE, Ballygunge
S.O, Ballygunge, Kolkata,
West Bengal, 700019

১৯৮৭
1800 120 1217

help@uidai.gov.in

www.uidai.gov.in

P.O. Box 200, 1962,
Bengaluru-560 002

आयकर विभाग

INCOME TAX DEPARTMENT
MAINAK MALICK
KASHI NATH MALICK



सत्यमेव जयते

भारत सरकार
GOVT. OF INDIA



02/10/1989

Permanent Account Number
BQUPM0347K

Mainak Mallick

Signature



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Mainak Mallick



भारत सरकार
GOVERNMENT OF INDIA



मैनाक मल्लिक
Mainak Mallick
पिता : काशिनाथ मल्लिक
Father : KASHINATH Mallick
जन्म साल / Year of Birth : 1989
पुरुष / Male



9860 8876 2047

आधार - साधारण मानुषेर अधिकार

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Mainak Mallick



আধার

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:

৫৩বি/১এ গরচা রোড, গরচা
রোড, বালিগঞ্জ, বালিগঞ্জ এস.ও,
কলকাতা, পশ্চিমবঙ্গ, 700019

Address:

53B/1A GARCHA ROAD,
GARCHA ROAD,
BALLYGUNGE, Ballygunge
S.O, Ballygunge, Kolkata,
West Bengal, 700019



1947
1800 180 1947



help@uidai.gov.in

WWW

www.uidai.gov.in



P.O. Box No.1947,
Bengaluru-560 001

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आयकर विभाग

INCOME TAX DEPARTMENT

MAITREYEE MALLICK

KASHI NATH MALLICK

10/05/1979

Permanent Account Number

BUKPM1529H

Maitreyee Mallik

Signature



भारत सरकार

GOVT. OF INDIA

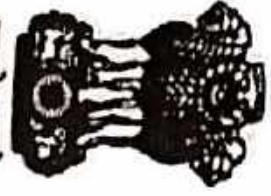


Maitreyee Mallik



13062012

भारत सरकार



भारत सरकार

GOVERNMENT OF INDIA



Maitreyee Mallik

DOB: 10/05/1979

FEMALE

Maitreyee Mallik

9523 9568 1393



मेरा आदहार, मेरी पहचान



भारतीय विभिन्न पहचान प्रधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address

D/O: Kashi Nath Mallick, 53 B, GARCHA
ROAD, Ballygunge, Kolkata,
West Bengal - 700019



1947

1800 300 1947



help@uidai.gov.in

WWW

www.uidai.gov.in

P.O. Box No. 1947,
Bengaluru-560 001

आयकर विभाग
INCOME TAX DEPARTMENT
U S T CONSTRUCTIONS



भारत सरकार
GOVT. OF INDIA



15/04/2014
Permanent Account Number
AAEFU0695H

06/12/2014

U.S.T CONSTRUCTIONS

[Handwritten signature]

PARTNER

U.S.T. CONSTRUCTIONS
[Handwritten signature]
PARTNER

आयकर विभाग
INCOME TAX DEPARTMENT

SOURAV ROY

SUBRATA ROY

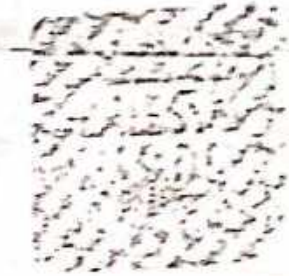
06/08/1976

Permanent Account Number

ALHPR0226K


Signature

भारत सरकार
GOVT. OF INDIA



27042017

Handwritten signature



भारत सरकार
GOVERNMENT OF INDIA



সৌরভ রায়
Sourav Roy
পিতা : সুব্রত রায়
Father : SUBRATA ROY
জন্ম মাল / Year of Birth : 1976
পুরুষ / Male



4284 6400 6708

আধার - সাধারণ মানুষের অধিকার



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
৬৭- ১, এস.এন.রায় রোড,
সাহাপুর, কোলকাতা, পশ্চিমবঙ্গ,
700038

Address:
67/1, S.N.ROY.ROAD,
Sahapur S.O. Sahapur,
Kolkata, West Bengal,
700038

Signature



1947
1800 180 1947



help@uidai.gov.in



www.uidai.gov.in



P.O. Box No.1947,
Bengaluru-560 001



ভারত সরকার
 Unique Identification Authority of India
 Government of India
 Unique Identification Authority No. 201571/00/0000015

To
 S/O Satish Munda
 S/O Satish Munda
 CHARABARI
 Khas Balanda
 Parganas
 North 24 Parganas
 West Bengal 743425
 961075355942



