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Certified that the document is admitted for Registration. The signature sheets and the endroement sheets attached with the document are the part of this document.


District Sub-Register-II
Alipore, South 24-Parganas

17 0 AUG 2022

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made this the
10th day of August, 2022 (Two Thousand Twenty-Two) BETWEEN;

2948

3 AUG 2022

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

Name: *Ashim Banerjee & another's*
Address: *22 B, Pink Side Road, Kol-700026*

Vendor.....

Alipur Collectorate, 24 Pgs. (S)
SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol-27



Patla Sona



(1) **SRI ASHIM BANERJEE**, having PAN : GMYPB3376J, Aadhaar No.3344 5336 2949 and (2) **SRI NIRMALYA BANERJEE**, having PAN : ACZPB5763G, Aadhaar No.9509 36456 0103, both are the sons of Late Jamuna Prosad Banerjee, both are by creed : Hindu, Indian by National, by occupation : Retired, both are residing at 22B, Park Side Road, Post Office : Kalighat, Police Station : Tollygunge, Kolkata : 700026, hereinafter jointly called and referred to as “the **OWNERS**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **ONE PART.**

AND

SUN ENTERPRISE, a sole Proprietorship Firm, having its Registered Office at 21/7, Aswini Dutta Road, 4th Floor, Post Office : Sarat Bose Road, Police Station : Rabindra Sarobar, Kolkata : 700029, represented by its sole Proprietor viz. **SRI TUSHAR S. KAMDAR**, having PAN : AKWPK2271M, Aadhaar No.7238 5672 5991, son of Late Sharad. H. Kamdar, by creed : Hindu, Indian by National, by occupation : Business, residing at

38A/26, Jyotish Roy Road, Post Office : New Alipore, Police Station : Behala, Kolkata : 700053, hereinafter called and referred to as “the **DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **OTHER PART**.

WHEREAS originally one Raj Narayan Banerjee was the sole and absolute Owner in respect of **ALL THAT** piece and parcel of land measuring about 7 (Seven) Cottahs 14 (Fourteen) Square Feet more or less, situate and lying at Division : 6, Sub-Division : Q, Dihi : Panchannagram Khas Mahal of the Kolkata Improvement Trust being Scheme Plot No.15B, being known and numbered as the then Holding Nos.105/101, 50 & 119/275 vide Premises Nos.22A & 22B, Park Side Road, Police Station : Tollygunge, Kolkata : 700026 by way of purchase.

AND WHEREAS during the life time, said Raj Narayan Banerjee constructed 2 (Two) numbers of Buildings, out of which one was 2 (Two) storied and another one 2 (Two) storied Building known and numbered as Premises Nos.22A & 22B, Park Side Road and absolutely seized and possessed of the same by residing therein with the members of his family.

AND WHEREAS while absolutely seized and possessed the aforesaid property and also other properties as Owner thereof, said Raj Narayan Banerjee settled his aforesaid property amongst this four sons viz. Debi Prosad Banerjee, Bhabani Prosad Banerjee, Shanti Prosad Banerjee and Jamuna Prosad Banerjee by way of a registered Deed of Settlement (Nirupan Patra), which was duly registered in the Office of the District Sub-Registrar at Alipore and recorded in Book No.I, Volume No.57, Pages 128 to 135, Being No.2552 for the year 1944.

AND WHEREAS thereafter said Raj Narayan Banerjee breathed his last on 25th December, 1960 and after his demise, as per terms of his Deed of Settlement, said Debi Prosad Banerjee and Bhabani Prosad Banerjee jointly got the Premises Nos.22A & 22B, Park Side Road comprising of land measuring about 7 (Seven) Cottahs 14 (Fourteen) Square Feet more or less together with 2 (Two) storied and 2 (Two) storied Building standing thereon.

AND WHEREAS while absolutely seized and possessed of the aforesaid two properties besides other properties in terms of the aforesaid Settlement Deed, said Debi Prosad Banerjee and

Bhabani Prosad Banerjee on 21st September, 1953 by way of a registered Deed of Lease, leased out **ALL THAT** 2 (Two) storied Building together with appertaining land thereto measuring about 2 (Two) Cottahs more or less being known and numbered as Premises No.22B, Park Side Road for a period of 99 (Ninety-Nine) years to (1) Smt. Namita Debi, wife of Sri Santi Prosad Banerjee and (2) Smt. Binapani Debi, wife of Jamuna Prosad Banerjee and thus the aforesaid persons only retain Premises No.22A, Park Side Road having an area of 5 (Five) Cottahs 1 (One) Chittack 23 (Twenty-Three) Square Feet more or less together with 2 (Two) storied Building standing thereon. The aforesaid Deed of Lease was registered in the Office of the Sub-Registrar at Alipore Sadar and registered in Book No.I, Volume No.106, Pages 21 to 25, Being No.6063 for the year 1963.

