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8 MAR 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this the 8th day of March, Two Thousand Twenty Two BETWEEN SRI TAPAN KUMAR DAS, (PAN No. FWEPD0346H) (AADHAAR No.8831 3486 4388) son of Late Anil Kumar Das, by Nationality-Indian, by faith-Hindu, by occupation-Business, residing at 2143, Nayabad, Kolkata-700 094, P.O.Panchasayar (having postal address C-8, Purbasha Rail Math,Nayabad, Panchasayar, Kolkata-700 094) P. S. Panchasayar, in the District of South 24-Parganas, hereinafter 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, successors, executors, administrators, legal representatives and assigns) of the ONE PART.

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AND

"M/S. S. R. CONSTRUCTION & CO." a proprietorship firm, having its office at 23A, R. N. Das Road, P.O.Dhakuria, Kolkata.-700 031, P. S. Garfa, represented by its sole proprietor SRI SUVENDU PAUL, (PAN No. AFQPP 2983N) (AADHAAR No. 7032 7849 6097), son of Late Gostha Behari Paul, by Nationality-Indian, by faith-Hindu, by occupation-Business, residing at 23A, R. N. Das Road, P.O.Dhakuria, Kolkata-700031, P. S. Garfa, in the District of South 24-Parganas, hereinafter 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 his heirs, executors, administrators, legal representatives and assigns) of the of the **OTHER PART**.

WHEREAS one Smt. Mina Prova Das, since deceased was the sole and absolute owner of homestead land measuring 10 Cottahs 7 Chittaks 05 Square feet be the same a little more or less lying situate at Mouza-Nayaband, J.L. No. 25, R.S No.3, Pargana-Khaspur, District Collectorate Touzi No. 56, appertaining to C. S. Khatian No. 5 &6, corresponding to R. S. Khatian No. 139 & 140, comprising part of C. S. Dag No. 31, corresponding to part of R. S. Dag No. 110, being Scheme Plot No. 8 of Sector-C, P. S. Kasba, in the District of South 24 Parganas through purchased by virtue of a deed of conveyance dated 9th day of June, 1972 and registered in the office of the Sub-Registrar at Behela and recorded therein Book No.I, Volume No. 38, pages 86 to 91, being No. 2165 for the year 1972 from its the then lawful owner Sri Kanti Ranjan Chakraborty, son of Late Nalini Mohan Chakraborty.

AND WHEREAS the said Smt. Mina Prova Das while thus absolutely seized and possessed of the said property died intestate leaving behind her surviving two sons namely Sri Ashis Kumar Das, Sri Tapan Kumar Das as her legal heirs and successors under the Hindu Law of Succession.

AND WHEREAS after the demise of said Mina Prova Das the landed property left by her thus devolved upon her two sons namely Sri Ashis Kumar

Das and Sri Tapan Kumar Das who jointly inherited and became the joint owners of the said property left by their deceased mother Mina Prova Das.

AND WHEREAS thereafter the said owners Sri Ashis Kumar Das and Sri Tapan Kumar Das while thus jointly seized and possessed of the said inherited property for more convenient, exclusive possession and better enjoyment of their respective shares they amicably partitioned the said property between themselves by executing a deed of partition on 28th day of March, 1991 and the said deed of partition was registered on the even date in the office of the District Sub-Registrar -at Alipore and recorded therein Book No. I, Volume No.54, pages 314 to 321, being No. 4773 for the year 1991.

AND WHEREAS by virtue of the said deed of partition the said Sri Tapan Kumar Das described therein as the- party of the second part got allotment of land area measuring 5 Cottahs 7 Chittaks 9.5 square feet together with building standing thereon more particularly delineated in the map or plan annexed thereto with YELLOW border marked as lot "P-8B" more fully described in the schedule "GHA" thereunder written in his exclusive possession.

AND WHEREAS by virtue of the said deed of partition the said owner Sri Tapan Kumar Das got allotment of demarcated 5 Cottahs 7 Chittaks 9.5 Square feet of land along with building standing thereon in his exclusive possession.

AND WHEREAS subsequently it was detected that some mistakes and inaccuracies have accidentally and inadvertently crept in the said Bengali Saf-Kobala bearing No. 2165 of 1972 and Partition Deed No. 4773 of 1991 for rectification of the said errors the owner herein Sri Tapan Kumar Das executed a Bengali Deed of Declaration on 5th day of July, 2013 and the said deed of declaration was registered on the even date in the office of the District Sub-Registrar -III at Alipore and recorded therein Book No. I, CD Volume No. 12, pages 4690 to 4698, being No. 06134 for the year 2013.

AND WHEREAS since then the said owner Sri Tapan Kumar Das while thus exclusively seized and possessed of the said property to the exclusion of others got his name mutated in the records of The Kolkata Municipal Corporation in respect of the said demarcated property and the said plot of land has since been numbered as Municipal Premises No. 2143, Nayabad, Kolkata-700 094 (having postal address C-8, Nayabad Avenue, Rail Math, Panchasayar, Kolkata- 700 094), P. S.Purba Jadavpur and has been paying taxes regularly which is morefully and particularly mentioned and described in the first Scheduel hereunder written and hereinafter referred to as the "said property".

