

পশ্চিমবঙ্গ पश्चिम बैंगाल WEST BENGAL

E 126696

8. 4. 353 4x 3/8

Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attrached with this document are the part of this document.

District Sub-Registrar-II .

Alipore, South 24 Parganas

- 5 SEP 2019

AGREEMENT FOR DEVELOPMENT

BETWEEN

<u>SMT. SIKHA KOLAY (PAN – AAOPK9851B)</u>, Wife of, Ananda Kumar Kolay, By Occupation-Business, by faith- Hindu, by Nationality- Indian, Residing at, 23/48, Karunamoyee Ghat Road, P.O.- Haridevpur, P.S.- Haridevpur, Kolkata- 700082, hereinafter called and referred to as the "<u>OWNER</u>" (which expression shall unless otherwise repugnant to the context be deemed to mean and include her heirs, successors, executors, representatives, administrators, and assigns) of the <u>ONE PART</u>;

AND

M/S. R.P. ENTERPRISE (PAN- ANMPS2221A), A Proprietorship Concern, having its registered office at, 2/31, Karunamoyee Ghat Road, P.O.- Haridevpur, Police Station — Haridevpur, Kolkata- 700082, District:- South 24-Parganas, represented by its Sole Proprietor <u>SRI GOPAL SAHA (Pan — ANMPS2221A)</u>, son of, Kartick Chandra Saha, faith Hindu, by Nationality Indian, by occupation Business, Residing at, 2/31, Karunamoyee Ghat Road, P.O.- Haridevpur, Police Station — Haridevpur, Kolkata- 700082, District:- South 24-Parganas, hereinafter referred to as "<u>the DEVELOPER</u>" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its, executors, successors, administrators, representatives and/or assigns) of the <u>OTHER PART</u>;

Whereas the OWNER herein got and became the absolute OWNER of ALL THAT piece or parcel of Bastu land measuring about 02 Cottahs 10 Chittaks, more or less, which is lying and situated under Mouza - Siriti, Pargana – Magura, R.S. Dag No. 703, & R.S. Khatian No. 279, Touzi No.- 238, R.S. No.- 29, J.L. No.-11, being KMC Premises No. 103D, Karunamoyee Ghat Road, P.O.- Haridevpur, Kolkata- 700082, & Mailing address is 23/48, Karunamoyee Ghat Road, Kolkata- 700082, P.S.- Initially Behala, thereafter Thakurpukur, at present Haridevpur, Ward No.- 115, within the Municipal Limits of The Kolkata Municipal Corporation, District 24-Parganas(S), ADSR- Behala, Assessee No. 411150505852, more fully described in the FiRST SCHEDULE hereunder, by virtue of a Deed of Gift dated 16.11.1994, which was duly registered in the Office of District Sub Registrar - II, Alipore and recorded in Book No. I, Volume No. 2, Pages from 270 to 280, being Deed no. 186, year 1994, from Smt Chandi Bala Kolay, wife of, Late Dhirendra Nath Kolay and possessed the said property without any liabilities and encumbrances.

And whereas the property is not yielding any profit or benefits to the OWNER above named and thus the OWNER decided to develop the said property by raising construction of building on the said property;

And whereas having no requisite fund, experience or workmanship, the OWNER ultimately decided to place the responsibility for development of the said property to a competent person or persons having adequate experience, goodwill, workmanship and financial means to undertake the responsibility for construction of the proposed building/buildings till completion.

And whereas the developer above named took inspection of the said property and then the developer agreed to take the responsibility for development of the proposed building/buildings till completion at his costs and responsibilities and the parties accepted the proposal of this agreement for development of the property on the following terms and conditions:-

At or before the execution of this Agreement the OWNER has assured and represented the Developer as follows:

The OWNER is the Sole OWNER of ALL THAT piece or parcel of Bastu land measuring about 02 Cottahs 10 Chittaks, more or less, which is lying and situated under Mouza - Siriti, Pargana – Magura, R.S. Dag No. 703, & R.S. Khatian No. 279, Touzi No.- 238, R.S. No.- 29, J.L. No.-11, being KMC Premises No. 103D, Karunamoyee Ghat Road, P.O.- Haridevpur, Kolkata-700082, & Mailing address is 23/48, Karunamoyee Ghat Road, Kolkata-700082, P.S.- Initially Behala, thereafter Thakurpukur, at present Haridevpur, Ward No.- 115, within the Municipal Limits of The Kolkata Municipal Corporation, District 24-Parganas(S), ADSR- Behala, Assessee No. 411150505852, more fully described in the FIRST SCHEDULE hereunder;

- a) The abstract of title of the OWNER to the said premises as mentioned hereinabove are true and correct,
- b) The OWNER has paid all taxes to the KMC and other outgoings and impositions in respect of the said premises up-to-date, till execution date of this Development Agreement.

- c) The OWNER is in entirely khas possession of the Said Premises.
- d) There are no suits and/or legal proceedings and/or litigations pending in any court involving the question of title to the Said premises or any part thereof involving the OWNER. Neither there is any separate agreement/agreements with anyone else relating to the Said Premises.
- e) There are no arrears of taxes and/or dues of the OWNER with the Income Tax, Wealth Tax, Gift Tax and/or other appropriate body or authorities that may affect Said Premises in any manner whatsoever. Neither the Said Premises nor any part thereof has been attached under any Decree or order of any court of law or due to Income Tax, Revenue or any other Public Demand.
- f) There are no impediments or bar under any law or statute as on the date of this Agreement by which the OWNER is prevented from selling or transferring her right, title, and interest in the Said Premises and as such the OWNER is entitled to execute the necessary deeds of Conveyance in favour of the Developer and/or the Purchaser/s of the developer's allocation as the case may be, in respect of the Said Building. Further the OWNER have not in any way dealt with the Said Premises whereby the right, title, and interest of the OWNER as to the Ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever.
- g) The Said Premises or any part thereof is at present not affected by any requisition or acquisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings have been received or come to the notice of the OWNER.
- h) The Said Premises is free from all mortgages, charges, loan, lien, lispendens, attachments, acquisitions, requisitions and any other encumbrances whatsoever.
- The OWNER is fully and sufficiently entitled to enter into this Agreement.