AND WHEREAS thereafter on 21st December, 1965, the aforesaid Debi Prosad Banerjee, Bhabani Prosad Banerjee, Smt. Namita Devi and Smt. Binapani Debi, all jointly sold, transferred and conveyed the Premises No.22B, Park Side Road, containing land measuring about 2 (Two) Cottahs more or less to Jamuna Prosad Banerjee by way of a registered Deed of Sale, registered in the Office of the Sub-Registrar at Alipore and

entered in Book No.I, Volume No.182, Pages 45 to 48, Being No.9555 for the year 1965.

AND WHEREAS by way of purchase as aforesaid said Jamuna Prosad Banerjee became the sole and absolute Owner of the aforesaid property and while absolutely seized and possessed of the same as Owner thereof, he sold, transferred and conveyed undivided land measuring about 1 (One) Cottah more or less together with portion of the old dilapidated Building standing thereon unto and in favour of one Shanti Prasad Banerjee by virtue of a registered Deed of Conveyance for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 21st March, 1980 in the Office of the Joint Sub-Registrar of Alipore at Alipore, South 24 Parganas and recorded in Book No.I, Being No.1375 for the year 1980.

AND WHEREAS after such sale, said Jamuna Prosad Banerjee was in possession and occupation of the remaining land measuring about 1 (One) Cottah more or less together with portion of the old dilapidated Building standing thereon.

AND WHEREAS while absolutely seized and possessed of the same as Owner thereof, said Jamuna Prosad Banerjee died intestate on 13th March, 2009 leaving behind him surviving his wife Smt. Binapani Banerjee, four sons viz. Ashim Banerjee, Nirmalya Banerjee, Tapash Banerjee, Anjan Banerjee and one daughter Smt. Indrani Bhattacharjee as his only legal heirs and successors as per Hindu Succession Act, 1956 each having undivided 1/6th share of the same.

AND WHEREAS thereafter said Smt. Binapani Banerjee also died intestate on 29th September, 2012 leaving behind her aforesaid four sons and one daughter as her only legal heirs and successors, who jointly inherited the undivided 1/5th share of the aforesaid left by their mother as per Hindu Succession Act, 1956.

AND WHEREAS after such inheritance said Ashim Banerjee, Nirmalya Banerjee, Tapash Banerjee, Anjan Banerjee and Smt. Indrani Bhattacharjee became the joint Owners of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 1 (One) Cottah more or less out of 2 (Two) Cottahs of land together with old dilapidated 2 (Two) storied Building having an

area of 850 (Eight Hundred Fifty) Square Feet more or less in each floor, totaling 1700 (One Thousand Seven Hundred) Square Feet more or less standing thereon, being known and numbered as Municipal Premises No.22B, Park Side Road, Police Station : Tollygunge, Kolkata : 700026, within the limits of the Kolkata Municipal Corporation, under Ward No.84, bearing Assessee No.11-084-15-0028-3, hereinafter called and referred to as “the **SAID ENTIRE PROPERTY**”, morefully described in the **SCHEDULE** – “A” hereunder written, each having undivided 1/5th share of the same.

AND WHEREAS in the manner stated above, said Ashim Banerjee and Nirmalya Banerjee, the Party hereto of the One Part herein, became the joint Owners of the aforesaid property i.e. **ALL THAT** piece and parcel of undivided 2/5th share of the entire property i.e. undivided land measuring about **6** (Six) Chittacks **18** (Eighteen) Square Feet more or less together with undivided 2/5th share of the said 2 (Two) storied Building having an area of 850 (Eight Hundred Fifty) Square Feet more or less in each floor, totaling 1700 (One Thousand Seven Hundred) Square Feet more or less i.e. undivided structure area of **340** (Three Hundred Forty) Square Feet in each floor, totaling

undivided structure area of **680** (Six Hundred Eighty) Square Feet more or less standing thereon, being known and numbered as Municipal Premises No.22B, Park Side Road, Police Station : Tollygunge, Kolkata : 700026, within the limits of the Kolkata Municipal Corporation, under Ward No.84, hereinafter called and referred to as “the **SAID PROPERTY**”, morefully described in the **SCHEDULE** – “**B**” hereunder written and since then have been possessing the same as joint Owners thereof without any interruption from any corner.

AND WHEREAS now the Owners herein decided to develop their said property through the Developer herein and accordingly several discussions were held amongst the Parties herein and ultimately the Developer herein has agreed to develop the said property with certain terms and conditions, which are set-forth hereunder below :-

NOW THIS AGREEMENT WITNESSETH are as follows :-

1. **OWNERS** :-

Shall mean (1) **SRI ASHIM BANERJEE** and (2) **SRI NIRMALYA BANERJEE**, both are of 22B, Park Side Road, Post Office : Kalighat, Police Station : Tollygunge, Kolkata : 700026 and each of their respective heirs, successors,

executors, administrators, legal representatives and assigns.

