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पश्चिमबङ्ग पश्चिम बङ्गाल WEST BENGAL

H 035231

12143
12/5/22

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

Addl. District Sub-Registrar
Behala, South 24 Parganas

1-2 MAY 2022

DEVELOPMENT AGREEMENT

THIS INDENTURE made on this the 12th day of May, 2022,

Contd/P2

22/08/21 511

নং.....তার.....সূত্র.....
কর্তার নাম.....
সং.....
ডেপুটি স্যার.....
বেহলা এ. ডি. এস. আর. অফিস

AVISHEK GUHA
Advocate
High Court, Calcutta
120/1A, Sankar Majumdar Road,
Kolkata - 700001



A.D.S.R Behala
12 MAY 2022
Dist - South 24 Parganas

Identity by me
Manish Adhikary
S/o B.K. Adhikary
31, M.P.D. Road
Behala, Kol-70
Occupation: Service

Major Information of the Deed

Deed No :	I-1607-06767/2022	Date of Registration	12/05/2022
Query No / Year	1607-2001341780/2022	Office where deed is registered	
Query Date	07/05/2022 1:57:01 PM	A.D.S.R. BEHALA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Avishek Guha High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9831225973, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]. [4310] Other than Immovable Property, Security Bond [Rs : 1,00,000/-]		
Set Forth value	Market Value		
Rs. 5,00,000/-	Rs. 17,85,002/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,070/- (Article:48(g))	Rs. 28/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :









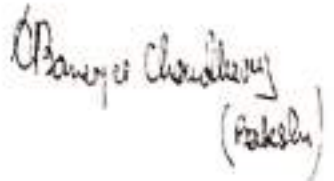
District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mondal Para Road, , Premises No: 34A, , Ward No: 121 Pin Code : 700034

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	1 Katha 10 Chatak 42 Sq Ft	4,70,000/-	15,15,002/-	Property is on Road
Grand Total :				2.7775Dec	4,70,000 /-	15,15,002 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	400 Sq Ft.	30,000/-	2,70,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		400 sq ft	30,000 /-	2,70,000 /-	



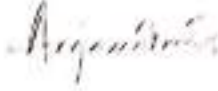
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr DEBABRATA BANERJEE CHOWDHURY Son of Late Suhas Banerjee Chowdhury Executed by: Self, Date of Execution: 12/05/2022 , Admitted by: Self, Date of Admission: 12/05/2022 ,Place : Office			
		12/05/2022	LTI 12/05/2022	12/05/2022
8, Mondal Para Road, City:- Not Specified, P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, PAN No.: AFxxxxxx2K, Aadhaar No: 69xxxxxxxx8531, Status :Individual, Executed by: Self, Date of Execution: 12/05/2022 , Admitted by: Self, Date of Admission: 12/05/2022 ,Place : Office				
2	Name Mr PRIYABRATA BANERJEE CHOWDHURY Son of Late Suhas Banerjee Chowdhury Executed by: Self, Date of Execution: 12/05/2022 , Admitted by: Self, Date of Admission: 12/05/2022 ,Place : Office			
		12/05/2022	LTI 12/05/2022	12/05/2022
8, Mondal Para Road, City:- Not Specified, P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, PAN No.: AJxxxxxx0G, Aadhaar No: 99xxxxxxxx9387, Status :Individual, Executed by: Self, Date of Execution: 12/05/2022 , Admitted by: Self, Date of Admission: 12/05/2022 ,Place : Office				
3	Name Mrs DEBAPRIYA BANERJEE CHOWDHURY, (Alias: Mrs DEBAPRIYA BAKSHI) Wife of Mr Biswajit Bakshi Executed by: Self, Date of Execution: 12/05/2022 , Admitted by: Self, Date of Admission: 12/05/2022 ,Place : Office			
		12/05/2022	LTI 12/05/2022	12/05/2022
8, Mondal Para Road, City:- Not Specified, P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: ERxxxxxx4F, Aadhaar No: 90xxxxxxxx2720, Status :Individual, Executed by: Self, Date of Execution: 12/05/2022 , Admitted by: Self, Date of Admission: 12/05/2022 ,Place : Office				



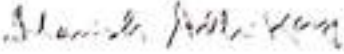
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	E SQUARE DEVELOPER 2/2, BIDDHIRATHI CHATTERJEE ROAD, City - Not Specified, P.O - BEHALA, P.S- Behala, District- South 24- Parganas, West Bengal, India, PIN- 700034, PAN No : AExxxxxx0Q, Aadhaar No, Not Provided by IISAI, Status: Organization, Executed by Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr ANJAN DUTTA (Presentant) Son of Late Ashim Kumar Dutta Date of Execution - 12/05/2022, , Admitted by: Self, Date of Admission: 12/05/2022, Place of Admission of Execution: Office	 May 12 2022 12:50PM	 I/I 12/05/2022	 12/05/2022
211E, Uniqno Park, City:- Not Specified, P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx0Q, Aadhaar No: 58xxxxxxxx6253 Status : Representative, Representative of : E SQUARE DEVELOPER (as PROPRIETOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr MANISH ADHIKARY Son of Mr Barindra Kumar Adhikary 31, Maharani Indra Devi Road, City:- Not Specified, P.O:- Parasree Pally, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700030	 12/05/2022	 12/05/2022	 12/05/2022

Identifier Of Mr DEBABRATA BANERJEE CHOWDHURY, Mr PRIYABRATA BANERJEE CHOWDHURY, Mrs DEBAPRIYA BANERJEE CHOWDHURY, Mr ANJAN DUTTA

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr DEBABRATA BANERJEE CHOWDHURY	E SQUARE DEVELOPER-0.925833 Dec
2	Mr PRIYABRATA BANERJEE CHOWDHURY	E SQUARE DEVELOPER-0.925833 Dec
3	Mrs DEBAPRIYA BANERJEE CHOWDHURY	E SQUARE DEVELOPER-0.925833 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr DEBABRATA BANERJEE CHOWDHURY	E SQUARE DEVELOPER-133.33333300 Sq Ft
2	Mr PRIYABRATA BANERJEE CHOWDHURY	E SQUARE DEVELOPER-133.33333300 Sq Ft
3	Mrs DEBAPRIYA BANERJEE CHOWDHURY	E SQUARE DEVELOPER-133.33333300 Sq Ft

On 10-05-2022

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 17,85,002/-



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

On 12-05-2022

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

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

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

Presented for registration at 12:43 hrs on 12-05-2022, at the Office of the A.D.S.R. BEHALA by Mr ANJAN DUTTA ..