Relying on the aforesaid representations and believing the same to be true and after scrutinizing all the documents, and after searching in the registry offices the Developer is satisfied about the marketability of the title of the OWNER in the said property and accordingly the Developer has agreed to develop the Said Premises, to complete the Said Building and do the works on the terms mentioned hereunder.

2. DEFINITIONS:

The terms in these presents shall unless contrary or repugnant to the context, mean and include the following:

- 2.1. ADVOCATE: shall mean Sri Biswambar Paul, Advocate, Alipore Criminal Court of 232/68, Mahatma Gandhi Road, Kolkata-700104, to act on behalf of the Developer.
- 2.2. SAID PREMISES: shall mean and include ALL THAT piece or parcel of Bastu land measuring about 02 Cottahs 10 Chittaks, more or less, which is lying and situated under Mouza Siriti, Pargana Magura, R.S. Dag No. 703, & R.S. Khatian No. 279, Touzi No.- 238, R.S. No.- 29, J.L. No.-11, being KMC Premises No. 103D, Karunamoyee Ghat Road, P.O.-Haridevpur, Kolkata-700082, & Mailing address is 23/48, Karunamoyee Ghat Road, Kolkata-700082, P.S.- Initially Behala, thereafter Thakurpukur, at present Haridevpur, Ward No.-115, within the Municipal Limits of The Kolkata Municipal Corporation, District 24-Parganas(S), ADSR- Behala, Assessee No. 411150505852, more fully described in the FIRST SCHEDULE hereunder.
- 2.3. DEVELOPMENT AGREEMENT: shall mean this Agreement with such modifications and/or alterations as may be mutually agreed upon.
- 2.4. OWNER: shall mean and include SMT. SIKHA KOLAY (PAN AAOPK9851B), Wife of, Ananda Kumar Kolay, By Occupation- Business, by faith- Hindu, by Nationality- Indian, Residing at, 23/48, Karunamoyee Ghat Road, P.O.- Haridevpur, P.S.- Haridevpur, Kolkata-700082 and her legal heirs, executors, administrators, successors, legal representatives and assigns.
- 2.5. DEVELOPER: shall mean and include M/S. R.P. ENTERPRISE (PAN- ANMPS2221A), A Proprietorship Concern, having its registered office at, 2/31, Karunamoyee Ghat Road, P.O.-

Haridevpur, Police Station - Haridevpur, Kolkata- 700082, District:- South 24-Parganas, represented by its Sole Proprietor SRI GOPAL SAHA (Pan - ANMPS2221A), son of, Kartick Chandra Saha, faith Hindu, by Nationality Indian, by occupation Business, Residing at, 2/31, Karunamoyee Ghat Road, P.O.- Haridevpur, Police Station - Haridevpur, Kolkata- 700082, District:- 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 its, executors, successors, administrators, representatives and/or assigns).

- 2.6. SAID PLAN: shall mean the plan/s which may be sanctioned by the Kolkata Municipal Corporation with such modifications and/or alterations as may be required, or which may be made and prepared by the Developer from time to time in the Said Premises, at its Own cost.
- 2.7. SAID BUILDING: shall mean the G+3/G+4 storied building to be constructed in the Said Premises in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation consisting of self contained flats/shops/apartments/units/car parking spaces capable of being held and/or transferred and/or used and enjoyed independently of each other. The said proposed building name will be "Queen Majusree."
- 2.8. ARCHITECT: shall mean such qualified person/s who may be appointed by the Developer for the purpose of undertaking the preparation of the Said Plan and causing the same to be sanctioned by the Kolkata Municipal Corporation and also for carrying out the supervision and management of the construction of the Said Building at the Said Premises.
- 2.9. SPECIFICATIONS: shall mean the specifications of the materials to be used in course of construction of the Said Building more fully described in the FOURTH SCHEDULE hereunder written.
- 2.10. UNIT: shall mean and include the flat or other constructed area in the Said Building, which is capable of being exclusively owned, used and/or enjoyed by any unit OWNER.
- 2.11. COMMON AREAS & FACILITIES: shall mean and include such common areas and installations in the building and the premises, after the development, like staircases, landings, passages, path ways, water pump and common electrical and plumbing installations, Darwan Room as may be decided and/or provided by the Developer.

2.12. FORCE MAJEURE: shall include natural calamities, Act of God, flood, earthquake, riot, war, storm, tempest, 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 of portion thereof, shortage of essential commodities in the market and/or any circumstances beyond the control of the Developer.

- 2.13. FLAT OWNER: shall according to its context, mean all persons who acquire and own different units in the Said Building including the OWNER.
- **2.14. PROPORTION:** with all its cognate variations shall mean such ratio, the covered area of any unit or units be in relation to the covered areas of all the units in the Said Building.
- **2.15.** Word importing singular shall include plural and vice-versa, words importing masculine gender shall include feminine gender and neuter gender shall include masculine and neuter genders and similarly words importing neuter gender shall include masculine and feminine genders.

