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भारतीय नैऋत्यायिक

पचास
रुपये

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FIFTY
RUPEES

Rs. 50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AE 259410

Certified that the document is admitted to registration. The signature, thumb and the endorsement stamp placed with the document are in line of law document.

[Signature]
District Sub-Registrar-III
Kishore Saha 24-parganas

05 MAY 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this the 5th day of May, Two Thousand Twenty Two, (2022), BETWEEN

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No - 71/206921

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02 MAY 2022

No.....Rs. **50/-** = Date.....

Name:.....

Address:.....

Vendor:.....

Alipur Collect. Pgs. (S)
SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol-27

B. C. LAHIRI
Advocate
ALIPUR JUDGE COURT
KOL-27



DISTRICT SUB-REGISTRAR
SOUTH BENGAL
05 MAY 2022

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Shyamsundar Ganyu.
Plot of P. C. Ganyu
Subhangan, Waterpaly
P. O. Subhangan,
P. S. Senanapur
Kolkata-700047
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SRI BISWANATH ROY, (PAN- ADCPR3894A), Aadhaar No. 7751 2241 4273, son of Late Jogesh Chandra Roy, by faith- Hindu, by occupation - Business, Nationality-Indian, residing at 38P, New Santoshpur Main Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700075, in the District South 24 Parganas, hereinafter called and referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PARTY**.

AND

"R. K. CONSTRUCTION", (PAN – AARFR2062E), a partnership firm having its registered office at A/13, East Rajapur, P.O. Santoshpur, Police Station- Survey Park, Kolkata-700 075, District – South 24 Parganas, represented by its Partners namely (1) **SRI BASUDEV DAS, (PAN – AHBPD2092D), AADHAR NO. 4585 4387 2157**, son of Late Prafulla Chandra Das, by faith-Hindu, by occupation-Business, residing at A/13, East Rajapur, P.O. Santoshpur, Police Station- Survey Park, Kolkata-700 075, District – South 24 Parganas, (2) **SRI BANDHAN KUMAR NASKAR, (PAN – ALOPN7385E), AADHAR NO. 5360 9146 9277**, son of Sri Jagadish Naskar, by faith-Hindu, by occupation-Business, residing at A/3, East Rajapur, P.O. Santoshpur, Police Station- Survey Park, Kolkata -700 075, District – South 24 Parganas and (3) **SRI DEBU NASKAR, (PAN – AEWPN7005E), AADHAR NO. 3776 9596 5669**, son of Late Keshab Naskar, by faith-Hindu, by occupation-Business, residing at Narendrapur Station Road, P.O. Sonarpur, Police Station- Sonarpur, Kolkata-700 150, District – South 24 Parganas, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors, administrators, executors, legal representatives and assigns) of the **SECOND PARTY**.

WHEREAS One Sushila Bala Dasi was the absolute owner of a Bastu Land measuring about 2 Cottah 13 Chittacks together with asbestor shed dwelling unit measuring about 900 sq. ft. in Mouza-Santoshpur, J.L. No. 22, R.S. No. 8, Touzi No. 151, Pargana - Khaspur, Dag No. 605 under Khatian No. 137, Hal Revisional Khatian No. 107, Dag No. 675, P.S. Kasba, District South 24 Parganas.

AND WHEREAS said Sushila Bala Dasi executed a deed of Settlement in respect of her said property registered in the Office of S.R. Alipore on 29.03.1963 and recorded in Book No. 1, Vol. No. 54, Pages 132 to 138, Being No. 2847 for the Year 1963 in favour of Rajendra Lal Das.

AND WHEREAS after the death of said Sushila Bala Dasi in the year 1979 the said Rjendra lal Das became the absolute owner of the said property by and under the said deed of settlement.

AND WHEREAS said Rajendra Lal Das also died intestate on 13.09.1980 leaving behind his widow Sarabala Das and only son Jagannath Das as his

heirs and legal representatives and by which the property left by the deceased devolved upon the said Saralabala Das and Jagannath Das according to Hindu Succession Law.

AND WHEREAS said Saralabala Das also died intestate on 26.12.1984 leaving behind only son Jagannath Das as her heir and legal representative and by which the entire said property measuring about 2 Cottah 13 Chittacks together with dwelling unit devolved upon the Jagannath Das according to Hindu Succession Law.

AND WHEREAS the said Jagannath Das seized, possessed and well sufficiently entitled of the said property as owner and enjoyed the property without any disturbance from any corner.

AND WHEREAS the said Jagannath Das transferred his said Property in favour of his three sons namely Sri Narayan Chandra Das, Sri Dilip Kumar Das and Sri Haripada Das, by way of Deed of Gift registered in the Office of D.S.R. at Alipore dated 22.10.1987 and recorded in Book No. 1, being No. 15394 for the year 1987.

AND WHEREAS due to some lawful reasons and other personal reasons the said Sri Narayan Chandra Das, Sri Dilip Kumar Das, and Sri Haripada Das offered to Sri Biswanath Roy to sell their said property and Sri Biswanath Roy agreed to purchase the said entire property at a valuable consideration amount.

AND WHEREAS said Sri Narayan Chandra Das, Sri Dilip Kumar Das and Sri Haripada Das transferred, conveyed, assigned their said property in favour Sri Biswanath Roy by way of Sale deed registered in the office of D.S.R. at Alipore dated 22nd October, 2001, and recorded in Book No. 1, being Deed No. 5956 for the Year 2001.

AND WHEREAS by this way the said Sri Biswanath Roy became owner and absolutely, seized and possessed and well sufficiently entitled the said property free from all encumbrances, described the Schedule hereunder written.

AND WHEREAS said Biswanath Roy mutated his name in the recorded of the Kolkata Municipal Corporation, Ward No. 103, in respect of the said property as mentioned and described in Schedule A below, as K.M.C. Premises No. 294, Santoshpur Avenue, being mailing address- 144/1, Lake East 5th Road, P.S. Survey Park, P.O. Santoshpur, Kolkata - 700 075, being Assessee No. 31-103-40-0294-4 and absolute seized and possessed of by paying taxes and he is enjoying the said property.

AND WHEREAS at present the said Sri Biswanath Roy, the First party herein is the sole and absolute owner and occupier of the ALL THAT Land measuring more or less 2 Cottah 13 Chittacks together with a asbestor shed dwelling unit

measuring about 900 sq. ft. lying and situated in Mouza- Santoshpur, J.L.No 22, Touzi No. 151, R.S. No. 8, Khatian No. 137, Dag No. 605, and Hal Revisional Settlement Khatian No. 107, R.S. Dag No. 675, L.R. Dag No. 675, L.R. Khatian No. 1849, Pargana Khaspur, Sub-Registry office Sealdah, previous P.S. Kasba thereafter Purba Jadavpur at present Survey Park, District South 24 Parganas within the Jurisdiction of Kolkata Municipal Corporation, Ward No. 103, being K.M.C. Premises No. 294, Santoshpur Avenue, being mailing address- 144/1, Lake East 5th Road, P.S. Survey Park, P.O. Santoshpur, Kolkata-700075, being Assessee No. 31-103-40-0294-4.