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

Execution is admitted on 12/05/2022 by 1. Mr DEBABRATA BANERJEE CHOWDHURY, Son of Late Suhas Banerjee Chowdhury, 8, Mondal Para Road, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession Professionals, 2. Mr PRIYABRATA BANERJEE CHOWDHURY, Son of Late Suhas Banerjee Chowdhury, 8, Mondal Para Road, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession Professionals, 3. Mrs DEBAPRIYA BANERJEE CHOWDHURY, Alias Mrs DEBAPRIYA BAKSHI, Wife of Mr Biswajit Bakshi, 8, Mondal Para Road, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession House wife
Identified by Mr MANISH ADHIKARY, , Son of Mr Barindra Kumar Adhikary, 31, Maharani Indira Debi Road, P.O: Parnasree Pally, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Service

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

Execution is admitted on 12-05-2022 by Mr ANJAN DUTTA, PROPRIETOR, E SQUARE DEVELOPER (Sole Proprietorship), 2/2, SIDDHINATH CHATTERJEE ROAD, City:- Not Specified, P.O:- BEHALA, P.S:-Behala, District:- South 24-Parganas, West Bengal, India, PIN:- 700034

Identified by Mr MANISH ADHIKARY, , Son of Mr Barindra Kumar Adhikary, 31, Maharani Indira Debi Road, P.O: Parnasree Pally, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 28/- (E = Rs 28/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 11/05/2022 7:18PM with Govt. Ref. No: 192022230024460321 on 11-05-2022, Amount Rs: 28/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BRGULV1 on 11-05-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,070/- and Stamp Duty paid by Stamp Rs 5,000/-
by online = Rs 70/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 035231, Amount: Rs.5,000/-, Date of Purchase: 06/05/2022, Vendor name:
SHASHANKA SEKHAR ROYCHOWDHURY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 11/05/2022 7:18PM with Govt. Ref. No: 192022230024460321 on 11-05-2022, Amount Rs: 70/-, Bank:
State Bank of India (SBIN0000001), Ref. No. IK0BRGULV1 on 11-05-2022, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1607-2022, Page from 223825 to 223861

being No 160706767 for the year 2022.



Digitally signed by ASIS KUMAR DUTTA
Date: 2022.05.18 15:32:46 +05:30
Reason: Digital Signing of Deed.

(Asis Kumar Dutta) 2022/05/18 03:32:46 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

(This document is digitally signed.)

BETWEEN 1) SRI DEBABRATA BANERJEE CHOWDHURY (PAN AFZPC6172K) (AADHAAR No. 6964 1370 8531), son of Late Suhas Banerjee Chowdhury, 2) SRI PRIYABRATA BANERJEE CHOWDHURY (PAN AJVPB6950G) (AADHAAR No. 9915 9854 9387), son of Late Suhas Banerjee Chowdhury and 3) SMT. DEBAPRIYA BANERJEE CHOWDHURY alias SMT. DEBAPRIYA BAKSHI (PAN ERDPB2664F) (AADHAAR No. 9016 2215 2720), wife of Sri Biswajit Bakshi and daughter of Late Suhas Banerjee Chowdhury, all are by Faith- Hindu, by Nationality- Indian, by Occupation- Nos. 1 and 2 Consultant and No. 3 Housewife respectively, all are residing at 8, Mondal Para Road, P.O. Behala, Police Station Behala, Kolkata- 700034, District- South 24 Parganas, hereinafter collectively called and referred to as the **LANDOWNERS/FIRST PARTY (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include each of their respective legal heirs, successors, administrators, executors, legal representatives and assigns) of the **FIRST PART.****

AND

"M/S. E SQUARE DEVELOPER", a Proprietorship Concern, having its Office at 2/2, Siddhinath Chatterjee Road, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, represented by its sole Proprietor **SRI ANJAN DUTTA (PAN AEIPD1170Q) (AADHAAR No. 5882 4555 6253)**, son of Late Ashim Kumar Dutta, by Faith Hindu, by Nationality- Indian, by Occupation- Business, residing at **"PREERONA"**, 211E, Unique Park, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District-

South 24 Parganas, hereinafter called and referred to as the **BUILDER/DEVELOPER/SECOND PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, successors, administrators, executors, legal representatives and assigns) of the **SECOND PART**.

WHEREAS by virtue of a Registered Deed of Gift dated 9th day of August, 2004, one Sri Barindra Kanta Banerjee Chowdhury and Others, gifted, transferred and assured **ALL THAT** piece and parcel of Bastu Land measuring more or less 1 (One) Cottah 10 (Ten) Chittaeks 42 (Forty Two) sq.ft. along with a Single Storied Structure measuring 400 sq.ft. more or less standing thereon, lying and situated at Mouza- Mondal Para, Pargana- Magura, J.L. No. 6, R.S. No. 190, Touzi No. 1508, R.S. Khatian No. 32, present Khatian No. 1049, R.S. Dug No. 415, L.R. Dug No. 415, being Municipal Premises No. 34A, Mondal Para Road, P.O. Behala, P.S. Behala, Kolkata- 700034, District- South 24 Parganas and Mailing Address 8, Mondal Para Road, P.O. Behala, Police Station- Behala, Kolkata- 700034, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 121 vide Assessece No. 41-121-08-0362-6, A.D.S.R. Behala, South 24 Parganas, in favour of one Sri Suhas Banerjee Chowdhury (since deceased), son of Late Bhupendra Kanta Banerjee Chowdhury and the said Deed Of Gift was duly registered at the Office of the A.D.S.R. Behala, South 24 Parganas and recorded in Book No. 1, CD Volume No. 20, Pages 4540 to 4557, Being No. 06391 for the year 2014, which he had already accepted.