আপনার আধার সংখ্যা / Your Aadhaar No. :
9610 7535 5942

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
 Government of India



সেতার মূন্ডা
 Satish Munda
 জন্ম তারিখ / DOB : 04/05/1996
 পুরুষ / Male



9610 7535 5942

আধার - সাধারণ মানুষের অধিকার



- তথ্য
- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
 - সকলেরই জন্য অনলাইনে প্রমাণিত করা শর্ত রয়েছে।

INFORMATION

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

- আধার সারা দেশে মান্য।
- আধার জড়িয়েতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



ভারতীয় অধিকার পরিষেবা প্রদানকারী
 Unique Identification Authority of India

ঠিকানা:
 এম/ও: সতিশ মূন্ডা, চারাবাড়ি,
 খাসবন্দা, উত্তর ২৪ পরগনা,
 মাদ্যবালান্ডা, পশ্চিম বঙ্গ,
 743425

Address:
 S/O Satish Munda CHARABARI,
 Khas Balanda, North 24
 Parganas, Khasbalanda, West
 Bengal, 743425

9610 7535 5942

Satish Munda

Major Information of the Deed

| | | | |
|--|---|--|------------|
| Deed No : | I-1604-02030/2022 | Date of Registration | 02/03/2022 |
| Deed No / Year | 1604-2000650843/2022 | Office where deed is registered | |
| Deed Date | 28/02/2022 5:09:10 PM | D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas | |
| Applicant Name, Address & Other Details | SAYANI BOSE 8/97A, BIJAYGARH, Thana : Jadavpur, District : South 24-Parganas, WEST BENGAL, PIN - 700032, Mobile No. : 9874587944, Status : Advocate | | |
| Transaction | Additional Transaction | | |
| [0110] Sale, Development Agreement or Construction agreement | | | |
| Set Forth value | Market Value | | |
| Rs. 2,58,55,000/- | Rs. 2,58,56,876/- | | |
| Stampduty Paid(SD) | Registration Fee Paid | | |
| Rs. 40,100/- (Article:48(g)) | Rs. 39/- (Article:E) | | |
| Remarks | Received Rs. 50/- (FIFTY only) from the applicant for issuing the assment slip.(Urban area) | | |

Land Details :

District: South 24-Parganas, P.S:- Gariahat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Garcha Road, Premises No: 53B/1A, Ward No: 086, Holding No:363 Pin Code : 700019




| 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 13 Chatak 22 Sq Ft | 2,24,80,000/- | 2,24,81,876/- | Property is on Road |
| Grand Total : | | | | 6.341Dec | 224,80,000 /- | 224,81,876 /- | |

Structure Details :

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details |
|---|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1 | On Land L1 | 5000 Sq Ft. | 33,75,000/- | 33,75,000/- | Structure Type: Structure |
| <p>Gr. Floor, Area of floor : 2000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 2000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 2, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> | | | | | |
| Total : | | 5000 sq ft | 33,75,000 /- | 33,75,000 /- | |

Lord Details :

Name, Address, Photo, Finger print and Signature

| Name | Photo | Finger Print | Signature |
|--|---|---|---|
| Smt SUDIPTA MALLICK (Presentant) Wife of Late KASHI NATH MALLICK Executed by: Self, Date of Execution: 02/03/2022 , Admitted by: Self, Date of Admission: 02/03/2022 ,Place : Office |  |  |  |
| | 02/03/2022 | 02/03/2022 | 02/03/2022 |

53B/1A, Garcha Road, City:- Not Specified, P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AEXXXXXX0L, Aadhaar No: 70XXXXXXXXS406, Status :Individual, Executed by: Self, Date of Execution: 02/03/2022 , Admitted by: Self, Date of Admission: 02/03/2022 ,Place : Office

| Name | Photo | Finger Print | Signature |
|--|--|--|--|
| Mr MAINAK MALLICK Son of Late KASHI NATH MALLICK Executed by: Self, Date of Execution: 02/03/2022 , Admitted by: Self, Date of Admission: 02/03/2022 ,Place : Office |  |  |  |
| | 02/03/2022 | 02/03/2022 | 02/03/2022 |

53B/1A, Garcha Road, City:- Not Specified, P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: BQXXXXXX7K, Aadhaar No: 9SXXXXXXXX2047, Status :Individual, Executed by: Self, Date of Execution: 02/03/2022 , Admitted by: Self, Date of Admission: 02/03/2022 ,Place : Office

| Name | Photo | Finger Print | Signature |
|--|---|---|--|
| Mrs MAITREYEE MALLICK Wife of Mr ARIJIT BHATTACHARYA Executed by: Self, Date of Execution: 02/03/2022 , Admitted by: Self, Date of Admission: 02/03/2022 ,Place : Office |  |  |  |
| | 02/03/2022 | 02/03/2022 | 02/03/2022 |

53B/1A, Garcha Road, City:- Not Specified, 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.:: BUXXXXXX9H, Aadhaar No: 9SXXXXXXXX1393, Status :Individual, Executed by: Self, Date of Execution: 02/03/2022 , Admitted by: Self, Date of Admission: 02/03/2022 ,Place : Office




