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

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

11 4 JUN 2023

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made this the
 14th day of June, 2023 (Two Thousand Twenty-Three) BETWEEN;

13174

15 MAY 2023

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

Name : ..Mohan.....Goswami.....

Address : 215, S.N. Roy Rd, Kolkata-700038

Vendor :

Alipore Collectorate, 24 Pgs. (South)

SUBHANKAR DAS

STATE VENDOR

Alipore Police Court, Kol-27



Patka Sma
Alipore police court
Kol-27

SRI MOHAN GOSWAMI, having PAN : ADVPG2546H, Aadhaar No.4197 2258 5214, son of Binode Behari Goswami, by creed : Hindu, Indian by National, by occupation : Others, residing at 215, S.N. Roy Road, Post Office : Sahapur, Police Station : New Alipore, Kolkata : 700038, District : 24 Parganas (South), hereinafter called and referred to as "the **OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

SUN RAY DEVCON PRIVATE LIMITED, having PAN : AAPCS0973G, incorporated under the Indian Companies Act, 1956, having its registered Office at 21/4, Aswini Dutta Road, 2nd Floor, Post Office : Sarat Bose Road, Police Station : Lake P.S., Kolkata : 700029, being represented by its Managing Director viz. **SRI JAY S. KAMDAR**, having PAN : AKWPK2270L, Aadhaar No.7074 3050 7318, 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



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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 successor-in-office and assigns) of the **OTHER PART**.

WHEREAS originally Radhika Prosad Banerjee and Sarada Prosad Banerjee were the joint Owners in respect of **ALL THAT** piece and parcel of land measuring about 1 (One) Acre 3 (Three) Sataks more or less together with one single storied and one double storied Building standing thereon, situate and lying at Mouza : Punja Sahapur, J.L. No.9, R.S. No.182, Touzi no.101, under R.S. Khatian Nos.1216 & 1161, appertaining to R.S. Dag No.102, being Holding Nos.234 & 239, within the limits of the then South Suburban Municipality at present Kolkata Municipal Corporation (South Suburban Unit), under Police Station : Behala at present New Alipore, District : Kolkata, each having undivided $\frac{1}{2}$ share of the same.

AND WHEREAS while absolutely seized and possessed of the aforesaid property as joint Owners thereof, said Sarada Prosad Banerjee died intestate sometimes in the year 1926 leaving behind him surviving his only son Mono Mohan Banerjee as his



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only legal heir and successor, who inherited the undivided $\frac{1}{2}$ share of the aforesaid property left by his father as per Hindu Succession in vogue.

AND WHEREAS after such inheritance the said Mono Mohan Banerjee became Owner of the undivided $\frac{1}{2}$ share in the aforesaid property and while absolutely seized and possessed of the same as Owner thereof, he died sometimes in the year 1982 leaving behind him surviving his only son Sourindra Mohan Banerjee as his only legal heir and successor, who inherited the undivided $\frac{1}{2}$ share in the aforesaid property left by his father as per Hindu Succession in vogue.

AND WHEREAS while absolutely seized and possessed of the aforesaid property as joint Owners thereof, the said Radhika Prosad Banerjee made a Will in respect of his undivided $\frac{1}{2}$ share in the aforesaid property in favour of his two sons viz. Moni Mohan Banerjee and Lalit Mohan Banerjee.

AND WHEREAS thereafter said Radhika Prosad Banerjee breathed his last on 25th December, 1964 and Moni Mohan Banerjee and Lalit Mohan Banerjee got Probate of the aforesaid



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Will from the Learned District Delegate, 1st Sub-Judge at Alipore vide Order dated 4th September, 1966 passed in Act 39 Probate Case No.32 of 1966.

AND WHEREAS said Sourindra Mohan Banerjee also made a Will in respect of his undivided $\frac{1}{2}$ share of the aforesaid property in favour of his two nephews viz. Moni Mohan Banerjee and Lalit Mohan Banerjee.

AND WHEREAS thereafter said Sourindra Mohan Banerjee breathed his last on 17th November, 1966 and upon his demise said Moni Mohan Banerjee being the Executor got Probate of the aforesaid Will from the Learned District Delegate, 7th Sub-Judge at Alipore vide Order dated 27th September, 1967 passed in Act 39 Probate Case No.46 of 1967.

AND WHEREAS in terms of aforesaid Will, said Moni Mohan Banerjee and Lalit Mohan Banerjee became the joint Owners of the undivided $\frac{1}{2}$ share of the aforesaid property left by said Sourindra Mohan Banerjee.

AND WHEREAS by way of aforesaid said Moni Mohan Banerjee and Lalit Mohan Banerjee became the joint Owners of the



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aforesaid entire property being Holding Nos.234 & 239 each having undivided $\frac{1}{2}$ share of the same.

AND WHEREAS while absolutely seized and possessed of the aforesaid property as joint Owners thereof, said Moni Mohan Banerjee and Lalit Mohan Banerjee felt difficulties to use and enjoy their entire property jointly and/or in ejmali and for that they have duly partitioned their aforesaid property by metes and bounds amongst themselves by way of a registered Deed of Partition, which was duly registered on 26th June, 1968 in the Office of the Sub-Registrar at Behala.

AND WHEREAS in terms of the aforesaid Deed of Partition, said Moni Mohan Banerjee absolutely got and allotted in three parts and/or lots from the aforesaid entire property i.e. (i) land measuring about 8 (Eight) Cottahs 4 (Four) Chittacks more or less together with single storied Building standing thereon from Holding No.234, (ii) land measuring about 18 (Eighteen) Cottahs 5 (Five) Chittacks more or less together with structures standing thereon from Holding No.234 and (iii) land measuring about 3 (Three) Cottahs 4 (Four) Chittacks more or less together with structure standing thereon from Holding No.234, totaling land



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measuring about 1 (One) Bigha 9 (Nine) Cottahs 13 (Thirteen) Chitacks more or less together with structure standing thereon being Holding No.234.

AND WHEREAS while absolutely seized and possessed of the aforesaid property as Owner thereof, said Moni Mohan Banerjee sold, transferred and conveyed land measuring about 8.9588 [9 (Nine) Cottahs on actual measurement] more or less together with one 2 (Two) storied Building and tenanted Shop Rooms standing thereon unto and in favour of Sri Mohan Goswami, the present Owner herein, by virtue of a registered Deed of Conveyance for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 10th December, 1993 in the Office of the Registrar of Calcutta and recorded in Book No.I, Volume No.416, Pages 67 to 92, Being No.17337 for the year 1993.

AND WHEREAS after such purchase, said Mohan Goswami became the sole and absolute Owner of the aforesaid property and duly mutated his name with the Office of the B.L. & L.R.O. in respect of his aforesaid property after such mutation the aforesaid property recorded under R.S. Khatian No.1216,



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appertaining to R.S. Dag No.102 in his name vide Mutation Case No.548 of 2013 and finally published the same and he used to pay the necessary rents and khajans to the said Authority.