AND WHEREAS while seized and possessed of the said property, the said Smt. Banerjee Chowdhury died intestate on 04.01.2015, leaving behind his wife namely Smt. Susmita Banerjee Chowdhury (since deceased), his two sons namely 1) Sri Debabrata Banerjee Chowdhury and 2) Sri Priyabrata Banerjee Chowdhury, the Landowner Nos. 1 and 2 herein respectively and his one married daughter namely Smt. Debapriya Banerjee Chowdhury alias Smt. Debapriya Bakshi, wife of Sri Biswajit Bakshi, the Landowner No. 3 herein, as his legal heirs and successors, who all duly inherited the undivided share of the aforesaid property left by said deceased Smt. Banerjee Chowdhury, as per the HINDU SUCCESSION ACT, 1956 and each one having undivided $1/4^{\text{th}}$ share of the said property.

AND WHEREAS the said 1) Smt. Susmita Banerjee Chowdhury (since deceased) 2) Sri Debabrata Banerjee Chowdhury, the Landowner No. 1 herein, 3) Sri Priyabrata Banerjee Chowdhury, the Landowner No. 2 herein, and 4) Smt. Debapriya Banerjee Chowdhury alias Smt. Debapriya Bakshi, the Landowner No. 3 herein, become the absolute joint Owners of the said property and had been possessing the same by mutating their names jointly in the Assessment Records of Kolkata Municipal Corporation (S.S. Unit) and the said property being known and numbered as of Municipal Premises No. 34A, Mondal Para Road, P.O. Behala, P.S. Behala, Kolkata- 700034, District- South 24 Parganas and Mailing Address 8, Mondal Para Road, P.O. Behala, Police Station- Behala, Kolkata- 700034, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 121 vide Assessee No. 41-121-08-0362-6

A.D.S.R. Behala, South 24 Parganas and paying taxes regularly and had been enjoying the same without any interruption whatsoever.

AND WHEREAS while seized and possessed of the said property, the said 1) Smt. Susmita Banerjee Chowdhury (since deceased), 2) Sri Debabrata Banerjee Chowdhury, the Landowner No. 1 herein, 3) Sri Priyabrata Banerjee Chowdhury, the Landowner No. 2 herein, and 4) Smt. Debapriya Banerjee Chowdhury alias Smt. Debapriya Bakshi, the Landowner No. 3 herein, had decided and expressed for development of the said property and construction thereon a Multistoried Building with Lift facility through a Builder/Developer namely "M/S. E SQUARE DEVELOPER", a Proprietorship Concern, having its Office at 2/2, Siddhinath Chatterjee Road, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, represented by its sole Proprietor SRI ANJAN DUTTA, son of Late Ashim Kumar Dutta, by Faith- Hindu by Nationality Indian, by Occupation- Business, residing at "PRERONA", 211E, Unique Park, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas.

AND WHEREAS the said 1) Smt. Susmita Banerjee Chowdhury (since deceased), 2) Sri Debabrata Banerjee Chowdhury, the Landowner No. 1 herein, 3) Sri Priyabrata Banerjee Chowdhury, the Landowner No. 2 herein, and 4) Smt. Debapriya Banerjee Chowdhury alias Smt. Debapriya Bakshi, the Landowner No. 3 herein, had entered into a Registered Agreement For Development Together With General Power Of Attorney dated 17th day of February, 2020, with the said Developer, for development of the said property and the said Agreement For Development Together With General Power Of Attorney duly registered at the Office of A.D.S.R. Behala, South 24 Parganas and recorded in Book No. 1, Volume No. 1607-2020, Page from 63790 to 63839, Being No. 160701727 for the year 2020.

AND WHEREAS thereafter the said Susmita Banerjee Chowdhury died intestate on 24.03.2021, leaving behind her two sons namely 1) Sri Debabrata Banerjee Chowdhury and 2) Sri Priyabrata Banerjee Chowdhury, the Landowner Nos. 1 and 2 herein respectively and her one married daughter namely Smt. Debapriya Banerjee Chowdhury alias Smt. Debapriya Bakshi, wife of Sri Biswajit Bakshi, the Landowner No. 3 herein, as her legal heirs and successors, who all duly inherited the undivided share of the aforesaid property left by said deceased Susmita Banerjee Chowdhury, as per the HINDU SUCCESSION ACT, 1956 and each one having undivided 1/3rd share of the said property.

AND WHEREAS for the consequences of the sad demise of said Susmita Banerjee Chowdhury, the said Registered Agreement For Development Together With General Power Of Attorney dated 17th day of February, 2020, in favour of said "M/S. E SQUARE DEVELOPER", a Proprietorship Concern, having its Office at 2/2, Siddhinath Chatterjee Road, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas represented by its sole Proprietor SRI ANJAN DUTTA, son of Late Ashim Kumar Dutta, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at "PREERONA", 211E, Unique Park, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, **stand ceased to exist from the very moment of her death.**

AND WHEREAS now the Landowners herein, become the absolute joint *Owners* in respect of the said First Schedule Property and have been

enjoying the same by getting usufructs there from and have been enjoying without any interruption whatsoever.

AND WHEREAS with a view to develop the Schedule property and erect a Multistoried Building with Lift facility thereon the Owners invited the Developer herein to undertake the charge of such development and/or constructional work over the land as described in the Schedule below, free from all encumbrances.

AND WHEREAS the Developer herein, who has earned sufficient goodwill in the field of development of the land and construction of the building, being agreed with the said proposal of Owners and agreed to undertake the charge of such Constructional work and/or development works of the land as described in the First Schedule below.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

ARTICLE - I

DEFINITIONS

OWNERS : 1) **SRI DEBABRATA BANERJEE CHOWDHURY (PAN AFZPC6172K) (AADHAAR No. 6964 1370 8531)**, son of Late Suhas Banerjee Chowdhury. 2) **SRI PRIYABRATA BANERJEE CHOWDHURY (PAN AJVPB6950G) (AADHAAR No. 9915 9854 9387)**, son of Late Suhas Banerjee Chowdhury and 3) **SMT. DEBAPRIYA BANERJEE CHOWDHURY alias SMT. DEBAPRIYA BAKSHI (PAN ERDPB2664F) (AADHAAR No. 9016 2215 2720)**, wife of Sri Biswajit Bakshi and daughter of Late Suhas Banerjee Chowdhury, all are by Faith- Hindu, by Nationality- Indian, by Occupation- **Nos. 1 and 2 Consultant and No. 3 Housewife** respectively, all are residing at 8, Mondal Para Road, P.O. Behala, Police Station- Behala, Kolkata 700034, District- South 24 Parganas, shall mean

their legal heirs, successors, executors, legal representatives and assigns, as the case may be.