AND WHEREAS the owner herein approached the Developer herein with the proposal to construct a ground plus four storied building upon the said land in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation for residential purpose comprising of several self contained flats and car parking space or any other saleable space or spaces or portion thereof utilising the maximum F.A.R. for mutual profits, interest and benefits on or over the said property morefully and particularly mentioned and described in the First Schedule hereunder written on the terms and conditions which have been mutually discussed and settled.

AND WHEREAS the Owner has specifically represented to the Developer that he is the sole and absolute Owner of the said property morefully and particularly mentioned and described in the First Schedule hereunder written which representation the Developer has bonafide belief that the Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises in its entirety as the Owner thereof and that he has full right and absolute authority of alienation or transfer of the same or any portion thereof without let, hindrance, claim, question or demand being raised by anybody in this behalf and has also declare and confirm that he has not yet executed any sort of instrument like sale, lease, gift, mortgage, charge or Agreement for Sale, Tenancy and Development Agreement in respect

of the said property or any part or portion thereof with anybody/bodies, person/ persons, concern/concerns, company/ companies and authority/authorities.

AND WHEREAS it has been agreed by and between the parties hereto that the Developer shall develop and/or cause to be developed the said premises in the manner as have been agreed upon by and between the parties hereto and as hereinafter provided.

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

ARTICLE : I : DEFINITIONS

1. **OWNER** shall mean **SRI TAPAN KUMAR DAS, (PAN No. FWEPD0346H) (AADHAAR No.8831 3486 4388)** son of Late Anil Kumar Das, by Nationality-Indian, by faith-Hindu, by occupation-Business, residing at 2143, Nayabad, Kolkata-700 094, P.O.Panchasayar (having postal address C-8, Purbasha Rail Math,Nayabad, Panchasayar, Kolkata-700 094) P. S. Panchasayar, in the District of South 24-Parganas.
2. **DEVELOPER** shall mean "**M/S. S. R. CONSTRUCTION & CO.**" a proprietorship firm, having its office at 23A, R. N. Das Road, P.O.Dhakuria, Kolkata.-700 031, P. S. Garfa, represented by its sole proprietor **SRI SUVENDU PAUL, (PAN No. AFQPP 2983N) (AADHAAR No. 7032 7849 6097)**, son of Late Gostha Behari Paul, by Nationality-Indian, by faith-Hindu, by occupation-Business, residing at 23A, R. N. Das Road, P.O.Dhakuria, Kolkata-700031, P. S. Garfa, in the District of South 24-Parganas.
3. **TITLE DEED** shall mean all deeds, documents, papers and writings regarding title of the said property.
4. **PROPERTY (PREMISES)** shall mean the piece and parcel of homestead land measuring 05 Cottahs 07 Chittaks 9.5 Square feet more

or less lying situate at and being known as Municipal Premises No. t2143, Nayabad, Kolkata-700 094 (having postal address C-8, Purbasha Rail Math, Nayabad, Panchasayar, Kolkata-700 094), P. S. formerly Purba Jadavpur at present Panchasayar, now within the local limits of The Kolkata Municipal Corporation under Ward No.109, in the District of South 24-Parganas which is morefully and particularly mentioned and described in the First Schedule hereunder written.

5. **BUILDING** shall mean the ground plus four storied building to be constructed on the said piece and parcel of land mentioned above accodance with the building plan to be sanctioned by The Kolkata Municipal Corporation.
6. **COMMON FACILITIES AND AMENITIES** shall mean and include corridors, stair ways, passage ways, shafts, drains, septic tank, over head water tank and semi-underground water reservoir, Pump and Motor, Electric Meter Board and other space or spaces and facilities along with the easements attached thereto or which may be mutually agreed upon between the parties or whatsoever required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and/or common facilities or any of them thereon as the case may be.
7. **SALEABLE SPACE** shall mean flat or flats, apartment or apartments, any other space or spaces or portion thereof for residential purposes only and for exclusive use of the flat Owners in the building available for independent use and occupation excepting what is due to the Owner and after making due provisions for common facilities and the space required therefor.
8. **OWNER'S ALLOCATION** shall mean three numbers of self contained flat which include one self contained flat on the first floor back side (North-East-West side), another one self contained flat on the second

floor front side (South-East-West side) and another one self contained flat on the fourth floor front side (South-East-west side) and three numbers of car parking spaces on the ground floor of the proposed ground plus four storied building to be sanctioned by The Kolkata Municipal Corporation which is morefully and particularly mentioned and described in the Second Schedule hereunder written along with non adjustable/non refundable monetary consideration of Rs. 26,00,000/- (Rupes twenty six lakh) only.

9. **DEVELOPER'S ALLOCATION** shall mean remaining constructed area of the building which includes entire third floor and one self contained flat on the first floor front side (South-,East-West side), one self contained flat on the second floor back side (North-East-West side) one self contained flat on the fourth floor back side (North-East-West side) along with remaining balance area of the car parking spaces on the ground floor of the proposed ground plus four storied building and/ or any other saleable area to be constructed on the land of the said premises in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation more particularly set out in the third schedule hereunder written.
10. **ARCHITECT** shall mean the qualified person or persons as may be appointed by by the Developer for designing and planning of the building to be constructed on the said land.
11. **BUILDING PLAN** shall mean plan or plans or revise thereof to be prepared by the Artichet for construction of the building to be sanctioned by The Kolkata Municipal Corporation and or any other competent authority or authorities.
12. **TRANSFER** shall mean with its gramatical variations and shall include Transfer of possession and Transfer of Title or by any other means adopted for effecting what is understood as Transfer of space to the Transferees thereof.