AND WHEREAS the OWNER/First party herein is very much desirous to construct a 3 storied building on his ALL THAT Land measuring more or less 2 Cottah 13 Chittacks together with a asbestor shed dwelling unit measuring about 900 sq. ft. lying and situated in Mouza- Santoshpur, J.L.No.22, Touzi No. 151, R.S. No. 8, Khatian No. 137, Dag No. 605, and Hal Revisional Settlement Khatian No. 107, R.S. Dag No. 675, L.R. Dag No. 675, L.R. Khatian No. 1849, Pargana Khaspur, Sub-Registry office Sealdah, previous P.S. Kasba thereafter Purba Jadavpur at present Survey Park, District South 24 Parganas within the Jurisdiction of Kolkata Municipal Corporation, Ward No. 103, being K.M.C. Premises No. 294, Santoshpur Avenue, being mailing address- 144/1, Lake East 5th Road, P.S. Survey Park, P.O. Santoshpur, Kolkata-700075, being Assessee No. 31-103- 40-0294-4. Upon knowledge of such desire the DEVELOPER herein has inspected the site approached the OWNER to undertake the construction of 3 storied building on the said premises And OWNER has agreed to do so as per the terms and conditions mentioned hereinafter.

AND WHEREAS the said party of the first Part herein, is the owner of said land agreed to develop the said property through the developer namely (1) **SRI DEBU NASKAR**, son of Late Keshab Naskar, residing at Narendrapur Station Road, PO - Kadarhat, P.S. -Sonarpur, Kolkata - 700 150, (2) **SRI BASUDEV DAS**, son of Late Prafulla Chandra Das, residing at A/13, Purba Rajapur Canal South Road, P.O. -Santoshpur, P.S.- Survey Park, Kolkata - 700075, (3) **SRI BANDHAN KUMAR NASKAR**, son of Sri Jagadish Naskar, residing at A/3, East Rajapur, P.O. - Santoshpur, P.S. - Survey Park, Kolkata - 700 075, all are by faith- Hindu, by Occupation -Business, by Nationality- Indian, and all are Partners of **R. K. CONSTRUCTION**, having its registered office at A/13, Purba Rajapur Canal South Road, P.O. - Santoshpur, P.S.- Survey Park, Kolkata 700075, District South 24 Parganas.

AND WHEREAS the party of the SECOND PART herein has agreed to make the construction of the proposed new 3 storied building in flat systems as for residential & commercial purpose, in exchange of getting its cost of construction and its remuneration for supervision of such construction in kind of flats etc., from Developer's Allocation after giving the OWNER, the Owner's Allocation. The OWNER shall get i.e. 1. complete 3 single bed room flats on the Ground Floor of the proposed building. 2. complete one Bed room

flat on the Second Floor and 50% of one 3 BHK Flat on the Second Floor of the proposed 3 storied building together with undivided proportionate share of land underneath including proportionate share in the common parts and facilities in the proposed building in all respect as Specification as mentioned in the Schedule "F" appearing hereunder, along with adjustable amount of Rs. 30,00,000/- (Rupees Thirty Lakh) only to be paid by the DEVELOPER as per payment schedule below :
 (1) At the time of execution of this Agreement : Rs. 5,00,000/- , (2) After sanction of the proposed building Plan from K.M.C. : Rs. 5,00,000/- and
 (3) After completion of the super structure of the proposed building : Rs. 20,00,000/-. Besides the OWNER shall enjoy the undivided proportionate share of land and enjoy all the common rights and facilities of the proposed building and the entire Owner's Allocation as more fully described in the SCHEDULE "B" hereunder written and it is appearing as the consideration for the land as described in the SCHEDULE "A" hereunder written.

AND WHEREAS the DEVELOPER herein shall get the entire sale proceeds of the rest area of the proposed building i.e. 1. entire First Floor area. 2. 50% of one 3 BHK Flat on the Second Floor of the proposed 3 storied building . 3. Rest of the area on the Ground Floor save and except Owner's Flats in the Ground Floor of the 3 storied building. The DEVELOPER'S ALLOCATION has been clearly mentioned and described in the SCHEDULE "C" hereunder written. The DEVELOPER shall erect the entire proposed 3 storied building at its cost and its supervision and labour to be erected as per annexed Specification as well as the sanction building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the DEVELOPER shall collect the entire money from the sale of the DEVELOPER'S ALLOCATION which shall be sold to the interested parties from whom the DEVELOPER shall collect the entire cost of construction as well as cost of land in connection with the said flats.

NOW THE AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as per following terms and conditions:-

1. **DEFINITION** : Unless there is anything repugnant to the subject or context the term:

(a) **OWNER** : shall mean the party of the **FIRST PART** herein namely **SRI BISWANATH ROY, (PAN- ADCPR894A), Aadhaar No. 7751 2241 4273**, son of Late Jogesh Chandra Roy, by faith- Hindu, by occupation - Business, Nationality-Indian, residing at 38P, New Santoshpur Main Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700075, in the District South 24 Parganas and his legal heir/ heirs, executor/ executors, administrator/ administrators, and legal representative/ representatives.

(b) **DEVELOPER** : shall mean the Party of the **SECOND PART R. K. CONSTRUCTION**, a partnership firm, having its registered office at A/13, Purba Rajapur Canal South Road, P.O. - Santoshpur, P.S.-

Survey Park, Kolkata 700075, District South 24 Parganas represented by its partners **(1) MR. DEBU NASKAR**, son of Late Keshab Naskar, residing at Narendrapur Station Road, P.O. - Kadarhat, P.S. - Sonarpur, Kolkata - 700 150, **(2) MR. BASUDEB DAS**, son of Late Prafulla Chandra Das, residing at A/13, Purba Rajapur Canal South Road, P.O. - Santoshpur, P.S. - Survey Park, Kolkata - 700075, **(3) MR. BANDHAN KUMAR NASKAR**, son of Sri Jagadish Naskar, residing at A/3, East Rajapur, P.O.- Santoshpur, P.S. - Survey Park, Kolkata - 700 075, all are by faith Hindu, by Occupation Business, by Nationality Indian, and its heirs, respective heirs, successors or successors in-interest, successors-in-office, legal representatives administrators and assigns.

- (c) **TITLE DEED:** shall mean the documents referred to hereinabove in the recital.
- (d) **PREMISES :** shall mean the ALL THAT Land measuring more or less 2 Cottah 13 Chittacks together with a asbestor shed dwelling unit measuring about 900 sq. ft. lying and situated in Mouza- Santoshpur, J.L.No.22, Touzi No. 151, R.S. No. 8, Khatian No. 137, Dag No. 605, and Hal Revisional Settlement Khatian No. 107, R.S. Dag No. 675, L.R. Dag No. 675, L.R. Khatian No. 1849, Pargana Khaspur, Sub-Registry office Sealdah, previous P.S. Kasba thereafter Purba Jadavpur at present Survey Park, District South 24 Parganas within the Jurisdiction of Kolkata Municipal Corporation, Ward No. 103, being K.M.C. Premises No. 294, Santoshpur Avenue, being mailing address- 144/1, Lake East 5th Road, P.S. Survey Park, P.O. Santoshpur, Kolkata-700075, being Assessee No. 31-103-40-0294-4. as mentioned and described in the SCHEDULE 'A' hereunder written.
- (e) **BUILDING :** shall mean the proposed residential- cum- commercial 3 storied building to be constructed on the said Premises as per the sanction plan to be sanctioned by The Kolkata Municipal Corporation Borough Office - XI.
- (f) **COMMON FACILITIES AND AMENITIES :** shall include corridors, landings, stair ways, passages ways, pump and , meter space, water and water lines and plumbing lines, underground water reservoir, over head water tank, water pump and motor and other facilities as mentioned in the SCHEDULE "D" hereunder written which may be mutually agreed upon BETWEEN the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the proposed building and such common areas shall be enjoyed by the all flat owners who shall purchase the same from the DEVELOPER herein and the OWNER herein.
- (g) **OWNER'S ALLOCATION :** The OWNER shall get 1. complete 3 single bed room flats on the Ground Floor of the proposed

building. 2. complete one Bed room flat on the Second Floor and 50% of one 3 BHK Flat on the Second Floor of the proposed 3 storied building together with undivided proportionate share of land underneath including proportionate share in the common parts and facilities in the proposed building in all respect as Specification as mentioned in the Schedule "F" appearing hereunder, along with adjustable amount of Rs. 30,00,000/- (Rupees Thirty Lakh) only to be paid by the DEVELOPER as per payment schedule below : (1) At the time of execution of this Agreement : Rs. 5,00,000/- , (2) After sanction of the proposed building Plan from K.M.C. : Rs. 5,00,000/- and (3) After completion of the super structure of the proposed building : Rs. 20,00,000/-. Besides the OWNER shall enjoy the undivided proportionate share of land and enjoy all the common rights and facilities of the proposed building and the entire Owner's Allocation as more fully described in the SCHEDULE "B" hereunder written and it is appearing as the consideration for the land as described in the SCHEDULE "A" hereunder written. The DEVELOPER herein shall complete the entire building as per annexed specifications and make the flats in habitable conditions.