2. **DEVELOPER** :-

Shall mean **SUN ENTERPRISE**, a sole Proprietorship Firm, having its Registered Office at 21/7, Aswini Dutta Road, 4th Floor, Post Office : Sarat Bose Road, Police Station : Rabindra Sarobar, Kolkata : 700029, represented by its sole Proprietor viz. **SRI TUSHAR S. KAMDAR**, son of Late Sharad. H. Kamdar of 38A/26, Jyotish Roy Road, Post Office : New Alipore, Police Station : Behala, Kolkata : 700053 and include its successor-in-office and assigns.

3. **THE ENTIRE PROPERTY** :-

Shall mean **ALL THAT** piece and parcel of land measuring an area of 1 (One) Cottah be the same a little more or less out of 2 (Two) Cottahs of land together with old dilapidated 2 (Two) storied Building having an area of 850 (Eight Hundred Fifty) Square Feet more or less in each floor, totaling 1700 (One Thousand, Seven Hundred) Square Feet more or less with cemented flooring standing

thereon, being known and numbered as Municipal Premises No.22B, Park Side Road, Police Station : Tollygunge, Kolkata : 700026, within the limits of the Kolkata Municipal Corporation, under Ward No.84, bearing Assessee No.11-084-15-0028-3, morefully described in the **SCHEDULE** – “A” hereunder written.

4. **THE SAID PROPERTY** :-

Shall mean **ALL THAT** piece and parcel of undivided 2/5th share of the entire property i.e. undivided land measuring about **6** (Six) Chittacks **18** (Eighteen) Square Feet more or less together with undivided 2/5th share of the said 2 (Two) storied Building having an area of 850 (Eight Hundred Fifty) Square Feet more or less in each floor, totaling 1700 (One Thousand Seven Hundred) Square Feet more or less i.e. undivided structure area of **340** (Three Hundred Forty) Square Feet in each floor, totaling undivided structure area of **680** (Six Hundred Eighty) Square Feet more or less standing thereon, being known and numbered as Municipal Premises No.22B, Park Side Road, Police Station : Tollygunge, Kolkata : 700026, within the limits of the Kolkata Municipal Corporation,

under Ward No.84, morefully described in the **SCHEDULE**
– “**B**” hereinabove written.

5. **BUILDING** :-

Shall mean and include the Building to be constructed at the property mentioned in earlier paragraph.

6. **COMMON FACILITIES** :-

Shall mean and include corridors, stairs, ways, passages, way, if any drive ways, common electric meter, common lavatories, if provided by the Developer, water pump and water and facilities, which will be provided by the Developer in the new Building. The Occupiers of the proposed multistoried Building and the Purchasers of the Flats of the proposed multistoried Building shall have the right to enjoy the roof of the proposed Building for all ceremonial occasions and for maintaining T.V. antenna and water reservoir.

7. **SALEABLE SPACE** :-

Shall mean the space in the new Building available for independent use and occupation by the Developer after making due provisions for common facilities and space

required thereof and after providing the Owners' allocation in respect of the said property.

8. **OWNERS' ALLOCATION IN RESPECT OF THE SAID PROPERTY** :-

On completion of the proposed Building, the Owners herein shall be at the first instance entitled to get 50% of the total F.A.R. out of 100% of the total F.A.R. for the undivided share of their land in actual and the F.A.R. also to be calculated upon the basis of the share of their land in respect of the said entire property in finished and complete condition, morefully described in the **SCHEDULE** - "C" hereunder written, together with the fittings, fixtures and arrangements as will be provided by the Developer in the said allocation are fully described in the **SCHEDULE** : "E" hereunder written. The aforesaid Owners' allocation will be demarcated after getting Plan sanctioned by the Kolkata Municipal Corporation in respect of the entire property.

9. **DEVELOPER'S ALLOCATION** :-

Shall mean the rests and/or remaining share of the proposed Building/s in the said property as well as also

the said entire property save and except the Owners' allocation, morefully described in the **SCHEDULE** – “D” hereunder written. The said rests and remaining areas means several Flat/s, Shop/s, Car Parking Space/s and other space/s and proportionate share including common spaces, places, staircases, lift and the Developer shall have the right to sell, mortgage and/or rent out the same in whole or in part together with proportionate share of land at the said property, with right to enter into Agreement for Sale of Flat/s, Shop/s, Car Parking Space/s and other space/s with right on common areas and places to the intending Buyer/s etc. and to take advances and entire consideration from him/her/them without any objection or interruption from the Owners.

10. **THE ARCHITECT** :-

Shall mean such person/s with requisite qualification who will be appointed by the Developer for designing and Planning of the new Building.

11. **BUILDING PLAN** :-

Will mean such Plan prepared by the architect for the construction of the new Building and to be sanctioned by

the Kolkata Municipal Corporation and/or any other competent Authority as the case may be.

12. **TRANSFER** :-

With its grammatical variations shall include transfer by possession and by and other means adopted for effecting what is understood as a transfer of space in multistoried Building to purchase thereof although the same may not amount to a transfer in law without causing in any manner in convenience or disturbance to the Owners of the said property.