13. **TRANSFEEE** shall mean a person or persons, firm, Limited Company, Association of persons to whom any saleable space in the building have been transferred under law for residential purpose.
14. **FORCE MAJUERE** shall mean flood, earth-quake, riot, war, storm, tempest, civil commotion, strike, lock-out and/or any other acts or commission beyond the control of parties hereto affected thereby and also non-availability of essential materials like cement, steel, etc. subject to any newspapers notification.
15. Words importing singular shall include plural and vice-versa.

ARTICLE - II : TITLE AND INDEMNITY

1. The Owner hereby declare that he has good and absolute owner of the property and lawfully entitled to the same and no dispute or any suit actions or legal proceedings is pending in respect of the said property or any part or portion thereof and have absolute right, title, interest and possession of the said premises to enter into this Agreement with the Developer.
2. The Owner hereby declare that the premises is free from all and any manner of lispens, charges, liens, claims, encumbrances, attachments, trusts, acquisition, requisition or mortgage whatsoever and the Owner hereby agreed to indemnify and keep the Developer indemnified from and against any and all actions, charges, liens, claims, encumbrances and mortgages.
3. The Owner hereby also undertake that the Developer shall be entitled to construct the building on the said land as agreed by and between the parties hereto in accordance with the sanctioned building plans or revised plan if any.

ARTICLE-III : DEVELOPER'S RIGHTS

1. The The Owner grant exclusive right to the Developer to develop the said land in such manner as the Developer deems fit and proper in accordance with the provisions herein contained.

2. The Owner shall at the cost of the Developer from time to time and at any time submit and/or join with the Developer as the owner of the said land in submitting the building plan applications, forms, petitions and writings to the appropriate authority for sanction and/ or approval of the plan and/or materials and otherwise as may or shall be required for the construction of the building on the said land. The Developer shall cause to be made which shall be required by the Government or any authority aforesaid to comply with any sanction or approval aforesaid. It is carefully mentioned here that the Developer shall submit building plan for sanction before The Kolkata Municipal Corporation after approval of the landlord in writing with signature.
3. The Owner and Developer shall take all such permission, sanction and approval in compliance with the prevailing laws as are legally required for the purpose of developing the said land. The owner shall scrutiny the plan as prepared by the developer before presentation to the KMC for sanction.
4. All applications, plans and other papers and documents referred to above shall be prepared by the Developer at his own costs and submitted by or in the name of the Owners and the Developer shall pay and bear all submission and other fees, charges and expenses required to be paid or deposited for sanction of the building plan for the building or otherwise to obtain sanction for the construction of the building thereon.
5. The Developer shall render the Owner all reasonable assistance necessary to apply for and/or to obtain all permissions, clearances and approvals in terms thereof and shall have the discretion to submit the applications, plans and other papers and documents and/ or to do any other act deeds matters and things envisaged herein as Agent for and/ or on behalf of or in the name and with the consent of the Owner and to directly collect and receive the same from the concerned authorities

or bodies any refunds or other payments or deposits made by the Developer for which purpose the Owner shall grant the Developer and his nominees or successors, necessary power and authorities to sign make file amend withdraw and/or to follow up the same and/or to do all other acts, deeds, matters and things necessary to obtain requisite sanctions permissions, clearances and approvals as aforesaid.

6. That after obtaining sanctioned building plan the developer shall be allowed by the owner in writing to have the constructive possession of the said land with the view to achieving the purpose and object envisaged herein, subject to approval of the building plan from The Kolkata Municipal Corporation.
7. The Developer shall exclusively be entitled to receive, realise and appropriate the sale proceeds and/or the construction costs with regard to the Developer's allocation, which the Developer become entitled to receive from the intending Purchaser or Purchasers of flats, shop rooms and other saleable space or spaces in the said proposed building.
8. The Developer shall arrange alternative accommodation during the period of construction for the owners and shall bear the cost/rent for such accommodation and will bear the shifting charges within the reasonable area.

ARTICLE - IV : CONSIDERATION

In consideration of the Owner has agreed to grant to the Developer the exclusive right to develop and/or construction of the proposed ground plus four storied building in the manner hereinbefore mentioned the Developer shall allot three numbers of self contained flat which include one self contained flat on the first floor back side (North-East-West side), another one self contained flat on the second floor front side (South-East-West side) and another one self contained flat on the fourth floor front side (South-East-west side) and three numbers of car parking spaces on the ground floor of the

proposed ground plus four storied building to be constructed on the land of the said premises in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation along with non-adjustable/non-refundable monetary consideration of Rs. 26,00,000/- (Rupees twenty six lakh) only out of which a sum of Rs. 6,00,000/- (Rupees six lacs) only has paid before signing of this agreement and the balance sum of Rs. 20,00,000/- (Rupees twenty lakh) only will be paid at the time of delivery of owner's allocation of the proposed building towards the full and final consideration against the said land.