DEVELOPER: "M/S. E SQUARE DEVELOPER", a Proprietorship Concern, having its Office at 2/2, Siddhanta Chatterjee Road, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, represented by its sole Proprietor **SRI ANJAN DUTTA (PAN AEIPD1170Q) (AADHAAR No. 5882 4555 6253)**, son of Late Ashim Kumar Dutta, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at **"PRERONA"**, 211E, Unique Park, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, shall mean his successors in Office and assigns as the case may be.

SAID PROPERTY : Multistoried Building with Lift facility to be constructed on and upon the First Schedule land as per plan that will be sanctioned by the Owners herein, by the Kolkata Municipal Corporation (S.S. Unit) in the name of the present Owners along with common facilities, benefits, amenities at **ALL THAT** piece and parcel of Bastu Land measuring more or less 1 (One) Cottah 10 (Ten) Chittacks 42 (Forty Two) sq.ft. along with a Single Storied Structure measuring 400 sq.ft. more or less standing thereon, lying and situated at Mouza- Mondal Para, Pargana- Magura, J.L. No. 6, R.S. No. 190, Touzi No. 1508, P.S. Khatian No. 32, present Khatian No. 1049, R.S. Dag No. 415, L.R. Dag No. 415, being Municipal Premises No. 34A, Mondal Para Road, P.O. Behala, P.S. Behala, Kolkata- 700034, District- South 24 Parganas and Mailing Address 8, Mondal Para Road, P.O. Behala, Police Station- Behala,

Kolkata- 700034, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 121 vide Assessee No. 41-121-08-0362-6, A.D.S.R. Behala, South 24 Parganas, as described in the First Schedule below.

PROPOSED BUILDING MEANS: The proposed Multistoried Building with Lift facility to be constructed over the land as described in the Schedule below.

COMMON AREAS: shall mean the passage, ways, stair ways, staircase, the ultimate roof, gates, Care Take Room, common lavatory, all rainwater pipes, sewerage, fittings, manhole, pit, gullies, Kolkata Municipal Corporation filtered water connection and the pipe lines, water pump and over head Tank, underground water reservoir, boundary wall, Lift, Lift Room, Electric connection, electric supply to common areas and facilities, electric fixtures, in the common areas, main switch, electric meter room and other facilities which will be provided by the Developer from time to time, the particulars of such common areas are more clearly written in **FOURTH SCHEDULE** hereunder.

OWNERS' ALLOCATION:

1) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat measuring more or less 600 sq.ft. built up area which is equivalent to 750 sq.ft. super built up area more or less on the First Floor, North- Western Side, in a complete and in a habitable condition of the proposed Multistoried Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.

- 2) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat measuring more or less 600 sq.ft. built up area which is equivalent to 750 sq.ft. super built up area more or less on the Third Floor, South- Eastern Side, in a complete and in a habitable condition of the proposed Multistoried Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.
- 3) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat measuring more or less 400 sq.ft. built up area which is equivalent to 500 sq.ft. super built up area more or less on the Fourth Floor, Western Side, in a complete and in a habitable condition of the proposed Multistoried Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.
- 4) 2 (Two) Nos. of Shifting Charges shall be paid by the Developer to the Landowner Nos. 1 and 2 herein respectively and the said Shifting Charges will be paid by the Developer to the Landowner Nos. 1 and 2 herein respectively after Plan Sanction till handing over the said Owners' Allocation and the said Shifting Charges will be settled amicably by and between the Developer and the Landowner Nos. 1 and 2 herein respectively.

DEVELOPER'S ALLOCATION: Shall mean the entire built up area in the proposed Multistoried Building with Lift facility as per Building Plan that will be sanctioned by the Kolkata Municipal Corporation authority other than the Allocation of the Owners as specifically written above in "Owners' Allocation" along with undivided proportionate share of right and interest in the First Schedule land together with all common facilities, benefits, amenities, easements on the First Schedule land and the said proposed building to be constructed on: **ALL THAT** piece and parcel of Bastu Land measuring more or less 1 (One) Cottah 10 (Ten) Chittacks 42 (Forty Two) sq.ft. along with a Single Storied Structure measuring 400 sq.ft. more or less standing thereon, lying and situated at Mouza- Mondal Para, Pargana- Magura, J.L. No. 6, R.S. No. 190, Touzi No. 1508, R.S. Khatian No. 32, present Khatian No. 1049, R.S. Dag No. 415, L.R. Dag No. 415, being Municipal Premises No. 34A, Mondal Para Road, P.O. Behala, P.S. Behala, Kolkata- 700034, District- South 24 Parganas and Mailing Address 8, Mondal Para Road, P.O. Behala, Police Station- Behala, Kolkata- 700034, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 121, A.D.S.R. Behala, South 24 Parganas, more fully and particularly described in the First Schedule written hereunder.

ARTICLE - II
COMMENCEMENT

The date of commencement of the building work shall be reckoned with effect from the date of obtaining Sanctioned Plan from the Kolkata Municipal Corporation in respect of the proposed construction on the First Schedule land and the work shall be completed within **36 (Thirty Six) months** thereof always subject to bonafide force majeure circumstances beyond the control of the Developer. Time is the essence of this contract and the Landowners shall vacate the premises only after obtaining Sanction Plan from Kolkata Municipal Corporation.