13. **TRANSFeree** :-

Shall mean a person, Firm, Limited Company, Association of persons to whom any space in the Building will be transferred.

14. **TIME** :-

Shall mean the construction shall be completed positively within 24 (Twenty-Four) months from the date of sanction of the Building Plan from the Kolkata Municipal Corporation in respect of the said entire property or from

the date of handing over peaceful vacant possession of the said property by the Owners to the Developer, whichever will be the later.

15. **WORDS** :-

Importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and neutral gender shall include masculine and feminine genders.

16. **COMMENCEMENT** :-

This Agreement shall be deemed to have commenced with effect from the date of execution of this Agreement.

-:: **OWNERS' RIGHT AND REPRESENTATION** ::-

1. The Owners herein are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property, which is the undivided part of the said entire property.
2. None other than the Owners have any claim, right, title and/or demand over and in respect of the said property and/or any portion thereof.

3. There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.

-:: **DEVELOPER'S RIGHT** ::-

1. The Owners of the said property hereby grant, subject to what have been hereunder provided exclusive right to the Developer to build upon and to exploit commercially the said plot of land and shall be able to construct the new Building thereon in accordance with the Plan, which will be sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or cause to be made by the parties hereto.
2. All application, Plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the Owners of the said property at its own costs and expenses and the Developer shall pay charges and bear all fees including Architect's fees required to be paid or deposited for exploitation of the

said entire property provided, however that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposit made by the Developer.

3. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said property or any part thereof to the Developer or has created any right, title or interest in respect of the Developer other than an exclusive right and interest by the Developer to commercially exploit the same in terms hereof and to deal with the Developer's allocation in respect of said entire property in the new Building in the manner hereinafter stated.

-:: **CONSIDERATION** ::-

1. In consideration of the Owners of the said property having agreed to permit the Developer to commercially exploit the said property and to construct, erect and build a new Building in accordance with the Plan, which will be sanctioned and in accordance with the Specification and materials description of which are stated in details in **SCHEDULE – "D"** hereunder written.

2. On completion of the proposed Building, the Owners herein shall be at the first instance entitled to get 50% of the total F.A.R. out of 100% of the total F.A.R. for the undivided share of their land in actual and the F.A.R. also to be calculated upon the basis of the share of their land in respect of the said entire property in finished and complete condition, morefully described in the **SCHEDULE** - "C" hereunder written, together with the fittings, fixtures and arrangements as will be provided by the Developer in the said allocation are fully described in the **SCHEDULE** : "E" hereunder written. The aforesaid Owners' allocation will be demarcated after getting Plan sanctioned by the Kolkata Municipal Corporation in respect of the entire property.

-:: **POSSESSION** ::-

1. The Owners herein shall give quiet, peaceful and unencumbered symbolical possession of the said property to the Developer simultaneously with the execution of this Agreement enabling the Developer to survey the said entire premises and for making soil testing and preparation of the proposed Building Plan.

2. The Developer shall complete the construction of the Building positively within 24 (Twenty-Four) months from the date of sanction of the Building Plan from the Kolkata Municipal Corporation in respect of the said entire property or from the date of handing over peaceful vacant possession of the said property by the Owners to the Developer, whichever will be the later and shall hand over the Owners' allocation in respect of said property by the Developer with the arrangements and other accessories as per Specification given details in **SCHEDULE** - "E" hereunder written.
3. The Developer shall on completion of the new Building put the Owners herein in undisputed possession of the Owners' allocation in respect of said property together with all rights in common to the common portion as absolute Owners thereof.
4. The Developer shall be exclusively entitled to the Developer's allocation in the new Building with exclusive right to transfer or otherwise deal with or dispose of, without any right, title, claim or interest therein

whatsoever of the Owners herein and they shall not be able to disturb the quiet and peaceful possession of the Developer's allocation. The Owners herein shall only transfer by way of proper Deed of Conveyance either in favour of the Developer or in favour of the nominee/s of the Developer, the undivided share of the land excepting the proportionate share of land of the Owners herein.

5. In so far as necessary all dealing by the Developer in respect of the new Building shall be in the name of the Owners herein for which purpose the Owners herein undertakes to give the Developer a Power of Attorney in a form and manner reasonably required by the Developer. It being understood however that such dealings shall not in any manner fasten or create any financial or legal liabilities upon the Owners herein nor there shall be any clause inconsistent with or against the terms mentioned in this Agreement.

6. That the Owners herein shall execute the Deed of Conveyance/s in favour of the Developer or its nominee/s in respect of such part/s of the new Building as shall be

required by the Developer, all costs and all expenses in that behalf will be borne and paid by the Developer.

-:: **COMMON FACILITIES** ::-

1. The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the said Building accruing due as and from the date of handing over vacant possession of the said property or part of it by the Owners herein to the Developer. If there are any dues of property taxes or any other taxes regarding the said entire property before the date of handing over the same to the Developer that has to be borne by the Owners herein as per their share.