ARTICLE - V : BUILDING

1. The Developer shall at his own costs or by raising funds from the prospective buyers out of Developer's allocation or in the manner he consider necessary for which it is hereby agreed between the parties hereto that the Developer shall be at liberty to invite applications from the prospective buyers for transfer out of the total built up area of the Developer's allocations excepting the Owner's portion in the building to be constructed on the land comprised in the said premises in accordance with the building plan approved by the Architect and duly sanctioned by The Kolkata Municipal Corporation or revised thereof with good materials as are necessary for such construction and specifications must not be below as mentioned in the Fourth Schedule hereunder written and also in good workmen like manner within a period of 30 (thirty) months from the date of agreement and such period may be extended mutually. Maximum 3 months after which the landlord will have the right to claim Rs.5,000/- (Rupees five thousand) only per month penalty for three months more after which power to be revoke.
2. The Developer shall also install and provide in the said building at his own costs the pumps, water storage tanks, overhead reservoirs, underground reservoirs, septic tanks, inside electrifications and/or other

facilities required to be provided in the building in terms of the or under any applicable statutory bye-laws or regulations relating to the construction of the building on the said land and specifications as mentioned in the Fourth Schedule hereunder written.

3. The Owner shall be entitled to transfer or otherwise deal with only the Owner's allocation in the building.
4. That any violation of the terms and conditions by either party the developer and the owner will be fully responsible for such violation as per law of the land.
5. The Developer shall be exclusively entitled to the Developer's allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the Owner and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation. Provided the landlord get his full possession in ready condition in all respect.
6. In so far as all necessary dealings by the Developer in respect of the building shall be in the name of the Owner for which purpose the Owner undertake to give the Developer power of Attorney in a form and manner reasonably required by the Developer. It is however understood that such dealings shall not in any manner fasten or create any financial liability upon the Owner. And owner mortgage of any part of land & building to any body.
7. The Developer shall be authorised in the name of the Owner in so far as it is necessary to apply for and obtain quotas, entitlements and other allocations or for cement, steel, bricks and other building materials allocable to the Owner for the construction of the building and to similarly apply for and obtain temporary connections of water, electricity, power

and permanent drainage and sewerage connection to the newly built up building for which purpose the Owner shall execute in favour of the developer Power of Attorney and other authority as shall be required by the Developer, for which the Owner shall not be liable in any manner whatsoever.

8. The Developer shall at his own costs and expenses and without creating any financial or other liability on the Owner construct and complete the said new building and various units and/or apartments therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or cause to be made by the developer.
9. All costs, charges and expenses including Architects Fees shall be discharged and paid by the Developer and the Owner shall bear no responsibility in this context.

ARTICLE - VI : AUTHORITY

1. The Developer shall be entitled to possess remaining constructed area of the proposed building inclusive of car parking space which he is entitled to transfer or otherwise deal with the flat/flats and or apartments and/ or any other saleable space or spaces of the building including proportionate right to use the common areas and facilities to be transferred to the prospective transferees.
2. In so far as necessary all dealings by the Developer in respect of the said building in relation to these presents shall be in the name of the Owner for which the Owner hereby nominate, constitute and appoint the Developer to do, execute, perform and exercise all acts and things necessary for the implementation of this Agreement including the authorities to cause to be prepared to sign letters, correspondence and to apply to the authorities, to sign and execute all applications to the

Government Department and/or authority to appoint Architects, Engineers and other persons to construct the building as per sanction of the authority to enter into and sign agreement for sale and to sign sale deeds, conveyances jointly with the Owner in favour of the prospective transferees to make affidavits and declaration to apply for allotment of Cement, Iron and Steel and other materials, to apply for electric connection, sewerage drainage to apply for and obtain refund of any amount receivable from the authorities in respect of the said premises, to make payment of all taxes, rates, impositions in respect of the said premises, to commence proceedings, to settle any suit or proceedings, to sign plaints, verification, written statements, petition to sworn affidavit to appear in any Court of Law, to give evidence and to arrange or substitute with all or any of the powers.

3. It is distinctly stipulated and agreed that the Developer shall have no authority to negotiate for and/or sale flat/flats of the developers allocation in the said building. After giving possession to the landlord in all respect ready condition.

ARTICLE - VII : COMMON FACILITIES

1. The Developer shall pay and bear all ground rent, Municipal Taxes, other dues and outgoings in respect of the said premises accruing due as and from the date on which the Developer will get the vacant possession thereof for undertaking the construction works. And completion of the peaceful handing over possession to the landlord with clearance of the peaceful handing over possession to the landlord with clearance of all taxes and all papers in connection to this land and flats. Be it mentioned here that upto the date of delivery of possession all arrear corporation taxes and land revenue will be paid and clear off by the owner and the developer shall not bear any responsibility either monetary or otherwise in respect thereof. That if the owner fails to clear off the title and other related matters the time will be automatically extended for such delay.

2. After completion of the Owners allocation portion of the said building the Developer shall give (15 days) notice in writing to the Owner requiring the Owner to take possession of the Owners's allocation in the said building agreed to be provided as consideration of the land as per terms of this Agreement and the date of service of such notice and at all times thereafter the Owner shall be exclusively responsible for payment of all Municipal and Property taxes, rates, duties, maintenance charges, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said Rates") payable in respect of the Owners's allocation and the said rates are to be prorata with reference to the saleable space in the building.
3. The Owner and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned Authorities or to the other authorities or to the Developer or otherwise as specified by the Developer and shall keep the Developer or other authorities in this regard indemnified against all claims, actions, demands and costs, charges, expenses and proceedings whatsoever directly or indirectly, instituted against or suffered or incurred by the Developer or such authorities or paid by either of them to it as the case may be consequent upon default by the Owner and the Developer in this behalf.