AND WHEREAS thereafter said Mohan Goswami also mutated his name with the Office of the Kolkata Municipal Corporation (South Suburban Unit) in respect of his aforesaid property and after such mutation, the aforesaid property known and numbered as Municipal Premises No.428, S.N. Roy Road (mailing address 215, S.N. Roy Road), Police Station : Behala, Kolkata : 700038, under Ward No.118, bearing Assessec No.41-118-12-0144-0, District : 24 Parganas (South) and he used to pay the necessary taxes to the said Authority.

AND WHEREAS in the manner stated above, said Mohan Goswami, the Party hereto of the One Part herein became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 9 (Nine) Cottahs more or less together with 2 (Two) storied Building and one storied structures standing thereon, situate and lying at Mouza : Punja Sahapur, J.L. No.9, R.S. No.182, Touzi no.101, under R.S. Khatian No.1216, appertaining to R.S. Dag No.102,



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being known and numbered as Municipal Premises No.428, S.N. Roy Road (mailing address 215, S.N. Roy Road), Police Station : New Alipore, Kolkata : 700038, within the limits of the Kolkata Municipal Corporation (South Suburban Unit), under Ward No.118, bearing Assessee No.41-118-12-0144-0, District : 24 Parganas (South), hereinafter called and referred to as "**the SAID PROPERTY/PREMISES**", morefully described in the **FIRST SCHEDULE** hereunder written and since then has been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS the Owner has declared and represented as under :-

1. The property of the Owner is absolutely free from all encumbrances, mortgages, attachments, lien and lispendences whatsoever and howsoever.
2. That the said property does not attract the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 or any other enactment at present in vogue.
3. That the Owner is not defaulter in payment of tax or any other statutory liability leading to first charge or to



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attachment and/or sale of the said property under Public Demands Recovery Act.

4. That the Owner has not heretofore entered into any Agreement for Sale of the said property or any portion thereof nor has he bounds himself by any such condition as would lead to a proceeding under Specific Relief Act in relation to the said property or any portion thereof.
5. That he has absolute right and indivisible title and absolute power and authority to deal with his said property and every part thereof in any manner he may prefer.

AND WHEREAS the Owner is desirous to have his said property developed for better utilization of the space available therein.

AND WHEREAS the Owner was in search of a Developer, who has sufficient funds and due experience and having necessary infrastructure and interest to promote and develop the said property by constructing a proposed Building/s by investing necessary funds required for the purpose of construction and other incidentals thereof.



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AND WHEREAS the Developer approached the Owner with the proposal that it would be able to construct a proposed Building/s upon the said property consisting of several Flat/s, Car Parking Space/s and other space/s as per Building Rules & Regulations of the Kolkata Municipal Corporation in accordance with the sanction Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation with its own funds and resources.

AND WHEREAS to avoid ambiguity and future disputes as to the meaning of repeated use of some words, phrases and/or expression in these presents, the Parties hereto have agreed to define the said words, phrases and/or expressions as follows :-

ARTICLE : "I"

(DEFINITIONS)

1. **OWNER** :-

Shall mean **SRI MOHAN GOSWAMI**, son of Late Binode Behari Goswami of 215, S.N. Roy Road, Post Office : Sahapur, Police Station : New Alipore, Kolkata : 700038, District : 24 Parganas (South) and his heirs, executors, administrators, legal representatives and assigns.



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2. **DEVELOPER :-**

Shall mean **SUN RAY DEVCON PRIVATE LIMITED**, incorporated under the Indian Companies Act, 1956, having its registered Office at 21/4, Aswini Dutta Road, 2nd Floor, Post Office : Sarat Bose Road, Police Station : Lake P.S., Kolkata : 700029, being represented by one of its Directors viz. **SRI JAY S. KAMDAR**, son of Late Sharad. H. Kamdar of 38A/26, Jyotish Roy Road, Post Office : New Alipore, Police Station : Behala, Kolkata : 700053 and its successors-in-office and assigns.

3. **THE SAID PROPETY :-**

Shall mean **ALL THAT** piece and parcel of land measuring about 9 (Nine) Cottahs more or less together with 2 (Two) storied Building and one storied structures standing thereon, situate and lying at Mouza : Punja Sahapur, J.L. No.9, R.S. No.182, Touzi no.101, under R.S. Khatian No.1216, appertaining to R.S. Dag No.102, being known and numbered as Municipal Premises No.428, S.N. Roy Road (mailing address 215, S.N. Roy Road), Police Station : New Alipore, Kolkata : 700038, within the limits of the Kolkata Municipal Corporation (South Suburban Unit),



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under Ward No.118, bearing Assessec No.41-118-12-0144-0, District : 24 Parganas (South).

4. **BUILDING PLAN** :-

Shall mean and include the sanction Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation and all other drawings, specifications for construction, maps or revised Plan as shall be sanctioned in the name of the Owner by the Kolkata Municipal Corporation and/or other relevant Authority for the purpose of development of the land and construction of multistoried Building/s thereon consisting of several residential Flat/s and Car Parking Space/s and other space/s etc. on the said property and/or modification thereof made or caused by the Developer in the name of the Owner duly signed by the Owner or his duly authorized agents or Attorney and approved.

5. **ARCHITECT/L.B.S.** :-

Shall mean a qualified Architect/L.B.S., who will be appointed by the Developer for development of the said property or any other Architects as may be appointed



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from time to time by the Developer and the Developer shall inform the Owner of such appointment.

6. **BUILDING** :-

Shall mean the proposed multistoried Building/s to be constructed on the said property as per sanction Plan, which is to be sanctioned from the Kolkata Municipal Corporation and drawings and specifications of constructions, morefully described in the **FOURTH SCHEDULE** hereunder written.

7. **OWNER'S ALLOCATION** :-

Shall mean that in this project the Owner shall be given at the first instance free of cost 50% of the total F.A.R. and/or constructed area out of 100% of the total F.A.R. and/or constructed area of the proposed Building/s in finished, complete and in habitable condition, which consists of several Flat/s, Car Parking Space/s, according to the sanction Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein provided morefully described in the **SECOND SCHEDULE**



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hereunder written. The Owner shall be given the aforesaid allocation in lieu of his said property being allowed for development by the Developer and the aforesaid Owner's allocation will be demarcated on each floor by mutual consent, after getting the Building Plan sanctioned from the Kolkata Municipal Corporation by written correspondences and such correspondences shall be kept and treated as part of this Agreement.

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

Shall mean the rests and/or remaining 50% share of the proposed Building/s in the said property (which includes the remaining 50% commercial portion of the Ground Floor and First Floor) save and except the Owner's allocation. The said rests and remaining areas means several Flat/s, Car Parking Space/s and other space/s and proportionate undivided share in the land and common areas, spaces, amenities and facilities provided therein staircases and the Developer shall have the right to sell, lease out and/or rent out the same in whole or in part together with proportionate undivided share in the of land of the said property, morefully described in the **THIRD SCHEDULE**



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hereunder written, with right to enter into Agreement for Sale of Flat/s, Car Parking Space/s and other space/s with right on common areas and spaces to the intending Flat Buyers and to take advances and total consideration from them without any objection or interruption from the Owner but at its own risk, responsibility and liability such intending Buyers and/or Purchasers shall have no claim and/or demand against the Owner herein.

