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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



K 814229

Handwritten notes:
 2/11/23
 2/11/23
 N=6873/58/-

Certified that the Document is admitted of Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar of Assurances-IV, Kolkata

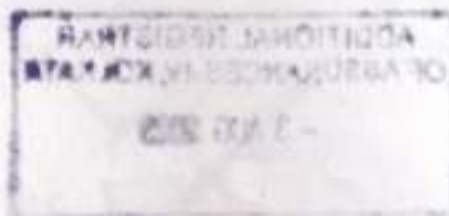
Additional Registrar of Assurances-IV, Kolkata

1- 3 AUG 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made 3rd day of August, 2023;

BETWEEN



SCOPE/6301

STAMP/0011

284397

Sudensan Roy Adutz

HC Const Cl

01 AUG 2023

01 AUG 2023

NAME.....
 ADD.....
 Rs. mt - 1 AUG 2023
S. CHATTERJEE
 Licensed Stamp Vendor
 C. C. Court
 22 & K. S. Roy Road, Kol-1



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ISSUE DATE - 3 AUG 2023



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**ADDITIONAL REGISTRAR
 OF ASSURANCES-IV, KOLKATA**
 - 3 AUG 2023



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



192023240153620578

GRN Details

GRN:	192023240153620578	Payment Mode:	SBI Epay
GRN Date:	02/08/2023 17:41:24	Bank/Gateway:	SBIPay Payment Gateway
BRN :	4701932024237	BRN Date:	02/08/2023 17:41:51
Gateway Ref ID:	IGAPZBEGU9	Method:	State Bank of India NB
GRIPS Payment ID:	020820232015362056	Payment Init. Date:	02/08/2023 17:41:24
Payment Status:	Successful	Payment Ref. No:	2001957397/1/2023

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr SUDARSAN ROY
Address:	45, R M B ROAD, KOL-108
Mobile:	9432353284
Period From (dd/mm/yyyy):	02/08/2023
Period To (dd/mm/yyyy):	02/08/2023
Payment Ref ID:	2001957397/1/2023
Dept Ref ID/DRN:	2001957397/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001957397/1/2023	Property Registration- Stamp duty.	0030-02-103-003-02	5021
2	2001957397/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	2021
Total				7042

IN WORDS: SEVEN THOUSAND FORTY TWO ONLY.

SMT. MADHUCHHANDA MAITRA, (PAN - AKRPM5726E, AADHAAR - 5020 4406 0756), wife of Niranjan Maitra, by faith - Hindu, by occupation - Housewife, residing at P-387/A, Parnasree Pally, P.O. Parnasree Pally & P.S. Parnasree, Kolkata - 700060, hereinafter referred to as **LAND OWNER** (which expression shall unless excluded by or repugnant to the context be deemed to include her administrators, executors, representatives and assigns) of the **ONE PART**.

AND

KCMC CONSTRUCTION PVT. LTD., (PAN - AAKCK1599F), a Company incorporated under Companies Act, having its office at 528, Parnasree Pally, P.O. Parnasree Pally, P.S. Parnasree, Kolkata - 700060, represented by its Directors namely **1) SRI KANTI KR. CHATTERJEE, (PAN - AFCPC9984N, AADHAAR - 2930 2984 7796)**, son of Sri Sankari Prasad Chatterjee, by faith - Hindu, by occupation - Business, residing at 121, B.B. Chatterjee Road, P.O. & P.S. Kasba, Kolkata - 700042, **2) SMT. MAHASWETA CHOUDHURY, (PAN - ANPPC6586F, AADHAAR - 6525 0971 1981)**, wife of Sri Supratim Choudhury, by faith - Hindu, by occupation - Business, residing at 528, Parnasree Pally, P.O. Parnasree Pally, P.S. Parnasree, Kolkata - 700060, hereinafter referred to as **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, legal and representatives successors-in-office and assigns) of the **SECOND PART**.

WHEREAS The State Government of West Bengal by its Land and Land Revenue Department Declaration No. 3176 L. Dev. Dated 25.03.1950 and published in the Calcutta Gazette dated 30.03.1950 acquired land measuring an area more or less 75.77 acres in village Behala (J.L. No. 2) Pargana Balia within P.S. Behala in Sadar Sub Division Alipore in the District of 24 Parganas under the provisions of the Land Development and Planning Act, 1948, for the Parnasree Pally

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Samavaya Samiti Ltd. and delivered possession to the Samiti on 16.02.1951 and subsequent dates.

AND WHEREAS by a Memorandum of Agreement dated 16.12.1950 the Samiti entered into an Agreement with State Government of West Bengal inter alia to execute and complete the Development Scheme annexed to the said Memorandum of Agreement.

AND WHEREAS the Samiti accordingly developed the land, opened out roads and subdivided the same land into small plots for residential purposes under the Scheme Nos. I, II and III and offered for sale such plots to its members.

AND WHEREAS one Smt. Jyoti Lahiri who was a member of the Samiti approached the Samiti for the purchase of Plot No. 387/A measuring an area more or less 3 (three) Cottahs 9 (Nine) Chittacks 27 (twenty seven) sq. ft. in and out of the said land.

AND WHEREAS the Samiti duly agreed to such proposal of Smt. Jyoti Lahiri to purchase plot being no. 387/A.

AND WHEREAS while the Samiti allotted the said plot being no. 387/A to Smt. Jyoti Lahiri, it executed a Memorandum of Agreement dated 22.05.1974 and delivered possession thereof to the Smt. Jyoti Lahiri.

AND WHEREAS in modification of the said Agreement dated 16.12.1950 a fresh Agreement inter alia to convey to the Samiti the Scheme Land by the State Government of West Bengal without receiving in full the compensation money upon the Samiti securing the due payment by mortgaging, charging and assigning in favour of Government

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of West Bengal its unallocated land and lands for common uses viz., Jheels, Tanks and Dobas etc. was entered into between the Samiti and Governor of West Bengal on the 26th day of May, 1971.