- (h) **DEVELOPER'S ALLOCATION** : shall mean the DEVELOPER herein shall get 1. entire First Floor area. 2. 50% of one 3 BHK Flat on the Second Floor of the proposed 3 storied building . 3. Rest of the area on the Ground Floor save and except Owner's Flats in the Ground Floor of the 3 storied building as mentioned in the SCHEDULE "B" herein together with undivided proportionate share of land and other common rights and facilities etc. as described in the SCHEDULE 'C' hereunder written.
- (i) **THE ARCHITECT**: shall mean such persons who will be appointed by the DEVELOPER for both designing and planning the building on the said premises.
- (j) **BUILDING PLAN** : would mean such plan to be prepared by the Planner/Architect for the construction of the building to be sanctioned by The Kolkata Municipal Corporation Borough Office - XI at the cost of the DEVELOPER.
- (k) **TRANSFER**: with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.
- (l) **TRANSFeree** : shall mean any person, firm, limited company association of persons or body or individuals to whom any space in the building has been transferred.

2. **THIS AGREEMENT** : shall take effect from the date of execution and registration of this agreement.

3. **THE OWNER DECLARES as follows:**

- (a) The Owner is the sole and absolute Owner and seized and possessed of and/or well and sufficiently entitled to the said property ALL THAT Land measuring more or less 2 Cottah 13 Chittacks together with a asbestor shed dwelling unit measuring about 900 sq. ft. lying and situated in Mouza- Santoshpur, J.L.No.22, Touzi No. 151, R.S. No. 8, Khatian No. 137, Dag No. 605, and Hal Revisional Settlement Khatian No. 107, R.S. Dag No. 675, L.R. Dag No. 675, L.R. Khatian No. 1849, Pargana Khaspur, Sub-Registry office Sealdah, previous P.S. Kasba thereafter Purba Jadavpur at present Survey Park, District South 24 Parganas within the Jurisdiction of Kolkata Municipal Corporation, Ward No. 103, being K.M.C. Premises No. 294, Santoshpur Avenue, being mailing address- 144/1, Lake East 5th Road, P.S. Survey Park, P.O. Santoshpur, Kolkata-700075, being Assessee No. 31-103-40-0294-4, as mentioned and described in the **SCHEDULE 'A'** hereunder written.
- (b) That the said property is free from all sorts encumbrances, charges, liens lispens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever,
- (c) No person other than the Owner has any title of any nature whatsoever in the property or any part thereof.
- (d) The right, title and interest of the Owner in the property is free from all encumbrances and the Owner has a marketable title thereto.
- (e) The premises or any part thereof is at present not affected by any requisitions 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 has been received by the Owner.
- (f) Neither the property nor any part thereof has been attached and/or is liable to be attached due to Income Tax, Revenue or any other public demand.
- (g) The Owner has not in any way dealt with the property 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.
- (h) The Owner shall have no difficulty in producing income tax clearance certificate or any permission, if required, for completion of transfer of the Developer's allocation to the Developer and/or their nominee/s.

4. **OWNER'S RIGHT**

The Owner will get the Owner's allocation described in the schedule "B" hereunder written without any hindrance from the Developers within 24 months from the date of sanctioning the building plan from K.M.C.

5. **OWNER'S OBLIGATION**

- a) The Owner shall answer and comply with all requisitions made by the

advocate of the Developer for establishing the title of the Owner in respect of the property and shall make out a marketable title, if encumbered any manner. The Owner shall remain liable to rectify all latent defects in the title, if any at his own costs and expenses.

- b) The Developer shall be authorized to construct and complete the building in accordance with the sanction of the building plan at its cost and as per specification as mentioned herein without any interference or hindrance from the side of the Owner subject to the developer fulfilling its obligation.
- c) During the continuance of this agreement the Owner will not let out a fresh, grant, lease, mortgage and/or create any charge in respect of the property or any portion thereof without the consent in writing of the Developer.
- d) The Owner will, if required, execute all deeds of conveyance for conveying the undivided proportionate share of land attributable to any unit relating to the Developer's allocation in the building subject to the developer fulfilling its obligation. The Owner will obtain, if required, necessary certificate and/or permission from Income Tax and/or any other competent authority for conveying the undivided any unit proportionate share of land in the said premises attributable to any unit appertaining to the Developer's allocation or part thereof in favour of the Developer and/or nominee/s.
- e) **The Owner will appoint R.K.CONSTRUCTION, a partnership firm, having its registered office at A/13, Purba Rajapur Canal South Road, P.O. - Santoshpur, P.S.- Survey Park, Kolkata 700075, District South 24 Parganas represented by its partners (1) MR. DEBU NASKAR, son of Late Keshab Naskar, by faith -Hindu, by Occupation-Business, by Nationality - Indian, residing at Narendrapur Station Road, P.O.- Kadarhat, P.S. -Sonarpur, Kolkata - 700 150, (2) MR. BASUDEV DAS, son of Late Prafulla Chandra Das, by faith- Hindu, by Occupation -Business, by Nationality- Indian Residing at A/13, Purba Rajapur Canal South Road, P.O. - Santoshpur, P.S. - Survey Park, Kolkata - 700075, (3) MR. BANDHAN KUMAR NASKAR, son of Sri Jagadish Naskar, by faith Hindu, by Occupation Business, by Nationality Indian, residing at A/3, East Rajapur, P.O. - Santoshpur, P.S. - Survey Park, Kolkata - 700075, as their true and lawful attorney for the followings :-**
 - i. To appear before the Kolkata Municipal Corporation for mutation, C.C. water connection and appear before the CESC for electric connection.
 - ii. To sign all the relevant papers in respect of the said property and present the same to the Kolkata Municipal Corporation and/or

any other competent authority for the sole purpose of developing the first schedule property.