9. **SALEABLE AREA :-**

Shall mean the Flat/s, Car Parking Space/s and other space/s in the proposed Building/s, which are available for independent use and occupation of the Transferees and/or Purchaser/s together with the undivided proportionate share in the land areas of the Building/s and the common areas provisions utilities and facilities attached therein required for such independent user.

10. **COMMON AREAS AND FACILITIES :-**

Shall mean unless the context otherwise require, entrance, corridors all ways paths, stair ways, staircase and its landing, lift, driveways, common lavatories, pump



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rooms, watchman room, overhead and underground water tank, septic tank, boundary wall, water pump motors and other facilities, which may be used and enjoyed in common by all the occupants or Flat/s, Car Parking Space/s and other space/s of the Building/s as required for the maintenance and/or management of facilities of the Building/s and also the items specified in Section 3(d) of the West Bengal Apartment Ownership Act, 1972.

11. **COMMON EXPENSES** :-

Shall mean unless the context otherwise require all the expenses, ground rents, property maintenance charges dues and outgoings and all other common expenses within the meaning of the West Bengal Apartment Ownership Act, 1972 in respect of the Flat/s as may be determined jointly by the Owner and the Developer until an Association is formed by the Transferees and/or Purchasers of the said Flat/s in the Building/s to be constructed thereon. It is to be mentioned here that from the date of sign of this Development Agreement till receiving the occupancy certificate from the Kolkata Municipal Corporation all taxes, expenses, ground rents, property taxes, maintenance charges etc. shall be borne



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by the Developer but prior to execution of this Agreement all taxes and rents in respect of the said property to be cleared by the Owner.

12. **SUPER BUILT UP AREA** :-

Shall mean the built up area of a Flat together with its proportionate share in the staircase, lift, landing, passage and like share in all constructed areas and each such Flat shall be entitled to all advantages and right of user in common of all the Flat/s/spaces shall the common areas, common utilities as may be provided in the proposed Building/s.

13. **TOGETHER** :-

With its grammatical variation shall mean the transfer by way of sale of the Flat/s, Car Parking Space/s and spaces excepting the Owner's allocation to be transferred by the Developer for consideration to the intending Transferees and/or Purchasers of Flat/s and Spaces in the Building/s to be constructed thereon.

14. **TRANSFEEE(S)/PURCHASER(S)** :-

Shall mean the person, Firm, Limited Company, Association of persons or any other Legal Body to whom



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any Flat/s and Car Parking Space/s in the proposed Building/s to be constructed thereon will be transferred.

15. A. Words imparting singular shall include plural and vice-versa.
- B. Words imparting masculine gender shall include feminine and neuter gender and similarly words imparting neuter gender shall include masculine and feminine genders.

ARTICLE : "II"

(TITLE AND DECLARATION)

1. The Owner hereby declares that he has good and absolute right, title and interest in the said property as mentioned in the **FIRST SCHEDULE** hereunder written without any claim of any right, title or interest of any person/s adversely against them. The Developer is free and at liberty to make such investigations with regard to the title of the Owner and has satisfied itself with the right, title and interest of the Owner. Simultaneously of with the signing of this Agreement, the Owner has handed over khas, peaceful, vacant possession of the said property and



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the Developer has taken khas, peaceful, vacant possession of the said property,

2. The Owner hereby undertakes and assures that the Developer will be entitled to construct and complete the entire proposed Building/s and the Developer will be further entitled to transfer by way of sale, lease out and rent out without having any liability of the Owner of the Developer's allocation in one lot or in several lots with proportionate undivided share in the land of the said property without any interference of or from the Owner or any other person/s claiming through under or in trust for the Owner. The sale proceeds of the salvage of the existing structure shall be credited to the Developer and the Owner shall have no claim to the said sale proceeds.

ARTICLE : "III"

(EXPLORATION AND DEVELOPMENT RIGHTS)

The Owner hereby grants exclusive right to the Developer to build up and accept the said property for the construction of the proposed Building/s and the Developer shall be entitle to enter into Contract or Agreement with any person/s, Company/ies or Concern/s at its own risk and responsibility without



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encumbering the said property of the Owner in any manner whatsoever and such person/s, company/ies or concern shall have no claim, charge or lien against the Owner and/or the property under development.

ARTICLE : "IV"

(POWER OF ATTORNEY)

The Owner shall grant to the Developer or its Partners, after settlement and demarcation of the Owners' allocation, such irrevocable registered General Power of Attorney in favour of the Developer or its Partners as may be required for the purpose of obtaining all necessary permissions and approvals from the relevant Authorities in connection with construction of the proposed Building/s and electricity and water supply connections and for the purpose of to execute Deed of Conveyance for sale, transfer of the Flat/s, Car Parking Space/s and other space/s of the proposed Building/s including undivided proportionate share of land except the Owner's allocation of the proposed Building/s to any intending Purchaser/s on settled terms for sale at any price and be taking earnest money or full payment of consideration.

ARTICLE : "V"

(PROCEDURE)

1. The Owner has appointed the Developer as the Developer of the said property including the Owner's portion and the



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Developer has accepted such appointment on the terms and conditions hereunder contained.

2. The development of the said property shall be in the following manner :-

A. Simultaneously with the execution of this Agreement, the Owner has handed over the original documents of K.M.C. Mutation Certificate, NOC from ULC, Mother Deeds and their Rectification Deeds and Land Deeds. Upon completion of the whole project and/or formation of Association and/or committee for the maintenance and management of the proposed Building/s, the Developer shall hand over all the documents before the Association or the Committee with accountable receipt. However the Owner shall be liable to produce the original documents/deeds as and when required.

B. The Owner shall not be entitled to raise any kind of dispute regarding the construction of the project



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unless there is deviation from the terms of this Agreement and/or other related matter of the project. It is further clarified that after the notice of completion of the project after taking receipt of the Completion Certificate, it would be deemed that the project has been duly constructed and completed by the Developer.

- C. That after due service of notice by the Developer to the Owner, the Owner fail/s, neglect/s, refuse/s and/or delay/s to take delivery of the possession of his/her/their allocation in the proposed Building/s in the said property within the notice period then it would be construed that the Owner has taken possession of his allotment in the proposed Building/s on the expiry of term of the said notice.

- D. All applications, revised Plan/s, papers and documents required to be deposited or submitted by the Developer for the approval and/or sanction of the revised Plan/s and/or for the development of the project shall be prepared by the Developer at its



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own costs and expenses and submit or deposit the same in the names of the Owner. The Developer shall also bear all costs and expenses and make deposits for the sanction of the Plan/s for the construction in the proposed Building/s to be constructed at the said property.

- E. Subject to Force Majeure and incidences beyond the control of the Developer, the Developer shall within a period of 24 (Twenty-Four) months from the date of getting Plan sanctioned from the Kolkata Municipal Corporation or from the date of obtaining peaceful and vacant possession of the said property from the Owner, whichever will be the later, shall complete the construction of the proposed Building/s in the said project at own costs and expenses of the Developer and the Developer shall deliver vacant and peaceful possession of the Flat/s/spaces comprised in the Owner's allocation to the Owner in habitable condition as per the particulars mentioned in the **SECOND SCHEDULE** hereunder written. The Owner may extend time for a further period of 6



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(Six) months beyond the stipulated period of 24 (Twenty-Four) months from the date getting Plan sanctioned from the Kolkata Municipal Corporation or from the date of obtainment peaceful and vacant possession of the said property from the Owner, whichever will be the later. Any delay beyond the already extended 6 (Six) months the Developer shall compensate the Owner by payment of reasonable sum (to be settled mutually) per month till completion of the Building/s with Occupancy Certificate from the Kolkata Municipal Corporation.