AND WHEREAS in pursuance of the said new Agreement dated 26.05.1971 the State Government of West Bengal has conferred title of all scheme land in favour of the Samiti by an Indenture dated 26.05.1971 thereby allowing and empowering the Samiti to convey the Plots of allotted lands to the Allottee-Purchasers paying in full the prescribed consideration money under the Scheme No. III and to the Allottee-Purchasers under Scheme Nos. I and II on payment of a further sum of Rs. 300/- per Cottahs in addition to the provisional price as mentioned in the Agreement between the Samiti and individual Allottees in respect of lands allotted to them, the said provisional price plus the additional payment for Rs. 300/- per cottah being agreed upon by the Samiti as the full and final price or consideration money for the respective plots under Scheme Nos. I & II.

AND WHEREAS the Samiti simultaneously executed a Deed of Mortgage in favour of the State Government of West Bengal in respect of the unallotted building Plots and other lands in common user comprised in Parks, Jheels, tanks and Dobas etc.

AND WHEREAS the Samiti further agreed to deposit the said additional amount of Rs. 300/- per cottah with the Collector of 24 Parganas.

AND WHEREAS the Samiti thus acquired absolute, indefeasible and undisputed right to convey the said Plot 387/A to Smt. Jyoti Lahiri.

AND WHEREAS by and under a Deed of Indenture dated 26.07.1974 the said Parnasree Pally Samavaya Samiti Ltd. sold,

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transferred and conveyed All That piece and parcel of revenue free land being Scheme Plot No. 387/A forming part of C.S. Plot No. 385, 402 measuring 3 (three) Cottahs 9 (Nine) Chittacks 27 (twenty seven) sq. ft. be the same a little more or less in Mouza Behala, J.L. No. 2, Khatian No. 66, within the South Suburban Municipality under P.S. Behala, District 24 Parganas in favour of Smt. Jyoti Lahiri. The said document duly registered in District Sub Registrar, Alipore and recorded in Book No. I, Being No. 5608 for the year 1974.

AND WHEREAS by virtue of the said Deed Smt. Jyoti Lahiri thus became the absolute owner of Premises No. 387A, Parnasree Pally, Kolkata - 700060 and estate equivalent thereto free from all encumbrances whatsoever

AND WHEREAS while Smt. Jyoti Lahiri absolutely seized and possessed the said Land, she constructed a dwelling house on the said land and started living there at. Subsequently Jyoti Lahiri mutated her name in the records of Kolkata Municipal Corporation being Assessee No. 411311500320, Muncipal Premises No. 32, Parnasree Pally Road No. III and constructed dwelling house and seized and possessed the same free from all encumbrances whatsoever.

AND WHEREAS Jyoti Lahiri died intestate on 24.01.2004 leaving her behind her husband namely Sri Barendra Chandra Lahiri and only daughter namely Smt. Madhuchhanda Maitra as her legal heir and successors.

AND WHEREAS by virtue of the Hindu Successions Act, Barendra Chandra Lahiri and Madhuchhanda Maitra became the undivided joint owners of the abovesaid land and building left by Jyoti Lahiri, since deceased.

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AND WHEREAS while Barendra Chandra Lahiri and Madhuchhanda Maitra jointly seized and possessed the said land and building Barendra Chandra Lahiri died intestate on 24.01.2011 leaving behind his only daughter Madhuchhanda Maitra as his legal heir and successor.

AND WHEREAS by virtue of the Hindu Successions Act, Madhuchhanda Maitra became the absolute owner of All That piece and parcel of revenue free land measuring 3 (three) Cottahs 9 (Nine) Chittacks 27 (twenty seven) sq. ft. be the same a little more or less together with one storied building measuring an area 714 sq. ft. (Seven Hundred Fourteen) lying and situated Mouza Behala, J.L. No. 2, Khatian No. 66, C.S. Plot No. 385, 402 in, within the jurisdiction of Kolkata Municipal Corporation, being Premises No. 387A, Parnasree Pally, Municipal Premises No. 32, Assessee No. 411311500320, P.S. Parnasree, Kolkata - 700060, District South 24 Parganas morefully and particularly described in the Schedule "A" hereunder written.

AND WHEREAS the above land owner approached to the developer for exploitation of the above mentioned plot of land to which proposal the developer conceded.

AND WHEREAS the Developer hereof is Company incorporated under the Companies Act, engaged in the field of building/ promoting and construction and upon verification, scrutiny and due searching of all relevant papers and documents relating to the lawful right, bona fide interest and marketable title of the landowners in respect of the said premises, and having been fully satisfied with regard thereto approached the landowners with the proposal to undertake such development work on the A Schedule Property after demolishing the existing Structure at its

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own cost and selling the demolished building materials. To avoid future complications, this agreement is being executed by both parties and the Terms and Conditions are herein below recorded in writing.

NOW THIS INDENTURE WITNESSETH that it is hereby agreed by and between the parties hereto as follows:-

ARTICLE "I" DEFINITION

In the instant contract the following expressions shall unless there the context otherwise requires have the meaning hereby respectively assigned to is :-

- 1.1. The **LAND OWNER** shall mean **SMT. MADHUCHHANDA MAITRA** and her executors, representatives, administrators, successors, and assigns.
- 1.2. The **DEVELOPER** shall mean **KCMC CONSTRUCTION PVT. LTD.** and its executors, representatives, administrators, successors, and assigns.
- 1.3. The **PLOT/PREMISES** shall mean and include ALLTHAT piece and parcel of revenue free land measuring 3 (three) Cottahs 9 (Nine) Chittacks 27 (twenty seven) sq. ft. be the same a little more or less together with one storied building measuring an area 714 sq. ft. (Seven Hundred Fourteen) lying and situated in Mouza Behala, J.L. No. 2, Khatian No. 66, C.S. Plot No. 385, 402 in, within the jurisdiction of Kolkata Municipal Corporation, being Premises No. 387A, Parnasree Pally, Municipal Premises No. 32, Assessee No. 411311500320, P.S. Parnasree, Kolkata - 700060, District South

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24 Parganas morefully and particularly described in the Schedule "A" hereunder written.