- iii. To appoint Engineers, Surveyors, Architects, Licensed Building Surveyors and other experts necessary for constructing the said building with consent of the land Owner.
- iv. To obtain clearances from all government departments and authorities including Fire Brigade K.M.D.A. Police and the Authorities of Urban Land & Ceiling and other Departments, as may be necessary.
- v. To sign and apply for sanction of drainage, water, electricity and other utilities as may be necessary for the convenience and enjoyment of the building standing on the land of the said premises.
- vi. To appear before any officer of the Kolkata Municipal Corporation or any court or tribunal for assessment of valuation or other purpose in respect of the said building as well as the said property.
- vii. To appear and to act in all courts, civil, criminal and tribunal whenever required with further written approval of Owner.
- viii. To sign and verify plaints and written statements petitions, objections, memo of appeals, affidavits, and applications of all kind and file those in any court of law, in connection with the development of the first schedule property.
- ix. To engage and appoint any advocate or counsel wherever required.
- x. To negotiate on terms for and to agree to and enter into and conclude any Agreement for sale in respect of Developer's Allocation in the said premises and/or part thereof to any purchaser or purchasers at such price the said attorney, in their absolute discretion, thinks proper and/or to cancel and/or repudiate the same.
- xi. To receive from the intending purchaser any earnest money and/or advance or advances and also the balance of purchase money against the Developer's allocation of the said premises and/or part thereof and to give good, valid receipt and discharge for the same which will protect the purchaser or purchaser

without seeing the application of the money.

xii. To present any such agreement or agreements in respect of the said premises and/or part thereof for registration, to admit execution and receipt of consideration before the competent Registration Authority/s for and to have the said Agreement registered and to do all things which his said attorney shall consider necessary for Agreement for Sale of the said premises and/or part thereof as aforesaid to the purchaser as full and effectually in all respects as the Owner done the same by themselves.

xiii. To enter into any agreement with other person/persons on our behalf and to sign and execute all other deeds or conveyances to transfer deeds or instruments, assurances or declaration of deeds on our behalf and take consideration money thereof on our behalf in connection with sale of the property in respect of Developer's allocation only and present the same before the Learned Registering Authority for admit and complete registration on my behalf, in connection with such sale of our said property as mentioned in the schedule hereunder written.

AND GENERALLY to do all the lawful acts necessary for the above mentioned property and we hereby agree that all acts and things lawfully done by the said Attorney shall be considered as the acts, deed and things done by me, provided that all such acts and things done by the said Attorney in conformity with law. I undertake to rectify and confirm all and whatsoever that our said Attorney shall lawfully do or cause to be done for me by virtue of the power hereby given.

- f) The Owner shall, if required, execute Deed of Conveyance, in respect of sale of undivided proportionate share of land attributable to the units pertaining to the Developer's Allocation and present the same before the registration authority in respect of Flat and car parking space/spaces pertaining to the Developer's allocation for registration at the cost of the Developer and/or Owner may execute fresh Power of Attorney for granting sale power after getting the possession Owner's allocation after fulfillment of developer's obligation.
- g) The Owner, with the execution of this agreement, will hand over original certified copy of title deeds relating to the said property to the Developer.
- h) The Owner will extend all reasonable Co-Operation to the Developer for effecting construction of the said building.

6. DEVELOPER'S RIGHT

- a) The Developer shall have the exclusive right to build and complete the building at its cost within the stipulated time as aforesaid.
- b) In the event of any dispute, both die parties will amicably settle the matter.
- c) The Developer shall have the exclusive right to commercially exploit the Developer's allocation if consideration money fully paid by the Developer without any obstruction and/or claim from the Owner. The Developer will have full right and absolute authority to enter into any sale agreement with any purchaser in respect of the Developer's portion of the said property at any price of their discretion and receive advance/consideration in full thereof after getting the sanctioned building plan from the Kolkata Municipal Corporation.
- d) Developer shall be entitled to occupy and use the property SUBJECT TO the terms of this agreement, for the duration of the project. The Developer shall be entitled to use the said premises for setting up a temporary site office and/or quarters for its guard and other staff and shall further be entitled to put up sign boards and advertisement in the project and cost its watch and ward staffs after getting possession of the said property from the Owner.
- e) Upon being inducted into the premises, the Developer shall be at liberty to do all works as be required for the project and to utilize the existing electricity and water, if any, in the property, at their costs and expenses. The Developer shall have the right to obtain temporary connection of utilities for the project and the Owner shall sign and execute all papers and documents necessary therefore by the concerned authorities for such utilities required.
- f) The Developer will be entitled to receive, collect and realize all money out of the Developer's allocation from the intending purchaser in respect of the units/spaces/car parking spaces/ shop appertaining to the Developer's allocation without creating any personal and/or financial liability upon the Owner.
- g) The Developer shall cause such changes to be made in the plans as the architect may approve and/or shall be required by the concerned authorities, from time to time.
- h) The developer power will be ceased after construction and sale of developer's allocation in the said newly constructed building.
- i) The Developer will be entitled to deliver unit pertaining to the Developer's allocation to the purchaser simultaneously and/or after

delivery of the Owner's allocation to the Owner.

- j) The Developer will be entitled to transfer the undivided proportionate share of land in the premises together with proposed flats/units etc. attributable to the Developer's allocation by virtue of the Power of Attorney to be given by the Owner to the Developer or their nominee/s after getting the possession of Owner's allocation in the newly constructed building.
- k) The Developer's will be entitled to make publicity and advertisement in all possible manners for the benefit of commercial exploitation of the Developer's allocation.
- l) The Developer will be entitled to acquire the materials of the existing building at their discretion without any claim whatsoever of the Owner.
- m) The Owner shall give such co-operation to the Developer and sign all papers, confirmation and/or authorities as may be reasonably required by the Developer from time to time, for the development of the property as per this agreement, at the cost and expenses of the Developer.
- n) The Owner will bear all the taxes and impositions of the property and/or part thereof till the date of delivery of possession of the premises to the Developer for development of the property as per this agreement.
- o) The Developer with the co-operation of the Owner will make all the arrangement for mutation of the property at its cost and the same will be adjusted from the owner's allocation before handing over the owner's allocation to the Owner by the Developer.

7. DEVELOPER'S OBLIGATION

- a) The Developer will handover owner's allocation to the Owner within **24 months** from the date of sanctioning the building plan from KMC. Time may be extended for another 6 (Six) months by mutual written consent of the both parties. Time is the essence of this Agreement. In the event of any disputes, both the parties will amicably settle the matter according to situation and/or refer the matter to the Arbitrator. If the Developer fails to complete the project within stipulated time, the Owner is entitled to terminate this agreement and refund all the moneys and expenses which are invested by the Developer in the premises with Bank rate interest.
- b) All costs, charges, expenses and responsibility for construction of the building and/or the development of the said premises shall be borne and paid by the Developer exclusively.
- c) The Developer shall construct the building with standard materials available in the market.

- d) The Developer will bear all cost arising out of the construction of the building.
- e) The Developer will bear all liabilities and impositions in respect of the premises and/or part thereof from the date of taking possession of the premises for development till it delivers to the Unit Owners.

8. OWNER'S INDEMNITY

- a) The Developer indemnify the Owner against all claims, accidents actions, suits and proceedings arising out of any acts of the Developer in connection with the construction of the building.
 - b) The Developer shall indemnify and keep the Owner indemnified in respect of all costs, expenses, liabilities, claims, and/or proceedings arising out of any acts done in pursuance of the authorities as aforesaid.
 - c) The Developer shall keep the Owner saved harmless and indemnified in respect of any loss, damages, costs, claims, charges and proceedings that may arise in pursuance hereof.
 - d) The Developer indemnifies the Owner against all claims or demand that may be made due to anything done by the Developers during development of the said premises and the construction of the new building including the claim by the adjoining properties for damages their building.
 - e) The Developer indemnifies the Owner against all claim and demands of the suppliers, contractors, workmen, intending purchaser of the proposed building and agents of the Developer on the account whatsoever including any accident or other loss. The Developer indemnifies the Owner against any demand and/or claim made by the unit holder in respect of the Developer's allocation.
 - f) The Developer indemnifies the Owner against any action taken by the Municipality and/or other authority for any illegal or faulty or unsafe construction or otherwise of the building.
 - g) The Developer hereby agrees with the Owner not to do any act deed or things whereby the Owner will be prevented from enjoying, selling, disposing, assigning of any of Owner's allocation in the property.
9. **THE OWNER AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT as FOLLOWS**
- (a) That the OWNER have hereby granted exclusive right to the DEVELOPER to undertake the new construction on the said property to be constructed on the said Premises a residential cum commercial 3

storied building to be erected as per the sanction plan to be sanctioned by The Kolkata Municipal Corporation Borough Office XI at the cost of the DEVELOPER.