3. DEVELOPMENT RIGHTS AND COMMENCEMENT:

This Agreement is effective from the date of execution of this Agreement (hereinafter called "the COMMENCEMENT DATE") and shall remain valid till such time all the flats are not sold and handed over to the purchasers of the Developer's Allocation and/or earlier determination thereof.

4. PERMISSION TO CONSTRUCT:

In consideration of the terms and conditions herein after provide and subject to the terms and condition as are herein contained the OWNER hereby grant exclusive right of Development of the Said Premises whereby and where under the Developer shall be entitled to and is hereby authorized and empowered to construct, erect and complete the Said Building in the Said Premises PROVIDED HOWEVER nothing herein contained shall be

construed as delivery of possession in part performance of the contract within the meaning of Section 53A of the Transfer of Property Act and such transfer shall be effective only on conclusion of this Agreement stipulated herein.

5. PLAN AND LICENSE:

- 5.1. The Developer at its own costs shall cause the said map or plan to be sanctioned in the name of the OWNER and for the purpose of sanctioning of the Said Plan the Developer shall be entitled to obtain all necessary permissions approval and/or sanctions as may be necessary or be required from time to time. It is specifically agreed that the Developer will submit the building Plan to KMC within 90 days from the date of execution of these agreement (if all related papers are found correct and up to date), and arrange to deposit fees for sanction of the plan to KMC within 30 days from the date of its demand.
- **5.2.** The OWNER hereby agree to sign the Said map or plan and all other necessary papers as may be required from time to time to enable the Developer & will hand over all original Deeds and documents related to the First Schedule mentioned property to the Developer, for smooth construction of proposed building, like to obtain the sanction of the Said Plan and to obtain all necessary permissions and/or approvals and/or sanctions as may be necessary or to be required from time to time.

6.CONSTRUCTION

- **6.1** OWNER here by authorize and empower the Developer and the Developer hereby agrees and undertakes to construct erect and complete the said Building in accordance with the Said Plan to be sanctioned by the Kolkata Municipal Corporation with all internal and external services amenities fittings and fixtures etc.
- 6.2 It is hereby agreed by and between the parties hereto that the said building shall be constructed erected and complete in accordance with the specifications more fully and particularly described in the FORTH SCHEDULE hereunder written and as may be approved by the Architect.

6.3 It is also hereby agreed by and between the parties hereto that all problems relating Land Acquisition, amalgamation of two/several plots, acquisition of front portion of the schedule land, any other challenges relating to the development work at the First Schedule mentioned property will be handled by the Developer, for smooth construction of proposed building.

6.5. The entire cost of construction, erection, amenities in connection thereto and completion of the Said Building to be constructed in the Said Premises as specified in the FORTH SCHEDULE including the area falling to the share of the OWNER'S allocation shall be borne by the Developer. Such costs shall include costs of all overheads regarding construction, price rise in the cost of materials used for construction, fees, and charges payable to the Kolkata Municipal Corporation, Architects and Engineers in respect of the construction, costs for the purpose of obtaining licenses. The OWNER however shall not be required and/or liable to contribute any amount in that account. The OWNER shall bear and pay the cost for installation of the electric meter, connections, security deposit for the meter proportionately in respect of the OWNER'S Allocation and proportionate cost of the Generator and its accessories, if any, installed in the Said Building.

6.6. That It is also hereby agreed by and between the parties hereto that the Developer herein shall have ample power to mortgage/lien entire/part of the schedule mentioned property (to the extent of the Developer's Allocations only), before any Bank or Financial institute/NBFC for taking mortgage loan/financial support/assistance from the said Bank/Financial institute/ NBFC for smooth sailing of the proposed construction work, and the Owner herein will not make any type of objection for the same.

6.7. Unless prevented by any authority/s or any Government agency or by any order from any competent Court of Law and/or by any circumstances beyond the control of the Developer, the Developer shall complete the Said Building within 24 months from the date of obtaining the sanctioned building plan from the KMC and the Developer is receiving the aforesaid land in the basis of present scenario. If there are any encroachment or physical litigation the developer will clear up same at his own responsibility. The time stipulation in this regards shall be the essence of contract.

7. OWNER'S ALLOCATION:

- **7.1.** In consideration of the OWNER having agreed to permit the Developer to commercially exploit the Said Premises by constructing and erecting the Said Building in accordance with the building plan to be sanctioned by the KOLKATA MUNICIPAL CORPORATION with such modification or alterations as may be required or made by the Developer, subject to approval of KMC. It is distinctly agreed and understood by and between the parties herein at the very initial stage that the OWNER shall be allotted as follows:-
- a) 01 (One) Car Parking on the Ground floor as per sanction plan,
- b) Half of 01 (One) Shop room, measuring about 150 sq. ft. super built up area,
- c) If KMC sanctioned 01st floor as commercial space, then 01st floor's commercial space measuring about 500 sq. ft. super built up area, will be treated as owner's allocation, and if in future, the said commercial space will be given on rent by the Owner/Developer, then the Owner will get proportionate rent and advance amount as per her share/allocation, (25% of all expenses related to the commercial space measuring about 2000 sq. ft. super built up area approx, will be borne by the Owner herein) and 01st floor residential space measuring about 100 sq. ft. super built up area will be also allotted to the Owner herein.
- d) 02nd floor residential space measuring about 1200 sq. ft. super built up area will be allotted to the Owner herein.
- e) 04th floor residential space measuring about 600 sq. ft. super built up area will be allotted to the Owner herein.