2. As soon as the new Building shall be completed within the time hereinafter mentioned the Developer shall give written notice to the Owners herein for their allocation in the Building and there being no dispute regarding the completion of the Building in terms of this Agreement and according to the Specification and Plan thereof and certificate of the architect being produced to the effect and after 30 (Thirty) days from the date of service of such

notice and at all times thereafter the Owners herein shall be exclusively responsible for payment of all Municipal and property taxes, rates, duties and other public outgoings and imposition whatsoever (hereinafter for the sake of brevity referred to as “the **SAID RATES**”) payable in respect of the Owners’ allocation, the said rates to be apportioned pro-rata with reference to the saleable space in the Building if the same are levied on the Building as a whole.

3. Any transfer of any part of the Owners’ allocation in the new Building shall be subject to the provisions hereof and the transferee shall thereafter be responsible in respect of the space transferred for payment of the said rate and service charges for the common facilities.
4. The Owners herein shall not do any acts, deeds or things whereby the Developer shall be prevented from construction and completion of the said Building.

-:: **COMMON RESTRICTION** ::-

The Owners’ allocation in the new Building shall be subject to the same restrictions on transfer and use as are applicable to

the Developer's allocation in respect of undivided share of the said entire property in the new Building intended for common benefits of all Occupiers of the new Building which shall include the followings :-

1. The Owners herein shall not use or permit to be used of the Owners' allocation in the new Building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisances hazard to the Owners, Occupiers of the new Building. The Developer and its nominee/s shall also not use or permit to be used of the Developer's allocation in respect of undivided share of the entire property in the new Building or any portion thereof for carrying of any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance hazards to the Owners herein of the new Building.
2. Both the Parties shall abide by all laws, bye-laws, rules and regulation of the Government, local bodies and associations when formed in future as the case may be without invading the right to the Owners herein.

3. The respective allottee shall keep their respective allocation in the Building in good working conditions and repairs.

4. Neither party shall throw accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the new Building or in the compound corridors any other portions of the new Building.

-:: **OWNERS' OBLIGATION** ::-

1. The Owners herein hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the Building at the entire property by the Developer.

2. The Owners herein hereby agree and covenant with the Developer not to do any acts or deeds or things where by the Developer may be prevented from selling, assigning and/or disposing of any portion or portions of the Developer's allocation in respect of undivided share of the entire property or portion in the Building.

3. The Owners herein hereby agree and covenant with the Developer not to let out, grant, lease, mortgage and/or charges the allocated portion of the Developer in the super built up construction but shall have all right to let out, grant, lease, mortgage and/or charges, their allocated portion to any person/s, company/ies save and except the Developer's allocation in respect of undivided share of the entire property. The Developer also shall not have any right to let, grant, lease, mortgage and/or charges the allocated super built up area of the Owners herein but shall have all right to let out, grant lease, take booking money, etc. from the person/s, company/ies in respect of the Developer's allocation in respect of undivided share of the entire property.
4. The Owners will be held and liable to amalgamate their said property as well as the entire property with the other adjacent properties at the costs and desire of the Developer herein.
5. The Tenants' allocation to be deducted from the Owners' allocation according to their in the entire property.

-:: DEVELOPER'S OBLIGATION ::-

The Developer hereby agrees and covenants with the Owners :-

1. The Developer shall complete the construction of the new Building within 24 (Twenty-Four) months from the date of sanction of the Building Plan from the Kolkata Municipal Corporation in respect of the said entire property or from the date of handing over peaceful vacant possession of the said property by the Owners to the Developer, whichever will be the later and the time of completion of the Building shall be strictly observed. The period of construction will be extended if there be any force majeure, natural calamity or situation beyond the control of the Developer.
2. The Developer shall not violate or contravene any of the provisions or rules applicable for construction of the Building.
3. That the Developer shall at its own cost and endeavour amalgamate the said property of the Owners herein with any other adjacent properties as per its own whims and desire for the benefit of both the Parties herein

4. The Developer shall at its own cost demolish the existing 2 (Two) storied Building standing upon the said entire property and shall enjoy the debris and salvages at its own whims and desire.

-:: OWNERS' INDEMNITY ::-

The Owners herein hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated portion without any interference and/or disturbance provided the Developer perform and fulfills all and singular the terms and conditions herein contained and/or its part to be observed and performed.

-:: DEVELOPERS INDEMNITY ::-

1. The Developer hereby undertakes to keep the Owners herein indemnified against all Third Party claims and actions arising out of any sorts of acts or commission of the Developer in or in relation to the construction of the said new Building strictly in terms of the Plan to be sanctioned by the Kolkata Municipal Corporation on that behalf.

2. The Developer hereby undertakes to keep the Owners herein indemnified against all action suits, costs, proceedings and claim that may arise out of the Developer's allocation in respect of undivided share of the entire property with regard to the development of the said property and/or in the matter of construction of the Building and/or any defect therein.