- F. The Developer shall construct the proposed Building/s in the manner as may be permissible under the Building/s Regulations and Laws of the Kolkata Municipal Corporation and in conformity with the Plans.
- G. The Developer shall pay a sum of Rs.1,00,00,000/- (Rupees One Crore) only to the Owner herein towards the interest free security deposit simultaneously with the execution and registration



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of this Agreement for Development as per Memo below.

ARTICLE : "VI"

(POSSESSION AND CONSTRUCTION)

1. It has been agreed by and between the Owner and the Developer to construct, erect and complete the proposed Building/s in the said property and that the Developer shall have the entire responsibility for construction of the proposed Building/s and the Owner shall have no responsibility towards construction of the proposed Building/s. The Developer has agreed to commence the construction work after execution and registration of this Development Agreement.
2. The Developer agreed to commence work after obtaining full vacant possession of the said property or from the date of execution and registration of this Agreement for Development, whichever will be the latter.
3. The Developer shall upon completion of construction and making the portion habitable deliver the Owner's allocation prior to delivering possession to any of its Purchaser/s of any space/s out of its allocation.



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4. From the date of delivery of possession of the Owner's allocation and till separate assessment by the Kolkata Municipal Corporation, the Parties hereto shall contribute proportionately the taxes and other statutory outgoings of the said property.

5. The Developer agree to complete the construction of the proposed Building/s and properly finish the same within a period of 24 (Twenty-Four) months from the date getting Plan sanctioned from the Kolkata Municipal Corporation or from the date of obtainment peaceful and vacant possession of the said property from the Owner, whichever will be the later.

ARTICLE : "VII"
(COMMON FACILITIES)

1. As soon as the proposed Building/s in the said property shall be completed and made fully habitable for residential purposes after taking Occupancy Certificate from the Kolkata Municipal Corporation, the Developer shall give written notice to the Owner requesting him to take possession of the Owner's allocation in the Building/s and thereafter the Owner shall take



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possession of his allocation as herein provided for and if no actionable deviation made by the Developer in the construction the Owner shall give and grant unto the Developer a certificate in respect of its allocation in full satisfaction.

2. Till all the Flat/s and Space/s within the Developer's allocation is sold away, the Developer in consultation with the Owner shall frame rules for occupation, user and enjoyment of the residential Flat/s and other space/s in the proposed Building/s and till formation of a Body of the Co-Owners of the Building/s including the Owner herein and the Purchaser/s of the Developer's allocation.

ARTICLE : "VIII"

(COMMON RESTRICTION)

It has been agreed by and between the Parties hereto that the Owner's allocation in the Building/s shall be subject to the same restriction on transfer and use as would be applicable to the Developer's allocation in the proposed Building/s intended for the common benefits of all occupiers of the entire completed Building which shall include the following :-



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1. The Owner and the Developer or the nominee/s of the Developer during the subsistence of this Agreement shall not use or permit to use their respective portions in the Building/s or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use the same for any purpose which may cause any nuisance, obstruction or hazard in the property or any part thereof.
2. No party shall demolish or permit to demolish any wall or other structure in their respective portions or any part thereof or make any structural alteration therein without the consent of all other Co-Owners and without obtaining necessary permission from the concerned statutory Authorities.
3. Both the Parties shall abide by all laws, bye-laws, rules and regulations of the Government and/or Local Bodies and shall be responsible for any violation and/or breach of any of the laws, bye-laws, rules and regulations in their respective allocations.
4. The respective Allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures, floor



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and ceiling etc. in their respective allocation of the proposed Building/s in good and reparable condition and in particular so as not to cause any damage to the Building/s or any other space or accommodation therein and shall keep the other indemnified from and against the consequences of any breach thereof.

5. No Party or persons/s claiming through any of the Parties herein shall keep or store anything in any of the common areas nor shall otherwise cause any hindrance in any manner whatsoever to the use of the common areas and the common utilities by the Co-Owners for the purpose it is meant.
6. No Party shall throw or accumulate any filth, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the Building/s or in the compound, corridors or any other portion of the common areas of the Building/s and the said property.
7. In the event of any transfer being made by the Parties of their respective allocations, the above conditions shall be made applicable to and binding upon the Transferee/s.



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ARTICLE : "IX"

(SETTLEMENT OF DISPUTES)

Any dispute between the Parties arising in the course or execution of the project herein shall be settled amicably, failure of which either of the Parties may prefer approaching the jurisdictional Court of Law for necessary redressal.

ARTICLE : "X"

(COMMON RIGHTS AND OBLIGATION OF OWNER AND DEVELOPER)

The terms and conditions which have been agreed to by and between the Parties relating to such development verbally are reduced into writing hereunder.

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

1. The Owner agrees to appoint and do hereby appoint the Party of the Other Part, as the Developer in respect of the said property morefully described in the **FIRST SCHEDULE** hereunder written and the Owner hereby grants/licenses to the Developer for development of the land for the purpose of construction and to construct the



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proposed Building/s thereon and the Developer doth hereby accepts such appointment to act as Developer. The said appointment is irrevocable save and except the Developer must not commit any fault in carrying out the development work in the said property as per the Building/s Plan and the Developer shall not cause any breach of the terms stated herein.

2. The Developer shall at its own costs construct, erect and complete the Building/s with good and standard sound quality materials as per relevant I.S. code may be specified by the Architects/L.B.S. from time to time as per sanction Building Plan, to be sanctioned from the Kolkata Municipal Corporation. The details of the Specification of construction and the materials to be used for such purpose are mentioned and described in the **FOURTH SCHEDULE** hereunder written.
3. The Developer shall provide in the proposed Building/s at its own cost pump, water storage tank with overhead reservoirs, electric connection, lift and other facilities as are required to be provided in residential and/or



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Multistoried Building/s having self contained Apartments or Flat/s, Car Parking Space/s and other space/s..

4. All costs charges and expenses for construction including Architects/L.B.S. fees shall be discharged by the Developer and the Owner shall bear no responsibility in this context.
5. That the Developer shall at its own cost demolish the present existing Building standing upon the said property and shall enjoy all the debris and salvages as per its own whims and desire.
6. All costs and expenses pertaining to the payment of requisite fees and other incidental expenses payable to competent Authorities shall borne by the Developer.
7. To enable the Developer to carry out its obligations, rights authorities and entitlements under this Agreement, the Owner shall simultaneously grant and execute in favour of the Developer Company by a registered General Power of Attorney, which will be irrevocable by the Owner save



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and except on commission of a default by the Developer in complying with the terms and conditions of this Agreement.