Along with common facilities and TOGETHER WITH the undivided proportionate impartible share and/or interest in the land comprised in the Said premises and right over the common areas, facilities, amenities.

f) And Owners will get Rs.12,50,000/- (Rupees Twelve Lac and Fifty Thousand Only) from the Developer, as forfeit/non-refundable amount, as a part of his Owner's allocation (Within this amount Rs.25,000/- will be given to the Owners herein at the time of executing of the Development Agreement, within next one month Rs.2,25,000/- will be paid, and Next

Rs.2,50,000/- will be given after Base Construction, Next Rs.2,50,000/- will be given after Ground floor roof construction, Next Rs.2,50,000/- will be given after 1st floor roof construction, Next Rs.2,50,000/- will be given after 2nd floor roof construction), and the said allocation is hereinafter called "the OWNER'S ALLOCATION".

And if the Developer construct any further floor over the top floor of the G+4 storied building, after amending/modify the sanction plan from the KMC or any extra work, then 25% of all the expenses related to the said construction work (including paper work) will be borne by the Owner herein and the Owner will get 25% of the said extra constructed area.

8. DEVELOPER'S ALLOCATION:

8.1. The Developer shall be exclusively entitled to all the Balance/rest portions like Flats/Shops/Commercial spaces /Car Parking etc. of the proposed building (after handing over/after keeping the OWNER'S allocation), TOGETHER WITH the proportionate undivided impartible share and/or interest in the land in the Said Building proportionate to the Developer's Allocation, as sanctioned by the KOLKATA MUNICIPAL CORPORATION as per building rules and regulation.

9. OWNER'S OBLIGATION:

- **9.1.** Simultaneously with the execution of this agreement, the OWNER'S shall handover the original documents of title and other papers relating to the Said Premises to the Developer under accountable receipt, which will be returned to the Association of the flat OWNER after completion of the Said Building.
- 9.2. The OWNER shall execute and register a Development Power of Attorney in favour of the Developer in terms of this Agreement to execute, sale, transfer flats to the purchaser and to act all the necessary dealing with related authorities on behalf of the land OWNER and the said Power of Attorney shall continue to be remain in full force so long as this Agreement shall subsists and till such time all the flats/units are not handed over to the Purchaser/s of the Developer's allocation,
- 9.3. The OWNER shall sign and execute all necessary applications papers documents and to do all such acts deeds and things as the Developer may require in order to legally and

effectually vest in the Developer or the Purchasers of the Developer's Allocation in the Said Premises and completing the construction erection and completion of the Said Building in accordance with the Sanctioned Building Plan.

- 9.5. The OWNER hereby undertake that they shall not cause any hindrance in the construction of the Said Building at the Said Premises and further undertakes not to take any action whereby and where under the smooth construction of the Said Building is disturbed unless the Developer creates anything detrimental to the development.
- **9.6.** The OWNER shall enter into Agreement for Sale or transfer in respect of the OWNER'S Allocation only as stated hereinbefore.
- **9.7.** The OWNER shall not cancel or rescind this Agreement till such time the Said Building is completed in all respect and all the flats/units are handed over to the purchaser/s of the Developer's Allocation PROVIDED HOWEVER the Developer performs all his duties in terms of this Development Agreement.
- 9.8. It is further agreed between the parties herein that all related paper work which costs below 5 thousand will be borne by the Developer and all paper work which cost more than 5 thousand will be borne by the Owner herein, in connection with the said Development work.
- 9.9. No Objection will be given by the Owner herein if the Developer take over the adjacent plot/s of the schedule property, and do the amalgamation procedure for the same with the schedule mentioned property for Development work upon the total land (after amalgamation with the adjacent plot/s), and in this regard the Developer will bear all costs therein, but Owner's allocation will be the same as mentioned below and Owner herein will not raise her demand further, beyond the Owner's allocation as mentioned below.

10. DEVELOPER'S OBLIGATION:

10.1. The OWNER already put the Developer in symbolic possession of the Said Premises and the Developer shall have right to enter upon the Said Premises with OWNER'S

permission and do soil testing, survey of the Said Premises and all other preparatory works, as may be necessary for the preparation, submission obtaining sanction of the building plans at the costs and expenses of the Developer.

10.2. The Developer shall complete the construction of the Said Building or complete the OWNER'S Allocation within a period of 24 months from the date of obtaining the building plan duly sanctioned by the KOLKATA MUNICIPAL CORPORATION and the Developer is receiving the aforesaid land in the basis of present scenario. If there are any encroachment or physical litigation the developer will clear up same at his own responsibility. However, due to force majeure or any other reasons beyond the control of the Developer, if the Developer fails to complete the Said Building within the stipulated period mentioned hereinabove and if it is found that the building is substantially completed within the period and some minor work is unfinished, in that event the OWNER shall extend the period up to further 6 (six) months for completion.

10.3. The Developer shall first handover the OWNER'S Allocation to the OWNER complete in all respect including sanitary and other fittings as more fully described in the SECOND SCHEDULE hereunder written and thereafter shall be entitled to handover possession of the Developer's Allocation to the intending Purchaser/s of flats as per agreement with the OWNER. The Developer shall use good quality materials, fixtures, and fittings for constructing the Said Building as prescribed by the Architect.

10.4. The Developer after handing over possession and registration of all the flats shall form an Association of all the flat OWNER and the OWNER shall render all co-operations in that respect.

10.5. At the time of execution of this Agreement NO Down payment will be paid by the Developer to the OWNER herein.

-:: 14 ::-

11. MISCELLANEOUS:

- 11.1. Any notice required to be given by the OWNER or the Developer shall without prejudice to any other mode of service available be deemed to have been served either on the OWNER or the Developer if delivered by hand and duly acknowledged or sent by prepaid Registered Post with acknowledgement due and be deemed to have been served on the OWNER or the Developer and shall be deemed to have been served on the Developer if sent to the Principal/Registered office of the Developer.
- 11.2. None of the parties hereto shall do any act, deed or thing whereby and where under the other parties are prevented from enjoying and/or dealing with their respective allocation in terms of this Development Agreement.
- 11.3. Both the parties hereby covenant with each other to do all such other lawful acts deeds or things as may be reasonably required by the either of the parties for the purpose of giving effect to and/or implementing this Development Agreement.