Proprietor Details :

Name,Address,Photo,Finger print and Signature

UST CONSTRUCTIONS

67/1, S. N. Roy Road, City:- Not Specified, P.O:- SAHAPUR, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 , PAN No.:: AAxxxxxx5H,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 |
| | Mr SOURAV ROY Son of Mr SUBRATA ROY Date of Execution - 02/03/2022, , Admitted by: Self, Date of Admission: 02/03/2022, Place of Admission of Execution: Office |  <small>Mar 2 2022 2:13PM</small> |  <small>L1 02/03/2022</small> |  <small>02/03/2022</small> |
| 67/1, S. N. Roy Road, City:- Not Specified, P.O:- SAHAPUR, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ALxxxxxx6K, Aadhaar No: 42xxxxxxxx6708 Status : Representative, Representative of : UST CONSTRUCTIONS (as MANAGING PARTNER) | | | | |

Identifier Details :

| Name | Photo | Finger Print | Signature |
|--|--|--|--|
| Mr SRIBATSA MUNDA Son of Late S MUNDA 24D/1, Jyotish Roy Road, City:- Not Specified, P.O:- NEW ALIPORE, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700053 |  <small>02/03/2022</small> |  <small>02/03/2022</small> |  <small>02/03/2022</small> |
| Identifier Of Smt SUDIPTA MALLICK, Mr MAINAK MALLICK, Mrs MAITREYEE MALLICK, Mr SOURAV ROY | | | |

Transfer of property for L1

| Sl.No | From | To. with area (Name-Area) |
|-------|-----------------------|-------------------------------|
| 1 | Smt SUDIPTA MALLICK | UST CONSTRUCTIONS-2.11368 Dec |
| 2 | Mr MAINAK MALLICK | UST CONSTRUCTIONS-2.11368 Dec |
| 3 | Mrs MAITREYEE MALLICK | UST CONSTRUCTIONS-2.11368 Dec |

Transfer of property for S1

| Sl.No | From | To. with area (Name-Area) |
|-------|-----------------------|---------------------------------------|
| 1 | Smt SUDIPTA MALLICK | UST CONSTRUCTIONS-1666.66666700 Sq Ft |
| 2 | Mr MAINAK MALLICK | UST CONSTRUCTIONS-1666.66666700 Sq Ft |
| 3 | Mrs MAITREYEE MALLICK | UST CONSTRUCTIONS-1666.66666700 Sq Ft |

02-03-2022

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 : 4B (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 02-03-2022, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Smt SUDIPTA MALLICK , 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 2,58,56,876/-

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

Execution is admitted on 02/03/2022 by 1. Smt SUDIPTA MALLICK, Wife of Late KASHI NATH MALLICK, 53B/1A, Road: Garcha Road, , P.O: BALLYGUNGE, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession House wife, 2. Mr MAINAK MALLICK, Son of Late KASHI NATH MALLICK, 53B/1A, Road: Garcha Road, , P.O: BALLYGUNGE, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession Service, 3. Mrs MAITREYEE MALLICK, Wife of Mr ARIJIT BHATTACHARYA, 53B/1A, Road: Garcha Road, , P.O: BALLYGUNGE, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession Business

Identified by Mr SRIBATSA MUNDA, , Son of Late S MUNDA, 24D/1, Road: Jyotish Roy Road, , P.O: NEW ALIPORE, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by profession Advocate

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

Execution is admitted on 02-03-2022 by Mr SOURAV ROY, MANAGING PARTNER, UST CONSTRUCTIONS (Partnership Firm), 67/1, S. N. Roy Road, City:- Not Specified, P.O:- SAHAPUR, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038

Identified by Mr SRIBATSA MUNDA, , Son of Late S MUNDA, 24D/1, Road: Jyotish Roy Road, , P.O: NEW ALIPORE, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 39/- (E = Rs 7/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 7/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/03/2022 8:19PM with Govt. Ref. No: 192021220195918601 on 01-03-2022, Amount Rs: 7/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1725002536 on 01-03-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,000/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 40,000/-

Description of Stamp
1. Stamp: Type: Impressed, Serial no 2611, Amount: Rs.100/-, Date of Purchase: 01/03/2022, Vendor name: S Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/03/2022 8:19PM with Govt. Ref. No: 192021220195918601 on 01-03-2022, Amount Rs: 40,000/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1725002536 on 01-03-2022, Head of Account 0030-02-103-003-02

(Signature)

Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - 1

Volume number 1604-2022, Page from 82942 to 83005

being No 160402030 for the year 2022.



Digitally signed by ANUPAM HALDER
Date: 2022.03.08 12:30:30 +05:30
Reason: Digital Signing of Deed.

(Anupam Halder) 2022/03/08 12:30:30 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)