ARTICLE - III
OWNERS' RIGHT AND REPRESENTATIONS

The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of Basti Land measuring more or less 1 (One) Cottah 10 (Ten) Chittacks 42 (Forty Two) sq.ft. along with a Single Storied Structure measuring 400 sq.ft. more or less standing thereon, lying and situated at Mouza- Mondal Para, Pargana- Magura, J.L. No. 6, R.S. No. 190, Touzi No. 1508, R.S. Khatian No. 32, present Khatian No. 1049, R.S. Dag No. 415, L.R. Dag No. 415 being Municipal Premises No. 34A, Mondal Para Road, P.O. Behala, P.S. Behala, Kolkata- 700034, District- South 24 Parganas and Mailing Address 8, Mondal Para Road, P.O. Behala, Police Station- Behala, Kolkata- 700034, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 121, A.D.S.R. Behala, South 24 Parganas, more fully and particularly described in the First Schedule written hereunder or any portion thereof and the said Property is free from all sorts of encumbrances, liens, liaspence and charges. Moreover, the Landowners till this day have not entered into any Agreement for Sale or Joint Venture Agreement with any Third Party in respect of the said property. The said

premises is free from all encumbrances, charges, liens, lispendence, attachments, trusts, acquisitions, requisitions whatsoever or howsoever.

If any defect in Title shall be found or if anybody shall dispute the Title of the Landowners in respect of the said premises or any suit or action or proceeding shall be initiated regarding the Title of the Landowners in respect of the said premises, then and in that event, it shall be the responsibility of the Landowners to defend such suits, proceedings, or actions at their own costs and the Landowners hereby further agree to keep the Developer indemnified against all actions, suit, proceedings and cost, charges and expenses in respect thereof. The Landowners have every right to raise any objection or taking any step at any point of time if there is any violation of clauses of this Agreement.

ARTICLE - IV
DEVELOPER'S RIGHT

The Landowners hereby grant right to the Developer to construct, erect and build the proposed Multistoried Building with Lift facility as per Sanctioned Building Plan.

ARTICLE - V
CONSTRUCTION

In consideration of the Landowners having agreed to permit the Developer to commercially exploit the said premises by constructing, erecting and building i.e. building in accordance with the sanctioned plan as may be required by the Developer, the Developer has agreed to provide the Owners' Allocation in full. The said Owners' Allocation along with the entire building shall be constructed and completed with good and standard materials which he must mention to "Owners" and the said building should be a decent building and shall contain all amenities which are normally provided for a decent building for residential purpose. The Landowners shall not be liable to pay or contribute nor shall the Developer be entitled to call upon the Landowners to pay and contribute any amount in the construction and completion of the building and/or the said Landowners' Allocation.

ARTICLE - VI
PROCEDURE

The Landowners shall grant to the Developer and/or their nominated person or persons a Registered Development Power of Attorney as may be required for the purpose of obtaining all necessary permissions and approvals from the different authorities in connection with the construction of the building and also for pursuing and following up the matter with the appropriate authority for the purpose of selling the share of land for the self contained

Flats of the Developer's Allocation to their nominated person or persons at the rate to be fixed by the Developer.

By virtue thereof the Developer shall sell and transfer the undivided proportionate share in the land underneath the building comprising in the portion of the Developer's allocation after handing over and making over the said Owners' Allocation with their satisfaction with the possession letter and letter of acceptance. The Developer shall execute the necessary Deed of Sale as Constituted Attorney of the Owners in respect of the Developer's Allocation as aforesaid at the absolute exclusion of any claim, demand, objection, interference and intervention of the Landowners on any account and under any circumstances whatsoever.

The Developer shall spend all the money for all necessary permission for the said construction. Subsequent to that of making the plan to the architect and sanctioned by the Kolkata Municipal Corporation, the Developer shall undertake the construction work in the said premises. The Developer shall undertake the said construction by the standard materials and the specification of materials as given in the Schedule hereunder and the Landowners shall not raise any objection or obstruction or method of construction and the Landowners shall not do anything by which the Developer may be restrained from doing or completing the construction work of the said building in the said premises.

All the men and machinery and materials will be supplied by the Developer at their costs and expenses.

All the branded quality of electrical goods, sewerage goods, water pipe line, bricks, sands, irons, windows, doors, stone chips and all other materials in relation to construction will be supplied by the Developer at its own costs and the Landowners can not raise any objection for the same. All costs will be borne by the Developer regarding construction. The particular of such specification of construction are more clearly written in Fifth Schedule hereunder.

That the supervision of the construction of building will be undertaken by the Developer and the Landowners shall not raise any objection, save in case of violation of any of the Clauses of this Development Agreement. All negotiations for the necessary permissions for the construction of the building and also for electric connection, water connection, and sewerage system will be done by the Developer.

That the Developer shall negotiate the terms and conditions with the intending Purchaser(s) for the Flat(s) of the Developer's allocation and shall receive the entire consideration money from the intending Purchaser of the said flat (s) and shall discharge money receipt for the same. It is the absolute discretion of the Developer that the Developer shall nominate and/or select the intending Purchasers for the Developer allocation in the said premises and the Owners shall not be liable for any act done by the Developer and the Developer exclusively shall be liable for the same.

The Landowners shall grant a Development Power of Attorney to the Developer appointing him as their Attorney to negotiate with terms and conditions with the intending Purchaser/s, to collect consideration either in part or in full in respect of the Developer's allocation to admit and effect registration and to do all acts, deeds and things as found necessary for transferring the Developer allocated portion.

The Developer shall use in the said construction the standard and approved quality of materials as specified herein. The Developer shall remain obliged to hand over to the Landowners a copy of the Sanctioned Building Plan before commencement of the construction work. Original deeds or documents or records in respect of the said premises shall be handed over to the Developer by the Owners as and when required. No Adjustment on the Landowners' Allocation shall be allowed on any account whatsoever. Land at the said premises approximately measuring 1 (One) Cottah 10 (Ten) Chittaks 42 (Forty Two) sq.ft. be the same a little more or less and if it appears that the area of the land deviates a little more or less the Landowners shall not allow any adjustment of Landowners' Allocation on such account.

ARTICLE - VII **POSSESSION AND CONSTRUCTION**

It has been agreed between the Landowners and the Developer that the construction, erection and completion of the said building shall be completed within 36 (Thirty six) months from the date of the sanction of the Plan. The Developer shall on completion of new building, put the Landowners in possession of the Owners' Allocation in complete and habitable condition together with all rights of common specified as common areas and parts and/or facilities in the said building.

That the Owners shall be entitled to transfer or otherwise deal with the Owners' Allocation or portion thereof at the sole discretion of the Owners. The Developer has exclusive right to transfer the Developer's Allocation or portion to the nominated persons of the Developer.