8. All the legal heirs of the Owner above named shall also abide by such Power of Attorney in favour of the Developer.
9. The Developer shall construct the said property strictly in accordance with the sanctioned Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation and the rules regulation and bye-laws of the Kolkata Municipal Corporation Act, for the time being in force. If necessary, modification and deviation of Plan shall be approved by the Authority concerned with the consent of Owner and the Owner shall expressly give his consent by putting signature upon these presents.
10. The Developer is hereby empowered by the Owner to apply and obtain on his behalf and in his name the quotas for steel, cement bricks etc. as may be allocated by the respective Authorities for the purpose of development



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of the said property at the cost of the Developer and further shall be entitled to obtain temporary or permanent connection of electric service line, water supply line and drainage and to obtain other essential services, utilities, required for the Development of the said property and making the same habitable and tenantable but all such costs and values of materials and expenses shall be paid and borne by the Developer and the Owner will not be liable for the same.

11. The Developer has agreed to deliver possession of the Owner's allocation in the proposed Building/s within the stipulated period of 24 (Twenty-Four) months from the date getting Plan sanctioned from the Kolkata Municipal Corporation or from the date of obtainment peaceful and vacant possession of the said property from the Owner, whichever will be the later.
12. Immediately on completion of the Owner's allocation in all respect along with completion of all common spaces providing all common facilities in the Building/s in the said property, the Developer shall give notice in writing to



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the Owner requiring the Owner to take possession of the Owner's allocation in the Building/s and there being no dispute regarding the completion of the Building/s in terms of this Agreement and according to the Specification and the Building/s Plan thereof and certificate of the Architect/L.B.S. being produced to that effect and then after 30 (Thirty) days from the date of service of such notice and at all times thereafter the Owner shall exclusively be liable for payment of all property taxes, rates, dues and other public outgoings and impositions whatsoever payable in respect of the said Owner's allocation and the said rates and taxes are to be calculated on pro-rata basis with reference to the saleable area in the Building/s, if the same are levied on the Building/s as a whole.

13. On completion of the construction of the entire Building/s, the Owner and the Developer shall punctually and regularly pay for their respective allocation, the said rate and taxes to the concerned Authorities or otherwise as may be mutually agreed upon between the Owner and the Developer and both the Parties shall keep each other



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indemnified against all claims, actions, demands, costs and charges and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owner or the Developer in this behalf.

14. As and from the date of satisfactory handing over the Owner's allocation as mentioned above in all respects and duly acknowledged by the Owner in writing and/or after 30 (Thirty) days from the date of service of notice by the Developer to the Owner for accepting the possession of his allocation, the Owner shall be responsible to pay and bear and shall forthwith pay on demand to the Developer the service charges for the common facilities in the Building/s with respect of the Owner's allocation and said charges may include proportionate share on premium for the insurance of the Building/s viz. fire and equipments etc. including replacement repair and maintenance charges and expenses of all common wiring, pipes, electrical and mechanical equipments, transformers, pumps, motors whatsoever as may be mutually agreed upon from time to time.



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15. Any transfer of any part of the Owner's allocation in the Building/s shall be subject to the other provisions hereof and the Transferee/s shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges proportionately for the said common facilities.
16. The Owner's allocation in the Building/s shall be subject to the same restrictions on transfer and use as are applicable to the Developer's allocation in the Building/s intended for the common benefits of all occupiers of the proposed Building/s which shall include the following.
17. No formal Deed of Transfer in respect of the Owner's allocation shall be required. But the Owner shall at the request of the Developer sign and execute all such further necessary Deeds, papers, documents and writings for completion of construction and/or sale of the said Developer's allocation or any portion thereof provided that the Developer as the constituted Attorneys of the Owner shall also be entitled to sign and execute such deeds, papers writings and documents as may be required from time to time therefore.



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18. If the said development work and/or the construction work is suspended due to Force Majeure like natural calamity, earth quake, strike, riot or civil commotion or promulgation of any law etc. which be beyond the control of the Developer, then in such event the stipulated time as aforesaid shall be extended for such period as may be mutually agreed between the Parties. But the market condition and Developer's paucity of fund or financial difficulty shall not be considered to be the reasons beyond control of the Developer.

19. The Developer will also keep the Owner saved, harmless and indemnified against all claims losses expenses and proceedings as may be occasioned by the reasons mentioned hereunder.
 - A. The Developer shall pay for violation of rules and regulations prescribed under the Kolkata Municipal Corporation Act and/or infringement of such act or deviation from the sanction Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation causing payment of fines or penalty



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imposed by the said Authority for such violation of the Building/s Plan.

- B. All claims and demands of the suppliers of Building materials etc. of the said property or all claims arising due to any accident suffered by employees/workmen engaged by the Developer to carry out development work in the said property shall be borne by the Developer. The Developer shall solely be liable for compensation for such accident/s, if any, in terms of the Workmen's Compensation Act.
 - C. All claims and demands of the Owner and Occupiers of the adjoining properties due to damage or loss suffered by them in course of hazards in construction work of the said property shall be borne by the Developer and the Owner shall not be liable for any grounds whatever and the Developer by putting its signature indemnify the Owner to that aspect.
20. Both Owner and the Developer shall not use or permit to use their respective allocations in the Building/s or any



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portion thereof for carrying on any unlawful or illegal and immoral trade or activity nor use thereof for any purpose which may cause nuisance hazard to the other occupiers of the proposed Building/s.

21. Neither Party shall demolish or permit to demolish any wall or other structure in their respective allocations or any portion thereof or make structural alteration thereon without the previous consent of the Owner/Developer or the Association when formed, but such consent shall not be withheld unreasonably.
22. The respective Allottees shall keep the interiors and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the proposed Building/s in good working condition and repair and in particular so as not to cause any damage to the Building/s or any other of their space or accommodation therein.
23. No goods or other items shall be kept by the Owner or the Developer or the Transferees for display or use or



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otherwise in the corridor or other places of common use in the proposed Building/s and in case any obstacle is caused in any manner thereto the person doing so shall be responsible to remove the same at his own risk and cost. Neither of the Parties shall be entitled to put up any advertisement and/or display hoarding on the exterior walls of the proposed Building/s.

24. The Owner shall permit the Developer and its servants and agents without workmen and others at the reasonable time and by prior notice till an Owners' Association is formed, to enter into and upon the Owner's allocation and every part thereof for the purpose of maintenance or repairing any part of the proposed Building/s and/or for the purpose of repairing maintaining, rebuilding, cleaning, lighting and of common facilities and/or for the purpose of maintaining, repairing and testing drains, water pipes and electric wires and for other similar purposes.
25. The Owner hereby agrees and covenants with the Developer that he will mutate his own name at his own costs and expenses with the Kolkata Municipal



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Corporation Authority after the Owner obtain possession of his allocation in a habitable condition and the Developer shall co-operate with the Owner in this respect.

26. The Developer's allocation in the proposed Building/s in the said property is meant for sale as Ownership Flat/s. As such the Owner and the necessary Parties shall sign and execute all Deeds of Conveyances, documents and writings relating to such sale and transfer to the intending Purchaser/s of the said Flat/s at a price determined by the Developer and the Owner shall have not nor can have without any demand or claim thereon of any nature whatsoever.
27. The Developer is at liberty to advertise for sale of the said Ownership Flat/s under Developer's allocation during the Development/ construction of the Building/s on the said property and receive advance or consideration from the intending Purchaser/s on Agreement against sale of such Flat/s and proportionate land value and shall be entitled to take appropriate the entire amount of sale proceeds from such Purchaser/s in respect of Developer's allocated share in the proposed Building/s but such sale and/or Agreement for Sale of Developer's allocation shall not create any charge, claim, demand and/or lien against the Owner and/or the property under development till the Owner's allocation is delivered.