12. ARBITRATION & JURISDICTION:

- 12.1. All disputes and differences between the parties hereto of opinion regarding the construction and/or touching the affairs of construction and/or interpretation of any of the clauses of this Indenture shall be firstly decided by the parties hereto. If the same is not settled by them amicably the matter shall be referred to sole Arbitration and the same shall be deemed to be reference within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modifications thereof. The said Arbitrator will decide the matter and give his award according to the provisions of Arbitration and Conciliation Act, 1996, which shall be conclusive and binding upon the parties hereto. If parties do not agree on the issue of Sole Arbitrator then the provisions of the Arbitration and and Conciliation Act, 1996, shall be followed.
- **12.2.** The Court of District Judge, 24-Paraganas (South), alone shall have the jurisdiction to entertain try and determine all actions, suits and proceedings arising out of these present between the parties hereto.

FIRST SCHEDULE

(SAID PREMISES)

ALL THAT piece or parcel of Vacant Bastu land measuring about 02 Cottahs 10 Chittaks, more or less, which is lying and situated under Mouza - Siriti, Pargana = Magura, R.S. Dag No. 703, & R.S. Khatian No. 279, Touzi No.- 238, R.S. No.- 29, J.L. No.-11, being KMC Premises No. 103D, Karunamoyee Ghat Road, P.O.- Haridevpur, Kolkata- 700082, & Mailing address is 23/48, Karunamoyee Ghat Road, Kolkata- 700082, P.S.- Initially Behala, thereafter Thakurpukur, at present Haridevpur, Ward No.- 115, within the Municipal Limits of The Kolkata Municipal Corporation, District 24-Parganas(S), ADSR- Behala, Assessee No. 411150505852, together with all easement rights therein.

TO THE NORTH

: Land of Ananda Kumar Kolay & Nayan Senapati & 06 feet wide

Private Passage.

TO THE SOUTH

: Land of Others.

TO THE EAST

: Land of Others.

TO THE WEST

: Land of Bacharam Kolay & others.

SECOND SCHEDULE (OWNER'S Allocation)

In consideration of the OWNER having agreed to permit the Developer to commercially exploit the Said Premises by constructing and erecting the Said Building in accordance with the building plan to be sanctioned by the KOLKATA MUNICIPAL CORPORATION with such modification or alterations as may be required or made by the Developer, subject to approval of KMC. It is distinctly agreed and understood by and between the parties herein at the very initial stage that the OWNER shall be allotted as follows:-

- a) 01 (One) Car Parking on the Ground floor as per sanction plan,
- b) Half of 01 (One) Shop room, measuring about 150 sq. ft. super built up area,
- c) If KMC sanctioned 01st floor as commercial space, then 01st floor's commercial space measuring about 500 sq. ft. super built up area, will be treated as owner's allocation, and if in future, the said commercial space will be given on rent by the Owner/Developer, then the Owner will get proportionate rent and advance amount as per her share/allocation, (25% of

all expenses related to the commercial space measuring about 2000 sq. ft. super built up area approx, will be borne by the Owner herein) and 01st floor residential space measuring about 100 sq. ft. super built up area will be also allotted to the Owner herein.

- d) 02nd floor residential space measuring about 1200 sq. ft. super built up area will be allotted to the Owner herein.
- e) 04th floor residential space measuring about 600 sq. ft. super built up area will be allotted to the Owner herein.

Along with common facilities and TOGETHER WITH the undivided proportionate impartible share and/or interest in the land comprised in the Said premises and right over the common areas, facilities, amenities.

f) And Owners will get Rs.12,50,000/- (Rupees Twelve Lac and Fifty Thousand Only) from the Developer, as forfeit/non-refundable amount, as a part of his Owner's allocation (Within this amount Rs.25,000/- will be given to the Owners herein at the time of executing of the Development Agreement, within next one month Rs.2,25,000/- will be paid, and Next Rs.2,50,000/- will be given after Base Construction, Next Rs.2,50,000/- will be given after Ground floor roof construction, Next Rs.2,50,000/- will be given after 1st floor roof construction, Next Rs.2,50,000/- will be given after 2nd floor roof construction), and the said allocation is hereinafter called "the OWNER'S ALLOCATION".

And if the Developer construct any further floor over the top floor of the G+4 storied building, after amending/modify the sanction plan from the KMC or any extra work, then 25% of all the expenses related to the said construction work (including paper work) will be borne by the Owner herein and the Owner will get 25% of the said extra constructed area.

THIRD SCHEDULE

(Developer's Allocation)

The Developer shall be exclusively entitled to all the Balance/rest portions like Flats/Shops/Commercial spaces /Car Parking etc. of the proposed building (after handing over/after keeping the OWNER'S allocation), TOGETHER WITH the proportionate undivided impartible share and/or interest in the land in the Said Building proportionate to the Developer's Allocation, as sanctioned by the KOLKATA MUNICIPAL CORPORATION as per building rules and regulation.

FORTH SCHEDULE SPECIFICATION

1. FOUNDATION:

The foundation of the building shall be of reinforced cement concrete.

2. STRUCTURE:

The structure of the building shall be reinforced cement concrete frame structure comprising of R.C.C columns beams clabs etc.

3. WALLS:

The external walls of the building shall be 8/5 inch thick brick and the partition walls inside the flats shall be of 3/5 inch thick.

