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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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certified to be a true and correct copy of the original as per the records of the Government of West Bengal.

12 APR 2021

[Signature]
 Director, West Bengal

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this ...12th.....day

100172

Sl. No.
Name : **P. DAS**, Advocate
Address : High Court, Kolkata

Rs.
Kolkata City - 700016.
11, Netaji Subhas Road, Anand Kr. Saha
Kolkata - 1 Licensed Stamp
Date: Vendor.

29 JAN 2021



DISTRICT SUB REGISTRAR -III
SOUTH 24 PGS., ALIPORE
12 APR 2021

Identified by
Anand Das s/o Late Gaur Hari Das
of Beodas Place, Garia Station Road.
Kat-89

of April Two Thousand Twenty One **BETWEEN SHREEPATI ENCLAVE PRIVATE LIMITED**, a company incorporated under the Companies Act 1956 having its registered office at 69A, Shambhunath Pandi Street, under Police Station Kalighat , Kolkata -700 025, having its **Pan No. AANCS6818C**, represented by its two Directors namely **SADHAN ROY** son of Late Subodh Roy Hindu, Business, residing at 18A, Gobindo Bose Lane, under Police Station Bhowanipore, Post Office Bhowanipore, Kolkata – 700025, Permanent Account No.AEYPR4860B Aadhar Card No.3897 0031 7875, Mobile No.98300 57488 And **BINOD KUMAR CHOWDHURY** son of Late Kishan Lal Chowdhury, Hindu, Business, residing at Shivamani Apartment, Flat No.D, 37, Dimond Harbour Road, Taratala, Police Station Taratala, Kolkata – 700 038, Permanent Account No.acrpc3158n , Aadhar Card No.4609 3906 0107, Mobile No.98300 91877, 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 its successor or successors in office and interest and assigns),of the **ONE PART**

AND

J.B. CONSTRUCTION , Pan No.AAOFJ4215E, a Partnership firm having it's registered office at 342/B, Rai Bahadur Road, Police Station Behala, Post Office New Alipore , Kolkata – 700 053, having its **Pan No.AADCP6746** duly represented by its Partners **JAGADAMBAY PRASAD JAISWAL, son of Late Chedilal Jaiswal, Permanent Account No.ADRPJ1099C , Mobile No.98030226569, Aadhar No.8847 7643 2279, Hindu, Business, ,** residing at 287, Rai Bahadur Road, Police Station Behala, Post Office New Alipore , Kolkata – 700 053, (2) **BAPI JAISWAL son of Chhotelal Jaiswal , Hindu, Business, Permanent Account No.AHVPJ1998G, Aadhar No.8287 1597 9109, Mobile No.99032 01874, residing at 13, S.M.C. Road, Champdani, Police Station and Post Office Baidyabati, Haripal, Hooghly, Pin Code 712222,** hereinafter called and referred to as the “**DEVELOPERS**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successor or successors , executors, administrators , legal representatives and assigns) of the **OTHER PART.**

WHEREAS at all material time, One Paritosh Kumar Das was the absolute owner and seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the land measuring about 4 (Four) Cottahs 13 (Thirteen) Chittacks 6 (Six) Square Feet more or less together with brick wall with asbestos sheded structures and other rooms and constructed area lying and situate at Mouza Haridevpur, Touzi No.40, J.L. NO.25, and comprised in R.S. Dag No.3 under R.S. Khatian No.912 within the local limits of the then South Suburban Municipality now Kolkata Municipal

Corporation , Police Station Behala presently Thakurpukur, in the District 24 Parganas (South) .

AND WHEREAS the said Paritosh Kumar Das while enjoying his aforesaid property sold, conveyed his aforesaid property sold, conveyed and transferred forever and absolutely by a registered Sale Deed dated 6.10.1978 **ALL THAT** the said property being the said land measuring about 4 (Four) Cottahs 13 (Thirteen) Chittacks 6 (Six) Square Feet more or less along with structure standing thereon situated at Mouza Haridevpur, R.S. Dag No.3 under R.S. Khatian No.912 being Premises No.168, Mahatma Gandhi Road under Police Station Behala now Thakurpukur, Kolkata - 700 063, District 24 Parganas (South) to and unto Smt. Sova Rani Das free from all encumbrances etc. and at a valuable consideration mentioned therein and the said Sale Deed dated 06.10.1978 was registered in the office of the District Sub-Registrar at Alipore and recorded in Book NO.1, Volume No.193, Pages 227 to 232 , Being No.5727 for the year 1978.

AND WHEREAS after such purchase the said **Sova Rani Das** while enjoying the said property by mutating her name in the appropriate authority sold, conveyed and transferred forever and absolutely by a registered Bengali Deed of Sale dated 20.06.1979 **ALL THAT** the land measuring about 3 (three) Cottahs more or less together with brick wall with asbestos sheded rooms with verandah being the demarcated Southern side/portion of her aforesaid total land measuring 4 (four) Cottahs 13 (Thirteen) Chittacks 6 (Six) Square Feet more or less to and unto one **Gouri Shankar Roy Chowdhury** free from all encumbrances and at a valuable consideration mentioned therein and the said Deed of Sale dated 20.06.1979 was registered in the office of the D.S.R. Alipore in Book - I, Volume - 97 Pages from 233 to 238 , Deed No.3447 for the year 1979.

AND WHEREAS after such purchase the said Gouri Shankar Roy Chowdhury thus became the sole and absolute owner of the said property by exercising his right or ownership and also by collecting the rent from the tenants of the said property.

AND WEHREAS the said Gouri Shankar Roychowdhury died intestate on 29.11.1985 leaving behind his wife Dr. Mrs. Nilima Roychowdhury , and only son Sourav Roychoudhury and only daughter Shamita Roychoudhury as his only heirs and successors who jointly inherited the said property by way of inheritance as per Hindu Succession Act,1956.

AND WHEREAS the said Dr. Nilima Roy Chowdhury died intestate on 09.08.1999 leaving behind her only son **Sourav Roy Choudhury and only daughter Shamita Roychoudhury** as her only heirs and successors and the Said Sourav Roy Choudhury and Shamita Roychoudhury mutated their names in the record of the Kolkata Municipal Corporation vide mutation

case No.0/115/20-JUN 2007/6540 dated 21.06.2007 as owners of the said property subsequently numbered as Premises No.529 , M.G. Road , Assessee No.411150606954 P.S. Behala now Thakurpukur in the District of 24 Parganas (South).

AND WHEREAS by an indenture dated 21st day of July ,2010 made between **Sourav Roy Choudhury And Shamita Roy Choudhury** therein described as the Vendors of the One Part And **Shreepati Enclave Pvt.,Ltd.** therein described as the Purchaser of the Other Part and registered in the Office of the Additional Registrar of Assurance-I, Kolkata , and recorded in Book - I, CD Volune - 17 , Pages 3804 to 3840 Being No.07045 for the year 2010 the said **Sourav Roy Choudhury And Shamita Roy Choudhury** sold, transferred, conveyed to and unto the said Shreepati Enclave Pvt.Ltd. **ALL THAT** the piece or parcel of land measuring an area of 3 (Three) Cottahs more or less together the tile shaded structures having an area of 500 Square Feet more or less standing thereon situated at Premises No.529, M.G.Road and comprised in R.S. Dag No.3, R.S. Khatian No.912, Mouza Haridevpur, J.L. NO.25 within the Kolkata Municipal Corporation , Assessee No.411150606954, Ward No.115, P.S. Behala now Thakurpukur, Kolkata - 700082 in the District 24 Parganas (South) morefully particularly described in the schedule thereunder written in the manner as also for the consideration therein mentioned.