-:: **MISCELLANEOUS** ::-

1. The Owners herein and the Developer have entered into the Agreement purely as a contract and nothing contained herein shall be deemed to construe as partnership between the Developer and the Owners herein. The Parties hereto can proceed with this Agreement.
2. Nothing in these presents shall be construed as a demise or assignment or conveyance in land by the Owners of the said property or any part thereof to the Developer or as creating any right, title and interest in respect thereof in the Developer other than its own undivided share of the said entire property, an exclusive right to exploit the same in terms thereof provided however the Developer shall be

entitled to borrow money from any Bank/s without creating any financial liability on the Owners herein and their estate shall not be encumbered and/or be liable for payment of any dues of such Bank/s and for that purpose the Developer shall keep the Owners herein indemnified against all actions, suits, proceedings and cost, charges and expenses in respect thereof.

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 upon the Owners herein, if sent to them under registered post with acknowledgement due at the addresses given in this Agreement vis-à-vis to the Developer.
4. That the Owners herein hereby fully agree and consent that the Developer shall have the right to advertise, fix hoarding or signboard of any kind relating to the publicity for the benefit or commercial exploitation of the new Building from the date of execution of this Agreement and on completion of the Building or earlier all such advertisements and hoardings shall be cleared or by the Developer at its own costs.

5. The original Agreement and all original deeds in respect of the said property shall be kept at the city office of the Developer or at the office of its agents for the inspection of the intended Purchaser/s.

-:: **FORCE MAJEURE** ::-

1. The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations was prevented by any force majeure and this contract shall remain suspended during such Government declared force majeure, if any.
2. The force majeure shall mean floods, earth quake, riot, war, storm, tempest, civil commotion, strikes, lock-out and/or any other fact or commission beyond the control of the parties hereto.

-:: **JOINT OBLIGATION** ::-

1. The Developer shall develop and construct multistoried Buildings on the said land as per Corporation Rules after utilizing the available F.A.R. as per present rules in vogue.

2. The Owners herein will lend their names and signatures in all paper, Plans, documents and deeds those may come on the way of the Developer for successful implementation of the project since the project will be developed in the name of the Owners of the said property and under the Owners' allocation.
3. The Owners herein will forward to the Developer, the title deed of the said property on execution of the Agreement for Developer's record and reference. The said original title deed/deeds shall ultimate be returned by the Developer to the Owners' Association, which will be formed in future for its preservation.
4. If the Developer deliberately fails and neglects to delay in completing the entire project and/or to hand over the Owners' allocation within the stipulated period the Developer shall pay a sum of Rs.1,000/- (Rupees One Thousand) only per day to the Owners herein towards compensation.

THE SCHEDULE - "A" ABOVE REFERRED TO

(DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT piece and parcel of land measuring an area of 1 (One) Cottah be the same a little more or less out of 2 (Two) Cottahs of land together with old dilapidated 2 (Two) storied Building having an area of 850 (Eight Hundred Fifty) Square Feet more or less in each floor, totaling 1700 (One Thousand Seven Hundred) Square Feet more or less with cemented flooring standing thereon, being known and numbered as Municipal Premises No.22B, Park Side Road, Police Station : Tollygunge, Kolkata : 700026, within the limits of the Kolkata Municipal Corporation, under Ward No.84, bearing Assessee No.11-084-15-0028-3, together with all right, title, interest and right of easement attached thereto and the same is butted & bounded by :-

ON THE NORTH : Premises No.22A, Park Side Road ;
ON THE SOUTH : 40' wide Park Side Road ;
ON THE EAST : Premises No.20, Park Side Road ;
ON THE WEST : Premises No.24, Park Side Road.

THE SCHEDULE - "B" ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PROPERTY I.E.
THE PROPERTY OF THE OWNERS HEREIN)

ALL THAT piece and parcel of undivided 2/5th share of the entire property i.e. undivided land measuring about **6** (Six) Chittacks **18** (Eighteen) Square Feet more or less together with undivided 2/5th share of the said 2 (Two) storied Building having an area of 850 (Eight Hundred Fifty) Square Feet more or less in each floor, totaling 1700 (One Thousand Seven Hundred) Square Feet more or less i.e. undivided structure area of **340** (Three Hundred Forty) Square Feet in each floor, totaling undivided structure area of **680** (Six Hundred Eighty) Square Feet more or less standing thereon, being known and numbered as Municipal Premises No.22B, Park Side Road, Police Station : Tollygunge, Kolkata : 700026, within the limits of the Kolkata Municipal Corporation, under Ward No.84, morefully described in the **SCHEDULE** - "**A**" hereinabove written.