4. PLASTERING:

All internal surface shall be plastered with cement and sand mortar; 1 or ½ inch thick and finished with Plaster of Paris/Putty. All external walls shall be plastered with cement and sand 1 or ½ inch thick and painted with snowcem / weather coat paints of reputed make.

5. FLOORING AND SKIRTING:

All flooring and skirting inside the flat including the balcony shall be laid with Marble/Vetrified Tiles. The skirting shall be 4/3 inch high. The toilet shall have 6 feet dado of non-sticky type ceramic tiles above the counter including the sink area. [Ceramic Tiles or equivalent]

6. DOORS:

-:: 18 ::-

All doors frame will be made of seasoned barma/Salwood. Both sides of all door shutter shall be flush type with door stopper, hasbold. The main door shutter shall be of wood paneled. The main door shall be one magic eye.

7. WINDOWS:

All window frame shall be of sliding Aluminium framed glass panel.

8. BALCONY:

Bottom portoin to be covered with Grill.

9. GENERAL TOILET FITTINGS:

All toilets shall be provided with concealed plumbing. Each bathroom shall have one W.C., one Basin, three concealed stop cocks, one shower.

10. MASTER TOILET FITTINGS:

All Sanitary fittings will be from branded company, with Geyser line only (without instruments).

11. ELECTRICALS:

All electrical lines including earthing to be concealed having first class copper wires [Havels/RR/Polycab/Anchor, Finolex Gloster or equivalent] of proper gauge. All switch boards to be [switches/plugs/sockets/ potentiometers] of reputed make [like Anchor or equivalent] are to be provided on all electrical points.

12. ELECTRICAL POINTS:

Bed room: Two light points, one fan point, one plug point, 1AC point.

Kitchen: One light point, one exhaust fan point, one 6A power point, one filter point.

W.C.: One light point and 1 exhaust point.

Living/Dining room: Two light points, one plug point, one T.V. point and one refrigerator point.

Balcony: One light point and one plug point.

Stairs: One light point in each landing.

13. ROOF:

Water stoppage treatment (Jal Chad) to be provided.

14. STAIRS:

All landing and steps of stair case will be of mosaic / Marble finish.

15. GROUND FLOOR:

All opening of Ground floor is to be laid with net cement finish.

16. WATER SUPPLY:

One underground water reservoir for storing K.M.C supplied water /Deep Tube well and one overhead water reservoir are to be provided with adequate horsepower capacity of pump of reputed make or Deep Tubewell with Sule merseble pump set.

17. LIFT:

In the entire building One Passenger lift of branded company will be provided with the capacity of 04 persons.

18. Security Guard Room:

In the entire building One Security Guard room will be built on the Ground floor.

19. CC TV Camera:

One CC TV Camera will be provided only at the main entrance of the building.

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

SIGNED, SEALED AND DELIVERED

By the OWNER herein at Kolkata

In the presence of:

1) POPY Saha 2/31 Kown myce Ett Ross 101 = 82

2) Dibreklu-Koly 23/48, KARUHAMOYEE GHAT ROAD, KOIKATA - 700082 Sikha Kolog SIGNATURE OF THE OWNER

Drafted by me, as per the

Documents & instructions provided

by the parties mentioned hereinabove,

Biswambar Paul
Biswambar Paul

(Enrollment No.- WB/1414/2010).

Advocate
Alipore Criminal Court,
Kolkata-700 027,

Computer Printed by me.

Dipare Palta

Alipore Judges' Court, Kolkata – 700027,

R. P. ENTERPRISE

Proprietor

SIGNATURE OF THE DEVELOPER

-:: 21 ::-

MEMO OF CONSIDERATION

RECEIVED of and from the within-named Developer the within mentioned sum of Rs.50,000/- (Rupees Fifty Thousand) only as and by way of part of non-refundable amount of the Owner's Allocation, as per the Memo hereunder written.

Transaction	Date	Bank	Branch	Amount
Mode				
By Cheque	05.09.2018	Axis	Raja Ram	Rs. 25,000/-
No.065355			Mohan Roy	1 11 8
- 3		*	Road	180

TOTAL

Rs. 25,000/-

(Rupees Twenty Five Thousand only)

WITNESSES:

2/31 Karmarnoeey Ghat Road, 2/31 Karmarnoeey Ghat Road, 2) Dibrerdo Koley 23/48, KARUNAMOYEE GHAT ROAD KOLKATA. 7 COORS

Sikho kolog

SIGNATURE OF THE OWNER

/-		Thumb	1 st Finger	Middle finger	Ring Finger	Small Fing
	Left Hand					
	Right Hand					
Name						
Signature	 I	Thumb	1 st Finger	Middle finger	Ring Finger	Small Fing
	Left Hand					
	Right Hand					
Name SIK	HA K	01 AY	******			
Signature	khe	Kolay Thumb	1 st Finger	Middle finger	Ring Finger	Small Fing
	Left Hand					
Hos Cake	Right Hand					
Name GO/	PAL	SAHA				<u> </u>
Signature	S - D-	Thumb	1 st Finger	Middle finger	Ring Finger	Small Fing
	Left Hand	. 2				

Govt. of West Bengal Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-201819-028234223-1

Payment Mode

Online Payment

GRN Date: 04/09/2018 23:48:09

State Bank of India

BRN:

IK00SZWTQ9

BRN Date:

04/09/2018 23:48:47

DEPOSITOR'S DETAILS

No.: 16020001359729/5/2018 [Query No./Query Year]

Name:

Biswambar Paul

Contact No.:

Mobile No:

+91 9748029017

E-mail:

bişwambar.paul@gmail.cor

Address:

