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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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District Sub-Registrar-IV  
 Registrar U/S 7 (2) of  
 Registration 1906  
 Alipore, South 24 Parganas

11 AUG 2021

**DEVELOPMENT AGREEMENT**

**THIS INDENTURE** is made on this 11<sup>th</sup> day of August, 2021 (Two thousand and Twenty One)

**BETWEEN**

1) **SMT. SONALI CHANDRA (PAN No. ANWPC0184A AADHAAR No. 362846648903)**, wife of Late Kamal Kanta Chandra, by faith- Hindu, by Nationality- Indian, by Occupation- Housewife, residing at 1B, Gopal Doctor Road, P.O - Khidderpore & P.S Waygunge, Kolkata - 700023, **1A) SRI ANUP KUMAR CHANDRA (PAN No. AOOPC4952R, AADHAAR No. 503705958109)**, Son of Late Kamal Kanta Chandra, by faith- Hindu, by Nationality- Indian, by Occupation- Unemployed, residing at 1B, Gopal Doctor Road, P.O - Khidderpore & P.S Waygunge, Kolkata - 700023, hereinafter called and referred to as the "**OWNERS**" (which expression shall unless excluded by or otherwise repugnant to the context be deemed to mean and include their heirs administrators, legal representatives and assigns) of the **ONE PART**.

**AND**

1) **MR. SUBHAS DAS (PAN NO. AOWPD8297C) (AADHAAR NO. 4012 0796 0905)** , son of Sri Raju Das, by religion-Hindu, by occupation Business, residing at 3, Pitambar Sarkar Lane, P.S-Watgunge, P.O. Khidderpore, Kolkata-700023 and 2) **MR RAMESH SHAW (PAN No. BRXPS6772C) (AADHAAR NO. 637149916972)** Son of Shri Jamuna Shaw, 12/1/1/L, Beliaghata Raod, Post Office: Beliaghata, Beliaghata, District :- South 24-Parganas, WestBengal, India, PIN-700015., hereinafter called and referred to as the **DEVELOPERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their and each of their respective heirs, executors, administrators, legal representatives, successors in office and/or assigns) of the **OTHERPART**.

**WHEREAS** the Owners herein above by virtue of inheritance as well as purchase have jointly became the absolute owners in respect of **ALL THAT** piece and parcel of property measuring a total land area of 1 Kattah 3 Chittaks 7 Sq.ft more or less including existing dilapidated structure 1 Storied residential building measuring about 500 Sq.ft standing thereon lying and situated at 1B, Gopal Doctor Road, P.O - Khidderpore, P.S- Watgunge, Kolkata-700023 having assessee no. 110760500288, under K.M.C ward no. 076 fully and particularly mentioned in **THE FIRST SCHEDULE** of this deed , described herein below.

**AND WHEREAS** the Owner no. 1 & 1A herein became the owner of the 75% undivided share of the First Schedule property.

**AND WHEREAS** by virtue of one Bengali Sale deed dated 18<sup>th</sup> November, 1977, registered in the Office at District Sub Registered, Alipore, South 24 Pargnas, recorded in Book no. I, Volume no. 245, Pages from 27 to 38, being Deed no. 7358 in the year 1977, One Smt. Sonali Chandra, W/o. Kamal Kanta Chandra i.e. the Owner no. 1 herein and one Bimal Kumar Chandra (since deceased), had become the joint owner of **ALL THAT** piece and parcel of property measuring a total land area of 1 Kattah 3 Chittaks 7 Sq.ft more or less including existing dilapidated structure 1 Storied residential building measuring about 500 Sq.ft standing thereon lying and situated at 1B, Gopal Doctor Road, P.O - Khidderpore, P.S-Watgunge, Kolkata-700023 having assessee no. 110760500288, under K.M.C ward no. 076 fully and particularly mentioned in **THE FIRST SCHEDULE** of this deed, described herein below.

**AND WHEREAS** subsequently due to personal reason Bimal Kumar Chandra (since deceased) had sell out 50% undivided share out of his allocated 50% undivided share of the **THE FIRST SCHEDULE PROPERTY** of this deed, described herein below in favour of one Kamal Kanta Chandra (Since deceased) by virtue of one Bengali Sale Deed dated 25<sup>th</sup> February 1986 registered in the Office at District Sub Registered, Alipore, South 24 Pargnas, recorded in Book no. I, Volume no. 53, Pages from 192 to 207, being Deed no. 3057 in the year 1986.

**AND WHEREAS** thereafter the said three owners viz. 1) Sonali Chandra (Owner of **50% undivided share** of the **FIRST SCHEDULE PROPERTY** herein), 2) Bimal Kumar Chandra (Owner of **25% undivided share** of the **FIRST SCHEDULE PROPERTY** herein) & 3) Kamal Kanta Chandra (Owner of **25% undivided share** of the **FIRST SCHEDULE PROPERTY** herein) had mutated their respective names in the Kolkata Municipality Corporation being assessee no. 110760500288 and had been jointly paying the Corporation and other tax in respect of the **FIRST SCHEDULE PROPERTY** herein and also enjoyed their respective mutual allocated portion uninterruptedly.

**AND WHEREAS** on 09.04.2000, the said Bimal Kumar Chandra had died, leaving behind his wife i.e **SMT. KALPANA CHANDRA** i.e. the Owner no. 2 herein and his married daughter viz. **SMT. ANTARA CHATTERJEE** as

his only legal heir and successor in respect of his **25% undivided share** of the **FIRST SCHEDULE PROPERTY** herein.