AND WHEREAS after such transfer, the said Sova Rani Das was solely and absolutely seized and possessed of and/or enjoying the remaining portion of the said property being the land measuring 1 (One) Cottah 13 (Thirteen) Chittacks 6 (Six) Square Feet more or less along with kuncha structure standing thereon and while remained in peaceful possession and occupation of the said land, her elder son Chittaranjan Das died intestate on 13.12.1992 leaving behind his three sons namely Avijit Das , Sarajit Das and Monojit Das and wife Champa Das as his heir , successors and legal representatives and thereafter the said Sova Rani Das died intestate on 17.09.2008 leaving behind her husband Makhanlal Das and three sons namely Samir Das Biswanath Das and Tapan Das each having 1/5th share therein and also her three grand son namely the said Avijit Das, Sarajit Das and Monojit Das all sons of Late Chittaranjan Das and the wife the said Champa Das as her legal heirs and successors who jointly inherited the remaining 1/5th share therein and after demise of the said Sova Rani Das , her husband Makhanlal Das and her three sons namely Samir Das , Biswanath Das and Tapan Das each having undivided 1/5th share therein and her aforesaid three grandsons namely Avijit Das, Sarajit Das and Monojit Das and her daughter in law Champa Das thus became the absolute joint owners of the said property.

AND WHEREAS the said **Makhanlal Das** died intestate on 08.03.2009 leaving behind his aforesaid three sons namely the said **Samir Das,**

Biswanath Das and Tapan Das and his three grand sons and daughter-in-law , being the sons and wife of his predeceased son **Chittaranjan Das** as his heirs, successors and legal representatives and upon his demise, his undivided 1/5th share in the aforesaid property devolved upon his aforesaid three sons and three grandsons and daughter-in-law being the sons and wife of his predeceased son **Chittaranjan Das**.

AND WHEREAS after the death of the said Makhanlal Das his aforesaid three sons each having undivided 1/4th equal share therein and the sons and wife of his predeceased son Chittaranjan Das jointly having undivided one fourth share therein have been and are jointly enjoying the said property as owners thereof. The said three sons of the said Sova Rani Das namely Sri Samir Das, Sri Biswanath Das, and Sri Tapan Das each having 1/4th share therein and three grand sons namely Sri Avijit Das, Sarajit das and Monojit das and Champa Das jointly having undivided 1/4th share therein.

AND WHEREAS by an indenture dated 6th day of July ,2011 made between **Tapan Das** therein described as the Vendor of the One Part And **Shreepati Enclave Pvt.,Ltd.** therein described as the Purchaser of the Other Part and registered in the Office of the Additional Registrar of Assurance-I, Kolkata , and recorded in Book – I, CD Volume – 14 , Pages 10133 to 10156 Being No.06162 for the year 2011 the said **Tapan Das** sold, transferred, conveyed to and unto the said Shreepati Enclave Pvt.Ltd. **ALL THAT** the undivided 1/4th share of interest of the piece or parcel of land measuring about 1 (One) Cottahs 13 (Thirteen) Chittacks 6 (Six) Square Feet more or less **TOGETHER WITH** undivided 1/4th share or interest of the total structure measuring about 400 Square Feet more or less standing thereon lying and situate at and being Kolkata Municipal Corporation Premises No.168, Mahatma Gandhi Road and comprised in R.S. Dag No.3 (Part) , R.S. Khatian No.912, Mouza Haridevpur, J.L. No.25 within the Kolkata Municipal Corporation , Assessee No.411150603369, Ward No.115, P.S. Behala now Thakurpukur, Kolkata – 700082 in the District 24 Parganas (South) morefully particularly described in the Schedule thereunder written in the manner as also for the consideration therein mentioned.

AND WHEREAS by an indenture dated 18th day of April ,2012 made between **Samir Das, Biswanath Das , Avijit Das , Sarajit Das , Monojit Das and Champa Das** therein described as the Vendors of the One Part And **Shreepati Enclave Pvt.,Ltd.** therein described as the Purchaser of the Other Part and registered in the Office of the Additional Registrar of Assurance-I, Kolkata , and recorded in Book – I, CD Volume – 8, Pages 29 to 54 Being No.03437 for the year 2012 the said **Samir Das, Biswanath Das , Avijit Das , Sarajit Das , Monojit Das and Champa Das** sold, transferred, conveyed to and unto the said **Shreepati Enclave Pvt.Ltd.** **ALL THAT** the undivided 3/4th share of interest of the piece or parcel of

land measuring about 1 (One) Cottahs 13 (Thirteen) Chittacks 6 (Six) Square Feet more or less **TOGETHER WITH** undivided 1/4th share or interest of the total structure measuring about 400 Square Feet more or less standing thereon lying and situate at and being Kolkata Municipal Corporation Premises No.168, Mahatma Gandhi Road and comprised in R.S. Dag No.3 (Part) , R.S. Khatian No.912, Mouza Haridevpur, J.L. No.25 within the Kolkata Municipal Corporation , Assessee No.411150603369, Ward No.115, P.S. Behala now Thakurpukur, Kolkata - 700082 in the District 24 Parganas (South) morefully particularly described in the **Schedule** thereunder written in the manner as also for the consideration therein mentioned.

AND WHEREAS at all material time , One Sannyasi Charan Mondal , since deceased was absolutely seized and possessed of **ALL THAT** the land measuring 1 Bigha 6 Cottahs 10 Chittacks more or less situate and lying at Mouza Haridevpur, R.S. Khatian No.557 , R.S. Dag No.2, J.L. No.25 within the local limit of the then South Suburban Municipality now Kolkata Municipal Corporation being Kolkata Municipal Premises No.162, Mahatma Gandhi Road, Ward No.115 under Police Station Thakurpukur, formerly Behala in the District of 24 Parganas (South) along with other immovable properties free from all encumbrances charges and attachments etc.

AND WHEREAS by a registered Bengali Deed of Gift dated 01.10.1958, registered in the office of the S.R. Alipore in Book - I, Deed No.8447 for the year 1958 transferred and conveyed forever and absolutely by way of Gift **ALL THAT** the land measuring 1 Bigha 6 Cottahs 10 Chittacks more or less situate and lying at Mopuza Haridevpur, R.S. Khatian No.557, R.S. Dag No.2, J.L. No.25, within the local limit of the then South Suburban Municipality now Kolkata Municipal Corporation Being Kolkata Municipal Corporation Premises No.162, Mahatma Gandhi Road, Ward No.115, P.S. Thakurpukur, formerly Behala in the District of 24 Parganas (South) along with other immovable properties as fully described in the Schedule "Ka" of the said Deed of Gift dated 1.10.1968 to and unto his son **Bankim Chandra Mondal** the Donee No.1 therein free from all encumbrances charges and attachments etc.

AND WHEREAS the said Bankim Chandra Mondal seised and possessed of the said property by exercising his right of ownership therein as also by mutated his name in the Government records and also by paid taxes as Owner thereof and subsequently the said Bankim Chandra Mondal sold, transferred and conveyed the several portion of the said captioned land to and unto the several persons and after such transfer the said Bankim Chandra Mondal was occupying and possessing the remaining land measuring 6 (Six) Cottahs more or less situate and lying at Mouza Haridevpur, R.S. Khatian No.557 , R.S. Dag No.2, J.L. NO.25, within the local limit of the then South Suburban Municipality now Kolkata Municipal

Corporation being KMC Premises No.162, Mahatma Gandhi Road under Ward No.115, Police Station Thakurpukur, formerly Behala in the District of 24 Parganas (South) TOGETHER WITH the right to use the 10 Ft. wide common passage and all other easements and quasi easement rights and advantages connected with the said land free from all encumbrances charges and attachments etc.

AND WHEREAS by and under a registered Bengali Deed of Sale dated 27.07.2010 and registered in the office of the District Sub-Registrar – II Alipore in Book – I, CD Volume No.27, Pages from 1010 to 1022 being Deed No.7521 for the year 2010 the said Bankim Chandra Mondal therein described as Vendor sold, transferred and conveyed forever and absolutely **ALL THAT** the land measuring 3 Cottahs more or less together with a single storied structure standing thereon being a portion of the said total land measuring 6 Cottahs more or less situate and lying at Mouza Haridevpur, R.S. Khatian No.557, R.S. Dag No.2, J.L. No.25 within the local limit of Kolkata Municipal Corporation being a portion of Premises No.162, Mahatma Gandhi Road, under Ward No.115 Police Station Thakurpukur, formerly Behala in the District of 24 Parganas (South) (hereinafter referred to as the said property) to and unto the said **Jay Jalaram Construction** being represented by its sole proprietress **Tapashi Banerjee** wife of Arup Banerjee described as the Purchaser free from all encumbrances, charges, attachments etc. and at a valuable consideration mentioned therein.