- 1.4. The **BUILDING** shall mean the proposed G+3 storied building consisting of several flats and floors, garages etc. presently intended to be constructed upon premises no. 387A, Parnasree Pally, P.S. Parnasree, Kolkata - 700060 under the jurisdiction of the Kolkata Municipal Corporation, Municipal Premises No. 32, Assessee No. 411311500320 as shall be constructed according to the sanction plan and/or revised sanction plan of the Kolkata Municipal Corporation to use the unutilized portion of the FAR permissible more fully and particularly described in the schedule "A" hereunder written.
- 1.5. The **UNIT** shall mean the constructed area and/or spaces in the building and/or constructed area capable of being occupied and enjoyed independently.
- 1.6. The **SUPER BUILT UP AREA** shall mean 25% of (the total covered area including share of stair, lift and lift lobby of the particular floor apportionable to the individual flat) as to be certified by the Architect.
- 1.7. The **PLAN** would mean such plan prepared by the architects for the construction of the residential building and as to be sanctioned by the authority of the Kolkata Municipal Corporation and/or by such other authority or authorities empowered to sanction any building plan in accordance with law and/or any modified and/or revised plan.

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- 1.8. The **COMMON FACILITIES AND AMENITIES** shall mean and include corridors, staircase, passages, ways, lift, pump room, overhead water tank, underground water reservoir, water pump and motor, ultimate roof of the said residential building more fully described in Schedule "D" hereunder and other facilities which may lie mutually agreed upon between the parties and as required for the purpose of establishment, location, enjoyment, provision, maintenance and/or management of the said residential building.
- 1.9. The **TRANSFER** shall mean, as required under the Indian Registration Act, 1908 as well as described under Transfer of Property Act, 1882 for transfer of flats, garages, etc. with undivided un-demarkated proportionate share of the land.
- 1.10. The **TRANSFeree/BUYERS** shall mean the purchaser and/or purchasers of any portion excluding land-owner's portion of the residential unit of the building as to be constructed according to the sanctioned plan as well as the revised plan of the Kolkata Municipal Corporation.
- 1.11. The **ASSOCIATION** shall mean the Association, Syndicate, Committee or Registered Society of company that may be formed after handing over possession of all the units to the respective unit holders for effective management, maintenance of the building but not inconsistent to the provisions and covenants herein contained.
- 1.12. The **SPECIFICATION** shall mean the specification as mentioned in the Schedule C here under written subject to the alterations or modification as may be suggested or approved by the architect. However, Landowner's approval/consent shall be sought and

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obtained to make any alterations or modifications to the specification in respect of Land Owner's allocation.

1.13. The **COMMON EXPENSES** shall mean and include all expenses to be incurred by the co-owners for maintenance, management and upkeep of the said premises and in particular the common areas and installations and rendering of the services in common to the co-owner and/or expenses for the common purpose including those mentioned in schedule written hereunder.

1.14. The **COMMON PURPOSES** shall mean and include the purposes of managing and maintaining the premise and in particular to the co-owner's collection and disbursement of the common expenses and dealing with the matter in common interest of the co-owners and relating to their mutual rights and obligations for the more beneficial use and enjoyment of their representative space exclusively and the common areas and installations in common.

1.15. The **LAND OWNER'S INTEREST** shall mean that the developer shall complete the multistoried building at its own cost and expenses by constructing units of flats and garages and for allowing the developer to commercially exploit the schedule 'A' plot of land the developer shall allocate the land owner, her allocation as follows :-

OWNER'S ALLOCATION AS FOLLOWS:-

The developer at its own costs and expenses after getting sanction of the building plan by the Kolkata Municipal Corporation shall allocate in favour of the land owner in the following manner :-

1. 50% of the total super built up area in the proposed multistoried

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building to be constructed by the Developer including a complete floor unit in the 2nd floor of the building and 1 garage. . The balance of land owner's share of 50% of super built area and garages shall be sold by the developer at the prevailing market rates and the proceeds thereof shall be transferred to the land owner forthwith

2. The landowner's allocation is more particularly described in the Schedule B hereunder written and will be allotted to the Landowner in a good, finished and habitable condition and constructed as per specification mentioned in the Schedule C hereunder written for her exclusive use and enjoyment together with undivided proportionate common rights in common portions and common amenities out of the entire construction proposed to be made on the demised land at the said premises thereof together with undivided impartible proportionate share of ownership in the demised land hereunder written in the Schedule A.

i. In addition to the said ratio of 50% of the total super built up area the developer shall pay an amount of Rs 5,00,000/- (Rupees five lakhs only) to the landlord in the following manner.

1. Rs 2,00,000/- (Rupees two lakhs only) at the time of signing of development agreement.

2. Rs 3,00,000/- (Rupees three lakhs only) after obtaining sanction plan and before start of construction and on peaceful hand over of site.

1.16. The **DEVELOPER'S INTEREST** shall mean that the developer for commercial exploitation and/or development at its own cost and expenses shall be allocated the balance entire area excluding the

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land owner's allocated area

- 1.17. The **SALEABLE SPACE** shall mean the super built up area/space in the building available as intended for use and occupation as may be decided by the Architect in conformity with the relevant building rules, in force, of Kolkata Municipal Rules and/or any other govt. department.
- 1.18. The **TRANSFER** with its grammatical variations shall include transfer by possession and registration of the deed of conveyance as required under the Transfer of Property Act, 1982 of the space allotted or purchased by the co-owners.
- 1.19. During the process of construction till issue of occupancy certificate & subsequent water and sewage connection by Kolkata Municipal Corporation the Landlord shall be provided with alternative 2 B.H.K. accommodation within the vicinity of the site and as per the requirement of the Landlord. Packing & Shifting charge of furniture, fixtures, appliances and household goods to and from the rented accommodation shall be borne by the Developer.
- 1.20. The Developer shall demolish the existing building and sell the proceeds of the same,

ARTICLE "II" DATE OF COMMENCEMENT

This agreement shall have the effect on and from ____ day of August, Two Thousand Twenty Three (2023).