It is expressly agreed and declared that the Developer shall be entitled to Developer's Allocation in the said building after possession is made over to the Owners of the Owners' allocated portion constructed by the Developer. The construction of the Owners' Allocation shall be done by the Developer or one, on behalf of and on account of the Owners and the Developer shall only be acting as Developer on behalf of the Owners.

The Developer shall be entitled to sell the Developer's Allocation as hereinabove mentioned together with the undivided proportionate share in the land and shall be entitled to deal with or dispose of the Developer's Allocation at the said new constructed Building.

The Landowners shall co-operate with the Developer in obtaining quotas, entitlements and other allocation of or for cement, steel, bricks, and other building material for construction of the said new building for construction

of the said new building and obtaining temporary and permanent connection of water (filtered and unfiltered) electricity and possible separate drainage, sewerage and gas etc. for the said building. All costs, charges and expense including architect's fees shall be paid, discharged and borne by the Developer and the Owners shall have no liability in this context.

ARTICLE - VIII BUILDING

The Developer shall be authorized in the name of the Owners in so far as is necessary to apply for quotas of or for cement, steel, bricks, and other building materials allocable to the Owners for the construction for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the portion of new building and other inputs and facilities required for the construction or enjoyment of a portion of the building for which purpose, the Owners shall execute in favour of the Developer a Development Power of Attorney and other authorization as shall be required by the Developer.

The Developer shall at its own costs and expenses and without creating any financial or other liabilities of the Owners construct and complete the said building and various units/flats and/or apartments thereto and/or modification shall be made in the Landowners' Allocation with the consent of the Landowners in writing.

ARTICLE - IX

NOTICE OF POSSESSION & PAYMENT OF TAXES

1. After completion of the work as per the plan, the Developer shall issue a letter to the Landowners at their respective address before the delivery of possession. On receipt of the said letter, the Landowners shall first take possession of the Owners' Allocation being free from all encumbrances and then the Developer as a Constituted Attorney of the Owners shall execute Deed of Conveyance in respect of the Developer's allocation to the respective intending purchaser (s) duly nominated by the Developer. The above mentioned Sale Deeds from the Developer's Allocation can be executed by the said Attorney only after giving possession of the Flats of the Owners' Allocation to the Owners.
2. The Developer shall be liable to pay the taxes from the date of taking possession of the schedule below property till completion of the building and after taking possession and fulfillment of Owners' Allocation, the Owners shall pay proportionate share of taxes for allotted portion's taxes on

proportionate share basis from the date of possession of the said allocated portion.

ARTICLE - X
DUTIES & OBLIGATIONS AND/OR REGISTRATION

1. Both the Landowners and the Developer shall abide by all laws, regulations, bye-laws, and rules and regulations imposed by the Government local bodies and as the case may be and shall attend answer and be responsible for any deviation and/or breach of any laws, bye-laws and rules and regulations.

2. The Landowners and the Developer shall keep the interior walls of their allocation clean and harmless including sewer drains pipes and other fittings comprised therein.

3. Simultaneously with execution hereof the Owners shall hand over the custody of the First Schedule premises to the Developer for the purpose of, in connection with and in relation to the proposed construction work.

ARTICLE - XI
OWNERS' INDEMNITY

The Landowners hereby agree that the Developer shall be entitled to the Developer's allocation as aforesaid and shall enjoy the said allocation without any interference and/or disturbance provided that the Developer perform and fulfill all the terms and conditions herein.

ARTICLE - XII
DEVELOPER'S INDEMNITY

The Developer hereby agrees to keep the Landowners indemnified against all Third party claims and actions arising out of any act or admission or omission of the Developer.

The Developer hereby undertakes to keep the Landowners indemnified, against all actions, suit, costs, proceedings, and claims that may arise out of the constructions of the said proposed building

ARTICLE - XIII
DEFINITIONS

- 1) **THE LAND** shall mean and include, the land fully described in the FIRST SCHEDULE hereunder written.
- 2) **'THE BUILDING'** shall mean the Multistoried Building with Lift facility comprising the Flats, Car Parking Spaces and other Spaces, which is constructed as per aforesaid sanctioned plan.
- 3) **'THE UNIT'** shall mean the Flats in the building including all fittings and fixtures therein and/or thereto.

- 4) **'THE BUILT UP AREA'** shall according to its context means the plinth area of the Flat including the bathrooms and balconies and also thickness of internal walls, pillars and outer walls (but 50% of such internal walls, which are common between two flats) together with the proportionate area of the staircase & staircase landing of the floor on which the said flats are located in the building or all the flats of the building together with total staircase & staircase landing area of the building as the context permits.
- 5) **'THE SUPER BUILT UP AREA'** shall according to its context means the Covered Area of the flat plus the proportionate share of common portions and areas as defined herein in respect of the said flat and appurtenances thereto this proportionate share has been calculated 25% of the Covered Area, irrespective of actual measurement of the proportionate share of the common portions and areas being more or less.
- 6) **'THE COMMON AREAS'** shall mean the common portions comprised in the building as are outside and beyond the exclusive areas of a unit.
- 7) **'PROPORTIONATE SHARE'** shall mean the Owners' and the intending Purchasers' share in the land and the common areas and facilities and such share from the all common rights and liabilities including common profits and common expenses and payment of taxes if any dues of Kolkata Municipal Corporation, of the unit.
- 8) **'THE COMMON EXPENSES'** shall mean the expenses incurred for the common purpose.
- 9) **'THE CO-OWNERS'** shall mean all persons who owned or to own any unit or units, including the Owners herein.
- 10) **'THE PLAN'** shall mean the plan approved and sanctioned by the Kolkata Municipal Corporation for the building at Municipal Premises No. 34A, Mondal Para Road, P.O. Behala, P.S. Behala, Kolkata- 700034, District- South 24 Parganas and Mailing Address 8, Mondal Para Road, P.O. Behala, Police Station- Behala, Kolkata- 700034, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit, Ward No. 121, A.D.S.R. Behala, South 24 Parganas, in the name of the OWNERS herein and at the cost of the Developer.

11) 'COMMON PURPOSES' shall mean and include the purpose of upkeep, management, maintenance, administration and protection of the common areas and common portion and the purposes of regulating actual rights and liabilities of the co-owners for the comfortable peaceful and beneficial use, occupation and enjoyment of the co-owners of their respective units and all other purposes or matters in which the co-owners shall have common interest relating to the land and the building.