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28. The Owner hereby agrees and covenants with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing, if any, of the Developer's allocation in the Building/s in the said property.
29. The Owner shall not let-out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.
30. The Owner hereby agrees and covenants with the Developer to transfer the undivided proportionate share allocable and attributable to the Developer's allocation in favour of the Developer or its nominee/s in such part/s as the Developer shall required and for the aforesaid purpose shall obtain all necessary approvals, consents and permission.
31. The Parties hereto shall do all acts, deeds and things and sign execute register and deliver all documents and deeds as may be required by the other to enable the Parties to



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own use, occupy and enjoy the respective areas and the Parties hereto shall have full and absolute right to deal with or transfer their respective areas in the manner as they respectively think fit and proper.

32. The Developer shall have no right title and interest whatsoever in the Owner's allocation and undivided proportionate share pertaining thereof in common facilities and amenities which shall solely and exclusively belong and continue to belong to the Owner and similarly the Owner shall have no claim in respect of the Developer's Allocation as herein provided.
33. The Developer shall have no right to claim for payment reimbursement of any cost, expenses or charges incurred towards construction of the Owner's allocation and of the undivided proportionate share in the common areas/spaces, common facilities and amenities of the proposed Building/s. Hence the Owner shall never be liable to pay and/or reimburse such cost or expenses to the Developer.
34. The Developer shall in completion of the proposed Building/s, put the Owner in undisputed possession of



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the Owner's allocation together with all rights in common areas/spaces common utility portion of the proposed Building/s and the open space thereof.

35. The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner would be prevented from enjoying, selling, assigning and/or disposing of any portion of the Owner's allocation in the said proposed Building/s in the said property.

36. The Developer shall be entitled to negotiate with prospective Buyers and/or Purchaser/s for sale of Flat/s and other areas of the Building/s belonging to the Developer's allocation and also enter into Agreement/s for Sale with the intending Purchaser/s and to receive earnest money thereof receive the full consideration amount towards sale of Developer's allocation and appropriate the same and the Owner hereby confirms that the Owner shall have no claim or demand over the said consideration or amounts in future under any circumstances whatsoever and howsoever.



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37. The Owner confirms and undertakes that if so required by the Developer, the Owner shall join as Confirming Party to all Agreements and other documents of transfer that may be entered into by the Developer for sale and/or otherwise transfer of the Flat/s in the proposed Building/s of the Developer's allocation without raising any objection and claiming any additional consideration money and if require the Developer may put signatures as the Confirming Parties if during construction period the Owner shall intend to sell his allocation to any prospective Purchaser/s.

38. It is understood that from time to time to facilitate, the construction of the proposed Building/s by the Developer various Deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the Authority of the Owner and various application and other documents may be required to be signed or made by the Owner relating to the specific provisions may be reasonably required to be done in the manner and the Owner shall execute any such authorization as may be required by the Developer



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for the said purpose and the Owner also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all such acts deeds matters and things do not in any way infringe the rights of the Owner and/or go against the spirit of this Agreement.

39. In case, any Party fails or defaults in carrying out obligations or contravene any of the terms and conditions of this Agreement, then and in such event the other Party shall without prejudice to their rights stated herein be entitled to and/or start legal proceeding both criminal and civil against the defaulting Party and for Specific Performance of Contract together with right to claim damages and for other relief.
40. The proposed Building/s in the said property shall be christened as "....." which shall be inscribed and marked on a marble piece and be fixed on the front wall of the Building/s. It will be displayed prominently to the visitor and open to public eye. The Developer is also permitted to inscribe its name in a visible place of the Building/s as Developer.



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41. The Owner shall interfere with the works of the Developer at any stage during construction in any way subject to the Developer shall perform each and every obligations as depicted in this Agreement and shall not construct anything beyond the sanction Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation.
42. That the Developer shall at its own cost arrange alternative accommodation for the Owner herein during the period of constructional work of the proposed Building till handing over possession of the Owner's allocation.
43. In the said property there are five Shop Tenants and the accommodation of the Tenants to be given from the Owner's allocation and if any Tenant shall vacate his/her tenancy in lieu of compensation that would be paid by the Owner.
44. The land Owner shall execute Agreement/s for Sale and Deed/s of Conveyance in favour of the intending Purchaser/s if necessary when required by intending Purchaser/s in respect of Flat/s, Car Parking Space/s, Space/s including proportionate undivided share in land of Developer's allocation in the proposed Building/s in the said property before the Registration Office/s.
45. Alipore Judges' Court as the case may be shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents between the Parties hereto.



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THE FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PREMISES/PROPERTY)

ALL THAT piece and parcel of land measuring an area of 9 (Nine) Cottahs be the same a little more or less together with together with 2 (Two) storied Building having 2500 (Two Thousand Five Hundred) Square Feet more or less in each floor and one storied structures both having cemented flooring standing thereon, situate and lying at Mouza : Punja Sahapur, J.L. No.9, R.S. No.182, Touzi no.101, under R.S. Khatian No.1216, appertaining to R.S. Dag No.102, being known and numbered as Municipal Premises No.428, S.N. Roy Road (mailing address 215, S.N. Roy Road), Police Station : Behala, Kolkata : 700038, within the limits of the Kolkata Municipal Corporation (South Suburban Unit), under Ward No.118, bearing Assessee No.41-118-12-0144-0, District : 24 Parganas (South) together with all right, title, interest and right of easement attached thereto and the same is butted and bounded as follows :-

ON THE NORTH	:	Property of R.N. Kanji ;
ON THE SOUTH	:	S.N. Roy Road ;
ON THE EAST	:	Property of Motilal Shaw & Ors. ;
ON THE WEST	:	Rajani Mukherjee Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE OWNER'S ALLOCATION)

ALL THAT in the instant joint venture project the Owner shall be given at the first instance free of cost 50% of the total F.A.R.



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out of 100% of the total F.A.R. of the proposed Building/s in finished, complete and in habitable condition, which consists of several Flat/s, Car Parking Space/s and other space/s together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein provided and the aforesaid Owner's allocation will be demarcated after getting Plan sanctioned from the Kolkata Municipal Corporation by correspondences in writing and such correspondences shall be treated as part of this Agreement.

THE THIRD SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)

ALL THAT rests and remaining share of the proposed Building/s in the said property (which includes the commercial portion of the Ground Floor and First Floor) save and except the Owner's allocation. The said rests and remaining areas means several Flat/s, Car Parking Space/s and other space/s and proportionate share including common spaces, places, staircases and the Developer shall have the right to sell, mortgage lease out 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, Car Parking Space/s and other space/s with right on common areas



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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 Owner.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SPECIFICATION OF WORK)

❖ **ARCHITECTURAL STYLE :-**

The Building shall have modern architectural elevation and the facade is embellished with glass, allied metals, etc. all finished, complete.