ARTICLE "III" LAND OWNER'S REPRESENTATION

- 3.1. The land owner is seized and possessed of or otherwise well and

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sufficient entitled to ALLTHAT piece and parcel of revenue free land measuring 3 (three) Cottahs 9 (Nine) Chittacks 27 (twenty seven) sq. ft. be the same a little more or less together with single storied building measuring an area 714 sq. ft. lying and situated Mouza Behala, J.L. No. 2, Khatian No. 66, C.S. Plot No. 385, 402 in, within the jurisdiction of Kolkata Municipal Corporation, being Premises No. 387A, Parnasree Pally, Municipal Premises No. 32, Assessee No. 411311500320, P.S. Parnasree, Kolkata - 700060, District South 24 Parganas more fully and particularly described in the Schedule "A" hereunder written free from all encumbrances.

- 3.2. Except the landowner and her legal heirs and successors, no other person or persons have any claim or interest and/or demand over and in respect of the said premises and/or any portion thereof.
- 3.3. The landowner is fully and legally competent to enter into this development agreement.
- 3.4. That the said premises is free from all encumbrances and the land owner has a clear and good marketable title in respect of the said premises more fully and particularly described in the Schedule "A" hereunder written.
- 3.5. That the said premises is free from all encumbrances, charges, liens, attachments, trust, acquisitions, requisitions whatsoever or howsoever.
- 3.6. That the land owner is in possession of the Schedule "A" plot of land and exercising her ownership right exclusively upon the Schedule "A" plot of land keeping the same under her absolute power control and authority and the land owner has got every right title, and interest upon the said, plot of land.

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3.7. That land owners shall pay all dues relating to the said premises, pay the land revenue and other government dues as well as the Municipal rates and taxes up to the date of execution of this development agreement.

3.8. That the land owners shall duly approve the proposed building plan within one month from the date of handing over the proposed plan or furnish comments for incorporation in final building plan. In the event of land owner's failure to return the same within the above mentioned stipulated period the developer shall be entitled to get the said building plan sanctioned from the appropriate authority.

3.9. That the landowner shall hand over to the developer all the original documents & xerox copy of the demise premises as listed against formal receipt within 15 days from the date of execution of these presents. Such original documents shall be returned to the landlord by the developer within a fortnight of submission of application for Building Permit to Kolkata Municipal Corporation.

List of the documents to be mentioned here serially:

- Original DEED
- Original Mutation Certificate
- BLRO Mutation (if required)
- Any other documents if required by the authorities

3.10. There is no temple, mosque, debtor land or burial ground on the said premises.

3.11. There is no excess vacant land at the said premises within the meaning of the West Bengal Urban Land (Ceiling and Regulations) Act, 1976 and subsequent Amendments thereto.

Madhuchanda Meitza

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Director

ARTICLE "IV" DEVELOPER'S REPRESENTATION

- 4.1. The developer herein shall carry out the work of development of the said premises for the purpose of construction of the said residential complex in accordance with the plan sanctioned by the Kolkata Municipal Corporation and/or by the competent authority or authorities to sanction plan and/or on the basis of the modified plan and / or revised plan therefore.
- 4.2. That the building plan or any document in relation thereto as may be required for construction of the proposed residential complex shall be prepared and supplied by the developer at the cost of the developer. Any additions, alterations and modifications in the plan and/or design, documents as may be required for the purpose of obtaining necessary sanction from the appropriate authorities shall also be prepared by the Developer on behalf of the land owner and at the developer's own cost and expenses.
- 4.3. The land owner shall approve the final building plan forthwith and she shall have no alternative but to rely on the recommendation of the Architect and the Structural Engineer to approve, execute, and sign the same it for submission to the Municipal Corporation or concerned authority for sanction and the developer shall obtain necessary sanction of the same from the competent authority or authorities.
- 4.4. That nothing herein contained shall be construed as a demise or assignment or conveyance or as creating any right, title of interest in respect of the said premises in favour of the developer other than an exclusive right to the developer in accordance with the provision of the Indian Contract Act and accordingly the developer shall have the interest for commercial exploitation of the demise

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premises for which purpose the land owner shall appoint the developer as her constituted attorney which agency can not be terminated to do or refrained from doing the acts and things in terms hereof and to deal with the Developer's allocation in the building on the premises mentioned herein and sell out the constructed portion to different purchasers excluding the owner's portion /allocation.

- 4.5. That the land owner shall grant to the developer's nominated person a Registered Development Power of Attorney as per requirement of the developer authorizing the developer or its nominee or nominees to take all necessary permission and sanction from different authorities in connection with the construction of the residential complex including booking, execution of agreement for sale of flat or flats or garage and execution of registration of such flat or flats or garage in the proper registration office, excluding the land owners allocation of the constructed area as mentioned herein before and also hereafter. However such Development Power of Attorney shall automatically get revoked on the date of issue of "Occupancy Certificate" by Kolkata Municipal Corporation and/or till conveyance of all the flats / garage / unit in the developer's allocation, whichever is latter.
- 4.6. The land owner has already handed over all the Xerox copy & original of the title deeds, Municipal Tax Receipts relating to the said property to the developer.
- 4.7. That upon completion of the proposed residential building developer shall deliver the land owner's undisputed possession earmarked for allocation/allocated portion of owner TOGETHER WITH the common facilities and amenities as described hereinbefore as well

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as hereinafter in clause No. 1.8, article No. VI and in Schedule "B".

- 4.8. The land owner and the developer shall be exclusively entitled to have their respective share of allocation in the prepared residential building with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim and interest therein whatsoever of the others and the land owner shall not in any way interfere with or disturb the quiet and peaceful possession of the developer's allocation and vice versa the developer shall not in any way interfere with or disturb the quiet and peaceful possession of the land owner's allocation. It is further agreed that after disposing of the developer's share the developer shall have no right to any land and building save and except if it keeps any portion for its own use.
- 4.9. That the developer shall at its own costs and expenses complete the residential building, complex in accordance with sanctioned plan as well revised sanctioned plan and conforming to such specifications as are mentioned in the Schedule "C" hereunder written.
- 4.10. The Developer shall furnish one copy of All Architectural and structural drawings approved by the competent authorities of Kolkata Municipal Corporation to the Landowner and also drawings showing plumbing work for water supply and sewerage line within the building complex, one copy of electrical drawing showing route layout and single line Diagram shall be furnished to the Landowner.