**AND WHEREAS** on 28.08.2012, the said Kamal Kanta Chandra had died leaving behind his wife i.e **SMT. SONALI CHANDRA** i.e. the Owner no. 2 herein and his son viz. **SRI ANUP KUMAR CHANDRA** as his only legal heir and successor in respect of his **25% undivided share** of the **FIRST SCHEDULE PROPERTY** herein

**WHEREAS** Owners herein are the co-owners according to Hindu Succession Act in respect of 75% undivided **ALL THAT** piece and parcel of property measuring a total land area of 1 Kattah 3 Chittaks 7 Sq.ft more or less including existing dilapidated structure 1 Storied residential building measuring about 500 Sq.ft standing thereon lying and situated at 1B, Gopal Doctor Road, P.O - Khidderpore, P.S- Watgunge, Kolkata-700023 having assessee no. 110760500288, under K.M.C ward no. 076 fully and particularly mentioned in **THE FIRST SCHEDULE** of this deed, described herein below.

**AND WHEREAS** the owners in course of such owning and possessing of the property mentioned here in above and hereunder in first schedule having desirous of developing the said premises, by constructing a multi storied building.

**AND WHEREAS** The **Owners** thereby expressed/ approached their intention on appointing and engaging suitable Developers / Contractors for development of their first schedule mentioned property and thus the said Owners, willfully proposed and requested to the said Developers, the party of the Second Part herein of the **OTHER PART**, herein for taking over the said Plot/ Land with old building/ structure exclusively for development and thereby built, construction of a newly Multi Storied/Project inter alias on the above mentioned said plot/land of the said Owner and after mutual discussion in between the both owners and the developers hereinafter made several searches and/or investigation regarding the right, title and interest of the said **Owners** and fully satisfied regarding the right, title and interest of the aforesaid plot of land as hereinbefore recited and made themselves satisfied towards title of the said property inter alias thereby has accepted the said offer of the Land Owner and has agreed to develop the property of the said **Owners** and to

construct the proposed multistoried building/s upon the said landed property of **OWNERS** of 75% undivided share of **ALL THAT** piece and parcel of property measuring a total land area of 1 Kattah 3 Chittaks 7 Sq.ft more or less including existing dilapidated structure 1 Storied residential building measuring about 500 Sq.ft standing thereon lying and situated at 1B, Gopal Doctor Road, P.O - Khidderpore, P.S- Watgunge, Kolkata-700023 having assessee no. 110760500288, under K.M.C ward no. 076 fully and particularly mentioned in **THE FIRST SCHEDULE** of this deed , described herein below.

**AND WHEREAS** now the Owners herein have decided to develop their aforesaid plot of land of 75% undivided share of **ALL THAT** piece and parcel of property measuring a total land area of 1 Kattah 3 Chittaks 7 Sq.ft more or less including existing dilapidated structure 1 Storied residential building measuring about 500 Sq.ft standing thereon lying and situated at 1B, Gopal Doctor Road, P.O - Khidderpore, P.S- Watgunge, Kolkata-700023 having assessee no. 110760500288, under K.M.C ward no. 076 fully and particularly mentioned in **THE FIRST SCHEDULE** of this deed , described herein below and thus made negotiations with the Developer herein from time to time and upon such negotiations and discussions the Owners and the Developers jointly have formulated a scheme to carry out the Development work of the plot of land as described in the First Schedule hereunder mentioned in the manner hereinafter appearing.

In the matter of the proposed Development Work upon the plot of land of the owner herein, by way of construction of multi storied building in the land as described in the First Schedule hereunder written, the owner has represented to developer as follows .

The Owners are the joint and absolute owner of of 75% undivided share of **ALL THAT** piece and parcel of property measuring a total land area of 1 Kattah 3 Chittaks 7 Sq.ft more or less including existing dilapidated structure 1 Storied residential building measuring about 500 Sq.ft standing thereon lying and situated at 1B, Gopal Doctor Road, P.O - Khidderpore, P.S- Watgunge, Kolkata-700023 having assessee no. 110760500288, under K.M.C ward no. 076 fully and particularly mentioned in **THE FIRST SCHEDULE** of this deed , described herein below which is also described in the First Schedule hereunder mentioned.

The Owner herein have declared that the plot of land as mentioned and described in the First Schedule hereunder is free from all encumbrances, charges, liens, lispendence, acquisition/requisition, trust, whatsoever, and howsoever in nature .

There are no suits litigations, or legal proceedings, pending in respect of the said plot of land or any part thereof before any Court of Law.

No person other than the land owner herein has any right and/or in the nature of Ownership in the said plot of land or any part thereof.

The Owner have not in any way dealt with the said plot of land and further assures that they have not entered into any Agreement for Sale or any Agreement for Development or otherwise and the same is not charged with any Bank, or Financial Institution and they do hold and or possess the original documents of title of the said plot of land.

The Owner hereby give permissions to the Developer herein to enter upon the First Schedule hereunder mentioned plot of land for the purpose of Development, demolition of the existing structures and construction of the multi storied building.

The Owner agrees to execute this instrument as well as the Development Power of Attorney Authorizing the Developer to do all such acts and things that are necessary for the development of the First Schedule hereunder mentioned plot of land, demolition of the existing structure thereupon construction of the proposed multistoried building and to obtained advance booking for the newly constructed apartments or flats or areas to be constructed on the said plot of land.