- (b) **OWNER'S ALLOCATION** : the DEVELOPER shall give the OWNER as the OWNER'S ALLOCATION as described in the SCHEDULE "B" hereunder written. Entire sale proceeds etc. of the rest construction shall be enjoyed by the DEVELOPER herein in respect of the Developer's Allocation as mentioned in the SCHEDULE-C below.
- (c) That all applications, plans and other papers and **documents** as may be required by the DEVELOPER for the purpose of obtaining necessary approval and sanction of the building plan and its alternation/ modification/verification of the sanction building plan from the appropriate authorities has been prepared, signed and submitted by the DEVELOPER for and in the name of the OWNER at the cost of DEVELOPER and if any alteration/modification of making further plans for proposed construction are required the OWNER shall give such written permission to the DEVELOPER without any interruption.
- (d) For all that purpose of sanction of Building plan applications, petitions, affidavits, drawings, sketches and for getting such altered/ modified plan or further plans to be approved by the appropriate authorities the DEVELOPER shall appear, represent, sign before the concerned authorities on behalf of the OWNER in his name and on his behalf in connection with any or all of the matters aforesaid and the OWNER, in such circumstances, shall give assistance/ co-operation/ signatures whenever necessary to the DEVELOPER for the interest of the proposed project.
- (e) That the DEVELOPER shall erect the building in the said property as per said sanction building plan and for the same the OWNER shall put their signature as and when necessary and the during construction or after construction the DEVELOPER shall sell only the Developer's allocation together with proportionate undivided land share and other common rights to the intending purchasers and receive part or full consideration money from the sale of part or full of DEVELOPER'S ALLOCATION to be erected at the cost of the DEVELOPER,
- (f) The DEVELOPER shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a 3 stoned building thereon in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation Office at the cost of the DEVELOPER.
- (g) The DEVELOPER shall make, build, construct, supervise and carry out

all the acts through contractors and sub-contractors in such manner as may be thought fit and proper by them for such construction of the said proposed building according to the building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office referred to in this Agreement on the said Property and shall file applications etc. for obtaining water, electric, sewerage and other connections and other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said premises in terms of this Agreement.

- (h) That the DEVELOPER shall be exclusively entitled to its respective share of the DEVELOPER'S ALLOCATION with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.
- (i) The DEVELOPER shall apply in the name of the OWNER and represent them before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon in terms of this agreement and the OWNER shall not raise any objections for it on the contrary the OWNER shall give full co-operation for doing the proposed project.
- (j) That the DEVELOPER shall at its own costs construct and complete the proposed building at the said "Premises" in accordance with the sanction building plan to be sanctioned by The Kolkata Municipal Corporation Office and as well as hereby annexed specifications and the DEVELOPER shall take all the responsibility and risk regarding the construction of the proposed building and further covenant to complete, the said building within 24 (Twenty Four) months from the date of sanction of building plan and time may be extended for further 6 months by mutual consent of the both parties herein.
- (k) That the DEVELOPER shall install in the said building at its own costs pump operated water connection through water lines in each floors/flats, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things and also other facilities as are required to be provided in the new building constructed for sale of the flats etc. therein on Ownership basis and as mutually agreed upon.
- (l) In case if it is required to pay any outstanding dues to the municipality or any other outgoings and liabilities in respect of the premises till the date the Owner hand over the vacant and peaceful possession of the premises to the Developer, for development of the property, then the Owner shall pay such dues and bear the costs and expenses thereof and the Developer shall be liable for the subsequent period, if any. In other word, the Developer shall pay the municipal rates and taxes and electricity bills as outstanding dues of the said premises till the date of

handing over possession of the Owner's allocation to the Owner.

- (m) The Owner shall be solely and exclusively entitled to the Owner's allocation and the Developer shall be solely and exclusively entitled to the Developer's allocation in the newly constructed building along with common service area as per sanctioned plan.
 - (n) The Owner and the Developer shall be entitled absolutely to their respective allocation and shall be at liberty to deal therewith in any manner they deem, fit and proper **SUBJECT TO HOWEVER** the general restrictions for mutual advantage inherent in the Ownership schemes. Developer will also be at liberty to enter into agreement for sale of their respective allocation.
 - (o) The Developer shall be entitled to all such monies receivable in respect of the Developer's allocation **PROVIDED HOWEVER** that the monies payable and/or deposits for common purposes and common expenses shall be receivable only by the Developer from all the units Owners till formation of the society or any Owners association. Joint account may be operated by the owners and developer until formation or society or owners association.
 - (p) The Developer will provide electricity connection for the entire building and all the Unit Owners and/or their nominees shall reimburse the Developer, proportionately, the total of deposits and expenses as be required to obtain electricity from the C.E.S.C or otherwise.
 - (q) Upon completion of the building and/or floors therein, from time to time, the Developer shall maintain and manage the same in accordance with such rules as may be framed by all the owners/ occupiers developer and as in conformity with other buildings containing Ownership flats. The Developer and all the Unit Owners and/or their transferees, if any, shall comply with the said rules and/or regulations and shall proportionately pay all costs, charges, expenses and outgoings in respect of the maintenance and management. The Developer will cooperate to form an association.
 - (r) If so required by the Developer, the Owner shall join and/or cause such persons as may be necessary to join in any documents conveyance and/or 'any other documents of transfer that the Developer may enter into with any person who desire to acquire units comprised in the Developer's allocation and similarly, the Developer shall join in respect of the Owner's Allocation.
10. **THE OWNER HEREBY AGREE AND COVENANT WITH THE 'DEVELOPER** as follows:-
- i) Not to cause any interference or hindrance whatsoever in the construction of the said building at the said property by the

DEVELOPER.

- ii) Not to do any act or things whereby the DEVELOPER may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the DEVELOPER'S ALLOCATION in the building to be erected at the said property as mentioned herein.
- iii) At the time of execution of this Agreement The OWNER positively give Vacant possession of the entire land and premises as mentioned in the SCHEDULE 'A' hereunder to the DEVELOPER for making construction work of the proposed building as per sanction building plan to be sanctioned by the concerned the Kolkata Municipal Corporation Office at the cost of the DEVELOPER within 24 (Twenty Four) months -from the date of sanction of the building plan and also from the date of taking over possession whichever is later.
- iv) The DEVELOPER shall sell all the flats, etc. of the proposed building, as the DEVELOPER'S ALLOCATION (strictly excluding the Owner's Allocation) as described in the SCHEDULE 'D' hereunder written TOGETHER WITH proportionate undivided share of land of the said premises and the common portions, roof of the building proportionately and proportionate services of common places. The DEVELOPER shall receive the advance and advances or part or full i.e., entire consideration money from the intending purchasers of the relative flats and/or all other portions of the building on Developer's allocation from the intending Purchaser as per its terms and conditions and the DEVELOPER shall decide and fix up the such consideration money upon its allocation and services the same for the intending Purchasers and shall have right to execute and register all the Conveyance, Deeds or Agreement for sale in favour of die intending Purchasers only upon the DEVELOPER'S ALLOCATION.
- v) The OWNER hereby empowers and authorizes the DEVELOPER to do this project in connection with the said property as described in the SCHEDULE-'A' hereunder written such as to sell or any kind of transfer of the DEVELOPER'S ALLOCATION through registered deeds to the intending purchaser and to make agreement for sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well sewerage plan and drainage plan and to take water or electric connection and also drainage and sewerage connection therein and also to execute any document, declaration or affidavit the 'interest of the project etc. to appoint different type of professional men, to appoint advocate, to receive part or full consideration money on the DEVELOPER'S ALLOCATION, to negotiate any matter for the said property etc.