ARTICLE "V" DEVELOPERS' AUTHORITY

- 5.1. The land owner hereby appoint the developer as the builder and/or developer and/or promoter for the purpose of development of the

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said premises and/or construction of the residential building as per the scheme of the development as herein agreed. The developer hereby accepts and confirm this appointment.

- 5.2. The land owner does hereby entrust the work of development of the said premises on the terms and conditions contained in this agreement.
- 5.3. The developer shall carry out the work of development in respect of the said premises.
- a) By erecting and/or constructing a residential building or other structures in or upon the said premises as described in clause 1.4 herein before at its own cost and expenses.
 - b) By allotting the land owner's allocation to the land owner as provided hereinabove in clause No. 1.15 as well as here under as mentioned in article No.VI as well as in Schedule "B" after completion of the same at the cost and expenses of the developer.

ARTICLE "VI" OWNERS' ALLOCATION & CONSIDERATION

- 6.1. In consideration of the premises and in consideration of the land owner's permission and/or allowing the developer herein to develop the said premises in the manner and on the terms and conditions hereinbefore and hereinafter referred and recorded, the developer herein is entrusted to erect a residential building complex, known as "SOMESWARI", at Premises No. 387A, Parnasree Pally, P.S. Parnasree, Kolkata - 700060 under the jurisdiction of the Kolkata Municipal Corporation, Municipal Premises No. 32, Assessee No. 411311500320, morefully and particularly described in the Schedule "A" hereunder written at the cost and expenses of the

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Director

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developer in accordance with the sanctioned plan of the Kolkata Municipal Corporation and/or basis of the plan as to be renewed and/or revised and/or newly sanctioned plan of Kolkata Municipal Corporation or of such authority or authorities who are empowered to sanction the plan upon the said premises and shall allot in favour of the land owner as and by way of land owner's allocation mentioned in the Schedule "B" hereunder written.

- 6.2. The developer shall complete the project at its own cost and expenses and construct flats, garages. For allowing the developer to commercially exploit the Schedule "A" of the property the developer shall allocate the land owner's allocation, apart from the cash consideration mentioned in the Schedule "B" hereunder written, within 24 months from the date of signing of the agreement.

ARTICLE "VII" DEVELOPER'S ALLOCATION

- 7.1. The developer for commercial exploitation and/or development at its own cost and expenses shall be allocated the balance of the entire area, excluding the land owner's allocated area, as shall be permitted by the local Kolkata Municipal Corporation upon the Schedule "A" plot of land.
- 7.2. The developer shall be entitled to hold, occupy, possess and enjoy the remaining area, after the land owner's allocated area as mentioned hereinabove, of the residential building complex to its exclusive use and / or occupation and further be entitled to deal with and/or dispose of the same in any manner and to appropriate the entire amount of the consideration and/or rental arising thereof without any objection or obstruction by or on behalf of the Land owner of above named and/or any other person or party on her behalf or otherwise whatsoever.

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ARTICLE "VIII" PERIOD OF COMPLETION

8.1. That the time is the essence of the instant contract and the developer at its own cost and expenses shall complete the entire project within the specified time as mentioned hereunder:

a. That the Developer at its own cost and expenses shall initially complete structural work of G+3 building within 14 (fourteen) months and later raise one floor above it with set back to compensate for unutilized portion of permissible FAR in conformity with the latest amendment to Kolkata Municipal Corporation building rules within 8(eight) months from the date of getting the revised plan for additional floor in the proposed building upon the demise plot of land sanctioned by the Kolkata Municipal Corporation and/or such other authority and/or authorities.

a.i. As per following bar chart:

1. Date of Agreement – 0 month
2. Preparation of Dwg. – 3 months and handing over of the site by the land lord to the developer in unencumbered condition.
3. Sanction of Bldg. Plan by KMC, – 2 months
4. Structural work up to 3rd floor roof – 9 months
5. Sanction of Additional Floor by KMC – 2 months
6. Structural work for Additional Floor – 2 months
7. Wall cladding and all finishing work – 5 months
8. Obtaining Occupancy Certificate from KMC – 1 month

Activities No. 3, 5, & 8 are beyond the control of the developer. Any additional time needed for such activities for no fault of the developer shall be allowed proportionately to completion time.

b. Failure to complete the residential complex and handing over for possession to the landlord within the

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stipulated time of 24 months from the date of signing of this agreement or mutually agreed extended time as the case may be a penalty of Rs. 1,00,000/- only for delay of each month shall be paid by the Developer to the Landowner subject to a maximum limit of Rs. 5,00,000/- only.

c. The abovementioned stipulated period of completion is subject to Force Majeure more fully described in Article XVIII hereinafter. Time extension proportionate to the time lost due to Force Majeure shall be allowed without demur.

ARTICLE "IX" DEVELOPER'S OBLIGATION

- 9.1. It is agreed and made clear that the land owner herein shall not in any manner be liable and/or responsible for the costs, charges and expenses for the development of the said premises and/or construction of the proposed residential building and in this respect, the developer hereby agrees to keep the land owner absolutely indemnified and harmless.
- 9.2. The developer herein shall keep the land owner absolutely indemnified and harmless against all action claims and demands which may arise due to any deviation and/or violation of the West Bengal Municipality Act and Rules. The contract labour abolition and regulation Act. Workman Compensation Act, 1923 and rules thereof and/or any other applicable Labour Acts/Rules and the West Bengal Building (Regulation of promotion of construction and transfer of promoters) Act, 1993. Accordingly the Developer may obtain a "Workmen's Compensation" Insurance policy together with a third party Liability Insurance cover.