The owners also agree with the Developers herein to sign and execute from time to time the necessary applications, plans, for layout, subdivision, construction of the building and other applications necessary to be submitted to the appropriate authority or authorities concerned at the request of and at the cost of Developers.

The Owner shall be indemnified from any action, fines, penalties or costs and expenses for any violation of any statutory provisions in relation to the said Development and construction by the developer.

The Owner shall not object to any construction or laying of sewerage, drainage, water pipes, cables, or other provisions made in accordance with the law and scheme of construction of the said multi storied building upon the plot of land as described in the First Schedule hereunder written.

The said Development work and construction of multi storied building should be carried out under the direct supervision and in presence of Developer and the Developers' presents at the site of construction is a condition of this Development Agreement. However for the purpose of said development and construction, the developer may take the assistance of architect, building contractor and others but the work of development should be carried out under the direct physical supervision of the developers or their duly authorized agent or agents.

The Developer undertakes to keep the Owner herein fully indemnified against the harmless from any losses, costs, charges, expenses or claims by any of Developers' contractors, architects, workers or agents for any breach of any statutory or contractual obligations.

The land owner also declares that prior to entering into this Development Agreement they did not execute any Development Agreement, Development/ .General Power of Attorney or any other instrument or instruments in respect of transfer of their his plot of land which are also described in the First Schedule hereunder mentioned, with any person or persons.

The developer also declare that if any claim from any other person or persons have arisen in connection with right, title and interest of the said property in that event the owners will be liable and also shall take responsibility for the same .

The Developer shall be entitled to make advertisement, hung-up advertisement boards upon the said plot of land and do such other things

as might be required for the purpose of sell of the newly constructed flats in the said premises to be constructed without any way prejudicing the interest of the Owner.

**The Developers relied upon the aforesaid representations of the Owners and upon subsequent assurance of the Owners, and the Developers have agreed to undertake the Development work upon the said plot of land as described in the First Schedule hereunder mentioned, on the terms and conditions hereinafter appearing.**

1) The new individual multistoried building as proposed to be constructed in the plot of land which is morefully and particularly described in the First Schedule of the indenture would be multi storied building comprising of several Flats in the building, in accordance with the Sanctioned Building Plan as would be prepared by the Developers through their Architect and the entire costs and expenses shall be borne by the Developers herein and subsequently which would be sanctioned by The Kolkata Municipal Corporation in accordance with its Rules.

2) **LAND AND PREMISES:** Shall mean and include **ALL THAT** piece and parcel of property measuring a total land area of 1 Kattah 3 Chittaks 7 Sq.ft more or less including existing dilapidated structure 1 Storied residential building measuring about 500 Sq.ft standing thereon lying and situated at 1B, Gopal Doctor Road, P.O - Khidderpore, P.S-Watgunge, Kolkata-700023 having assessee no. 110760500288, under K.M.C ward no. 076 fully and particularly mentioned in **THE FIRST SCHEDULE** of this deed , described herein below.

3. **OWNER :** 1) **SMT. SONALI CHANDRA (PAN No. ANWPC0184A AADHAAR No. 362846648903)**, wife of Late Kamal Kanta Chandra, by faith- Hindu, by Nationality- Indian, by Occupation- Housewife, residing at 1B, Gopal Doctor Road, P.O - Khidderpore & P.S Waygunge, Kolkata - 700023, 1A) **SRI ANUP KUMAR CHANDRA (PAN No. AOOPC4952R, AADHAAR No. 503705958109)**, Son of Late Kamal Kanta Chandra, by faith- Hindu, by Nationality- Indian, by Occupation- Unemployed, residing at 1B, Gopal Doctor Road, P.O - Khidderpore & P.S Waygunge, Kolkata - 700023, who are the co-owners of the 75% share of plot of land described in the First Schedule hereunder written.



4) **DEVELOPER** : 1) **MR. SUBHAS DAS (PAN NO. AOWPD8297C) (AADHAAR NO. 4012 0796 0905)** , son of Sri Raju Das, by religion-Hindu, by occupation Business, residing at 3, Pitambar Sarkar Lane, P.S-Watgunge, P.O. Khidderpore, Kolkata-700023 and 2) **MR RAMESH SHAW (PAN No. BRXPS6772C) (AADHAAR NO. 637149916972)** Son of Shri Jamuna Shaw, 12/1/1/L, Belighata Raod, Post Office: Beliaghata, Beliaghata, District :- South 24-Parganas, WestBengal, India, PIN-700015.

5) **BUILDING PLAN** : Shall mean and include, the plan or plans of the new building to be constructed in the plot of land, necessary for construction of the proposed multi storied building upon the First Schedule hereunder mentioned plot of land and said plan or plans are to be approved and sanctioned by the building department, of Kolkata Municipal Corporation, shall also wherever the context permits include such plans, drawing designs, elevations, specifications as prepared by the Architects including variations/modifications therein, if any. The all expenses will be borne by the Developers.

6) **NO DEMISE OR ASSIGNMENT** : Nothing in these present shall be construed as a demise or assignment or conveyance in law of the premises or any part thereof to the developer by the owner or as creating any right, title and interest therein in favour of the Developer except to develop the premises in terms of this agreement. The Developer shall not be entitled to mortgage or hypothecate the land and building of the said premises for the purpose of borrowing money but any of the intending purchaser or purchasers of the units under Developer's allocation shall be entitled to apply for loan from any bank or any financial institution for the purchase of any units under Developer's allocation and for that purpose the said intending purchaser or purchasers can borrow money from any bank or banks.