ARTICLE - XIV
MISCELLANEOUS

1. The Landowners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as Partnership between the parties hereto in any manner nor shall the parties hereto constituted as an Association of person.
2. It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and may need of the Owners and various applications and other documents may be required to be signed or made by the Owners which specified provision may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and the Owners shall execute all such additional applications and other documents as same may be provided that all such acts, deeds and things do not in any way infringe on the right of the Owners and/or against the spirit of this Agreement.
3. Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with A/D and shall likewise be deemed to have been served on the Developer if delivered or sent by prepaid registered post to the Developer at the recorded address.
4. The Developer and the Owners shall mutually frame scheme for the management and administration of the said building and/or common parts thereon.
5. The Developer shall pay all Kolkata Municipal Corporation, taxes in respect of the schedule below property and also electricity charges to be paid in respect of Owners' allocated portion from the date of taking over possession of the Schedule below property till the date of completion of the building and handing over possession of the same to the Owners.
6. That the Developer shall bear all expenses for obtaining income tax clearance certificate under Section 230(A) of the Income Tax Act, 1962 in respect of the Developer's allocation and any liability (s) or any such taxes.

arisen and payable under the Income Tax Act, 1962, the Developer shall bear all such liabilities at his own costs and expenses.

7. The intending Purchasers, Flat Owners, Developer/s and the Landowners shall not do any such thing for which the mutation in respect of the respective Flat is obstructed or objected by the Kolkata Municipal Corporation or any concerning authority.

8. Any dispute or differences which may arise between the parties or their representatives, with regard to the construction, meaning and effect of this Deed or any party thereof, or the rights and liabilities under this Deed, shall be referred to Arbitration and the decision of a Sole Arbitrator, if the parties in disputes so agree, otherwise to two or more arbitration, one to be nominated by each party or his/their representatives and in case of difference of opinion between them, by the umpire selected by them at the commencement of reference and this clause shall be deemed to be a submission within the meaning of the Indian Arbitration & Conciliation Act, 1996 and/or any other statutory modification and/or reenactment.

9. That if there be any tenant then all responsibility will be borne by the Developer and the Developer will settled with the tenant amicably regarding the possession of the tenant at the said property.

10. That the Landowners shall liable to pay Goods and Service Tax and any other Taxes as and when imposed by any Government either State or Central, as applicable for the Unit wholly as per Owners' allocation.

11. That it has been decided by and between both the Parties that all the Original papers of the said property shall be handed over by the First Part to the Second Part at the time of signing of this presents.

ARTICLE- XV FORCE MAJEURE CLAUSE

The Landowners and the Developer hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the respective obligations prevented by the existence of bona-fide force majeure shall be suspended during duration of the force majeure.

ARTICLE XVI JURISDICTION

The Court of District 23 Parganas (S) and Calcutta High Court having jurisdiction shall entertain, try and determine all actions suits and proceedings arising out of these presents by and between the parties hereto. There will be no Arbitration proceedings.

FIRST SCHEDULE OF THE PROPERTY :**Description of the Land**

ALL THAT piece and parcel of Rasta Land measuring more or less 1 (one) Acre 10 (Ten) Chittacks 42 (Forty Two) sq. ft. along with a Single Storied Structure measuring 400 sq. ft. more or less standing thereon, being and situated at Mondal Para, Pargana Magura, S.L. No. 6, K.S. No. 190, Boud No. 1808, K.S. Khatian No. 32, present Khatian No. 1049, K.S. Dag No. 418, L.R. Dag No. 418, being Municipal Premises No. 34A, Mondal Para Nctd. P.O. Behala, P.S. Behala, Kolkata- 700034, District- South 24 Parganas and Mailing Address 8, Mondal Para Road P.O. Behala Police Station Behala, Kolkata- 700034, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 121, A.D.S.R. Behala, South 24 Parganas, which is butted and bounded in the manner following:-

ON THE NORTH : By 6'- 00" wide Passage;

ON THE SOUTH : By Property of Barindra Kanta Banerjee-Chowdhury;

ON THE EAST : By Mondal Para Road;

ON THE WEST : By Premises No. 34, Mondal Para Road;

SECOND SCHEDULE ABOVE REFERRED TO**[OWNERS' ALLOCATION]**

1) The Landowners shall have to be allotted jointly 1 (One) No. of self contained residential Flat measuring more or less 600 sq. ft. built up area which is equivalent to 750 sq. ft. super built up area more or less on the First Floor, North- Western Side, in a complete and in a habitable condition, or the

proposed Multistoried Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.

2) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat measuring more or less 600 sq.ft. built up area, which is equivalent to 750 sq.ft. super built up area more or less on the Third Floor, South-Eastern Side, in a complete and in a habitable condition of the proposed Multistoried Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.

3) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat measuring more or less 400 sq.ft. built up area, which is equivalent to 500 sq.ft. super built up area more or less on the Fourth Floor, Western Side, in a complete and in a habitable condition of the proposed Multistoried Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.

4) 2 (Two) Nos. of Shifting Charges shall be paid by the Developer to the Landowner Nos. 1 and 2 herein respectively and the said Shifting Charges will be paid by the Developer to the Landowner Nos. 1 and 2 herein

respectively after Plan Sanction till handing over the said Owners' Allocation and the said Shifting Charges will be settled amicably by and between the Developer and the Landowner Nos. 1 and 2 herein respectively.

THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

DEVELOPER'S ALLOCATION: Shall mean the entire built up area in the proposed Multistoried Building with Lift facility as per Building Plan that will be sanctioned by the Kolkata Municipal Corporation authority other than the Allocation of the Owners as specifically written above in "Owners' Allocation" along with undivided proportionate share of right and interest in the First Schedule land together with all common facilities, benefits, amenities, easements on the First Schedule land and the said proposed building to be constructed on **ALL THAT** piece and parcel of Bastu Land measuring more or less 1 (One) Cetch 10 (Ten) Chittucks 42 (Forty Two) sq.ft. along with a Single Storied Structure measuring 400 sq.ft. more or less standing thereon, lying and situated at Mouza- Mondal Para, Pargana- Magura, G.L. No. 6, R.S. No. 190, Touzi No. 1508, K.S. No. 1508, present Khatian No. 1049, R.S. Dag No. 415, L.R. Dag No. 415, being Municipal Premises No. 39A, Mondal Para Road, P.O. Behala, P.S. Behala, Kolkata- 700034, District- South 24 Parganas and Mallik

Mondal Para Road, P.O. Behala, Police Station- Behala, Kolkata- 700034,
 District- South 24 Parganas, within the limits of the Kolkata Municipal
 Corporation (S.S. Unit), Ward No. 121, A.D.S.R. Behala, South 24 Parganas,
 more fully and particularly described in the First Schedule written herein
 above.