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- 9.3. The Developer herein shall solely be responsible or liable for the payment of salaries, wages, charges, remuneration of all Labours, mistiries, masons, supervisors, architects, constructors, engineers, choukidars, darwan and other employees and staff as may be retained/appointed and/or employed by the developer and in this regard, the land owner shall not in any manner be responsible and liable for the same. The developer hereby agrees and covenants with the landowners not to violate or contravene any of the statutory provisions or rules applicable for construction of the multi storied building on the said premises of the landowners.
- 9.4. The developer hereby agrees and covenants with the landowner not to do any act, deed or thing whereby the landowner is prevented from enjoying, selling, assigning and/or disposing of any of the flat/s and/or car parking space/s falling under the landowners' allocation in the new building at the said premises.
- 9.5. The developer hereby agrees and covenants with the landowner that the developer shall bear and pay all municipal and statutory rates, taxes and other dues and outgoings in respect of the said premises from the date of getting vacant possession of First Schedule property till the handing over the possession to the landowners and purchasers of the proposed flats/ units subject to fulfillment of applicable building rules of Kolkata Municipal Corporation
- 9.6. The Developer shall provide an alternate suitable 2 B.H.K. accommodation to the landowner within 5 months from the date of signing of the agreement. Packing & shifting charge of furniture, fixtures, appliances and household goods to and from the rented accommodation shall be borne by the Developer.

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- 9.7 In the event of failure of the Developer to obtain permission to raise an additional floor with set back to G+3 building to cover unutilized portion of permissible FAR and construct the same a sum of Rs. 10,00,000/- (rupees ten lakhs) only shall be paid by the Developer to the Landowner as a compensation within 3 months of refusal of Kolkata Municipal Corporation to the said application.
- 9.8 To insure the landlord against any loss the Developer shall obtain a "contractor's all risk" Insurance policy for the estimated cost of the building complex.
- 9.9 The developer shall be liable to submit "Notice of Completion" together with the requisite drawings and documents on completion of construction of the building to Kolkata Municipal Corporation and obtain "Completion Certificate" issued by KMC.
- 9.10 The Developer shall be liable to repair/rectify satisfactorily at his own cost any defects observed in any items of work in the residential building complex during the period of 12 (twelve) months from the date of possession to the land lord.

ARTICLE "X"

LAND OWNER'S OBLIGATION AND COVENANT

- 10.1. The land owner shall render her best co-operation and assistance to the developer in the matter of development of the said plot or construction of the proposed building complex as may from time to time be necessary or required.
- 10.2. The land owner herein shall sign execute and deliver application, letters and papers and documents as may be necessary or required for obtaining telephone, electricity, water, drainage, sewerage and other public utility services in or upon the said building or portion thereof in the name of the land owner or other person or persons in respect of developer's allocation and shall appear before such authority as may be required for the purpose of registration of the deed of conveyance/s.

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10.3. That the land owner shall allow the developer to enter into agreements to sell the developer's allocation subject to the condition that such deed of agreement for sell shall be a tripartite one which to be made between the Developer being the vendor of the one part, the intending purchaser being the party of the second part and the landowner being the party of the third part.

10.4. The land owner shall not in any manner object or obstruct in the carrying out of the development of the said premises and/or construction of the said residential building and to do any act, deed, matter or development of the said premises und/or construction of the proposed building complex if the specification mentioned hereunder in Schedule "C" is strictly followed by the Developer.

10.5. That the land owner herein shall not in any manner encumber, mortgage, charge or otherwise deal with or dispose of the said plot

10.6. That after execution of the registered development agreement, the land owner shall have to execute development power of attorney in favour of the nominated person/persons of the developers herein, in connection with the construction of the residential complex including booking, execution of agreement for sale of flat or flats and execution of registration of such flat or flats in the proper registration office, excluding the land owner's allocation in the constructed area as mentioned herein before and also hereafter.

10.7. Upon the developer constructing and delivering possession to the

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landowners of their allocation, the landowner shall hold the same on terms and conditions and restrictions as regard the user and maintenance of the building as the other flats purchaser/s of the building as laid down in this agreement.

ARTICLE "XI" RATES AND TAXES

- 11.1. The developer shall be liable and shall go on paying on all Municipal Taxes, electric bills from the date of handing over possession of the said premises to the developer. All other rates and taxes as may be payable by the developer relating to it's allocated portion of the demise premises after occupancy certificate is issued by Kolkata Municipal Corporation and in the event of failure by the developer to pay the same, the land owner shall be entitled to recover all such taxes as may have to be paid by the land owner on account of the allocated area of the developer.
- 11.2. That any tax, income tax and other statutory expenses shall be paid in pro-rata basis by the owner in respect of her / his respective area of ownership after occupation.
- 11.3. The developer, the transferees and the land owner in respect of her/his respective allocation in the building shall bear and pay the proportionate amount of the Municipality taxes and other rates and taxes whatsoever on the basis of the area of the flat and other space of the building as may be acquired by them respectively.
- 11.4. The developer or the transferees of the flat and other spaces of the said premises shall bear and pay the proportionate amount of cost of maintenance and service charge on account of proper maintenance of common area and essential service etc.
- 11.5. The land owner herein shall also respectively bear and pay the

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proportionate amount of cost of maintenance and service charges as may be found payable on account of areas to be allotted to her.

ARTICLE "XII" DOCUMENTATION

- 12.1. All fees, costs, charges and expenses for preparation of the proposed transfer deeds and all other deeds and documents shall be borne by the developer and/or the transferee of flats/garage and other spaces of the proposed residential building and such fees costs and expenses shall have to be related to the developer's allocated share not in any way relating to the land owners allocated area/portion.
- 12.2. That all the deeds of transfer and lease shall contain all the restrictions and covenants as required for the purpose of the protection of the best interest of all the unit holders of the said building.
- 12.3. That all the documents drafting etc. relating to either to the concerned land or agreement to sale deed and/or any type of drafting and documentation shall be drawn at the cost of the developer by Mr. Sudarsan Roy, Advocate, High Court at Calcutta having his Office at 6, Old Post Office Street, Kolkata - 700001

ARTICLE "XIII" DELIVERY OF POSSESSION

- 13.1. The Developer on completion of the landowner's allocable portion in good and habitable condition in the multi storied buildings together with essential service such as uninterrupted supply of water and electricity (power) therein shall put the landowner in possession together with all rights in the common portions and common amenities and facilities along with all easement and quasi-easements rights within 24 months of signing of this agreement as

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per Kolkata Municipal Corporation Rules on the plot of land.

13.2. The developer shall bear the required charges for installation of main electric meter of the buildings including the costs of installation of the transformer, if any.