**NOW THIS AGREEMENT WITNESSETH AND BOTH THE PARTIES HAVE AGREED** as follows :-

1. The Developer shall construct multi-storied building or buildings in accordance with the KMC sanctioned plan including its all amendments and rectifications specifications attached therewith at their own cost and the developers have been prima-facie satisfied

- about the marketable title of the Owners as above set forth and the developer shall be entitled to receive that any refund from the KMC.
2. The Owner shall hand over the vacant and peaceful possession of their property unto and in favour of the Developer free from all encumbrances and lispendens for the construction of the said proposed multistoried building at the time of execution of this agreement and handover original Title Deed relating to the property to the developers for the purpose of construction work and selling of Developer's Allocation to the newly constructed building and for the purpose of carrying on the development work.
  3. The Developer shall at their own cost, obtain rectified or amendments building sanctioned plan from the KMC by depositing all the sanction fees, water connection fees, drainage connection fees for and on behalf of the Owner and the Developer shall be entitled to all refunds of fees from the KMC.
  4. The Developer, shall complete the construction of the said new multi-storied building or building within **36 months** from the date of obtaining sanction plan of proposed building on the said land and shall deliver undisputed possession of the Owner's Allocation more particularly described in the **SECOND SCHEDULE** written hereunder as the owner's allocation.
  5. The Owner shall also give a Registered Development Power of Attorney in favour of the Developer to facilitate the construction work of the said multi-storied building or buildings including to sell the remaining constructed portion allocated in favour of the developer excluding the areas of the Owner's allocation to any intending purchaser/ purchasers at THEIR own discretion.
  6. The Owner shall not object against or put any hindrance to enter into any Agreement for Sale or to sell any flat or flats to any intending purchaser/purchasers out of the Developer's Allocation, save and except the said constructed area to be allotted to the Owners. The Developers will also be entitled to enter into an agreement for sale of her allocated portion to any intending purchaser / purchasers.
  7. The Owner shall not interfere into the construction work of the said multi-storied building or buildings, provided the developer shall proceed with the construction work as per Sanctioned Plan and the

Owners shall be entitled to make inspection of their allocated portion in which the developer shall be bound to give best quality materials.

8. The Owners shall, at their own cost, make the aforesaid property free from encumbrances and also make the properties free from defects in title, if any.
9. The Developers shall bear all expenses including the cost of building materials, sanitary works and fittings, electrical works and fittings, labour charges, fees for plan sanction and all other necessary and ancillary charges which are necessary for the purpose of construction of the said multi-storied building or buildings including installation of electric motor water lifting pump and common electric meter for the common spaces and purposes at their own cost.
10. The Developers shall complete the said multi-storied building or buildings with first class building materials in accordance with the rectified or amendments KMC sanctioned building plan and specifications within 36 months from the date of obtaining the sanction plan of the building to be constructed in the said plot of the land.
11. The Developers shall be entitled to rectify and amend the building plan as well as amalgamate the schedule with neighbour property/s as and when necessary without obtaining prior consent of the Owner save and except the Owner's allocation.
12. The Developers shall, at their own cost, appoint Architect, LBS and Advocates, the labours, watchman, Masons etc. for the said construction work of the multi-storied building or buildings and shall appoint Advocate for carrying on all the legal acts, deeds and things.
13. The Developers shall be liable for any dispute and/or if enter into any agreement in connection with the development of the said property with any third party without impleading and/or involving the Owners during the period of the said construction work of the said multi-storied building or buildings.
14. The Developer shall be entitled to fix sign-board or hoarding for the purpose of advertisement of the sale of the flat or flats of their share.

15. The Developer shall deliver the possession of the Owner's allocation to the Owner before the delivery of possession of the flat/flats to any other intending purchaser/s; and the Owner shall receive the owner's allocation as per **SECOND SCHEDULE** as the Owners' allocation.
16. **The Owners do hereby declare as follows :-**
- a) The said property, described in the **FIRST SCHEDULE** written hereunder is free from all encumbrances and lispendens.
  - b) There is no impediment to construct the building under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 and a clearance is to be obtained from the competent authorities.
  - c) There is no bar for and on behalf of the Owner to enter into this agreement or otherwise to transfer their property.
  - d) There is no impediment to obtain the sanctioned plan in respect of the premises of the Owner subject to the clearance to be obtained from the Kolkata Improvement Trust, KMDA, and Urban Land Ceiling Department.
17. That if any other person claims himself or herself as legal heir and/or tenant with full satisfaction other than the existing owner and/or tenant mentioned in this deed, in that case the share of such person/s shall be adjusted from the owner's allocation morefully described in Second Schedule hereunder.
18. **The Developers do hereby declare as follows :-**
- a) The Developers shall bear all the expenses of the construction of the said new building or buildings.
  - b) The Developers shall provide and install the necessary facilities and amenities to the beneficial use of the several self-contained flat or flats to be constructed into the said new multi-storied building or buildings.
  - c) The Developers shall complete the construction of the said new multi-storeyed building or buildings by investing their own capital.
  - d) The Developer shall provide 1 Flat (2 BHK) in favour of one owner in favour of other owner as shifting till handover the possession of the owner's allocation in the proposed multi storied building.
19. The Developer shall be at liberty to own and possess entire Developer's allocation on the project for sale or dispose of the same