AND WHEREAS the said Jay Jalaram Construction seised and possessed the said property and mutated its name in the record of the Kolkata Municipal Corporation as owner of the said property and upon such mutation the said property has been separately renumbered as KMC Premises No.162/2, Mahatma Gandhi Road under Police Station Thakurpukur, Kolkata - 700082

AND WHEREAS by an Indenture dated the 25th day of March,2011 made between **Jay Jalaram Construction** therein described as the Vendor of the One Part And **Shreepati Enclave Pvt. Ltd.**, therein described as the Purchaser of the Other Part and registered in the Office of the Additional Registrar of Assurance-I, Kolkata , and recorded in Book – I, CD Volune – 6, Pages 8621 to 8659 Being No.02598 for the year 2011 the said **Jay Jalaram Construction** sold, transferred, conveyed to and unto the said **Shreepati Enclave Pvt. Ltd.** **ALL THAT** the land measuring 3 (Three) Cottahs more or less together with a single storied structure standing thereon being a portion of the said total land measuring 6 Cottahs more or less situate and lying at Mouza Haridevpur, R.S. Khatian No.557, R.S. Dag No.2, J.L. No.25 within the local limit of Kolkata Municipal Corporation being a portion of Premises No.162, Mahatma Gandhi Road, under Ward No.115 Police Station Thakurpukur, formerly Behala in the District of 24 Parganas (South)

morefully particularly described in the **Schedule** thereunder written in the manner as also for the consideration therein mentioned.

AND WHEREAS in the properties hereinbefore recited in part the said Shreepati Enclave Pvt.Ltd. became seized and possessed of **ALL THAT** the piece or parcel of land measuring an area of 3 (Three) Cottahs more or less together the tile shaded structures having an area of 500 Square Feet more or less standing thereon situated at Premises No.529, M.G.Road and comprised in R.S. Dag No.3, R.S. Khatian No.912, Mouza Haridevpur, J.L. NO.25 within the Kolkata Municipal Corporation , Assessee No.411150606954, Ward No.115, P.S. Behala now Thakurpukur, Kolkata – 700082 in the District 24 Parganas (South) and **ALL THAT** the undivided 1/4th share of interest of the piece or parcel of land measuring about 1 (One) Cottahs 13 (Thirteen) Chittacks 6 (Six) Square Feet more or less **TOGETHER WITH** undivided 1/4th share or interest of the total structure measuring about 400 Square Feet more or less standing thereon lying and situate at and being Kolkata Municipal Corporation Premises No.168, Mahatma Gandhi Road and comprised in R.S. Dag No.3 (Part) , R.S. Khatian No.912, Mouza Haridevpur, J.L. No.25 within the Kolkata Municipal Corporation , Assessee No.411150603369, Ward No.115, P.S. Behala now Thakurpukur, Kolkata – 700082 in the District 24 Parganas (South) **and ALL THAT** the undivided 3/4th share of interest of the piece or parcel of land measuring about 1 (One) Cottahs 13 (Thirteen) Chittacks 6 (Six) Square Feet more or less **TOGETHER WITH** undivided 1/4th share or interest of the total structure measuring about 400 Square Feet more or less standing thereon lying and situate at and being Kolkata Municipal Corporation Premises No.168, Mahatma Gandhi Road and comprised in R.S. Dag No.3 (Part) , R.S. Khatian No.912, Mouza Haridevpur, J.L. No.25 within the Kolkata Municipal Corporation , Assessee No.411150603369, Ward No.115, P.S. Behala now Thakurpukur, Kolkata – 700082 in the District 24 Parganas (South) and **ALL THAT** the land measuring 3 (Three) Cottahs more or less together with a single storied structure standing thereon being a portion of the said total land measuring 6 Cottahs more or less situate and lying at Mouza Haridevpur, R.S. Khatian No.557, R.S. Dag No.2, J.L. No.25 within the local limit of Kolkata Municipal Corporation being a portion of Premises No.162, Mahatma Gandhi Road, under Ward No.115 Police Station Thakurpukur, formerly Behala in the District of 24 Parganas (South)

AND WHEREAS said land measuring 3 (Three) Cottahs more or less together the tile shaded structures having an area of 500 Square Feet more or less standing thereon situated at Premises No.529, M.G.Road and comprised in R.S. Dag No.3, R.S. Khatian No.912, Mouza Haridevpur, J.L. NO.25 within the Kolkata Municipal Corporation, Assessee No.411150606954, Ward No.115, and 1 (One) Cottahs 13 (Thirteen) Chittacks 6 (Six) Square Feet more or less lying and situate at and being Kolkata Municipal Corporation Premises No.35, Mahatma Gandhi Road and

comprised in R.S. Dag No.3 (Part) , R.S. Khatian No.912, Mouza Haridevpur, J.L. No.25 and land measuring 3 (Three) Cottahs more or less together with a single storied structure standing thereon being a portion of the said total land measuring 6 Cottahs more or less situate and lying at Mouza Haridevpur, R.S. Khatian No.557, R.S. Dag No.2, J.L. No.25 within the local limit of Kolkata Municipal Corporation being a portion of Premises No.162, Mahatma Gandhi Road, under Ward No.115 totaling land measuring 7 (Seven) Cottahs 13 (Thirteen) Chittacks 6 (Six) Square Feet more or less had been mutated and amalgamated in the office of the Kolkata Municipal Corporation under Ward No.115 , in the name of the said Shreepati Enclave Pvt.Ltd. the Owner herein and after said mutation and amalgamation, it had been known , Re-numbered and distinguished as being Kolkata Municipal Corporation Premises No.168, Mahatma Gandhi Road, under Police Station Thakurpukur Kolkata - 700 082, in the District 24 Parganas (South) in its names and they used to pay the Municipal Taxes in respect of the said property .

AND WHEREAS by an Indenture dated the 3rd day of April,2013 made between **Shreepati Enclave Pvt. Ltd.**, therein described as the Vendor of the One Part And **Sukumal Chakraborty** therein described as the Purchaser of the Other Part and registered in the Office of the Additional Registrar of Assurance-I, Kolkata , and recorded in Book - I, CD Volune - 7 , Pages 1152 to 1171 , Being No.03282 for the year 2013 the said **Shreepati Enclave Pvt. Ltd** sold, transferred, conveyed to and unto the said **Sukamal Chakraborty** **ALL THAT** the land measuring 7 (Seven) Chittacks 20 (Twenty) Square Feet more or less being a portion of the said total land measuring 7 (Seven) Cottahs 13 (Thirteen) Chittacks 6 (Six) Square Feet more or less situate and lying at Mouza Haridevpur, R.S. Khatian No.557, R.S. Dag No.2, J.L. No.25 within the local limit of Kolkata Municipal Corporation being a portion of Premises No.168, Mahatma Gandhi Road, under Ward No.115 Police Station Thakurpukur, formerly Behala in the District of 24 Parganas (South) morefully particularly described in the **Schedule** thereunder written in the manner as also for the consideration therein mentioned.

AND WHEREAS the said **Shreepati Enclave Pvt.Ltd.** seised and possessed of **ALL THAT** the Land measuring **7 (Seven) Cottahs 5 (Five) Chittacks 31 (Thirty One)** Square Feet more or less **TOGETHER WITH** the ASB Sheded **structure standing thereon lying** situated at Premises No.168, Mahatma Gandhi Road under Police Station Thakurpukur, Kolkata - 700 082, Sub-Registry office Alipore, under KMC Ward No.115 , Being Assessee No.411150603369, free from all encumbrances, charges, liens, lispensens, attachments, trusts, claim, demand, mortgage, debutters, debts, uses, licenses, requisitions, acquisitions and alignments, etc., whatsoever

AND WHEREAS the Owner herein as per request of the Developers herein for development of the said Premises to be developed has appointed the Developer as the Developer for undertaking the Development of the said premises inter-alia on the terms and conditions recorded hereunder.