11. THE DEVELOPER HEREBY AGREE AND COVENANT WITH THE

OWNER as follows :-

- (i) To get maximum sanction area from The Kolkata Municipal Corporation the DEVELOPER will take all the necessary steps and such sanction of modification or alteration is required shall be done at DEVELOPER'S cost.
- (ii) To complete the construction of the building within 24 (Twenty Four) months from the date of sanctioning the building plan with a further scope of extension of Six months depending on the requirement of project completion after mutual discussion. It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot, any prevailing rule, cyclone or tempest if the such construction work is hampered the such delay shall not be counted and the DEVELOPER shall have liberty to extend the extra time for six months as per its requirement after mutual discussion.
- (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building.
- (iv) Not to do any act, deed or thing from the part of the OWNER whereby the DEVELOPER is prevented from enjoying, selling assigning and/or disposing of any of the DEVELOPER'S ALLOCATION in the said building.
- (v) All deeds and documents on Developer's Allocation shall be registered by the DEVELOPER on behalf of the OWNER by virtue of registered Development Power of Attorney.
- (vi) Completion time of the project shall be 24 (Twenty Four) months from the date of sanction of the building plan by K.M.C with a further scope of extension of Six months for project completion after discussion of both the parties.
- (vii) K.M.C tax with arrears, if any, upto the date of signing the Agreement is to be paid by the OWNER and thereafter upto the period of handing over of Owner's Allocation such taxes shall be paid by the DEVELOPER.
- (viii) The Developer shall pay monthly rent Rs. 22,000/- (Rupees Twenty Two Thousand only) to the owner as alternative accommodation from the month of May, 2022 till handover Owner's Allocation to the Owner herein.
- (viii) The construction specification shall be part of this agreement.

12. MUTUAL COVENANT AND INDEMNITIES:-

- i) OWNER hereby undertake that the DEVELOPER shall be entitled to the entire proposed construction excluding the Owner's Allocation and the DEVELOPER shall enjoy its Allocation without interference or disturbances from the Owner's end, provided the DEVELOPER shall

perform all the construction work as per the terms and conditions as within mentioned including various specifications as laid down as per annexure.

- ii) The OWNER shall execute and register the Development Agreement and Registered Development Power of Attorney in favour of the DEVELOPER to complete the project and also execute and register conveyance Deeds in favour of the intending purchasers and the DEVELOPER shall also execute and register the Deed of Conveyance in favour of the intending Purchasers on the DEVELOPER'S ALLOCATION (strictly excluding the Owner's Allocation) and the OWNER shall join in the same when they shall be called for. The said, power shall remain in force till the completion of project and registration of the DEVELOPER'S ALLOCATION.
- iii) The Owner shall deposit the original Deed, link deeds, paid tax bill of K.M.C. and B.L. & L.R.O. mutation certificate and other original papers in respect of the property to the DEVELOPER at the time execution of this agreement and the DEVELOPER shall grant receipt for the same in favour of the OWNER.
- iv) After completion of the building the Owner's shall take possession in the OWNER'S ALLOCATION with habitable conditions alongwith the copies of sanctioned building plan, possession letter and Completion Certificate and the OWNER shall then pay the taxes for his allocation in the said building. The DEVELOPER shall pay the taxes for the period of construction of the building. The OWNER shall also pay the maintenance and also the proportionate taxes in respect of the OWNER'S ALLOCATION.
- v) The Owner shall have to hand over vacant possession of the property at the time of execution of this agreement. The DEVELOPER shall complete the building as per sanctioned building plan .

13. COMMON RESTRICTIONS:

- i) Neither party shall use or permit to use of their respective allocation or any portion of the new building for carrying any trade or activity detrimental to the peaceful living of the other occupiers of the building.
- ii) Neither party shall demolish or permit to demolish any wall or make any Structural alteration to the building. Both parties shall abide by all laws, bye-laws, rules and regulations of the competent authority in enjoying the occupation of the building.
- iii) Both parties will jointly form an ad-hoc common body/ committee to look after the maintenance of the building till a formal society is formed. But

when the Developers sell major parts of their allocation, the Developer will cooperate with the owners to form an association.

- iv) Neither party shall use or permit to usage of their respective allocation or any portion of the said building for storing articles which may be detrimental to the free ingress and egress to the building or part thereof which may be hazardous explosive or be generally unsafe.
- v) Both parties will allow the said association or the common person to enter into their respective allocation for maintenance of the building upon giving notice in writing.
- vi) Both parties will bear proportionate tax, maintenance cost, day to day expenditure of their respective allocation after completion and delivery of possession of the building.

14. MISCELLANEOUS

- a) The Owner and the Developer have entered into this agreement purely on independent status and nothing herein shall deem to construct a partnership between the parties in any manner whatsoever.
- b) Save and except this agreement no agreement and/or oral representation between the portions hereto exists or will have any validity.

15. FORCE MAJURE

- a) The Developer will complete the Building within the stipulated period subject to the circumstances which may be found beyond control of the Developer.
- b) In case there be delay in the Developer fulfilling it's obligations hereunder due to the reasons beyond the control of the Developer or reasonable estimation like Act of God, natural calamities, strike, non-availability of materials and other unforeseen reasons viz. war then the Developer shall not be liable for any interest or damages thereof. But in case the Developer fail to fulfill it's obligations mentioned in this agreement and could not complete and hand over possession of the flat/unit except the reasons mentioned above the Developer are bound to pay Rs 10,000/- per annum if any such is claimed by the Owner.

16. ARBITRATION:

- a) Save and except what has been specially stated hereunder, all disputes differences between the parties arising out of the meaning construction of this Agreement of their respective right and liabilities as per this Agreement shall be adjudicated by the Arbitrator to be appointed jointly by the Parties or of two independent Arbitrators, one to be appointed by each of the parties, who shall jointly appoint an umpire and the decision of the Arbitrators or the Umpire shall be final and conclusive on the subject as between the parties.

- b) Notwithstanding the foregoing provisions, the right to sue for Specific Performance of Contract by one part against the other as per the terms and conditions of this Agreement shall remain unaffected.

17. JURISDICTION:

All courts, within the limits of Alipore, District South 24-Parganas, and the High Court at Calcutta.

SCHEDULE "A" ABOVE REFERRED TO
(Description of the entire property)

ALL THAT Land measuring more or less 2 Cottah 13 Chittacks together with a asbestor shed dwelling unit measuring about 900 sq. ft. lying and situated in Mouza- Santoshpur, J.L.No.22, Touzi No. 151, R.s. No8, Khatian No. 137, Dag No. 605, and Hal Revisional Settlement Khatian No. 107, Dag No. 675, L.R. Dag No. 675, L.R. Khatian No. 1849, Pargana- Khaspur, Sub-Registry office Sealdah, previous P.S. Kasba thereafter Purba Jadavpur at present Survey Park, District South 24 Parganas within the Jurisdiction of Kolkata Municipal Corporation, Ward No. 103, being K.M.C. Premises No. 294, Santoshpur Avenue, Assessee No. 31-103-40-0294-4, being mailing address- 144/1, Lake East 5th Road, P.S. Survey Park, P.O. Santoshpur, Kolkata-700075, The said land is butted and bounded as follows :

The North : Hal Dag No. 675.
The South : Part of Sabek Dag No.603,
The East : 12'-0" wide Road,
The West : Hal Dag No. 1898.