- to any prospective purchaser/purchasers at a consideration money as may the Developer at their discretion think fit and proper.
20. The Owners shall indemnify and/or kept indemnified the Developers from any third party, if claim in respect of the **FIRST SCHEDULE** property simultaneously, the Developer shall also indemnify or keep indemnified the Owner against any third party claim or dispute during the period of the construction of the said new multi-storied building or buildings if any and the Owners shall co-operate with the Developers in every respect for the construction of the said multi-storied building, provided the said construction shall be made as per the sanctioned Plan of the K.M.C. and /or any amendment thereto.
  21. The developers shall be liable to provide allocation of the existing tenant mentioned in this deed from their Developer's allocation.
  22. The Owners shall pay all the rates and taxes upto the date of delivery of the land to the Developers and also simultaneously the Developers shall pay the rates and taxes during the construction period, thereafter, the Developers shall pay the rates and taxes in respect of their allocation and also pay proportionate share of expenses and maintenance of the said multi-storied building and buildings and the Owner shall pay the rates and taxes including proportionate share of maintenance cost in respect of the Owner's allocation from the date of delivery of the possession of the same after issuance of possession certificate from the side of the Developers.
  23. The Developers shall be entitled to any vertical or horizontal construction of the building by amending or rectifying the KMC Sanctioned Plan.
  24. The developers shall install the main electric service line, into the said proposed multi storied building along with electric meter for common spaces and purposes of the said multi storied building and the Owner shall install the required electric meter in their respective names in respect of the Owner's allocations in to the said proposed building at their own cost.
  25. Both the parties hereto including their respective nominee or nominees shall abide by the rules and regulations and / or common restrictions mentioned herein for the enjoyment of the common parts and portions of the said proposed multistoried building to be

constructed upon the said property and also pay their respective proportionate share of maintenance as provided herein.

26. Both the Owners and the developers including their respective successors and nominees shall abide by all the terms and conditions and rules and regulations enumerated in this agreement.
27. The developers shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the developer to be performed and observe if they are prevented by any of the conditions which is beyond control of the developer such as fire, earth-quake, riot, civil commotion natural calamity, or any local problems to an extent of breach of law and other situation and in any other unavoidable circumstances.
28. After completion of the said development work both the parties hereto or their nominees or all the flat owners shall form a Society or Association for the purpose of carrying on maintenance of the building and its common parts, portion, areas, services, amenities and utilities and the said Society or Association will be form in accordance of W.B. Apartment Ownership Act.
29. The developers shall be entitled to obtain bank finance from any bank or financial institution for carrying on the construction work by creating a charge or mortgage over and in respect of the developer allocation and it is hereby expressly agreed and declared that in no event the Owner shall assume any financial liability and /or responsibility in respect of the such loan availed by the developer and the developer shall keep indemnified the Owner from such liability or claims in respect of the said loan.
30. All the disputes and proceedings relating to this agreement shall be adjudicated before the competent court of law under whose jurisdiction the said property is lying and situated.
31. The copy of Building Sanction Plan of KMC must be handed over to the Owners as soon as the developers will have it in her possession before commencement of construction.
32. This agreement shall subsist and valid till the completion of sale and registration of Deed of Conveyance of developer's allocation into the said proposed multi-storied building.

**SPACE ALLOCATIONS IN THE PROPOSED NEW BUILDING :-**

**A) OWNERS' ALLOCATIONS** : After completion of the proposed new multistoried building upon the plot of land as described in the **FIRST SCHEDULE** hereunder written, the Developer shall provide to the owners One Flat measuring more or less 700 sq.ft super built up on the second floor of the proposed building which is also morefully described in the **SECOND SCHEDULE** hereunder along with an additional sum of Rs. 23,00,000/- (Rupees Twenty Three Lakhs) only in favour of the owners herein in following manner :-

- 1) The Developer shall pay to the owners herein a sum of Rs. 5,00,000/- at the time of RCC work of ground floor of the premises 1B, Gopal Doctor Road, P.O - Khidderpore, P.S - Watgunje Kolkata - 700023, District : South 24-Parganas under K.M.C Ward No. 76 which the owners will receive and acknowledge.
- 2) The Developer shall pay to the owners herein a sum of Rs. 5,00,000/- at the time of RCC work of 1<sup>st</sup> floor of the premises 1B, Gopal Doctor Road, P.O - Khidderpore, P.S - Watgunje Kolkata - 700023, District : South 24-Parganas under K.M.C Ward No. 76 which the owners will receive and acknowledge.
- 3) The Developer shall pay to the owners herein a sum of Rs. 5,00,000/- at the time of RCC work of 2<sup>nd</sup> floor of the premises 1B, Gopal Doctor Road, P.O - Khidderpore, P.S - Watgunje Kolkata - 700023, District : South 24-Parganas under K.M.C Ward No. 76 which the owners will receive and acknowledge.
- 4) The Developer shall pay to the owners herein a sum of Rs. 5,00,000/- at the time of RCC work of 3<sup>rd</sup> floor of the premises 1B,

Gopal Doctor Road, P.O – Khidderpore, P.S - Watgunje Kolkata – 700023, District : South 24-Parganas under K.M.C Ward No. 76 which the owners will receive and acknowledge.

- 5) The Developer shall pay to the owners herein a sum of Rs. 3,00,000/- at the time of RCC work of 4<sup>th</sup> floor of the premises 1B, Gopal Doctor Road, P.O – Khidderpore, P.S - Watgunje Kolkata – 700023, District : South 24-Parganas under K.M.C Ward No. 76 which the owners will receive and acknowledge.