THE SCHEDULE - "C" ABOVE REFERRED TO

(DESCRIPTION OF THE OWNERS' ALLOCATION IN RESPECT
OF THE SAID PROPERTY)

On completion of the proposed Building, the Owners herein shall be at the first instance entitled to get 50% of the total

F.A.R. out of 100% of the total F.A.R. for the undivided share of their land in actual and the F.A.R. also to be calculated upon the basis of the share of their land in respect of the said entire property in finished and complete condition, together with the fittings, fixtures and arrangements as will be provided by the Developer in the said allocation are fully described in the **SCHEDULE** : "E" hereunder written. The aforesaid Owners' allocation will be demarcated after getting Plan sanctioned by the Kolkata Municipal Corporation in respect of the entire property.

THE SCHEDULE : "D" ABOVE REFERRED TO

(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)

ALL THAT rests and/or remaining share of the proposed Building/s in the said property save and except the Owners' allocation. The said rests and remaining areas means several Flat/s, Shop/s, Car Parking Space/s and other space/s and proportionate share including common spaces, places, staircases, lift and the Developer shall have the right to sell, mortgage and/or rent out the same in whole or in part together with proportionate share of land at the said property, with right

to enter into Agreement for Sale of Flat/s, Shop/s, Car Parking Space/s and other space/s with right on common areas and places to the intending Buyer/s etc. and to take advances and entire consideration from him/her/them without any objection or interruption from the Owners.

THE SCHEDULE : "E" ABOVE REFERRED TO

(DESCRIPTION OF THE SPECIFICATION)

❖ **BUILDING** :-

Building designed or R.C.C. foundation of multistoried.

❖ **FOUNDATION** :-

Building designed of R.C.C. foundation.

❖ **STEEL** :-

Steel quality available in the market.

❖ **CEMENT** :-

Standard quality available in the market.

❖ **STONE CHIPS** :-

Standard quality available in the market.

❖ **SAND** :-

Course sand and other sand shall be required.

❖ **BRICKS** :-

1st and 2nd class available in the market.

❖ **FLOORING** :-

Bed rooms, toilet, drawing/dining will be finished with tiles.

❖ **TOILET** :-

Toilet will be of tiles flooring with 6' high glaze tile all around.

❖ **PAINTING** :-

All internal walls will be finished the plaster Paris. All external paintings will be with weather coat paints. All doors and windows will be enamel paints.

❖ **SANITARY** :-

All internal pipe line will be concealed type. Soil lines are to be connected to underground, drainage pipes terminating in Corporation line, colour basin, colour commodes, jaguar fittings.

❖ **WATER SUPPLY** :-

Water will be supplied from the supply of Kolkata Municipal Corporation.

❖ **DOORS** :-

All doors will be made up of commercial flash doors, main entrance door will be teak finish.

❖ **WINDOWS** :-

Aluminum siding with glass fittings.

❖ **ELECTRICAL** :-

Electrical points for light, fan, A.C. and refrigerator.

❖ **WORKS** :-

P.V.C. wiring and complete with distribution board sub-distribution board, switch board with piano type switches and 5 & 25 amp. plug point electrical points will be provided as per design given by architect.

❖ **ELECTRICAL** :-

All conceal wiring.

❖ **LIFT** :-

Lift will be provided.

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

SIGNED, SEALED & DELIVERED

by the Parties at Kolkata
in the presence of :-

WITNESSES :-

1. Kaushik Senapati
62 Palpur, Sakinagar
Kol - 743

Aslim Banerjee

Nirmalya Banerjee

Signature of the **OWNERS**

2. Subhojit Banerjee
1/26 Nehru Nagar
Kol - 702

SUN ENTERPRISE


Proprietor

Signature of the **DEVELOPER**

Drafted by me :-

Partho Sen
Deed writer
Lm-132/2013
Attorney

Alipore Judges' Court, Kol : 27.

Computer Typed by :-



DEBASISH NASKAR

Alipore Judges' Court, Kol : 27.



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name ASIM BANERJEE

Signature Asim Banerjee



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name NIRMALYA BANERJEE

Signature Nirmalya Banerjee



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name TUSHAR S. KAMDAR

Signature Kamdar

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature



District Sub-Registrar-II
Alipore, South 24 Parganas

10 AUG 2022



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

GRN Details

GRN: 192022230095069178 Payment Mode: Online Payment (SBI Epay)
GRN Date: 10/08/2022 11:41:35 Bank/Gateway: SBIEpay Payment Gateway
BRN : 9682606067717 BRN Date: 10/08/2022 11:45:42
Gateway Ref ID: 222226900565 Method: HDFC Retail Bank NB
Payment Status: Successful Payment Ref. No: 2002392483/3/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr TUSHAR KAMDAR
Address: 21/4 Aswini Dutta Road Dover Terrace Ballygunge
Mobile: 9830555585
EMAIL: t.kamdar89@gmail.com
Period From (dd/mm/yyyy): 10/08/2022
Period To (dd/mm/yyyy): 10/08/2022
Payment ID: 2002392483/3/2022
Dept Ref ID/DRN: 2002392483/3/2022

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002392483/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	5020
2	2002392483/3/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	5041

IN WORDS: FIVE THOUSAND FORTY ONE ONLY.