SCHEDULE - 'B' ABOVE REFERRED TO
(OWNER'S ALLOCATION) TO BE OBTAINED FROM THE DEVELOPER

The OWNER shall get 1. complete 3 single bed room flats on the Ground Floor of the proposed building. 2. complete one Bed room flat on the Second Floor and 50% of one 3 BHK Flat on the Second Floor of the proposed 3 storied building together with undivided proportionate share of land underneath including proportionate share in the common parts and facilities in the proposed building in all respect as Specification as mentioned in the Schedule "F" appearing hereunder, along with adjustable amount of Rs. 30,00,000/- (Rupees Thirty Lakh) only to be paid by the DEVELOPER as per payment schedule below : (1) At the time of execution of this Agreement : Rs. 5,00,000/- , (2) After sanction of the proposed building Plan from K.M.C. : Rs. 5,00,000/- and (3) After completion of the super structure of the proposed building : Rs. 20,00,000/-. Besides, the OWNER shall enjoy the undivided proportionate share of land and enjoy all the common rights and facilities of the proposed building and it is appearing as the consideration for the land as described in the SCHEDULE "A" herein above written.

SCHEDULE - 'C' ABOVE REFERRED TO
(DEVELOPER ALLOCATION)

ALL THAT piece and parcel of 1. entire First Floor area. 2. 50% of one 3 BHK Flat on the Second Floor of the proposed 3 storied building . 3. Rest of the area on the Ground Floor save and except Owner's Flats in the Ground Floor of the 3 storied building as mentioned in the SCHEDULE "B" above. The entire building shall be constructed by the DEVELOPER at its cost as per sanction building plan to be sanctioned by K.M.C. and also as per annexed specification. The DEVELOPER shall enjoy the undivided proportionate land share out of total land as mentioned in the SCHEDULE "A" herein and also right to use the common facilities and rights as mentioned in the SCHEDULE - 'D'.

SCHEDULE - "D" ABOVE REFERRED TO
(Portions for common facilities and amenities)

1. Entrances and Exits,
2. Ultimate roof of the building, stair and staircase landing.
3. Boundary Walls and main gates.
4. All open except in the building of the said premises, lobbies, K.M.C Water line , (save those inside any unit).
5. Electrical installation wiring and accessories for lighting for common portions.
6. Drains sewerages and pipes.
7. Other common areas an installation and/or equipment as provided in the building for common use and/or enjoyment.
8. The excess area of ground floor after providing sanctioned shall remain common.

SCHEDULE - "E" ABOVE REFERRED TO
(COMMON EXPENSES)

- A) All electricity charges payable in common for common portions of the buildings.
- B) Premium for insurance of the building if any made.
- C) Municipal and all other taxes levied on the building and other outgoings and any other charges required for payment towards the common use

and enjoyment.

- D) Salaries and/or wages for Darwan, Sweeper, etc.
- E) Regular maintenance of the building & attachment including periodical paintings of the outer side of the buildings and common spaces.
- F) Maintenance of Sewerage lines, External pipelines, sanitary tanks, underground water reservoir and other common attachments.
- G) Any other common expenses that the Association of Buyers may decide if any all formed by the flat Owners

**SCHEDULE – "F" ABOVE REFERRED TO
(SPECIFICATION OF THE BUILDING CONSTRUCTION)**

ALL Civil work as per I.S.I, standard.

1. Entire Floor Marble
2. Sal wood frame in door.
3. Factory made phenol bonded ply flush door shutter in door.
4. M.S. Grill (Square Bar) and Aluminum with glass fitted sliding Window.
5. Putty in the inner wall
6. Weather coat or equivalent paint in outside wall.
7. Flash doors & sliding windows
8. Colour glazed tiles (15"x10") in W.C. and toilets upto 6 ft. height and 4 ft height in kitchen.
9. Black granite slab on kitchen platform.
10. Steel sink in kitchen.
11. Concealed electrical & water supply line.
12. Verandah railing up to window seal height (3').
13. White vitreous commode, pan, and basin of Hindwar/ESSCO.
14. Main door with one side door skin.
15. Roof tiles on roof for leak and heat proof with a coat of SIKALATEX.
16. ESSCO Mark plumbing fittings.
17. Loft will be provided if the such sanction is obtained.
18. Boundary wall of the premises within two Nos. iron gate for egress and ingress

ELECTRICAL SPECIFICATION OF FLAT

Bed Room :	2 Light points, 1 Fan point, 1 Plug point (5 Amp.)
Drawing/Dining :	2 Light points, 2 Fan point, 1 Plug point, 1 Telephone point, 1 Cable point, 2 Plug point (15 amp.), 1 Gaffing Bell point and 1 washing machine point.
Kitchen :	1 Light point, 2 Plug point (15 amp.), 1 Exhaust Fan point, 1 Chimney point 1 plug point
Toilet :	1 Light point, 1 Geyser point, 1 Exhaust Fan

Point.

W.C : 1 light point, 1 Exhaust Fan point

Verandah : 1 Light Point and 1 plug point

It is noted that if any extra work is done out of the said specification by the OWNER, for such extra work, the OWNER shall pay the necessary cost to.

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

WITNESSES :

1. Agnit Roy
38/P, New Santoshpur Main Road
KOL- 700075

AGNIT ROY

AGNIT ROY
SIGNATURE OF THE OWNER

2. Shyamal Kumar,
Sub Engineer, Waterworks
Kolkata - 700147

R.K. Construction
Debenaskar
Partner

R.K. Construction
Basudev Das
Partner

R.K. Construction
Bardhan Kumar Naskar
Partner

SIGNATURE OF THE DEVELOPER



RECEIVED by the within named landowner from the within named developer a sum of Rs. 5,00,000/- (Rupees Five Lac only) in respect of this Agreement as per MEMO given below.

<u>MEMO OF CONSIDERATION</u>			
<u>Date</u>	<u>Amount</u>	<u>Cheque No.</u>	<u>Name of the Bank & Branch.</u>
04.05.2022	5,00,000.00	048547	Bank of India, Highland Park, Kolkata – 700075

Rs. 5,00,000.00

(Rupees Five Lac only)

WITNESSES :

1. Agnit Roy
38/P, New Santoshpur Main Road
Kolkata - 700075

2. Shyamal Gayen
Sulthangpur, Nabipur
Kolkata 700147

Biswanath Roy
SIGNATURE OF THE OWNER

Drafted by:
Parvathy Chatterjee
Advocate 4M383/83
Alipore Criminal Court
Kolkata- 700 027.