13.3. Subject to as aforesaid, the common portion of the said new building and the open spaces including the roof shall jointly belong to the developer and the landowner in proportion to their sharing ratio.

13.4. The landowner shall be entitled to an exclusive right to transfer or otherwise deal with their allocation in the new building or buildings of their own choice without any interference from or by the Developer.

13.5. The Developer shall subject to the provision herein contained be exclusively entitled to the Developer's allocation in the new building with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest whatsoever therein of the landowner and the landowner shall not in any way interfere with or disturb the quiet and peaceful possession of the developer's allocation.

ARTICLE "XIV" BUILDING

14.1. The Developer shall at its own costs, construct, erect and complete the entire building in all respect at the said premises in accordance with the said sanctioned building plan/ revised sanctioned building plan with good and standard quality materials conforming to relevant IS specifications and as may be specified by the architect

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from time to time. Type and grade of materials to be used and method of construction to be followed are detailed hereafter in Schedule C

14.2. The quality of the materials to be used by the developer in construction of the new building shall be certified by the architect from time to time and unless the same is certified the developer would not use the said materials.

14.3. The developer shall remain legally bound to obtain the requisite occupancy certificate from the Kolkata Municipal Corporation exclusively at its own costs and expenses and shall hand over a duly attested photocopy of the same to the landowner for her record and reference.

14.4. The developer shall at its own costs and expenses and without creating any financial or other liability on the landowner construct and complete the said new building and its various units and/or apartments therein in accordance with the sanctioned plan with amendment thereto or modification thereof made or caused to be made by the Developer.

14.5. All costs, charges and expenses, including Architect's fees or any damage, loss caused owing to negligence, carelessness and/or any other reason during the construction or erection of the new building or buildings at the said premises shall be discharged by the developer and the landowner shall bear no responsibility in this context.

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ARTICLE "XV" COMMON RESTRICTIONS

- 15.1. The landowner's allocation in the new building or buildings at the said premises shall be subject to the same restriction on transfer and use as are applicable to the developer's allocation in the new building intended for the common benefits of all occupiers of the new building.
- 15.2. The landowners shall not use or permit to use the landowner's allocation / developer's allocation in the new building or buildings or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use the same for any purpose which may cause nuisance or hazard to the other occupiers of the new building.
- 15.3. Neither party shall demolish nor permit to demolish any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent and/or permission from appropriate authorities.
- 15.4. The parties shall abide by all laws, bye-laws, rules and regulations of the Government, Local Bodies, Statutory Authorities as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, bye-laws, rules and regulations.
- 15.5. The respective allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and flooring and ceiling etc. in each of their respective allocations in the new building or buildings in good working condition and repair and in particular so as not to cause any damage to the new building or

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any other space or accommodation therein and shall keep other occupiers of the building indemnified from the against the consequences of any breach.

15.6. The parties hereto shall not do or cause or permit to be done any act or thing which may render void and voidable any insurance of the new building or any part thereof and shall keep the developer and other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

15.7. No goods or other items / material shall be kept by the landowner or by the developer for display or otherwise in the corridors or other places of the common use in the new building and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new building and in case if any such hindrance is caused by the Developer, as the case may be, one shall be entitled to remove the same at the risk and cost of the other save and except the developer allotted the area for such purpose.

15.8. Neither party shall throw or accumulate any dirt, rubbish, wastes or refuse or permit the same to be thrown or accumulated in or about the new building or buildings or in the compounds, corridors or any other portion or portions of the new building or buildings.

15.9. The landowner shall permit the developer and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon the landowners' allocation and every part thereof for the purpose of maintenance or repairing any part of the new building and/or for the purpose of pulling down, maintaining, repairing and laying drains, gas and water pipes and electric wires

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and for any such new similar purpose with prior intimation.

MISCELLANEOUS ARTICLE "XVI"

16.1. That the land owner shall at all times after handing over possession of her allocated area shall pay or cause to be paid her share of taxes and outgoing as mentioned in these presents and shall become a member of the society or any other incorporated body as to be formed by all the flat owners of the said building and shall abide by the terms and conditions of the said agreement and also by the rules and regulation of the society and or incorporated body which to be formed hereafter.

16.2. That this is a concluded and conclusive contract between the parties and in the event of the same is broken the party who suffers by such breach is entitled to receive, from the party who has broken the contract for any loss or damages caused to her/them thereby and the quantum of such compensation if not specified hereinbefore shall be settled by the joint valuer and one of such valuers shall be appointed by both the parties to these presents and in case of their disagreement, the matter shall be referred to the court of law for proper adjudication.

16.3. That the existing building shall be demolished by the developer at its own cost and expenses and all the building materials and debris as shall be generated out of such demolition of the existing old building shall be the property of the developer and the developer shall be at liberty to deal with and/or dispose of according to its best choice and the land owner neither shall be entitled to demand any share of sales proceeds of the demolish building materials.

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ARTICLE "XVII" ARBITRATION

17.1. All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the sole Arbitrator to be mutually agreed upon. Indian Arbitration Act shall be applicable for resolution of any disputes which cannot be resolved amicably between the Developer and the Land owner.

17.2. The Arbitrator/s shall have power to give interim award and/or direction.

17.3. The award of the arbitrator/s or umpire/s as the case may be shall be final and binding upon the parties.

ARTICLE "XVIII" FORCE MAJEURE

That the Developer shall not be liable to perform its duties within stipulated time due to force majeure or any incident considered acts of God viz. flood, earthquake, riot, war, tempest, civil commotion, lockdown, pandemics and/or any other act or omission beyond the reasonable control of the developer.

ARTICLE "XIX" LEGAL PROCEEDINGS

That the developer undertakes the responsibility to defend all actions, suits and proceedings which may arise due to such development work on the said property and all costs, charges and expenses to be incurred by the Developer alone subject to procedural confirmation and or consent or otherwise from the owner. That the owner shall not disagree from the legal proceeding for the betterment of the building so long as it does not

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hamper the Owner's interest.

ARTICLE - XIV - JURISDICTION

All payments which the land owner may become liable to pay or the developers may become liable to pay shall be paid at the said office of the developer at Kolkata and as well as in House and/or office of the land owner.