ARTICLE - VIII : OWNER'S OBLIGATIONS

1. The Owner doth hereby agree and covenant with the Developer not to do any act, deed or things whereby the Developer may be prevented from selling, assigning and/or disposing of the flat/flats or apartment and/or any other saleable space or spaces of the Developer's allocation or any portion thereof in the said building of the said premises.
2. The Owner or any person or persons claiming through them shall not in any way cause any interference or obstruction whereby the Developer or any person or persons claiming through them shall in any manner be

prevented obstructed from constructing and erecting the said building on the said land in the said premises after execution of this agreement and Power of Attorney

3. The Owner doth hereby agree and covenant with the Developer not to let out, grant lease, mortgage and/or charge the said premises or any portion thereof without the previous consent in writing of the Developer.
4. If the Owner committing breach of any of the terms and conditions herein contained or delayed in delivery of possession of the said premises as herein before stated the Developer shall be entitled to and the Owner will be liable to pay such lossess and damages as be settled between the parties.
5. If the owner committing breach of any of the terms and conditions herein contained or delayed in delivery of possession of the said premises as hereinbefore stated the Developer shall be entitled to and the owner will be liable to pay such lossess and damages as be settled between the parties.
6. That within 30 (thirty) days from the date of obtaining sanctioned building plan from The Kolkata Municipal Corporation in respect of the said property the owner shall deliver peacefull vacant possession of the said property in favour of the developer.
7. The land owner will have every right to supervise the construction work by himself or his agent as per sanctioned building plan.

ARTICLE - IX : DEVELOPER'S OBLIGATION

1. The Developer hereby agrees and covenants with the Owner to complete the construction of the said building in terms of this Agreement and in accordance with sanctioned plan or revised thereof duly sanctioned by The Kolkata Municipal Corporation within 30 (thirty) months from the

date of agreement unless prevented by any circumstances beyond the control or by force majeure. But in case the developer defaults to hand over the flats to the owners after 30 months the owners have the right to demand damage @ Rs.5,000/- (Rupees five thousand) only per month for the delayed period.

2. The Developer hereby agrees and covenants with the Owner not to violate, contravene any of the provisions or Rules applicable for construction of the said building.
3. The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of the Owner's allocation or any portion thereof of the said building in the said premises.
4. That the Developer will be supplied a copy of the sanction plan which is to be sanctioned by The Kolkata Municipal Corporation in the name of the Owner.
5. The xerox copies of all documents related to the work will be given to the owner.
6. The main electric meter of the building will be arranged by the developer at his own costs. But individual electric meter of the building will also be arranged by the developer at the cost of the individual flat owners.

ARTICLE - X : MISCELLANEOUS

1. That The owner and the developer have entered into this agreement purely on principal to principal basis and nothing stated herein shall be deemed or construed as partnership between the owners and the developer.
2. That before demolition of the existing structure standing thereon the owner will be shifted temporarily in a rented accommodation and the monthly rent for such rented accommodation will be borne by the developer till giving possession in the newly built up building.

3. That on demolition of the existing structure standing thereon the owner will be at liberty to sell the said old building materials and the sale proceeds thereon will be exclusively retained by the owner and neither the developer nor his legal heirs or successors shall claim the said sale proceeds against the owner in future.
4. It is understood that from time to time to facilitate the construction of the building by the Developer various acts, deeds, matters and things not specified herein may be required. The authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertake to do all such acts, deeds, matters and things and the Owner shall give any such additional Power of Attorney and/or authorisation as may be required by the developer for the purpose and the Owner is also undertaking 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 these presents.
5. Both the owner and the developer are agreed to extend their best possible co-operation and help to complete the agreement towards each other in all needs and situation and also the owners do hereby declare that the statement given by them are true and correct.
6. In the course of construction if any accident happens the developer shall be responsible for the same in all respect and the developer shall keep the owners indemnified from any loss and damage and litigation arising thereof.
7. The developer keep the owners indemnified from any losses, damages, litigations, penalty etc. that may occur during construction.
8. Any notice required to be given by the Developer shall without prejudice to any other mode of service be deemed to have been served

on the Owner or if delivered by hand (acknowledgement is required) or sent by prepaid Registered Post to the Owner and shall likewise be deemed to have served on the Developer if delivered by hand or sent by prepaid Registered Post to the Registered Office of the Developer.

9. The Developer and the Owner shall mutually frame Scheme for the management and administration of the said building or buildings and/or common parts thereof. The Owner hereby agree to abide by all the Regulations to be framed by Owner's Association who will be in charge of such management of the affairs of the building or buildings and/or common parts thereof and the parties hereto hereby give consent to abide by such Rules and Regulations.
10. The name of the building will be selected by the developer with consent of the owner landlord.
11. Nothing in these presents shall be construed a demise or assignment or conveyance in law of the owners allocation in the said building or the plot or as part of the Developer or as creating any right title or interest in respect thereof in the Developer other than an exclusive license to the Developer to commercially exploit the same in terms thereof.
12. After completion of the construction of the building and getting possession of the Owner allocation thereof the Owner shall at the request of the Developer execute and register appropriate transfer deeds/conveyances together with the proportionate undivided share of land and also the common areas of the said premises in favour of the Developer or his Nominee and/or the Transferee or Transferees. The stamp Duty including the registration charges and all other legal expenses payable for the transfer shall be borne by the transferee or transferees.
13. That if any part or portion of the proposed building get commercial sanction the land owner will also get 50% of the commercial space.