AND WHEREAS at or before entering into this Development Agreement, the Owner has assured represented to the Developer herein as follows:-

- i) The Owner herein has a marketable title and is the sole and absolute Owner of the said property morefully described in the **First Schedule** hereunder written and is absolutely seised and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said property free from all encumbrances, charges, liens, claims, demands mortgages, leases, occupancy right, trusts, debutter, prohibitions, restrictions, restriction covenants, executors, acquisitions, requisitions, attachments, vesting's, alignments, easements, liabilities and/or lispensens whatsoever.
- ii) Besides the Owner herein no one else has any right, title, interest, claim or demand whatsoever in respect of the said premises. The Owner confirms that they have not entered into any agreement for sale, transfer of otherwise in respect of the said premises nor has entered into any agreement for development in respect of the said premises or made any arrangement of any nature or in any way dealt with the said premises or any part thereof whereby their right title and interest as to the Ownership, use, enjoyment and development of the said premises or any part thereof is or may be affected in any manner whatsoever.
- iii) Any outstanding rates taxes and outgoings payable in respect of the said premises upto the date of execution of these presents, if any shall be paid by the Owner herein.
- iv) The Owner is fully and sufficiently entitled to enter into the agreement recorded herein and there is no legal bar or impediment whatsoever in this regard.
- v) The Owner is in peaceful vacant possession of the entirety of the said premises save and except the part or portion under the occupation of the tenants.
- vi) The Developer has after being satisfied themselves relating to title of the Owner to the said property and also satisfied themselves relating to the clear title of the Vendor to the

property without any defect. Relied upon the said representations and believing the same to be true and acting on the good faith thereof has agreed to undertake the development work of the said premises and on the terms and conditions recorded herein and have agreed to enter into this Development Agreement

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed to by and between the Parties hereto as follows:-

ARTICLE - I DEFINITIONS

THE TERMS IN THESE PRESENTS SHALL, UNLESS THESE ARE CONTRARY TO OR REPUGNANT TO THE SUBJECT OR CONTEXT, HEREIN MEAN AND INCLUDE THE FOLLOWING:

- 1.1 **ARCHITECT** shall mean any person or any firm or firms to be appointed or nominated by the Developer herein with the prior approval and consent of the Owner herein with the prior approval and consent of the Owner herein
- 1.2 **BUILDING/NEW BUILDING** shall mean the building or buildings to be constructed at the said demised premises morefully described in the Schedule hereunder written pursuant to the Plan/Plans to be sanctioned by the Kolkata Municipal Corporation and other appropriate authority or authorities with necessary additional structures like pump house, lift room etc. and shall include the car parking and other spaces intended for the use and occupation of the building(s).
- 1.3 **OWNER and DEVELOPER** means as stated herein above mentioned in this agreement and shall include their respective heirs, executors administrators, legal representative successors and/or successors-in-interest and successors-in-office
- 1.4 **COMMON FACILITIES / PORTIONS** shall include such common areas and installations in the Building and the premises, after the Development, like staircases, landings , lift , generator , lift machine room, passages, path ways water pump and common electrical and plumbing installations as may be decided and/or provided by the Developer.
- 1.5 **PREMISES** shall mean the Premises No. 168, Mahatma Gandhi Road under Police Station Thakurpukur , Kolkata - 700 082, **Kolkata**

Municipal Corporation Assessee No. under KMC Ward No.115, containing by estimation an area of the land measuring 7 (Seven) Cottahs 5 (Five) Chittacks 31 (Thirty One) Square Feet more or less **TOGETHER WITH** the tile shed structure and other constructions erected thereon more fully described in the **First Schedule** hereunder written and shall also include the new building and/or structure to be constructed or erected thereon, wherever the context permits.

- 1.6 **PLAN/PLANS** shall mean the plans of the Building to be sanctioned and approved by the Kolkata Municipal Corporation and shall also, wherever the context permits, include such plans , drawings, designs, elevations and specifications as are prepared by the Architect(s) including variations/ modifications therein, if any , as well as all revisions, renewals and extensions thereof , if any. The Sanction Plan being B.P.No.2016/30041 dated 11.05.16, for the project will be signed by the Constituted Attorney for and on behalf of the Owner with approval from Owner before the same is submitted to Kolkata Municipal Corporation for sanction, and all variation thereto if made shall also be signed by the said attorney with approval of the Owner.
- 1.7 **OWNER'S ALLOCATION** shall mean and include the **50% (Fifty) percent of the Covered Car Parking Space on the Ground Floor and 100 Sft. Shop room more or less on the Ground Floor , 50% of the First Floor and Fourth Floor and entire Third Floor** of the said proposed new building **TOGETHER WITH** an undivided indivisible impartible proportionate share and/or interest in the land and common portions and morefully described in the **Fifth Schedule** hereunder written.
- 1.8 **DEVELOPER'S ALLOCATION** : shall mean and include the **50% (Fifty) percent of the Covered Car Parking Space on the Ground Floor and Remaining Shop Rooms on the Ground Floor, 50% of the First Floor and Fourth Floor and entire Second Floor** of the proposed new building **TOGETHER WITH** an undivided indivisible impartible common Portions and morefully described in the **Sixth Schedule** hereunder written.
- 1.9 **ALTERNATE ACCOMMODATION**: The developer arrange three alternate accommodation and the rent of the said accommodation borne by the Developer.
- 1.10 **PROPORTIONATE** with all its cognate variations shall mean such ratio, the covered area of any Unit or Units be in relation to the Covered/Built-up Area of all the Units in the Building along with the common areas.

- 1.11 The **REFUNDABLE SECURITY DEPOSIT** shall mean the sum of **Rs.30,00,000/- (Rupees Thirty Lakhs)** only to be paid by the Developer to the Owner, as and by way of **interest free Refundable Security Deposit** morefully stated **Article-VI** herein
- 1.12 **THE PROJECT** shall mean the work of development undertaken and/or to be done by the Developer in pursuance hereof at the entire costs, charges and expenses of the Developer which the Owner shall never be liable or responsible for the same till the Development of the premises is and completed and completion certificate is issued by the KMC.
- 1.13 **UNIT** shall mean and flat or other constructed area in the Building, which is capable of being exclusively owned, used and/or enjoyed by any unit Owner.
- 1.14 **UNIT OWNER** shall according to its context, mean all persons who acquire and own different Units in the Building including the Owner and the Developer in respect of such units as may be retained by them respectively from time to time.
- 1.15 **GST:** All Taxes outgoings and other imposition including GST to be levied upon the Owner/Developer shall be paid and borne by the Owner/Developer herein inter-alia
- 1.16 **FORCE MAJEURE** shall include natural calamities, Act of God, flood, earthquake, riot, war, storm, tempest, fire, civil commotion, , civil war air raid, strike , notice , injunction or prohibitory order from corporation (not due to deviation from plan by the Developer) or any other statutory body or any Court , Government Regulations, new and/or changes in any municipal or other rules , laws or policies affecting or likely to affect the project or any part or portion thereof.
- 1.17 **TENANT/OCCUPIER:** The Owner agreed and undertake that they Settle the Three Tenants/Occupier and the settlement cost and expenses or any space borne by the Owner.

And other Two Tenants (Two Shop room Tenants) settle by the Developer at their own cost and expenses.

ARTICLE - II PERMISSION TO CONSTRUCT

- 2.1 Pursuant to the said agreement and subject to the mutual obligation as **are** hereinafter stated between the parties hereto, the Owner hereby confirm having appointed the Developer as his **sole** Developer for the

purpose of undertaking the Project and the Development of the said Premises.