Typed by:
S. Gayen
Shyamal Gayen
22, Janata Road, P.O. Santoshpur,
P.S. Survey Park, Kolkata-700 075

PRESENTANT/
EXECUTANT

COLOUR
PASSPORT
PHOTO

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

NAME _____

SIGNATURE _____

PRESENTANT/
EXECUTANT



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

NAME _____

SIGNATURE Biswanath Roy

PRESENTANT/
EXECUTANT



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Left Hand					
Right Hand					

NAME DEBU NASKAR

SIGNATURE Debu Naskar

PRESENTANT/
EXECUTANT



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Right Hand					

NAME _____

SIGNATURE _____

PRESENTANT/
EXECUTANT

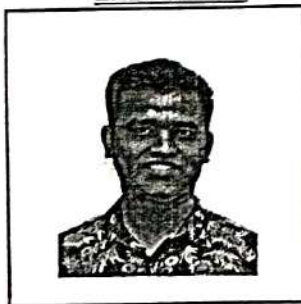


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NAME BASUDEV DAS

SIGNATURE Basudev Das

PRESENTANT/
EXECUTANT



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

NAME BANDHAN KUMAR NASKAR

SIGNATURE Bandhan Kumar Naskar

Major Information of the Deed

Deed No :	I-1603-06698/2022	Date of Registration	05/05/2022
Query No / Year	1603-2001306921/2022	Office where deed is registered	
Query Date	02/05/2022 6:54:52 PM	D S R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Shyamal Gayen 22, Janata Road, Thana : Purba Jadabpur, District : South 24-Parganas, WEST BENGAL, PIN - 700075, Mobile No. : 9874954060, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs 2/-	Rs. 93,55,499/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs 10.021/- (Article:48(g))	Rs 5,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Santoshpur Avenue, , Premises No: 294, , Ward No: 103 Pin Code : 700075



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	2 Katha 13 Chatak	1/-	91,12,499/-	Width of Approach Road: 12 Ft.,
Grand Total :				4.6406Dec	1 /-	91,12,499 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	900 Sq Ft.	1/-	2,43,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 900 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		900 sq ft	1 /-	2,43,000 /-	

Lord Details :

Name,Address,Photo,Finger print and Signature







Name	Photo	Finger Print	Signature
Shri Biswanath Roy Son of Late Jogesh Chandra Roy Executed by: Self, Date of Execution: 05/05/2022 , Admitted by: Self, Date of Admission: 05/05/2022 ,Place : Office			<i>Biswanath Roy</i>
	05/05/2022	LTI 05/05/2022	05/05/2022

38P, New Santoshpur Main Road, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24 -Parganas, West Bengal, India, PIN:- 700075 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: adxxxxxx4a, Aadhaar No: 77xxxxxxxx4273, Status :Individual, Executed by: Self, Date of Execution: 05/05/2022 , Admitted by: Self, Date of Admission: 05/05/2022 ,Place : Office






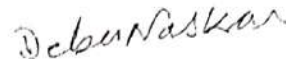
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	R K CONSTRUCTION A/13, East Rajapur, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 , PAN No.:: AAxxxxxx2E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative




Representative Details :

SI No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Shri Basudev Das Son of Late Prafulla Chandra Das Date of Execution - 05/05/2022, , Admitted by: Self, Date of Admission: 05/05/2022, Place of Admission of Execution: Office </td> <td></td> <td></td> <td><i>Basudev Das</i></td> </tr> <tr> <td></td> <td>May 5 2022 3:05PM</td> <td>LTI 05/05/2022</td> <td>05/05/2022</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Shri Basudev Das Son of Late Prafulla Chandra Das Date of Execution - 05/05/2022, , Admitted by: Self, Date of Admission: 05/05/2022, Place of Admission of Execution: Office			<i>Basudev Das</i>		May 5 2022 3:05PM	LTI 05/05/2022	05/05/2022
Name	Photo	Finger Print	Signature										
Shri Basudev Das Son of Late Prafulla Chandra Das Date of Execution - 05/05/2022, , Admitted by: Self, Date of Admission: 05/05/2022, Place of Admission of Execution: Office			<i>Basudev Das</i>										
	May 5 2022 3:05PM	LTI 05/05/2022	05/05/2022										

A/13, East Rajapur, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx2D, Aadhaar No: 45xxxxxxxx2157 Status : Representative, Representative of : R K CONSTRUCTION

Name	Photo	Finger Print	Signature
Shri Bandhan Kumar Naskar Son of Shri Jagadish Naskar Date of Execution - 05/05/2022, , Admitted by: Self, Date of Admission: 05/05/2022, Place of Admission of Execution: Office			
May 5 2022 3:03PM	LTI 05/05/2022	05/05/2022	
A/3, East Rajapur, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxxx5E, Aadhaar No: 53xxxxxxxx9277 Status : Representative, Representative of : R K CONSTRUCTION (as partner)			
Name	Photo	Finger Print	Signature
Shri Debu Naskar (Presentant) Son of Late Keshab Naskar Date of Execution - 05/05/2022, , Admitted by: Self, Date of Admission: 05/05/2022, Place of Admission of Execution: Office			
May 5 2022 3:04PM	LTI 05/05/2022	05/05/2022	
Narendrapur Station Road, City:- , P.O:- Sonarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx5E, Aadhaar No: 37xxxxxxxx5669 Status : Representative, Representative of : R K CONSTRUCTION (as partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Shri Shyamal Gayen Son of Late P C Gayen Subhasgram, Natunpally, City:- , P.O:- Subhasgram, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700147			
05/05/2022	05/05/2022	05/05/2022	
Identifier Of Shri Biswanath Roy, Shri Basudev Das, Shri Bandhan Kumar Naskar, Shri Debu Naskar			

Transfer of property for L1		
SI.No	From	To. with area (Name-Area)
1	Shri Biswanath Roy	R K CONSTRUCTION-4.64063 Dec
Transfer of property for S1		
SI.No	From	To. with area (Name-Area)
1	Shri Biswanath Roy	R K CONSTRUCTION-900.00000000 Sq Ft

Endorsement For Deed Number : I - 160306698 / 2022

05-05-2022

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 of Indian Stamp Act 1899.

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

Presented for registration at 13:59 hrs on 05-05-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri Debu Naskar ,.

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 93.55.499/-

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

Execution is admitted on 05/05/2022 by Shri Biswanath Roy, Son of Late Jogesh Chandra Roy, 38P, New Santoshpur Main Road, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Business

Indetified by Shri Shyamal Gayen, , , Son of Late P C Gayen, Subhasgram, Natunpally, P.O: Subhasgram, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700147, by caste Hindu, by profession Business

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

Execution is admitted on 05-05-2022 by Shri Basudev Das,

Indetified by Shri Shyamal Gayen, , , Son of Late P C Gayen, Subhasgram, Natunpally, P.O: Subhasgram, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700147, by caste Hindu, by profession Business

Execution is admitted on 05-05-2022 by Shri Bandhan Kumar Naskar, partner, R K CONSTRUCTION (Sole Proprietorship), A/13, East Rajapur, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075

Indetified by Shri Shyamal Gayen, , , Son of Late P C Gayen, Subhasgram, Natunpally, P.O: Subhasgram, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700147, by caste Hindu, by profession Business

Execution is admitted on 05-05-2022 by Shri Debu Naskar, partner, R K CONSTRUCTION (Sole Proprietorship), A/13, East Rajapur, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075

Indetified by Shri Shyamal Gayen, , , Son of Late P C Gayen, Subhasgram, Natunpally, P.O: Subhasgram, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700147, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,053/- (B = Rs 5,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/05/2022 5:48PM with Govt. Ref. No: 192022230019285871 on 03-05-2022, Amount Rs: 5,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKT5763968 on 03-05-2022, Head of Account 0030-03-104-001-16

Amount of Stamp Duty

Amount that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 50/-, by
Stamp = Rs 9,971/-
Description of Stamp
Stamp: Type: Impressed, Serial no 259410, Amount: Rs.50/-, Date of Purchase: 02/05/2022, Vendor name: S Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 03/05/2022 5:48PM with Govt. Ref. No: 192022230019285871 on 03-05-2022, Amount Rs: 9,971/-, Bank:
State Bank of India (SBIN0000001), Ref. No. CKT5763968 on 03-05-2022, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 238524 to 238568
being No 160306698 for the year 2022.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2022.05.06 13:30:41 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/05/06 01:30:41 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)