**B) DEVELOPER'S ALLOCATIONS** :- After completion of the proposed new multi storied building upon the land as described in the **FIRST SCHEDULE** hereunder written, the Developers will get remaining portion of the proposed building which is also described in the **THIRDSCHEDULE**.

Simultaneously with the execution of these presents the Owner shall handover to the Developer all original documents of title, Municipal Tax receipts etc. from their custody against Accountable Receipts/Acknowledgement in respect of their plot of land in order to enable the Developers to do all preparatory works of development of the said land and firstly for the purpose of obtaining the sanction of the Building Plan from the Kolkata Municipal Corporation and also for subsequent jobs regarding construction.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(Description of land property of Owner)**

75% undivided share of **ALL THAT** piece and parcel of property measuring a total land area of 1 Kattah 3 Chittaks 7 Sq.ft more or less i.e. **646.5 Sq.ft** including existing dilapidated structure 1 Storied residential tiles shed building with cemented floor measuring about 500 Sq.ft i.e. **375 Sq.ft** consisting of 3 room, 2 toilet standing thereon lying and situated at 1B, Gopal Doctor Road, P.O – Khidderpore, P.S- Watgunje,



Kolkata-700023 having assessee no. 110760500288, under K.M.C ward no. 076 butted and bounded by

North :- Gopal Doctor Road  
 East :- 23, Rama Nath Paul Road  
 South :- 21/1, Rama Nath Paul Road  
 East :- 1A, Gopal Doctor Road

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(Owner's allocation)**

The proposed multi-storied building to be erected upon the **FIRST SCHEDULE** property according to the building plan sanctioned by the KMC with its all rectification and amendments and as per Specification mentioned in **Annexure - A'**, which consisting of several self contained residential flats inhabitable conditions of the said proposed multistoried building together with undivided proportionate share of land described in the **FIRST SCHEDULE** written herein above along with to use the common parts and portions of the said building described in the **FOURTH SCHEDULE** written hereunder commonly, with the Developer and its nominees. the Developers shall provide to the owners One self contained Flat measuring more or less 700 sq.ft super built up consisting of 2 Bed Rooms, 1 Dining, 1 Kitchen, , One Bath cum Privy, One Balcony and one Thakurghar on the second floor of the proposed building at the FIRST SCHEDULE herein, along with an additional sum of Rs. 23,00,000/- (Rupees Twenty Three Lakhs) only in favour of the owners herein in following manner :-

- 1) The Developer shall pay to the owners herein a sum of Rs. 5,00,000/- at the time of RCC work of ground floor of the premises 1B, Gopal Doctor Road, P.O - Khidderpore, P.S - Watgunje Kolkata - 700023, District : South 24-Parganas under K.M.C Ward No. 76 which the owners will receive and acknowledge.
- 2) The Developer shall pay to the owners herein a sum of Rs. 5,00,000/- at the time of RCC work of 1<sup>st</sup> floor of the premises 1B,

Gopal Doctor Road, P.O – Khidderpore, P.S - Watgunje Kolkata – 700023, District : South 24-Parganas under K.M.C Ward No. 76 which the owners will receive and acknowledge.

- 3) The Developer shall pay to the owners herein a sum of Rs. 5,00,000/- at the time of RCC work of 2<sup>nd</sup> floor of the premises 1B, Gopal Doctor Road, P.O – Khidderpore, P.S - Watgunje Kolkata – 700023, District : South 24-Parganas under K.M.C Ward No. 76 which the owners will receive and acknowledge.
- 4) The Developer shall pay to the owners herein a sum of Rs. 5,00,000/- at the time of RCC work of 3<sup>rd</sup> floor of the premises 1B, Gopal Doctor Road, P.O – Khidderpore, P.S - Watgunje Kolkata – 700023, District : South 24-Parganas under K.M.C Ward No. 76 which the owners will receive and acknowledge.
- 5) The Developer shall pay to the owners balance and final herein a sum of Rs. 3,00,000/- at the time of RCC work of 4<sup>th</sup> floor of the premises 1B, Gopal Doctor Road, P.O – Khidderpore, P.S - Watgunje Kolkata – 700023, District : South 24-Parganas under K.M.C Ward No. 76 which the owners will receive and acknowledge.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Developer's allocation)**

The multi storied building to be erected upon the **FIRST SCHEDULE** property according to the building plan sanctioned by the KMC with its all rectification and amendments and as per Specification mentioned in **Annexure - A'**, which consisting of several self contained residential flats inhabitable conditions of the said proposed multistoried building together with undivided proportionate share of land described in the **FIRSTSCHEDULE** written herein above along with to use the common parts and portions of the said building described in the **FOURTHSCHEDULE** written hereunder commonly, with the Developer and its nominees. **Developers** will be allotted in remaining portion in the proposed multi storied building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(Description of Common Area/Parts/Portions in the said building)**

1. Compound walls, compound lightings and fixtures;
2. Entrance Gate;
3. Wiring of Electrical Installations, Meter Space, Water Pump Space;
4. Service Areas;
5. Stair Cases and Landings and Common passage on all floors.
6. Overhead Water Tank, Underground Water Reservoir;
7. Water Supply lines from underground Reservoir and Overhead Water Tank to Toilets, Kitchen etc.
8. Sewerage lines, Water, drainage pipes lines;
9. Space required for common utilities etc.
10. Such other space or spaces in the Building/Premises for beneficial, use, enjoyment of the Flat with other Co-owners;