23268 M G Road

Applicant Name:

Office Name:

Office Address:

Status of Depositor:

ent Agreement or Construction agreement

Purpose of payment / Remarks:

PAYMENT DETAIL

表写	A STATE OF	No. of the last of	DATE A	Head of A/C	-:Amount[[₹]
147	QI.	Identificatio	in Head of AV		- 45 KE
	Nio.	No.	Description		
	INU.			0030-02-103-003-02	1
Series Williams	1	16020001359729/5/2018	Property-Registration-Stamp duty	0030-03-104-001-16	289
	2	16020001359729/5/2018	Property Registration Registration		

Total

290

In Words:

Rupees Two Hundred Ninety only





्रेआयकर विमाग INCOME TAX DEPARTMENT

भारत संस्कार GOVT. OF IND

GOPAL SAHA

KARTICK SAHA

02/01/1972

Permanent Account Number

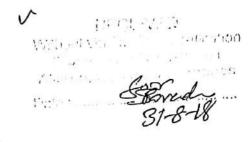
ANMPS2221A



in case this card is los! / found, kindly inform / return to : Income Tax PAN Services Unit, UTITSL P:ot No. 3, Sector 11 CBD Belapur, Navi Mumbat - 400 614.

इस कार्ड के खोने/पाने पर कृषथा सूचित करें/लौटाएं : श्रायका पेन सेवा यूनीट,यूटीआईटीएसएल प्लाट नं ३, सेक्टर १९ , सी.बी.डी.बेलापूर, नर्भ एंडर्ड-४०० ६१४.





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

uery No / Year	1602-0001359729/2018	Office where deed will be registered
uery Date	27/08/2018 2:17:44 AM	D.S.RI I SOUTH 24-PARGANAS, District: South 24- Parganas
pplicant Name, address & Other Details	Biswambar Paul Alipore Poîice Court, Thana : Ali 700027, Mobile No. : 97480290	oore, District : South 24-Parganas, WEST BENGAL, PIN - 17, Status :Advocate
		Additional Transaction
ransaction 0110] Sale, Development	Agreement or Construction	[4311] Receipt [Rs : 25,000/-]
agreement		Market Value
Set Forth value		Rs. 28,34,998/-
Rs. 1/-	VOD)	Total Registration Fee Payable
Total Stamp Duty Payable	e(SD)	Re 289/- (Article:E. B. M(b), H)
Rs. 5,001/- (Article:48(g)) Mufation Fee Payable	Expected date of Presentation of D	
		Rs. 5,000/-

Lan Distri	d Detai	ils : 24-Pargar	nas, Thana:	Thakurpul	cur, Corporation: KO D, Ward No: 115 Pin	LKATA MUNICII Code : 700082	PAL CORPORAT	TION, Road:
Karu Sch	namayee Plot	Ghat Roa Khatian	Land	Use	Area of Land	, SetForth Value (In Rs.)	Market Value (in Rs.)	Other Details
No.	Number	Number	Bastu	KOKSK	2 Katha 10 Chatak		28,34,998/-	Width of Approach Road: 6 Ft.,
_	Grand	Total:			4.33125000Dec	1 /-	28,34,998 /-	

Land Lord Details:

Name & address	Status	Execution Admission Details:
1 Smt SIKHA KOLAY Wife of Mr Ananda Kumar Kolay,23/48, Karunamoyee Ghat Road,, Post Office: Haridevpur, Thakurpukur, District:-South 24- Parganas, West Bengal, India, PIN - 700082 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AAOPK9851B, Status :Individual, Executed by: Self , To be Admitted by: Self	Individual	Executed by: Self , To be Admitted by: Self

Sikha Kolog - Gira Sala

AS- 1 of 3

woloner Details:

Name & address	Status	Execution Admission Details:
1 MS: R.P. ENTERPRISE (Sole Proprietoship) ,2/31, Karunamoyee Ghat Road., Post Office: Haridevpur, Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082 PAN No. ANMPS2221A, Status :Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details:

SI	Name & Address	Representative of
	Shri GOPAL SAHA Son of Mr Kartick Chandra Saha2/31, Karunamoyee Ghat Road,, Post Office: Haridevpur, Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ANMPS2221A	MS. R.P. ENTERPRISE (as Proprietor)

Identifier Details :

Name & address

Mr Biswambar Paul

Alipore Police Court, Post Office: Alipore, Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Smt SIKHA KOLAY, Shri GOPAL SAHA

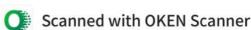
Note:

- If the given information are found incorrect, then the assessment made stands invalid. 1.
- Query is valid for 30 days for e-Payment. Assessed market value & Query is valid for 44 days i.e. upto 2. 10/10/2018 for registration.
- Standard User charge of Rs. 240/-(Rupees Two hundred fourty) only includes all taxes per document upto 3. 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
- e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable 4. is more than Rs. 5000/-.
- e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
- Web-based e-Assessment report is provisional one and subjected to final verification by the concerned 6. Registering Officer.
- Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac 7. (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required



Query No: 1602-0-001359729 of 2018

AS-2 of 3



Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.

Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.