Major Information of the Deed

Deed No :	I-1602-10618/2022	Date of Registration	10/08/2022
Query No / Year	1602-2002392483/2022	Office where deed is registered	
Query Date	05/08/2022 11:31:52 AM	D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	PARTHA SANA ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830737513, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 27,99,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,120/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



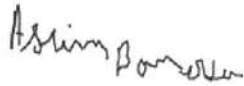



District: South 24-Parganas, P.S:- Tollygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Park Side Road, , Premises No: 22B, , Ward No: 084 Pin Code : 700026

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	6 Chatak 18 Sq Ft		23,40,000/-	Width of Approach Road: 40 Ft.,
Grand Total :				.66Dec	0 /-	23,40,000 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	680 Sq Ft.	0/-	4,59,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 340 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 340 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		680 sq ft	0 /-	4,59,000 /-	




Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr ASIM BANERJEE Son of Late JAMUNA PROSAD BANERJEE Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Office			
	10/08/2022	LTI 10/08/2022	10/08/2022	
22B PARK SIDE ROAD, City:- , P.O:- KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: GMxxxxxx6J, Aadhaar No: 33xxxxxxxx2949, Status :Individual, Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Office				
2	Name Mr NIRMALYA BANERJEE Son of Late JAMUNA PROSAD BANERJEE Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Office			
	10/08/2022	LTI 10/08/2022	10/08/2022	
22B PARK SIDE ROAD, City:- , P.O:- KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ACxxxxxx3G, Aadhaar No: 95xxxxxxxx0103, Status :Individual, Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	SUN ENTERPRISE 21/7 ASWINI DUTTA ROAD, City:- , P.O:- SARAT BOSE ROAD, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 , PAN No.:: AKxxxxxx1M,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 TUSHAR S KAMDAR (Presentant) Son of Late SAHARAD H KAMDAR Date of Execution - 10/08/2022, , Admitted by: Self, Date of Admission: 10/08/2022, Place of Admission of Execution: Office			
		Aug 10 2022 5:30PM	LTI 10/08/2022	10/08/2022
38A/26 JYOTISH ROY ROAD, City:- , P.O:- NEW ALIPORE, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AKxxxxxx1M, Aadhaar No: 72xxxxxxxx5991 Status : Representative, Representative of : SUN ENTERPRISE (as PROPRIETOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr PARTHA SANA Son of Late R N SANA ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027			
	10/08/2022	10/08/2022	10/08/2022
Identifier Of Mr ASIM BANERJEE, Mr NIRMALYA BANERJEE, Mr TUSHAR S KAMDAR			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr ASIM BANERJEE	SUN ENTERPRISE-0.33 Dec
2	Mr NIRMALYA BANERJEE	SUN ENTERPRISE-0.33 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr ASIM BANERJEE	SUN ENTERPRISE-340.00000000 Sq Ft
2	Mr NIRMALYA BANERJEE	SUN ENTERPRISE-340.00000000 Sq Ft

Endorsement For Deed Number : I - 160210618 / 2022

On 10-08-2022

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

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

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

Presented for registration at 13:48 hrs on 10-08-2022, at the Office of the D.S.R. - I I SOUTH 24-PARGANAS by Mr TUSHAR S KAMDAR ,.

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 27,99,000/-

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

Execution is admitted on 10/08/2022 by 1. Mr ASIM BANERJEE, Son of Late JAMUNA PROSAD BANERJEE, 22B PARK SIDE ROAD, P.O: KALIGHAT, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Retired Person, 2. Mr NIRMALYA BANERJEE, Son of Late JAMUNA PROSAD BANERJEE, 22B PARK SIDE ROAD, P.O: KALIGHAT, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Retired Person

Indetified by Mr PARTHA SANA, , , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

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

Execution is admitted on 10-08-2022 by Mr TUSHAR S KAMDAR, PROPRIETOR, SUN ENTERPRISE (Sole Proprietorship), 21/7 ASWINI DUTTA ROAD, City:- , P.O:- SARAT BOSE ROAD, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029

Indetified by Mr PARTHA SANA, , , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/08/2022 11:45AM with Govt. Ref. No: 192022230095069178 on 10-08-2022, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 9682606067717 on 10-08-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

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

Description of Stamp

1. Stamp: Type: Impressed, Serial no 340846, Amount: Rs.100/-, Date of Purchase: 03/08/2022, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/08/2022 11:45AM with Govt. Ref. No: 192022230095069178 on 10-08-2022, Amount Rs: 5,020/-, Bank: SBI EPay (SBlePay), Ref. No. 9682606067717 on 10-08-2022, Head of Account 0030-02-103-003-02



Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Handwritten marks in the top right corner.



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2022, Page from 386472 to 386520

being No 160210618 for the year 2022.



Digitally signed by SUMAN BASU
Date: 2022.08.23 15:17:53 +05:30
Reason: Digital Signing of Deed.

Suman

(Suman Basu) 2022/08/23 03:17:53 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I I SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)