**ANNEXURE-"A"**

**SPECIFICATIONS FOR CONSTRUCTION**

The Construction shall be done with standards quality materials

<b>General</b>	The building shall be R.C.C. framed structure as per the design of the Architect and Engineer. :
<b>Excavation</b>	: Earth work in excavation of foundation trenches of drains in all sorts of soils including removing, spreading or staking the spoils as directed and including the trimming the sides of trenches leveling dressing and ramming the bottoms, bailing out water etc. as required complete.
<b>Earth Filling</b>	Earth work in filling in foundation, trenches, plinth etc. with good earth in layer not

	exceeding 6" at the time including catering and ramming etc. layer by layer
<b>Foundation Bedding</b>	R.C.C. (1:3:6), 3" thick in leveling course for foundation bedding.
<b>Brick Wall</b>	All exterior brick works shall be 8" thick of approved quality and CM. (1:6). All partition walls shall be 5" thick with bricks of approved quality and CM. (1:4).
<b>R.C.C. Work</b>	Providing and laying concrete mix. (1:1) (1:2:4) with reinforcement design in foundation, tie beams, lintels, columns, floor beams, floor slabs, stair case, chajja, drop wall etc.;
<b>Floor finish skirting Dado etc.</b>	Floor Tiles in drawing and dining and in all other rooms 2'-0" high white glazed tiles dado will be provided over cooking platform in kitchen; In toilets cast-in-citu Tiles floor will be provided with 6" high skirting; . Dado will be 6'-0" high above the 6" high skirting with white glazed tiles in toilet;
<b>Plaster</b>	The outside of the building will have plaster 4/2" thick (Ave) whereas, the inside plaster will be thick (Ave.)
<b>Doors and Windows</b>	a. Ply Wood Door b. Wood frame. c. PVC Door in Bath room d. Aluminum Sliding window with box grill
<b>Plaster of Paris and Snowcem and weather coating on the common space</b>	The building will be painted externally weather court. The inside of the building wall have putty on plastered surface;

<b>Toilets &amp; Kitchen</b>	<p><b>Toilet</b></p> <ol style="list-style-type: none"> <li>1. Western type W.C white colour and PVC cistern</li> <li>2. One Shower point</li> <li>3. one tap point</li> <li>4. Tiles upto 6 ft. high</li> </ol> <p><b>Kitchen</b></p> <p>Kitchen (Marble)</p> <ol style="list-style-type: none"> <li>a. One kitchen sink with tap;</li> <li>b. Tiles on the walls upto 3 feet from the working platform;</li> </ol>
<b>Roof:</b>	<ol style="list-style-type: none"> <li>i. Roof I.P.S. of approved quality will be provided over the roof;</li> <li>ii. 3-0" high parapet wall will be provided all around the roof slab;</li> <li>ii. Suitable asbestos PVC rain water pipe for proper drainage of water from roof;</li> </ol>
<b>Electrical</b>	<ol style="list-style-type: none"> <li>1. 2 light points, 1 fan points and one 5 amp plug point in each and every bed room. One 15 amp Plug point and One 5 amp plug point two light point, one fan point in drawing and dining and one T.V. point;</li> <li>2. One A.C. Point in one bedroom only;</li> <li>3. one light point in toilet W.C. and One light point, one 15 Amp plug point in kitchen</li> <li>4. One light point of staircase 5</li> </ol>

	Amp for pump set; R.C.C. overhead reservoir will be provided on the roof as per design connected electrical driven motor pump to be installed under the stair case.
<b>Stair Case</b>	Mosaic floor with iron handle
<b>Water Supply</b>	K.M.C. water supply will be provided

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

**SIGNED, SEALED AND DELIVERED BY THE OWNER**

**IN THE PRESENCE OF :**

1. Tanmoy mandal  
Falta #48803

Anup Kumar Chandra  
Sonali Chandra

**SIGNATURE OF THE OWNERS**

**SIGNED, SEALED AND DELIVERED BY THE DEVELOPER AT KOLKATA**  
**IN THE PRESENCE OF :**

1. prosejit ghosh  
Falta #42804










Soubha  
Ranjana Ghose

**SIGNATURE OF THE DEVELOPERS**










**Drafted by :**

**Atanu Seal**  
ADVOCATE





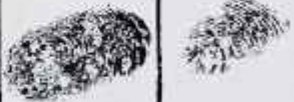




Atanu Seal  
#215702

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












Name SONALI CHANDRA  
 Signature Sonali Chandra

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

Name ANUP KUMAR CHANDRA  
 Signature Anup Kumar Chandra

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

Name SUBHAS DAS  
 Signature Subhas

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

Name RAMESH SHAW  
 Signature Ramesh Shaw

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

Name \_\_\_\_\_  
 Signature \_\_\_\_\_

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

Name \_\_\_\_\_  
 Signature \_\_\_\_\_



भारत सरकार  
Government of India

भारतीय पहचान प्राधिकरण  
भारत सरकार

प्रमथ शॉ  
RAMESH SHAW  
जन्म तिथि / DOB: 14/12/1984  
पुरुष / MALE

6371 4991 6972

मेरा आधार, मेरी पहचान

भारतीय पहचान प्राधिकरण  
Unique Identification Authority of India

पता: 121/VI, बेलघाटा रोड,  
तंगड़ा, तंगड़ा S.C, कोरबा, मध्य प्रदेश, 491005

पता: 121/VI, BELAGHATA ROAD,  
TANGRA, Tangra S.C, Korba, West  
Bengal, 700015

6371 4991 6972

1147 help@uidai.gov.in www.uidai.gov.in

Ramesh Shaw

ভারত সরকার  
Government of India


মুঠাম নাম  
SUBHAS DAS  
পিতা : রাজু দাস  
Father : RAJU DAS  
জন্ম সাল / Year of Birth : 1964  
পুরুষ / Male