14. That if generator is to be installed in the building then the cost of such installation of generator will be shared by the owner and the developer in equal proportion.
15. That if the Developer require any project loan for construction and completion of the building from any Bank or Financial Institution then the owner shall cooperate with the Developer for availing the said loan.

ARTICLE - XI : FORCE MAJUERE

1. Force Majuere shall mean flood, earth-quake, riot, war, storm, tempest, civil commotion, strike, lockout, labour unrest and/or any other acts or commission beyond the control of the parties hereto effected thereby and also non-availability of essential materials like cement, steel etc.
2. If the construction and/or completion of the building is delayed from any wilful act on the part of the Developer then in that event the developer shall be liable to pay such loss or damages to the owners at the rate of Rs. 5,000/- (Rupees five thousand/-) only per month with the expiry of the said thirty months from the date of agreement from The Kolkata Municipal Corporation in respect of the said property.
3. In the event the owners committing breach of any of the terms and conditions herein contained or delayed in delivery of possession of the said premises as hereinbefore stated the Developer shall be entitled to and the owners shall be liable to pay such losses and compensations as shall be settled between the parties PROVIDED HOWEVER if such delay shall continue for a period of six months then and in that event in addition to any other right which the Developer may have against the owners the developer shall be entitled to sue to owners for specific performance of this Agreement or to rescind or cancel this Agreement and claim refund of all the moneys so paid and/or incurred by the Developer with interest and such losses and damages the Developer may suffer.

4. After completion of construction the Developer will be supplied to the owners Completion Certificate and other relevant documents in connection with the said newly construct building to the owners.
5. That if any deviation took place in the building at the instance of either owners or any intending purchaser/purchasers then and in that event the respective flat owner shall pay. the entire cost of revised plan for regularisation of said deviation and the developer shall not be liable to incur any expenses for the said regularisation of deviation.

ARTICLE - XI : JURISDICTION

The Learned Court/Courts having teritorial jurisdiction over the said property shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of homestead land measuring 5 Cottahs 7 Chittaks and 9.5 Square feet be the same a little more or less together with building standing thereon lying and situated at Mouza-Nayabad, J.L. No. 25, R.S No.3, Pargana-Khaspur, District Collectorate Touzi No. 56, appertaining to C. S. Khatian No. 5 & 6, corresponding to R. S. Khatian No. 139, comprising part of C. S. Dag No. 31, corresponding to part of R. S. Dag No. 110, P. S. formerly Purba Jadavpur at present Panchasayar, Sub Registraation office at Sealdah, now within the local limits of The Kolkata Municipal Corporation under Ward No.109, being known as **Municipal Premises No. 2143, Nayabad, Kolkata-700 094,**(being Assessee No. 31-109-08-2143-3) (having postal address C-8, Purbasha Rail Math, Nayabad, Panchasayar, Kolkata-700 094) in the District of South 24-Parganas, which is butted and bounded in the manner following :-

On the North	:	By Scheme Plot No. 18B & 20;
On the South	:	By 20' feet wide K.M.C. Road ;
On the East	:	By Scheme Plot No. 9 ;
On the West	:	By Premises No.449, Nayabad.

THE SECOND SCHEDULE ABOVE REFERRED TO :**(OWNER'S ALLOCATION)**

The Owner shall be allotted three numbers of self contained flat which include one self contained flat on the first floor back side (North-East-West side), another one self contained flat on the second floor front side (South-East-West side) and another one self contained flat on the fourth floor front side (South-East-west side) and three numbers of car parking spaces on the ground floor of the proposed ground plus four storied building to be constructed on the land of the said premises in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation together with proportionate right of all facilities, utilities and benefits of the said building which is to be used as common between all the co-owners particularly fit for human habitation and shall be made in accordance with the specifications as mentioned and detailed in the Fourth Schedule hereunder written lying situate at and being known as Municipal Premises No 2143, Nayabad, Kolkata-700 094, P.O.Panchasayar (having postal address C-8, Purbasha Rail Math, Nayabad, Panchasayar, Kolkata-700 094) P. S. Panchasayar, now within the local limits of The Kolkata Municipal Corporation under Ward No. 109, in the District of South 24-Parganas.

THE THIRD SCHEDULE ABOVE REFERRED TO**(DEVELOPERS ALLOCATION)**

The Developer shall get remaining constructed area of the building which includes entire third floor and one self contained flat on the first floor front side (South-East-West side), one self contained flat on the second floor back side (North-East-West side) one self contained flat on the fourth floor back side (North-East-West side) along with remaining balance area of the car parking spaces on the ground floor of the proposed ground plus four storied building to be erected and/or constructed thereon in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation together with proportionate right of all facilities, utilities and benefits of the said

building which is to be used in common between all the co-owners, particularly fit for human habitation and shall be made in accordance with the specifications as mentioned and detailed in the Fourth Schedule hereunder written lying situate at and being known as **Municipal Premises No 2143, Nayabad, Kolkata-700 094, P.O.Panchasayar** (having postal address C-8, Purbasha Rail Math, Nayabad, Panchasayar, Kolkata-700 094) P. S. Panchasayar, now within the local limits of The Kolkata Municipal Corporation under Ward No. 109, in the District of South 24-Parganas.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(Specification)