- 2.2 The Developer is entitled to enter into any portion of the Premises for the purpose mentioned in this Agreement to cause survey and soil testing, apply for and obtain clearances/permissions from all concerned authorities including Kolkata Improvement Trust, Departments of Survey, Drainage and water and/or other relevant Department of the Kolkata Municipal Corporation , Police and fire authorities, Urban Land Ceiling authorities and prepare and submit for sanction/revision/modification the Plans for construction of the New Building at the Premises and pay the sanction fees and other expenses for the same.
- 2.3 The Developer shall be entitled to set up a temporary site office and/or quarters for its staff at the premises and shall further be entitled to put up boards and signs advertising the project and post its watch and ward staff.

ARTICLE - III - PLANS

- 3.1 The Developer shall modification and /or alteration or revalidation the plan or plans with consultation and approval of Owners for the purpose of application for re-sanction the at its own costs and shall cause Plan (s) sanctioned by the Kolkata Municipal Corporation for construction of new multistoried building or buildings on the said premises and take necessary expeditious steps in this regard. The plan to be submitted by the Developer for re-sanction or modification or revalidation to the Kolkata Municipal Corporation for residential and Commercial building . The Developer may **with the prior information/consent of the Owner in writing** cause such changes, modifications, revisions or alterations to be made in the plans as are approved by the Architect (s) and/or as shall be required by the concerned authorities, from time to time and shall be informed in writing to the Owner.
- 3.2 The Developer may from time to time **after obtaining written consent from the Owner** sign and submit on behalf of and/or the name of the owner all plans, applications , other documents and papers , etc. and do all further acts, deeds things as may be required for the purpose, and/or for obtaining all such clearances sanctions, permissions and/or authorities as shall be necessary for the construction of the building(s) on the said premises expeditiously and shall simultaneously keep the Owner informed about the same in writing.

- 3.3 All applications, plans other papers and documentation in compliance with relevant laws referred to in this Agreement shall be submitted by and in the name of the Owner. At the request of the Developer, the Owner shall forthwith sign personally all documents that may be required. All fees and other expenses incurred and/or to be incurred relating to mutation and preparation of the plans by the Architect and the sanction fee charged or to be charged by the Kolkata Municipal Corporation and other authorities shall be paid by the Developer in compliance with this Agreement.

ARTICLE - IV-POSSESSION

- 4.1 Subject to Clause 1.10 hereinabove the Owner shall give access of the aforesaid premises to the Developers after the execution of this Agreement enabling the Developers if any survey the entire premises and for carrying out soil testing and preparation of the proposed building on the said property **and the Developer shall within two months from the date hereof part and /or commence the construction work as per sanctioned plan of KMC which will be obtained by the Developer within one month from the date hereof.**
- 4.2 Subject to Force Majeure the construction of the building shall be completed within 36 (Thirty) Months from the date of handing over vacant possession of the said property **except the tenanted portion in the said premises.**
- 4.3 The Developers shall on completion of the new building put the Owners in undisputed possession of the new building and owners shall enjoy the said owners allocation together with all rights in common areas to the common parts as absolute Owners thereof.
- 4.4 The Developers shall after handing over the Owner's allocation to the Owner be exclusively entitled to the Developers Allocation in the new building and negotiate to transfer or otherwise deal with or dispose of the same without however prejudicially affecting the right, title, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developers Allocation
- 4.5 In terms of Article 1, Sub Article -10, the Owner shall handover the vacant and peace full Khas possession of the entirety of the said premises No.168, Mahatma Gandhi Road, under Police Station Thakurpukur, Kolkata - 700 082 **excepting the tenanted portion** morefully described in the **First Schedule** hereunder written to the

Developer within 45 days from the date of execution of this Agreement

- i) The Owner shall hand over peaceful vacant possession of the said Premises to the Developer herein excepting the portion of the tenanted area.
- ii) The Developer shall simultaneously with the execution of this agreement provide 3 alternate/temporary accommodation(Two Bed Room, Toilet, Kitchen) to the Owner within 2 K.M. of the said premises during the construction period and one shop room of 40 Sft. within the 50% born by the developer in the said premises.
- iii) The Owner shall vacate the temporary accommodation upon receiving the physical and peaceful possession of such portion of their allocation.

ARTICLE - V CONSTRUCTION

- 5.1 The Developer shall cause the existing building and other structures standing at the said Premises to be demolished within 45 days of vacating the portion occupied by the Owner.
- 5.2 The Developer shall construct and complete the New Building at the said premises in accordance with the plans , drawings and specifications as per sanctioned Plan being **B.P. No. 2016/30041 dated 11.05.16**, with such amendments/ deviations/ variations as may be necessary and/or sanction able.
- 5.3 For the purpose of construction of the New Building at the said premises the Developer with the approval of the Owner shall be entitled to take all necessary steps including appointing, engaging and employing Architects, contractors, sub-contractors, engineers, labourers, mistries, technicians, caretakers, guards and other workers , labours staff and employees and at such wages, salary and/or remuneration and on such terms and conditions as be deemed necessary and/or fit and proper by the Developer.
- 5.4 The Developer is obliged to supervise and manage the progress and the day to day work of construction of the New Building at its own costs.
- 5.5 The Developer shall be obliged to do all works as will be required for the Project and to utilise the existing water, electricity and telephone connections, if any, in the premises at its own costs. The Developer

shall have the right to obtain temporary and/or permanent connection of utilities for the project and the Owner shall, if required by the Developer, sign and execute all papers, applications and documents thereof.

- 5.6 The Owner's Allocation shall be constructed by the Developer for and on behalf of the Owner and similarly the Developer shall construct the Developer's Allocation for and on account and on behalf of the Developer and/or on behalf of the prospective buyers of the Developer's Allocation.

ARTICLE - VI CONSIDERATION

- 6.1 The Developer shall pay a total sum of Rs.30,00,000/- (Rupees Thirty Lakhs) only to the Owner as and by way of Refundable (interest free) Security Deposit to be paid in the manner as follows:-
- a) Rs.15,00,000/- (Rupees Fifteen Lakhs) only on or before execution of this Agreement (the receipt whereof the Owner doth hereby admit and acknowledge the same as per memo of consideration hereunder written)
 - b) Rs.15,00,000/- (Rupees Fifteen Lakhs) only within 5 (Five) months from the date of execution of this agreement.
- 6.2 The Owner shall refund the above refundable Security Deposit the sum of **Rs.30,00,000 (Thirty Lac)** to the Developer after completion of the 4th floor Super-structure of the said proposed new building.

ARTICLE - VII- SPACE ALLOCATION

- 7.1 The Owner's Allocation shall be the absolute property of the Owner and the Owner shall be entitled to sell, transfer, Gift, and/or otherwise deal with and/or dispose of the Owner's Allocation or any portion thereof in any manner whatsoever to receive and appropriate the full consideration and the rents issues and profits thereof and for such purpose to enter into agreements for sale/transfer/disposal of the Owner Allocation or any portion thereof and to receive part payments for the same and no further consent of the Developer shall be required for the same Provided However if at any time it shall be necessary or required by the Owner to make the Developer join as the Confirming Party, the Developer shall also sign and execute such agreements, deeds and documents as a Confirming Party. All moneys to be received in respect of the Owner Allocation shall belong

- 11.3 The Common portions including the land appurtenant to the New Building entrance lobbies, staircases, lift etc. comprised in the Premises shall be used in common by the Owner, the Developer and their respective nominee or nominees, being the holders / Purchasers of Units.
- 11.4 Each of the Parties hereto shall own and hold their respective allocations and/or restrict their respective buyers to own and hold their respective Units on the similar terms and conditions and restrictions as regards the user and maintenance of the New building and payment of maintenance charges and other outgoings as may be decided by both the Developer and Owner.
- 11.5 The Owner and the Developer shall from the date of delivery of possession of their respective Allocation maintain their respective portions at their own costs in a good and tenantable repair and shall not do or suffer to be done anything in or to the said premises and/or common areas and passages of the said building which may be against law or which will cause obstruction or interference to the user of such common area.
- 11.6 The Owner and the Developer shall not do or suffer to be done any thing in or to the Premises and/or common areas and passages of the New Building which may be against the law or which will cause obstruction or interference to the users of such common portions and areas.