4012 0796 0905

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আধার - সাধারণ মানুষের অধিকার


*Subhas*


ভারত সরকার  
Unique Identification Authority of India


ঠিকানা:  
৩, পিতাম্বর সরকার লেন, খিদিরপুর,  
কলকাতা, পশ্চিমবঙ্গ, ৭০০০২৩

Address:  
3, PITAMBAR SARKAR LANE,  
Khaddirpore S.O, Khaddirpore,  
Kolkata, West Bengal, 700023

4012 0796 0905

  
1047  
1800 300 1047

  
help@uidai.gov.in

  
www.uidai.gov.in

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SUBHAS DAS

RAJU DAS

23/01/1984

Permanent Account Number

AOWPD8297C

Signature



*Subhas*

आयकर विभाग, भारत सरकार, दिल्ली  
भारत का राजधानी, नया दिल्ली  
पता: कक्षा-1, टिप्पणी, राजधानी क्षेत्र, नया दिल्ली  
ए. ई. नं. 1, लि. 1, नया दिल्ली - 110 013

If you wish to use Telephone, Fax and E-mail  
Please refer to the following:  
Income Tax NSD Services Unit NSDI  
1st Floor, Taxis Tower,  
Kansal Park, Connaught Place,  
S. B. Marg, Lower Ground Floor, 400 013

Tel: 011-23242000, Fax: 011-23242001  
e-mail: [income@nsdi.gov.in](mailto:income@nsdi.gov.in)

**आयकर विभाग**  
**INCOME TAX DEPARTMENT**


**भारत सरकार**  
**GOVT. OF INDIA**

**स्थायी लेखा संख्या कार्ड**  
**Permanent Account Number Card**  
**BRXPS6772C**



**नाम/Name**  
**RAMESH SHAW**

**पिता/माता/Father's Name**  
**JANUNA SHAW**

**जन्म की तारीख/Date of Birth**  
**14/12/1984**

**हस्ताक्षर/Signature**  


**QR Code**  


**03/2020**

**इस कार्ड के खोने/पने का सुपथ सूचित करें/तैयार।**  
**आयकर की सेवा इकाई, एनएसडी एल**  
**चौथी मंजिल, मांजी इलाका,**  
**प्लॉट नं. 181, सर्वे नं. 987/1,**  
**मोडल कॉलोनी, नैर डीप, बंगलोर - 4**  
**पिन - 411 016**

**If this card is lost / someone's card is found,**  
**please inform / return to:**  
**Income Tax PAN Services Unit, NSDL**  
**4th Floor, Manji Building,**  
**Plot No. 181, Survey No. 987/1,**  
**Model Colony, Near Deep Bungalow Chowk,**  
**Pune - 411 016.**

**Tel: 91-20-2721 8080, Fax: 91-20-2721 8081**  
**e-mail: [inrto@nsdl.co.in](mailto:inrto@nsdl.co.in)**

*Ramesh Shaw*



सत्यमेव जयते

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

Query No / Year	2001404421/2021	Office where deed will be registered
Query Date	06/08/2021 4:22:02 PM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	Tanumoy Mondal A P C, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 7501427176, Status : Deed Writer	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4305] Declaration [No of Declaration : 2]	
Set Forth value	Market Value	
Rs. 2/-	Rs. 13,13,439/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 5,020/- (Article:48(g))	Rs. 21/- (Article:E, E)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 5,000/-
Remarks		

**Land Details :**

District: South 24-Parganas, Thana: Wattgunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Gopal Doctor Road, Premises No: 1B, Ward No: 076, Pin Code : 700023

Sch No	Plot Number	Khatian Number	Land Use ROR Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	646.5 Sq Ft	1/-	12,12,189/-	Property is on Road
Grand Total :				1.4816Dec	1/-	12,12,189 /-	

**Structure Details :**

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	375 Sq Ft	1/-	1,01,250/-	Structure Type: Structure
Gr. Floor, Area of floor : 375 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0 Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		375 sq ft	1/-	1,01,250 /-	



Query No: 2001404421 of 2021, Printed On : Aug 11 2021 11:13AM, Generated from wbregistration.gov.in

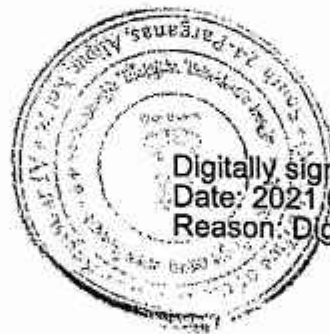
Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2021, Page from 233784 to 233818  
being No 160405139 for the year 2021.



*Pradipta*



Digitally signed by pradipta kishore guha  
Date: 2021.09.07 15:14:15 +05:30  
Reason: Digital Signing of Deed.

(Pradipta Kishore Guha) 2021/09/07 03:14:15 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS  
West Bengal.



(This document is digitally signed.)