Query No: 1602-0-001359729 of 2018

Major Information of the Deed

d No.	I-1602-09491/2018	Date of Registration 05/09/2018
ouery No./!Year	1602-0001359729/2018	Office where deed is registered
Query Date	27/08/2018 2:17:44 AM	D.S.RI I SOUTH 24-PARGANAS, District: South 24-Parganas
Applicant Name, Address & Other Details	Biswambar Paul Alipore Police Court,Thana : Alip - 700027, Mobile No. : 97480290	ore, District : South 24-Parganas, WEST BENGAL, PIN 17, Status :Advocate
WHAT IS A STATE OF THE STATE OF		Additional Transaction ————————————————————————————————————
[0110] Sale, Development A	Agreement or Construction	[4311] Other than Immovable Property, Receipt [Rs: 25,000/-]
greement		Market Value
Set Forth value	A STATE OF THE STA	Rs. 28,34,998/-
Rs. 1/-		Registration Fee Paid
Stampduty/Paid(SD)	A STATE OF THE STA	Do 290/ (Article: F. B. M(b), H)
Rs. 5,001/- (Article:48(g))	TOU / FIFTY only) from the applicant for issuing the assement slip.(Urbar
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing the assement slip.(Urban

Land Details : District: South 24-Pargar Karunamayee Ghat Roa					
Sch Plot Kha No Number Num	atian Land U nber Proposed Bastu	ROR 2 Katha 10 Chatak	Value (in Rs.) V	alue (in Rs.)	Width of Approach Road: 6 Ft.,
L1 Grand Tota	1:	4.3313Dec	1 /-	28,34,998 /-	

Name	Photo	Fringerprint	Signature
Smt SIKHA KOLAY Wife of Mr Ananda Kumar Kolay Executed by: Self, Date of Execution: 05/09/2018 , Admitted by: Self, Date of Admission: 05/09/2018 ,Place : Office			Sikha koly
: Office	05/09/2018	LTI 05/09/2018	05/09/2018

23/48, Karunamoyee Ghat Road,, P.O:- Haridevpur, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AAOPK9851B, Status :Individual, Executed by: Self, Date of Execution: 05/09/2018

, Admitted by: Self, Date of Admission: 05/09/2018 ,Place: Office egist,

Major Information of the Deed :- I-1602-09491/2018-05/09/2018



_{eveloper} Details :

Name,Address,Photo,Finger,print and Signature

MS. R.P. ENTERPRISE 2/31, Karunamoyee Ghat Road,, P.O:- Haridevpur, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082, PAN No.:: ANMPS2221A, Status : Organization, Executed by: Representative

Name	Photo	Finger Print	Signature
Shri GOPAL SAHA (Presentant) Son of Mr Kartick Chandra Saha Date of Execution - 05/09/2018, , Admitted by: Self, Date of Admission: 05/09/2018, Place of			Good Sila-
Admission of Execution: Office	3ep 3 2010	LTI 05/09/2018	rpukur, District:-South 24-Parganas Occupation: Business, Citizen of: Ir ive of : MS. R.P. ENTERPRISE (as

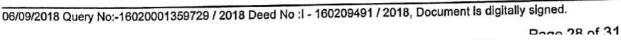
Proprietor)

Identifier Details: Name & address Alipore Police Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Smt SIKHA KOLAY, Shri GOPAL SAHA

Biswanky Par

Trans	fer of property for L1	(Nama Arga)
	110111	To. with area (Name-Area)
1	Smt SIKHA KOLAY	MS. R.P. ENTERPRISE-4.33125 Dec

Major Information of the Deed :- I-1602-09491/2018-05/09/2018



Endorsement For Deed Number : I - 160209491 / 2018

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 28,34,998/-

Raudhung.

Rina Chaudhury DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. -I I SOUTH 24-**PARGANAS**

South 24-Parganas, West Bengal

On 05=09=2018

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(d);W/B/Registration Rules/(1962)

Presented for registration at 12:44 hrs on 05-09-2018, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by Shri GOPAL SAHA ..

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

Execution is admitted on 05/09/2018 by Smt SIKHA KOLAY, Wife of Mr Ananda Kumar Kolay, 23/48, Karunamoyee Ghat Road,, P.O: Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by

Indetified by Mr Biswambar Paul, , , Son of Mr B Paul, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Admission of Execution (Junder Section 58, W.B. Registration Rules, 1962)) [Representative] Execution is admitted on 05-09-2018 by Shri GOPAL SAHA, Proprietor, MS. R.P. ENTERPRISE (Sole Proprietoship), 2/31, Karunamoyee Ghat Road,, P.O:- Haridevpur, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India,

Indetified by Mr Biswambar Paul, , , Son of Mr B Paul, Alipore Police Court, P.O. Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Certified that required Registration Fees payable for this document is Rs 289/- (B = Rs 250/- ,E = Rs 7/- ,H = Rs 28/-Payment of Fees

,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 289/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/09/2018 11:48PM with Govt. Ref. No: 192018190282342231 on 04-09-2018, Amount Rs: 289/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00SZWTQ9 on 04-09-2018, Head of Account 0030-03-104-001-16



Major Information of the Deed :- I-1602-09491/2018-05/09/2018



Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,001/- and Stamp Duty paid by Stamp Rs 5,000/-, by online ≈ Rs 1/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 21847, Amount: Rs.5,000/-, Date of Purchase: 27/08/2018, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRiPS), Finance Department, Govt. of WB Online on 04/09/2018 11:48PM with Govt. Ref. No: 192018190282342231 on 04-09-2018, Amount Rs: 1/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00SZWTQ9 on 04-09-2018, Head of Account 0030-02-103-003-02

Braudhmy.

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



Major Information of the Deed :- I-1602-09491/2018-05/09/2018

06/09/2018 Query No:-16020001359729 / 2018 Deed No :I - 160209491 / 2018, Document is digitally signed.



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2018, Page from 317211 to 317241 being No 160209491 for the year 2018.



Digitally signed by RINA CHAUDHURY Date: 2018.09.06 14:56:29 +05:30 Reason: Digital Signing of Deed.

Braudhmy.

(Rina Chaudhury) 06/09/2018 14:56:18
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)