ARTICLE - XII- OBLIGATION OF THE OWNER

- 12.1 The said premises has already been mutated in the name of the Owner .
- 12.2 The Owner has already cleared off all arrears of KMC taxes and other outgoings in respect of the Premises upto 2020-2021 in case any outgoings relating upto the date hereof is found, then the same shall be removed at the costs of the Developer.

ARTICLE - XIII GENERAL / MISCELLANEOUS

- 13.1 The Owner shall grant to the Developer **J.B. CONSTRUCTION** and its Partners a registered Power of Attorney at the cost charges and expenses of the Developer herein authorising them to represent the Owner before The Kolkata Municipal Corporation, Kolkata Metropolitan Development Corporation, CESC and the authority under the West Bengal Building (regulation of Promotion of

- Construction and Transfer by Promoters) Act, 1993 and to do all acts and sign all agreements, deeds papers and documents as be necessary for the Project and/or in pursuance hereof for and/or on behalf of and/ or in the name of the Owner including for obtaining permissions, sanctions, licenses etc., contracting the building and completing the Project and for selling, transferring and executing Agreement for Sale and deeds of Conveyances in respect of the Developer' Allocation presenting such deeds for registration, admitting execution before the registration authority and getting the same registered as per law.
- 13.2 Nothing contained herein is intended to nor shall be construed as a partnership or joint Venture between the parties hereto. The Agreement recorded herein shall not constitute a partnership or an association of persons.
- 13.3 Both parties agree and undertake to co-operate with and assist the Owner in all respect regarding the project whenever and required , and also to sign and furnish all necessary papers, documents , particulars, applications that may be required.
- 13.4 The Developer shall be obliged at its own costs to take all steps and to do all acts, deeds as may be required for development of the said premises and/or for construction of the New Building thereon.
- 13.5 The Owner agrees to sign all papers, documents, confirmations and/or authorities as may be required by the Developer, from time to time for the Project, relating to construction of the New building and sale of the Developer's Allocation and the Owner shall fully co-operate with the Developer in all respect .
- 13.6 Any notice required to be given by any of the parties hereto to the other shall be deemed to have been served on the parties concerned if served through registered post/speed post with acknowledgement due.

ARTICLE - XIV - BREACH AND CONSEQUENCES

- 14.1 In the event of Owner and Developer to this agreement committing default breach of any of its obligations under this Agreement or otherwise , the aggrieved party shall be entitled to specific performance and also to recover damages and compensation for the loss sustained by the aggrieved party on account of such breach from the party committing the breach.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Developer's Allocation)

ALL THAT the 50% (Fifty percent) of the Covered Car Parking Space on the Ground Floor and Remaining Shop Rooms on the Ground Floor, 50% of the First Floor and Fourth Floor and entire Second Floor of the new multistoried building **TOGETHER WITH** undivided proportionate share in the land lying and situate at and being K.M.C. Premises No.168, Mahatma Gandhi Road, under Police Station Thakurpukur, Kolkata - 700 082, **TOGETHER WITH** right of use and enjoyment of the common areas, common parts and common facilities available to the building together with the fittings, fixtures and arrangements and arrangements as described in the **Second Schedule** hereunder written.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED AND DELIVERED BY THE OWNER AT KOLKATA IN THE PRESENCE OF :

SHREEPATI ENCLAVE P.L.

[Signature]
Director

SHREEMATI ENCLAVE P.L.

[Signature]

(OWNER)

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

J. B. CONSTRUCTION

[Signature]
Partner

Witnesses:

1. *Subarnal Chatterjee*
257 V. Bena Road
Kolkata - 700060

2. *Anil Das*
Deodas Place,
Garia Station Road,
Kolkata - 89.

[Signature]
Partner

(DEVELOPER)

[Signature]
[Signature]
ADV.
Mitre Police and
W-27.
27/06/70

MEMO OF CONSIDERATION

Received a sum of Rs.15,00,000/- (Rupees Fifteen Lakhs) only from within mentioned Developer towards refundable Agreement Money as per memo given below:

Cheque No.	Dated	Amount	Name of the Bank
000090	12.04.2021	Rs,15,00,000/-	ICICI Bank, B.L.Shah Road Branch , Kolkata

(Rupees Fifteen Lakhs only).

Witnesses:

1. *Sukant Choudhary*

2. *Amal Das*

SHREEPATI ENCLAVE PVT. LTD.

Sudhakar S
Director

SHREEPATI ENCLAVE PVT. LTD.

Bimal Choudhary
Director

SIGNATURE OF THE OWNER

/



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature *[Handwritten Signature]*



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature *Rinwel chowdhury*



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature *Jaydebroy Pd Jaiswal*



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature *Gishi Jha*

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SHREEPATI ENCLAVE PRIVATE
LIMITED

17/12/2009
Permanent Account Number
AANCS6818C

07012010

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाने :
आयकर पैन सेवा इकाई, एन एस डी एल
तीसरी मंजिल, सफायर चेंबरस,
बानेर टेलिफोन एक्सचेंज के नजदीक,
बानेर, पुना - 411 045

*If this card is lost / someone's lost card is found,
please inform / return to :*
Income Tax PAN Services Unit, NSDL
3rd Floor, Sapphire Chambers,
Near Baner Telephone Exchange,
Baner, Pune - 411 045

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

SHREEPATI ENCLAVE PVT. LTD.

Director

Director


आयकर विभाग
INCOME TAX DEPARTMENT
SADHAN ROY
SUBODH ROY
15/08/1958
Permanent Account Number
AEYRR4860B
Signature
भारत सरकार
GOVT. OF INDIA



In case this card is lost / found, kindly inform / return to :
Income Tax PAN Services Unit, UHTSL
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.
इस कार्ड के खोने/पाने पर कृपया सूचित करें/ लौटाएं :
आयकर पैन सेवा यूनिट, UHTSL
प्लॉट नं. 3, सेक्टर 11, सी.बी.डी. बेलपुर
नवी मुंबई - 400 614.

Sadhan Roy

PERMANENT ACCOUNT NUMBER
ACRPC3158N



NAME
BINOD KUMAR CHOWDHURY

FATHER'S NAME
KISHAN LAL CHOWDHURY

DATE OF BIRTH
03-11-1964

SIGNATURE
Binod Chowdhury

B. K. Chowdhury
COMMISSIONER OF INCOME-TAX, W.B. - 11

यदि कार्ड नष्ट हो जाए / बिना कार्ड का प्रयोग करती बनने
कासे अधिकारी को सूचित / बापस कर दें
सुदा अफसर कायदा (बदलि एवं तकनीकी),
सी. 7,
चौवर्गहरी स्क्वायर,
कलकत्ता - 700 069.

In case this card is lost/used, kindly inform/return to
the issuing authority:
Joint Commissioner of Income-tax (System & Technical),
P-7,
Chowringhee Square,
Calcutta- 700 069.