❖ **FOUNDATION AND SUPER STRUCTURE :-**

As per structural design with RCC work.

❖ **BRICK WORK AND PLASTERING :-**

➤ **EXTERNAL WALL :-**

- ✓ 200 mm thick brickwork.
- ✓ RCC wall panel.
- ✓ 20 mm thick cement-sand plaster.

➤ **INTERNAL WALL & CEILING :-**

- ✓ 125 mm thick partition wall.



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- ✓ 75/125mm internal wall.
- ✓ 15mm thick cement-sand plaster.

❖ **FLOORING** :-

Flooring will be of good quality (as per relevant I.S. code specification) Vitrified Tiles, kitchen will have anti-skid ceramic tiles flooring. Bathrooms will have good quality (as per relevant I.S. code specification) Ceramic tiles to the floor and on the walls up to a height of 7'. Garage & external passage will be finished with good quality (as per relevant I.S. code specification) external tiles.

❖ **WINDOWS** :-

- Sliding anodized/powdered coated Aluminum windows with clear glazed glass will be provided.
- Window grills made of MS square bars shall be provided.

❖ **WOODEN WORK** :-

Main Entrance door and all internal doors will be made of good quality (as per relevant I.S. code specification) Flush doors and toilets will have good quality (as per relevant I.S. code specification) PVC doors.



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❖ **KITCHEN** :-

Kitchen working platform of black stone. Wall above platform will have 2' high dado of good quality (as per relevant I.S. code specification) ceramic tiles.

❖ **WATER SUPPLY** :-

Water supply shall be from direct supply from K.M.C. R.C.C. underground reservoir will be made. All pipes for lifting and distributing water will be good quality (as per relevant I.S. code specification) C.P.V.C. pipes. Overhead tank of adequate capacity will be given. Adequate capacity submersible pump to be provided in the underground water reservoir.

❖ **ELECTRICAL POINTS FITTINGS** :-

➤ Electrical points for light, fan, refrigerator, television, geyser and one number of A.C. point at bedroom will be provided with concealed P.V.C. wiring and complete with distribution boards, sub-distribution board, switchboard with modular type switches and 5 & 15 amp plug points, electrical points will be provided as required.



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- Calling Bell switch- for each unit at main door will be provided.
- All common areas and garage area will have adequate lighting provisions.

❖ **LIFT** :-

7 passengers' capacity lift to be provided.

❖ **PAINTING AND FINISHING** :-

- Outside face of external walls will be finished with weather proof Paint. Inside walls of common area will be finished with very good quality (as per relevant I.S. code specification) wall putty and painted with enamel paint. Gates and Grills will be with Enamel Paint.
- Inside walls and ceilings of flat areas will be finished with good quality (as per relevant I.S. code specification) wall putty.

❖ **BATHROOM DETAILS** :-

Toilet attached to the Bedroom will have one Western commode (white) and cistern, taps, shower. Common



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Toilet will have Western pan (white) with cistern, one Washbasin (white), taps, towel rod, soap tray and shower. Geyscer point will be provided in this Toilet. Both the toilets will have good quality (as per relevant I.S. code specification) concealed pipelines. The sanitary ware and shall be of good quality (as per relevant I.S. code specification). All CP fittings will be of good quality (as per relevant I.S. code specification).

❖ **OTHER FACILITIES :-**

Generator line will be provided. One common toilet for servants will be provided in the Ground floor. Telephone and intercom line in drawing room and T.V. point will be provided in the Drawing room and all Bedrooms. Closed Circuit Camera network to be done to monitor the common areas.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE EXEMPTION AREAS AND/OR COMMON FACILITIES)

1. The foundation column. Beams, supports, corridors, lobbies, stairway, entrance and exits pathway.
2. External drains, sewerage from the premises to the main road.



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3. Drainage pipes from the units to the drains and sewers connection to the premises.
4. Toilets in the Ground Floor of the premises for the use of durwans, caretaker of the premises and/or servants.
5. Meter room.
6. Roof.
7. Septic tank.
8. Driveways and pathways.
9. Boundary walls of the premises including outside wall of the Building and main gate.
10. **COMMON PARTS** :-
 1. Pump and meter with installation and room thereof.
 2. Water pump, underground water reservoir, water pipes and other common plumbing installation and space required thereto.
 3. External rain water pipes and distribution pipes.
 4. Transfer (if any), electric wiring meter for lighting staircase, lobby and other common areas (excluding



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those as are installed for any particular floor) and space required therefor.

5. Windows, doors and other fittings of the common areas of the premises.
6. Lift, shaft, lift machine room and its accessories, installations and space required thereof.
7. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said premises of the Building as are necessary for use and occupancy of the Units as are required.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE COMMON AREAS & INSTALLATIONS)

1. Entrance and exit of the Building.
2. Boundary walls and main gate.
3. Ground Floor yard.
4. Drainage and sewerage lines and other installations for the same (except only those installed in the exclusive area of any Unit/Flat).



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5. Staircase and corridors on all floors and the entire roof, deducting the area of staircase room lift well and lobby, lying on the front side of the proposed Building.
6. Lifts, its equipments and installations, lift well, machine room, security room, common toilet, generator room etc., if any.
7. Electric sub-station and electrical wiring and other fittings (excluding only those installed in the exclusive area of any Flat/Unit exclusively for its use).
8. Meter space/water pump, water reservoir together with all common plumbing installations for carriage of water (save only those exclusively within and for the exclusive use of any Flat/Unit) together with the roof of the Building and separated area for common installations.
9. Such other common parts, area, equipments, installations, fittings, fixtures and space in or about the land and the Building as may be necessary for passage and/or user in common by the Co-Owners.



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10. Lighting, fixtures, fittings in staircase, corridors, yard, driveway and pathway.
11. Electrical wiring and other wiring from the Ground Floor to the respective Flats.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE EXTRA DEVELOPMENT CHARGES)

Both the Owner and the Developer shall have to pay the cost of additional features and/or facilities to be provided in the Building.

1. Proportionate costs and charges of C.E.S.C. transformer/ service/meter/security deposit for the meter.
2. Deposit and charges of electric meter and transfer and service line.
3. Costs of formation of the Association for management and maintenance of the new Building at the said property.
4. Proportionate cost of generator to be installed for providing electricity to the respective Units in the proposed Building.



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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 Parties at Kolkata
in the presence of :-

WITNESSES :-

1. KARAN MEHTA.
49, Jyotish Ray Road
Kolkata - 700053



Signature of the **OWNER**

2. Ballam Pal.
35/1, BALARAM DEBE GHAT ROAD,
KOLKATA - 700025.

For SUN ROY DEVCON PRIVATE LIMITED

Director

Signature of the **DEVELOPER**

Drafted by me :-
Arjit Kumar Bose
JF/1168/2014
Advocate

Alipore Judges' Court, Kol : 27.

Computer Typed by :-



DEBASISH NASKAR
Alipore Judges' Court, Kol : 27.