Building	:	R.C.C. structure frame (1:2:4).
Walls	:	Outside wall (1:5) 200 mm (8"), inside wall = 75 mm (3") (1:4) cement plaster inside -outside wall, ceiling (1:5 & 1:4) inside wall + ceiling paris finish.
Flooring	:	All Tiles flooring including stair.
Dining Room:		One basin in each flat.
Toilet	:	Wall tiles 6' feet height with 4" skirting.
	:	One shower with 3 taps and one Gyeser point and one basin.
	:	All bathroom with sanitary fittings.
W.C.	:	Wall tiles 6' feet height.
	:	One white comode, two taps and sanitary fittings.
Kitchen	:	Black stone counter 20" one sink, two taps with 4' feet height glaze tiles.
Door	:	Sal wood frame with flush door ISI standrad.
Window	:	Aluminium sliding window fitted with glass and MS Grill.
Electricals	:	Concealed wiring (Heavels/Finolex).
	:	four points in bed room, five points in dining + one 15

- AMP Plug point with good quality ISI standard.
- : Three points in kitchen, plus one 15 AMP
- : Three points in bathroom, plus one 15 AMP
- : Two points in W.C. plus one 15 AMP
- Water/ Plumbing : Semi underground water reservoir with pump and motor, overhead R.C.C. water tank for supply of Corporation water, all plumbing line with oriplast PVC Pipe with good quality ISI standard sanitary fittings.
- Stair Case : Stair case will be finished with M.S. Grill and wooden railing.
- Outside Wall : Weather Coat, (Multi Colour).
- Boundary wall gate : Iron Gate with 6' feet height wall and both "side plaster.
- Lift : ISI standard lift will be provided in the building with lift well.
- Outside Elevation : Outside Elevation will be done as per drawing and design to be made by the architect as permissible under the building rules.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:
(COMMON AREAS)**

1. Undivided proportionate share in land along with plinth area of purchaser's flat.
2. Ingress and Egress from main road to the building upto top floor roof.
3. Stair case and stair case landings on all floors.
4. Pump and electric meter and meter Board.
5. All common plumbing and electrical installations .
6. Overhead and semi-underground water reservoir and septic tank.
7. Boundary walls and peripharials walls.
8. Drainage, sewerage and water connetion & plumbing lines.
9. All common walls, beams and raferes and pillars.
10. Lift & Lift machine room.

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

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED PARTIES
AT KOLKATA IN THE PRESENCE OF :-

WITNESSES :-

1. Anumita Das Gupta
C-8 Railmath Nayabad
Kol-94

Tapan Kumar Das

SIGNATURE OF THE OWNER

2. Tarak Roy .
4/17B, Dadar gach
Halter, Kol-700078

S.R. CONSTRUCTION & CO.

Suresh Kumar

Proprietor

SIGNATURE OF THE DEVELOPER



LEFT LITTLE FINGER



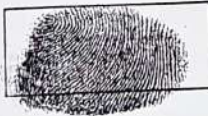
LEFT RING FINGER



LEFT MIDDLE FINGER



LEFT FORE FINGER



LEFT THUMB



RIGHT LITTLE FINGER



RIGHT RING FINGER



RIGHT MIDDLE FINGER



RIGHT FORE FINGER



RIGHT THUMB

FINGER PRINTS ATTESTED BY ME

Tapan Kumar Das

SIGNATURE



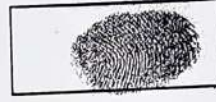
LEFT LITTLE FINGER



LEFT RING FINGER



LEFT MIDDLE FINGER



LEFT FORE FINGER



LEFT THUMB



RIGHT LITTLE FINGER



RIGHT RING FINGER



RIGHT MIDDLE FINGER



RIGHT FORE FINGER



RIGHT THUMB

FINGER PRINTS ATTESTED BY ME

Suresh Kumar

SIGNATURE

MEMO OF CONSIDERATION

RECEIVED from the within named Developer the within mentioned sum of Rs.6,00,000/- (Rupees six lakh only towards the non-refundable/non-adjustable consideration money as per denomination below :-

By Book adjustment

Rs.6,00,000/-

(Rupees six lakh) only

Rs. 6,00,000/-

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED OWNER
AT KOLKATA IN THE PRESENCE OF :-

WITNESSES :-

1. Arunima Das Gupta
C-8 Raikmath Nayabad
KOL-94

2. Tarank Roy -
4/17B Jadar gark
Hallu, KOL-700078

Tapan Kumar Das
SIGNATURE OF THE OWNER

DRAFTED BY :

Subrata Karumakar.
(SUBRATA KARMAKAR)
ADVOCATE
JUDGES' COURT, ALIPORE,
KOLKATA - 700 027

TYPED BY :

Sandeep Sen.
(SANDEEIP SEN)
DHAKURIA, KOLKATA - 31

Major Information of the Deed

Deed No :	I-1603-03398/2022	Date of Registration	08/03/2022
Query No / Year	1603-2000684514/2022	Office where deed is registered	
Query Date	03/03/2022 1:28:57 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	SUBRATA KARMAKAR 15L K P ROY LANE, Thana : Kasba, District : South 24-Parganas, WEST BENGAL, PIN - 700031, Mobile No. : 9331405190, Status : Advocate		
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 : 6,00,000/-]		
Set Forth value	Market Value		
Rs. 26,00,000/-	Rs. 96,94,079/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 6,053/- (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:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No: 2143, , Ward No: 109 JI No: 25, Pin Code : 700094