Binod Chowdhury

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAQPJ4215E



श्री J. B. CONSTRUCTION

निर्माण/कंस्ट्रक्शन
Date of Incorporation/Registration
01/08/2018

04082018

FORM 1015-1001 / PERMANENT ACCOUNT NUMBER
ADRPJ1099C

PHOTO

NAME
JAGDARAY PRASAD JAISWAL

FATHER'S NAME
CHHEDAL JAISWAL

DATE OF BIRTH
02-02-1979

SIGNATURE
Jagdaray Prasad Jaiswal

COMMISSIONER OF INCOME TAX, W.D. - II

Jagdaray Prasad Jaiswal

Jagdaray Prasad Jaiswal

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

BABI JAISWAL
CHHOTELAL JAISWAL
68101975

Permanent Account Number

AHVPJ1998G

Signature



B. K. Jaiswal

Major Information of the Deed

Deed No :	I-1603-03106/2021	Date of Registration	12/04/2021
Query No / Year	1603-2000675717/2021	Office where deed is registered	
Query Date	27/03/2021 8:08:28 PM	1603-2000675717/2021	
Applicant Name, Address & Other Details	Amal Das High Court,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9831792270, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 15,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,46,47,400/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,121/- (Article:48(g))	Rs. 15,053/- (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mahatma Gandhi Rd, Road Zone : (Kabar Danga More -- Karunamoyee Ghat Road (Premises Located on M.G.Road)) , , Premises No: 168, , Ward No: 115 Pin Code : 700082

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	7 Katha 5 Chatak 31 Sq Ft	1/-	1,35,22,400/-	Width of Approach Road: 40 Ft.,
Grand Total :				12.1367Dec	1 /-	135,22,400 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1500 Sq Ft.	1/-	11,25,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1500 sq ft	1 /-	11,25,000 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Shreepati Enclave Private Limited 69a, Shambhunath Pandi Street, P.O:- Kalighat, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025 , PAN No.:: AAxxxxx8C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Major Information of the Deed

Deed No :	I-1603-03106/2021	Date of Registration	12/04/2021
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Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 15,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,46,47,400/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 20,121/- (Article:48(g))	Rs. 15,053/- (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mahatma Gandhi Rd, Road Zone : (Kabar Danga More -- Karunamoyee Ghat Road (Premises Located on M.G.Road)) , , Premises No: 168, , Ward No: 115 Pin Code : 700082

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Grand Total :				12.1367Dec	1 /-	135,22,400 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1500 Sq Ft.	1/-	11,25,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1500 sq ft	1 /-	11,25,000 /-	










Land Lord Details :



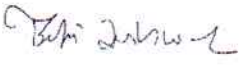
Sl No	Name, Address, Photo, Finger print and Signature
1	Shreepati Enclave Private Limited 69a, Shambhunath Pandi Street, P.O:- Kalighat, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025 , PAN No.:: AAxxxxxx8C, Aadhaar No Not Provided by UIDAI, Status : Organization, Executed by: Representative, Executed by: Representative

Developer Details :




SI No	Name,Address,Photo,Finger print and Signature
1	<p>J. B. Construction 342/b, Rai Bahadur Road, P.O:- New Alipore, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700053 , PAN No.:: AAxxxxxx5E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	<p>Name Mr Sadhan Roy Son of Late Subodh Roy Date of Execution - 12/04/2021, , Admitted by: Self, Date of Admission: 12/04/2021, Place of Admission of Execution: Office</p>	 <p>Apr 12 2021 1:06PM</p>	 <p>LTI 12/04/2021</p>	<p>Signature  12/04/2021</p>
<p>18a, Gobinda Bose Lane, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx0B, Aadhaar No: 38xxxxxxxx7875 Status : Representative, Representative of : Shreepati Enclave Private Limited (as DIRECTOR)</p>				
2	<p>Name Mr Binod Kumar Chowdhury Son of Late Kishan Lal Chowdhury Date of Execution - 12/04/2021, , Admitted by: Self, Date of Admission: 12/04/2021, Place of Admission of Execution: Office</p>	 <p>Apr 12 2021 1:06PM</p>	 <p>LTI 12/04/2021</p>	<p>Signature  12/04/2021</p>
<p>37, Dimond Harbour Road, P.O:- Taratala, P.S:- TARATALA, District:-South 24-Parganas, West Bengal, India, PIN - 700038, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx8N, Aadhaar No: 46xxxxxxxx0107 Status : Representative, Representative of : Shreepati Enclave Private Limited (as DIRECTOR)</p>				
3	<p>Name Mr Jagadambay Prasad Jaiswal (Presentant) Son of Late Chedilal Jaiswal Date of Execution - 12/04/2021, , Admitted by: Self, Date of Admission: 12/04/2021, Place of Admission of Execution: Office</p>	 <p>Apr 12 2021 1:08PM</p>	 <p>LTI 12/04/2021</p>	<p>Signature  12/04/2021</p>
<p>287 Rai Bahadur Road, 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.:: ADxxxxxx9C, Aadhaar No: 88xxxxxxxx2279 Status : Representative, Representative of : J. B. Construction (as PARTNERS)</p>				

Name	Photo	Finger Print	Signature
Mr Bapi Jaiswal Son of Mr Chhotelal Jaiswal Date of Execution - 12/04/2021, , Admitted by: Self, Date of Admission: 12/04/2021, Place of Admission of Execution: Office	 Apr 12 2021 1:07PM	 LTI 12/04/2021	 12/04/2021
13, S M C Road, Champdani, P.O:- Baidyabati, P.S:- Haripal, District:-Hooghly, West Bengal, India, PIN - 712222, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx8G, Aadhaar No: 82xxxxxxxx9109 Status : Representative, Representative of : J. B. Construction (as PARTNERS)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Amal Das Son of Late Haripada Das Alipore Police Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027	 12/04/2021	 12/04/2021	 12/04/2021
Identifier Of Mr Sadhan Roy, Mr Binod Kumar Chowdhury, Mr Jagadambay Prasad Jaiswal, Mr Bapi Jaiswal			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Shreepati Enclave Private Limited	J. B. Construction-12.1367 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Shreepati Enclave Private Limited	J. B. Construction-1500.00000000 Sq Ft

On 12-04-2021

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 : 4E (g) of Indian Stamp Act 1899.

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

Presented for registration at 11:56 hrs on 12-04-2021, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr Jagadambay Prasad Jaiswal ,.

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 1,46,47,400/-

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

Execution is admitted on 12-04-2021 by Mr Sadhan Roy, DIRECTOR, Shreepati Enclave Private Limited (Private Limited Company), 69a, Shambhunath Pandi Street, P.O:- Kalighat, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025

Identified by Mr Amal Das, , , Son of Late Haripada Das, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Execution is admitted on 12-04-2021 by Mr Binod Kumar Chowdhury, DIRECTOR, Shreepati Enclave Private Limited (Private Limited Company), 69a, Shambhunath Pandi Street, P.O:- Kalighat, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700025

Identified by Mr Amal Das, , , Son of Late Haripada Das, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Execution is admitted on 12-04-2021 by Mr Jagadambay Prasad Jaiswal, PARTNERS, J. B. Construction (Partnership Firm), 342/b, Rai Bahadur Road, P.O:- New Alipore, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700053

Identified by Mr Amal Das, , , Son of Late Haripada Das, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Execution is admitted on 12-04-2021 by Mr Bapi Jaiswal, PARTNERS, J. B. Construction (Partnership Firm), 342/b, Rai Bahadur Road, P.O:- New Alipore, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700053

Identified by Mr Amal Das, , , Son of Late Haripada Das, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 15,053/- (B = Rs 15,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 15,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/04/2021 5:12PM with Govt. Ref. No: 192021220001593745 on 06-04-2021, Amount Rs: 15,021/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 61330177 on 06-04-2021, Head of Account 0030-03-104-001-16

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2021, Page from 101376 to 101417

being No 160303106 for the year 2021.



Digitally signed by DEBASISH DHAR
Date: 2021.04.30 13:48:20 +05:30
Reason: Digital Signing of Deed.

Dhar

(Debasish Dhar) 2021/04/30 01:48:20 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)

18568/22

E-18046/22



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL
 Certified that the document is submitted to
 registration. The signature sheets and
 the original document shall be sealed with the
 document as the part of this document.