FOURTH SCHEDULE
COMMON AREAS

- a. The land on which the building is located, all easement and quasi-easements rights, dominant heritage etc. belonging to land and building.
- b. The foundation columns, girders, supports main wall lobbies, under staircase, ways, Lift, Lift Room, Care Taker Room, entrance and exists of the building.
- c. The easements and wards.
- d. Installation of common services such as powers, lights, water, sewerage etc.
- e. Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.
- f. All other parts of this property necessary for convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- g. Boundary walls.
- h. Electric meter, pump and switches fixed in the common areas.
- i. The ultimate roof of the Building.

FIFTH SCHEDULE**(Specification of Construction)****A. CONCRETE WORK:**

R.C.C. framed structure as per design.

B. BRICK WORK:

1. All external walls to be 200mm thick with 1:6 cement sand ratio properly cured.
2. All internal walls to be 75mm/125mm thick in 1:6 cement sand ratio properly cured.

C. PLASTERING AND FINISHING:

1. All external plaster to be 20 mm thick with 1:6 cement sand ratio properly cured.
2. All internal plaster to be 12 mm thick with 1:6 cement sand ratio properly cured.

D. DOORS:

1. All Door frame to be 2.5"X4" made of Sal wood properly seasoned.
2. All main entrance doors will be of Flush Door type with decorative laminate.
3. All internal doors will be of flush door type, machine made phenol bonded formaldehyde treated of standard make with all fitting fixing complete.

E. WINDOWS:

All windows will be of Aluminum sliding with 4 mm glass panels with M.S. Grills of design approved by the Architect.

F. PAINTING AND DECORATION:

1. Putty finish on all internal walls over plaster.
2. Three coats of white washing to the interior surface of the staircase, landing garage etc.
3. One coat of primer for windows, grills, pipes etc.
4. Two coat of snowcem & two coats of weather coat, for the exteriors of the building.

G. KITCHEN:

- i) With C.P. waste fitting, PVC waste pipe and C.P. Stop cock etc.
- ii) 100 dia floor trap 1 Nos.

- iii) Kitchen counter 5'-0" long will be provided with black stone 2'-0" wide along with marble finish and back wall to be finished with glazed tiles of 2'-00" high along steel sink on the adjacent wall.

H. FLOORING:

Vitrified Tiles.

I. SANITARY & PLUMBING:

- i) G.I. pipes ISI approved and C.P. bib cocks stop cocks of branded make.
- ii) White porcelain wash basin.
- iii) C.P. bib cocks 2 Nos.
- iv) One hot water line with all fittings excluding Geyser.
- v) E P W C white porcelain, including approved seat cover and PVC low down cistern with all fitting.
- vi) Stainless steel shower rose wall type with control valves.

J. ELECTRICAL:

- i) All electric wire and cables will be of copper and all specifications and workmanship as per I.S. rules. branded make.
- ii) Adequate numbers of Electric points in each flat.

K. LIFT:

One passenger Lift of reputed make.

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

SIGNED & DELIVERED
By the **LANDOWNERS**

In presence of:

1. Manish Adhikary

31, M.T.D. Road
Behala, K.176

Banerjee Choudhury
[Signature]

Banerjee Choudhury (Bakshi)

2. Malayal
Bogal
Kul-141

SIGNATURE OF THE LANDOWNERS

SIGNED, SEALED & DELIVERED
By the **BUILDER/DEVELOPER**
in presence of:

1. Manish Adhikary

31, M.T.D. Road
Behala, K.1-60

E SQUARE DEVELOPER
Anjanika
Proprietor

SIGNATURE OF THE
BUILDER/DEVELOPER

2. Malayal
Bogal
Kul-60

Drafted and Prepared by me:

Avishek Guha

AVISHEK GUHA
ADVOCATE
HIGH COURT, CALCUTTA.

AVISHEK GUHA
Advocate
High Court, Calcutta
130/1, 5th, Vienna Road,
Calcutta - 700060
Phone: 2211221



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

DEBABRATA BANERJEE CHOWDHURY

Signature *Debabrata Chowdhury*



left hand					
right hand					

Name. SRI. PRIYABRATA BANERJEE CHOWDHURY

Signature *Priyabrata*



left hand					
right hand					

Name. SMT. DEBAPRIYA BANERJEE CHOWDHURY alias DEBAPRIYA BAKSHI

Signature *Banerjee Chowdhury (Bakshi)*



left hand					
right hand					

Name. SRI. ANJAN DUTTA

Signature *Anjan Dutta*



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

GRN Details

GRN: 192022230024460321 Payment Mode: Online Payment
GRN Date: 11/05/2022 19:12:06 Bank/Gateway: State Bank of India
BRN : IK0BRGULV1 BRN Date: 11/05/2022 19:18:03
Payment Status: Successful Payment Ref. No: 2001341780/4/2022
[Query No*Query Year]

Depositor Details

Depositor's Name: AVISHEK GUHA
Address: HIGH COURT CALCUTTA
Mobile: 9831225973
Depositor Status: Advocate
Query No: 2001341780
Applicant's Name: Mr Avishek Guha
Identification No: 2001341780/4/2022
Remarks: Sale, Development Agreement or Construction agreement Payment No 4

Payment Details

Sl. No.	Payment ID	Head of A/G Description	Head of A/C	Amount (₹)
1	2001341780/4/2022	Property Registration- Stamp duty	0030-02-103-003-02	70
2	2001341780/4/2022	Property Registration- Registration Fees	0030-03-104-001-16	28
			Total	98

IN WORDS: NINETY EIGHT ONLY.