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14 JUN 2023

MEMO OF RECEIPT

RECEIVED of and from the within named Developer the within mentioned sum of Rs.1,00,00,000/- (Rupees One Crore) only towards the interest free security deposit in terms of this Agreement, as per Memo below :-

MEMO

SL. NO.	DATE	CHEQUE NO.	BANK WITH BRANCH	AMOUNT
1	19.05.2023	879176	INDIAN OVERSEAS BANK, KALIGHAT BRANCH	Rs. 50,00,000/-
2		879187	INDIAN OVERSEAS BANK, KALIGHAT BRANCH	Rs. 50,00,000/-
Total :				Rs. 1,00,00,000/-
(RUPEES One Crore) ONLY				

WITNESS :-

1. Partha Saha
Ayer police cell
K2-27



Signature of **OWNER**

2. Joydev Chakraborty
Alipore Police Court
K01-27.



District Sub Registrar-II
Alipore, South 24 Parganas
14 JUN 2023



---	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME JAY S. KAMDAR
SIGNATURE J. K.



---	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME MOHAN GASWAMI
SIGNATURE M.G.



---	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME
SIGNATURE



---	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME
SIGNATURE



District Sub Registrar-II
Alipore, South 24 Parganas
14 JUN 2023



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



140620232009715715

GRIPS Payment Detail

GRIPS Payment ID:	140620232009715715	Payment Init. Date:	14/06/2023 12:08:53
Total Amount:	139942	No of GRN:	1
Bank/Gateway:	Indian Overseas Bank	Payment Mode:	Online Payment
BRN:	202306140560138	BRN Date:	14/06/2023 12:10:27
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

Depositor Details

Depositor's Name:	SUNRAY DEVCON PVT LTD
Mobile:	7890006513

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240097157161	Directorate of Registration & Stamp Revenue	139942
Total			139942

IN WORDS: ONE LAKH THIRTY NINE THOUSAND NINE HUNDRED FORTY TWO ONLY.
DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





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



192023240097157161

GRN Details

GRN:	192023240097157161	Payment Mode:	Online Payment
GRN Date:	14/06/2023 12:08:53	Bank/Gateway:	Indian Overseas Bank
BRN :	202306140560138	BRN Date:	14/06/2023 12:10:27
GRIPS Payment ID:	140620232009715715	Payment Init. Date:	14/06/2023 12:08:53
Payment Status:	Successful	Payment Ref. No:	2001268267/2/2023 [Query No*/Query Year]

Depositor Details

Depositor's Name:	SUNRAY DEVCON PVT LTD
Address:	21/4, ASWINI DUTTA ROAD KOLKATA, West Bengal, 700029
Mobile:	7890006513
EMail:	sunconstructionsun@yahoo.in
Depositor Status:	Buyer/Claimants
Query No:	2001268267
Applicant's Name:	Mr PARTHA SANA
Identification No:	2001268267/2/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	14/06/2023
Period To (dd/mm/yyyy):	14/06/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001268267/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	39921
2	2001268267/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	100021
			Total	139942

IN WORDS: ONE LAKH THIRTY NINE THOUSAND NINE HUNDRED FORTY TWO ONLY.



Major Information of the Deed

Deed No :	I-1602-08341/2023	Date of Registration	14/06/2023
Query No / Year	1602-2001268267/2023	Office where deed is registered	
Query Date	17/05/2023 10:27:06 PM	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], [4311] Other than Immovable Property, Receipt [Rs : 1,00,00,000/-]		
Set Forth value	Market Value		
	Rs. 2,74,02,597/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 1,00,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



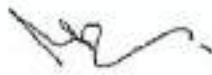
District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: S. N. Roy Road, Road Zone : (D.H.Road -- J.L.Sarani) , , Premises No: 428, , Ward No: 118 Pin Code : 700038

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	9 Katha		2,40,27,597/-	Property is on Road
Grand Total :				14.85Dec	0 /-	240,27,597 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	5000 Sq Ft.	0/-	33,75,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 2500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 2500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		5000 sq ft	0 /-	33,75,000 /-	




Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr MOHAN GOSWAMI Son of Late BINODE BEHARI GOSWAMI Executed by: Self, Date of Execution: 14/06/2023 , Admitted by: Self, Date of Admission: 14/06/2023 ,Place : Office			
		14/06/2023	LTI 14/06/2023	14/06/2023
215 S N ROY ROAD, City:- , P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ADxxxxxx6H, Aadhaar No: 41xxxxxxxx5214, Status :Individual, Executed by: Self, Date of Execution: 14/06/2023 , Admitted by: Self, Date of Admission: 14/06/2023 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	SUN RAY DEVCON PRIVATE LIMITED 21/4 ASWINI DUTTA ROAD, City:- , P.O:- SARAT BANERJEE ROAD, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 , PAN No.:: AAxxxxxx3G,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 JAY S KAMDAR (Presentant) Son of Late SHARAD H KAMDAR Date of Execution - 14/06/2023 , Admitted by: Self, Date of Admission: 14/06/2023, Place of Admission of Execution: Office			
		Jun 14 2023 3:24PM	LTI 14/06/2023	14/06/2023
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.:: AKxxxxxx0L, Aadhaar No: 70xxxxxxxx7318 Status : Representative, Representative of : SUN RAY DEVCON PRIVATE LIMITED (as DIRECTOR)				

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			
	14/06/2023	14/06/2023	14/06/2023

Identifier Of Mr MOHAN GOSWAMI, Mr JAY S KAMDAR

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr MOHAN GOSWAMI	SUN RAY DEVCON PRIVATE LIMITED-14.85 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr MOHAN GOSWAMI	SUN RAY DEVCON PRIVATE LIMITED-5000.00000000 Sq Ft

On 14-06-2023

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 13:32 hrs on 14-06-2023, at the Office of the D.S.R. - I | SOUTH 24-PARGANAS by Mr JAY 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 2,74,02,597/-

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

Execution is admitted on 14/06/2023 by Mr MOHAN GOSWAMI, Son of Late BINODE BEHARI GOSWAMI, 215 S N ROY ROAD, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession Others

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 14-06-2023 by Mr JAY S KAMDAR, DIRECTOR, SUN RAY DEVCON PRIVATE LIMITED (Private Limited Company), 21/4 ASWINI DUTTA ROAD, City:- , P.O:- SARAT BANERJEE 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 1,00,053.00/- (B = Rs 1,00,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 1,00,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/06/2023 12:10PM with Govt. Ref. No: 192023240097157161 on 14-06-2023, Amount Rs: 1,00,021/-, Bank: Indian Overseas Bank (IOBA0000015), Ref. No. 202306140560138 on 14-06-2023, Head of Account 0030-03-104-001-16

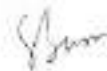
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 39,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 274046, Amount: Rs.100.00/-, Date of Purchase: 15/05/2023, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/06/2023 12:10PM with Govt. Ref. No: 192023240097157161 on 14-06-2023, Amount Rs: 39,921/-, Bank: Indian Overseas Bank (IOBA0000015), Ref. No. 202306140560138 on 14-06-2023, Head of Account 0030-02-103-003-02



Suman Basu

DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-
PARGANAS

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2023, Page from 282936 to 283007

being No 160208341 for the year 2023.



Suman Basu

Digitally signed by Suman Basu
Date: 2023.06.15 16:41:06 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 2023/06/15 04:41:06 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I I SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)