28AA 696548

25.11.22
 Ce - 2123702168

[Signature]
 District Sub-Register-III
 Alipore, South 24-parganas

25 NOV 2022

SUPPLEMENTARY DEVELOPMENT AGREEMENT

THIS SUPPLEMENTARY DEVELOPMENT AGREEMENT is made on
 this 25th day of November Two Thousand and Twenty Two made

Certi
Regi
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beir

008423

11 AUG 2022

No.Rs. 20/- Date

Name:

Address:

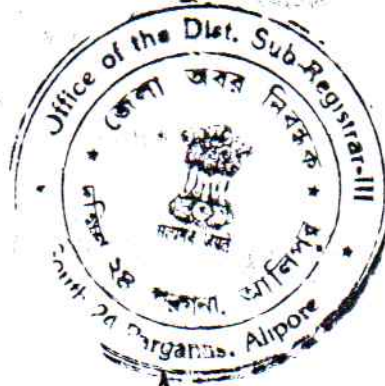
Vendor:

B. C. LAHIRI
Advocate

Alipur Collectorate, 24 Pgs. (SALIPUR JUDGE COURT)
KOL-27

SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol - 27

(Handwritten signature)



Identified by me .

*Amal Das 810 Late Gaur
Hari Das at Deodar Park
Garia Station Road, Kat-84
P.O. Garia, P.S. Bonarpur.*

DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
25 NOV 2022

BETWEEN SHREEPATI ENCLAVE PRIVATE LIMITED, a company incorporated under the Companies Act 1956 having its registered office at 69A, Shambhunath Pandi Street, under Police Station Bhowanipore, Kolkata -700 025, having its **Pan No. AANCS6818C**, represented by one of its two Directors namely **SADHAN ROY** son of Late Subodh Roy Hindu, Business, residing at 18A, Gobindo Bose Lane, under Police Station Kalighat, Post Office Bhowanipore, Kolkata - 700025, **Permanent Account No.AEYPR4860B Aadhar Card No.3897 0031 7875, Mobile No.98300 57488** And **BINOD KUMAR CHOWDHURY** son of Late Kishan Lal Chowdhury, Hindu, Business, residing at Shivamani Apartment, Flat No.D, 37, Dimond Harbour Road, P.O.Sahapur, Police Station New Alipore, Kolkata - 700 038, **Permanent Account No.ACRPC3158N, Aadhar Card No. 4609 3906 0107, Mobile No.98300 91877**, 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 its successor or successors in office and interest and assigns) of the **ONE PART**

AND



J.B. CONSTRUCTION , a Partnership firm having it's registered office at 342/B, Rai Bahadur Road, Police Station Behala, Post Office New Alipore , Kolkata - 700 053, having its **Pan No.AAOFJ4215E**, duly represented by its Partners namely **JAGADAMBAY PRASAD JAISWAL**, son of Late Chedilal Jaiswal, Hindu, Business, **Permanent Account No. ADRPJ1099C, Mobile No.98030226569, Aadhar No.8847 7643 2279**, residing at 287, Rai Bahadur Road, Police Station Behala, Post Office New Alipore , Kolkata - 700 053, **(2) BAPI JAISWAL** son of Chhotelal Jaiswal , Hindu, Business, **Permanent Account No.AHVPJ1998G, Aadhar No.8287 1597 9109, Mobile No.99032 01874**, residing at 13, S.C.M. Road, Champdani, Police Station Bhareswar , Post Office Baidyabati, Hooghly, Pin Code 712222, hereinafter called and referred to as the "**DEVELOPERS**" (which term or expression shall unless excluded by or repugnant to the subject or context

be deemed to mean and include their respective heirs, successor or successors , executors, administrators , legal representatives and assigns) of the **OTHER PART**.

WHEREAS by a **Development Agreement** dated 12th day of April, 2021 made between **SHREEPATI ENCLAVE PRIVATE LIMITED**, therein described as the Owner of the First Part and **J.B.CONSTRUCTION** therein described as the **Developer** of the Other Part which was duly registered at office of the District Sub Registrar – III, at Alipore, and recorded in Book – I, CD Volume 1602-2021 Pages 101376 to 101417 Being No. 160303106 for the year 2021, morefully described in the said **Development Agreement dated 12.04.2021**.

AND WHEREAS the Said **SHREEPATI ENCLAVE PRIVATE LIMITED**, represented by its **Directors** executed a Registered **Power of Attorney** dated 13th day of April,2021 in favour of **J.B.CONSTRUCTION** and its Partners Jagadambay Prasad Jaiswal and Bapi Jaiswal and was Registered in the office of the District Sub Registrar – III , at Alipore, South 24 Parganas and recorded in Book-I, Volume No.1603-2021 , Pages 104176 to 104202 Being No. 1603-03117, for the year 2021, morefully and particularly described in the said **Power of Attorney dated 13.04.2021**.

AND WHEREAS in terms of the said Development Agreement (hereinafter referred to as the Development Agreement) entered into by and between the OWNER of the Premises No.168, Mahatma Gandhi Road, under Police Station Haridevpur, Kolkata – 7000 082 under KMC Ward No.115, morefully and particularly described in **Schedule – A**, hereinafter written and **J.B . Construction**, hereinafter referred to as the Developer, the Owner granted to the **DEVELOPER** exclusive right of development of the said (Premises No.168, Mahatma Gandhi Road, under Police Station Haridevpur, Kolkata – 7000 082) property by construction of a Multistoried building thereon containing several flats , Commercial Space or spaces , Open and

Covered car parking space or spaces in terms of the said Development Agreement dated 12.04.2021 and sanction Building Permit No.2016130041 dated 11.05.2016, of Kolkata Municipal Corporation Ward No.115.

AND WHEREAS in-terms of the said Development Agreement the Developer took delivery of possession of the entire Premises No.168, Mahatma Gandhi Road, under Police Station Haridevpur, Kolkata – 7000082 and demolished the existing building thereon for the purpose of commencement of construction as per Sanction Building Permit No.2016130041 of Kolkata Municipal Corporation.

AND WHEREAS Developer shall pay the Non-refundable Consideration amount of Rs.2,29,00,000.00 (Two Crore Twenty Nine) Lakhs only to the Owner morefully and particularly described in the **Scheule – B**, hereinafter mentioned

AND WHEREAS the Developer has already paid to the Owner the sum of Rs.15,00,000/- (Rupees Fifteen Lakhs) only as refundable and or adjustable security deposit morefully and particularly described in the said Development agreement dated 12.04.2021.

AND WHEREAS the **SECOND PART / DEVELOPER** construction of a multistoried building at the said premises as per sanction plan of the Kolkata Municipal Corporation and intends to allocate the flats and car parking space to the **FIRST PART** out of **Owners Allocation** .

AND WHEREAS the **FIRST PART** mutually allocated the **Flats** and **car parking space** at the said newly constructed building among themselves as setout below:-

- iv) **ALL THAT the flat (South -North- West , Road facing)** being Flat No.3A on the Third Floor measuring about 790 Square Feet more or less built up area lying situate at the **First Schedule Premises**, morefully and particularly described in the **Sechedule - "C"** hereinafter mentioned.
4. That the clause **Developers Allocation being the Sixth Schedule of page No.25** of the said Development Agreement dated the 12th day of April,2021, is hereby altered /modified to read as follows, and the old and existing clause No.1.8 of Page No.12 and the Sixth Schedule i.e. Developers Allocation of Page No.25 be treated as substituted and cancelled after registration of this Agreement.
5. **DEVELOPERS ALLOCATION** : The Developer shall get the remaining **Flat or Flats, Commercial Spaces or Spaces , Open and Covered Carparking Spaces and other Space or Spaces (save and except the Owners Allocation)** in the new building lying situated at the **Schedule - "A"** mentioned premises shall be completed by the Developer, morefully and particularly described in the **Schedule - "D"** hereinafrter mentioned.
- i) **ALL THAT** the remaining covered and open to sky car parking spaces and other Space or Spaces on the Ground Floor in the new building at the said premises.
6. That Clause being the Clause No.1.11 of Page No.13 and **Articles - VI Consideration** under Clause 6.1 a) & b) & 6.2 of Page No.17, of the said Development Agreement dated the 12th day of April,2021, be and is hereby altered /modified to read as follows, and the old and existing Clause No.1.11 of Page 13 and **Articles - VI Consideration**