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		5 Katha 7 Chatak 9.5 Sq Ft	25,70,000/-	96,64,079/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road.
Grand Total :					8.9937Dec	25,70,000 /-	96,64,079 /-	




Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	30,000/-	30,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tin Shed, Extent of Completion: Complete

Total :	100 sq ft	30,000 /-	30,000 /-	
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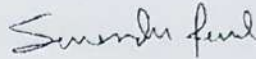
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
	Shri TAPAN KUMAR DAS (Presentant) Son of Late ANIL KUMAR DAS Executed by: Self, Date of Execution: 08/03/2022 , Admitted by: Self, Date of Admission: 08/03/2022 ,Place : Office			
	08/03/2022		LTI 08/03/2022	08/03/2022
2143,NAYABAD, PANCHASAYAR, City:- Not Specified, P.O:- PANCHASAYAR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700094 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. : FWxxxxxx6H, Aadhaar No: 88xxxxxxxx4388, Status :Individual, Executed by: Self, Date of Execution: 08/03/2022 , Admitted by: Self, Date of Admission: 08/03/2022 ,Place : Office				
2	S R CONSTRUCTION CO 23A, R.N. DAS ROAD, City:- Not Specified, P.O:- DHAKURIA, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700081 , PAN No.:: AFxxxxxx3N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			




Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Shri SUVENDU PAUL Son of Late GOSTO BIHARI PAUL Executed by: Self, Date of Execution: 08/03/2022 , Admitted by: Self, Date of Admission: 08/03/2022 ,Place : Office			
	08/03/2022		LTI 08/03/2022	08/03/2022
Son of Late GOSTO BIHARI PAUL 23A, R.N, DAS ROAD, City:- Not Specified, P.O:- DHAKURIA, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx3N, Aadhaar No: 70xxxxxxxx6097, Status :Individual, Executed by: Self, Date of Execution: 08/03/2022 , Admitted by: Self, Date of Admission: 08/03/2022 ,Place : Office				

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri SUVENDU PAUL Son of Late GOSTO BIHARI PAUL Date of Execution - 08/03/2022, , Admitted by: Self, Date of Admission: 08/03/2022, Place of Admission of Execution: Office	 <small>Mar 8 2022 2:52PM</small>	 <small>LTI 08/03/2022</small>	 <small>08/03/2022</small>
23A, R.N. DAS ROAD, City:- Not Specified, P.O:- DHAKURIA, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx3N, Aadhaar No: 70xxxxxxx6097 Status : Representative, Representative of : S R CONSTRUCTION CO (as DEVELOPER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Shri MITHUN CHOWDHURY Son of Shri A K CHOWDHURY MADARAT PURBA PARA, City:- Baruipur, P.O:- MADARAT, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 743610	 <small>08/03/2022</small>	 <small>08/03/2022</small>	 <small>08/03/2022</small>

Identifier Of Shri TAPAN KUMAR DAS, Shri SUVENDU PAUL, Shri SUVENDU PAUL

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri TAPAN KUMAR DAS	Shri SUVENDU PAUL-4.49682 Dec
2	S R CONSTRUCTION CO	Shri SUVENDU PAUL-4.49682 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri TAPAN KUMAR DAS	Shri SUVENDU PAUL-50.00000000 Sq Ft
2	S R CONSTRUCTION CO	Shri SUVENDU PAUL-50.00000000 Sq Ft

On 08-03-2022

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 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 13:46 hrs on 08-03-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri TAPAN KUMAR DAS, one of the Executants.

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 96,94,079/-

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

Execution is admitted on 08/03/2022 by 1. Shri TAPAN KUMAR DAS, Son of Late ANIL KUMAR DAS, 2143, NAYABAD, PANCHASAYAR, P.O: PANCHASAYAR, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700094, by caste Hindu, by Profession Business, 2. Shri SUVENDU PAUL, Son of Late GOSTO BIHARI PAUL, 23A, R,N, DAS ROAD, P.O: DHAKURIA, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by Profession Business

Identified by Shri MITHUN CHOWDHURY, , , Son of Shri A K CHOWDHURY, MADARAT PURBA PARA, P.O: MADARAT, Thana: Baruipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 743610, by caste Hindu, by profession Service

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

Execution is admitted on 08-03-2022 by Shri SUVENDU PAUL, DEVELOPER, S R CONSTRUCTION CO (Sole Proprietorship), 23A, R.N. DAS ROAD, City:- Not Specified, P.O:- DHAKURIA, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031

Identified by Shri MITHUN CHOWDHURY, , , Son of Shri A K CHOWDHURY, MADARAT PURBA PARA, P.O: MADARAT, Thana: Baruipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 743610, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 6,053/- (B = Rs 6,000/- , E = Rs 21/- , H = Rs 28/- , M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 6,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/03/2022 10:56AM with Govt. Ref. No: 192021220198140031 on 04-03-2022, Amount Rs: 6,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BOHTNX4 on 04-03-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 9,921/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 701492, Amount: Rs.100/-, Date of Purchase: 21/02/2022, Vendor name: S Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/03/2022 10:56AM with Govt. Ref. No: 192021220198140031 on 04-03-2022, Amount Rs: 9,921/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BOHTNX4 on 04-03-2022, Head of Account 0030-02-103-003-02



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 118382 to 118417
being No 160303398 for the year 2022.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2022.03.08 19:28:22 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/03/08 07:28:22 PM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.

(This document is digitally signed.)