SCHEDULE "A" AS REFERRED TO HEREIN-ABOVE

ALL THAT a piece and parcel of revenue free land measuring 3 (three) Cottahs 9 (Nine) Chittacks 27 (twenty seven) sq. ft. be the same a little more or less together with one storied building measuring an area 714 sq. ft. lying and situated Mouza Behala, J.L. No. 2, Khatian No. 66, C.S. Plot No. 385, 402 in, within the jurisdiction of Kolkata Municipal Corporation, being Premises No. 387A, Parnasree Pally, Municipal Premises No. 32, Assessee No. 411311500320, P.S. Parnasree, Kolkata - 700060, abutted and bound in the manner following :-

ON THE NORTH	:	30 ft. Municipal Road,
ON THE SOUTH	:	386, <u>Parnasree Pally</u>
ON THE EAST	:	382, Parnasree Pally
ON THE WEST	:	387, Parnasree Pally

SCHEDULE "B" AS REFERRED TO HERINABOVE LAND OWNER'S ALLOCATION

The **Landowner's Allocation** shall mean

- 50% of the proposed multistoried building to be developed by the Developer on the A Schedule property and proportionate undivided share of land thereunder as generally described hereunder, along with Rs 5,00,000/- (Rupees five lakhs only) as forfeit money payable

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in two parts- Rs 2,00,000/- at the time of signing of development agreement and Rs 3,00,000/- after sanction of building plan and on peaceful handover of site to the developer.

- A complete floor unit in the 2nd floor of the building and 1 garage. The balance of land owner's share of 50% of super built area and garages shall be sold by the developer at the prevailing market rates and the proceeds thereof shall be transferred to the land owner forthwith.

SCHEDULE "C" AS REFERRED TO HEREINABOVE (SPECIFICATION)

All Materials to be used in construction shall be of good quality conforming to relevant IS specification included in Part V of National Building Code. Workmanship shall conform to accepted standard & specifications of West Bengal PWD.

STRUCRURE: The structural design of foundation framed structure, masonry, reinforced concrete shall conform to relevant IS specifications as included in Part VI of national building Code.

- Foundation & Superstructure as per design of structural engineer and soil investigation report.
- R.C.C. framework including foundation, mummy room/LMR/Water Tank etc. (OHR) lintel/chajja rtc. Excluding elevational features. Grade of Concrete for RCC work shall be M20 and for PCC work shall be M15.
- External (200mm thick) & Internal (125 mm thick) brick work by AAC Blocks confirming to IS6041-1985 including Internal & External plastering with water proofing compound of approved make. Compressive strength of AAC Block shall not be less than 3N/sqmm

FLOORING:

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- Vitrified in all floors (2ft. x 2ft.) - Full body - Johnson make
- Granite in Staircase.
- Antiskid ceramics in toilet (17 inch x 17 inch) - Kajaria
- Wall tiles Dado in toilet & kitchen up to lintel height (12" x 24") - Kajaria
- Kitchen counter by 25mm Thick Granite Slab over 25 mm thick cudappa stone slab.
- Anti Termite Treatment - Anti termite treatment in and around the building complex at Ground Floor before laying flooring

WATER PROOF TREATMENT :

- Roof Terrace - method of water proofing to be approved by architect before execution.
- Toilets/OHWR/UGR/Sceptic Tank
- Lift Pit.

DOORS :

- Door frame in seasonal Sal Wood with anti termite treatment & painting (Size 100 mm x 75 mm)
- 35 mm thick Solid core type Flush door leaf in all floors except main door or panel door. Plywood used shall be of marine grade having anti termite, anti borer and fire retardant properties.
- Door hinges of Hettich/Godrej make.

WINDOWS :

- 1.5 mm thk Anodised Aluminum sliding with 5 mm glass with stainless steel/CP brass hardware and EPDM gasket with spring loaded locking arrangement antilift and anti rattling nylon molding in 2/3 track frames , shutter size of

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30mmx65mm. or eqvt.

GRILL & RAILING :

- M/S Window grill, Staircase Railing of 304 grade SS, Verandah 304 SS railing of standard gauge/ MS railing with wooden teak handrail.

PARAPET WALL :

- 125 mm thick parapet wall with 250mm x 250mm brick pillars/R.C. Column Ht. 1.2m

PAINTING:

- Inside POP finishes
- External Wall - Weather Coat Finish
- MS Grill/Railing/Flash Door - Oil Paint/Synthetic enamel paints

UGWR:

- RC structure including water proofing.

Main Gate:

- 10Ft. wide steel sliding door with rollers on channel/rail.

BOUNDARY WALL:

- 125mm thick wall with brick/R.C. pillars of height 1500mm from E.G.L. with plastering & weathering coat painting.

ELECTRICALS :

- **Bed Room** : 2 Light points, 1 Fan Point, 1 A.C. Point, 2 Plug Point (6amp), 1 point for night lamp at floor level, 1 TV point, 1 Plug Point (6 amp) at 2' above floor level
- **Living/Dining Room** : 4 Light points, 2 Fan Points, 1 TV Point, 1 A.C. Point, 2 Plug Points (6 amp) & 2 Pug points (16

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amp), 1 Point for Nigh Lamp at floor level, 2 Plug point (6 amp) at 24" above floor level.

- **Kitchen** : 1 Light Point, 4 (6 amp) + 4 (16 amp) Plug Points & 1 exhaust fan point.
- **Toilet** : 1 Light Point, 1 (6amp) plug point, 1 exhaust fan point, 1 (16 amp) in one toilet & 2(16 amp) in other toilet
- **Balcony** : 1 Light & 1 (6amp) plug point
- **Staircase/Lift & Lobby** : 2 Light points in every floor & 1 Calling bell point for each flat , 1 point in Lobby for CCTV Camera.
- **Roof** : Light point as per requirement.
- **Boundary & Pathway** : Diffused light Points as per requirement.
- **Garage Area**: 1 light point above each garage.
- **Caretaker's room**: 1 light, 1 fan, 16 amp Plugpoint.
- **Service Privy**: 1 light, 1 exhaust, 16 amp Plugpoint.
- **Main gate Entry**: 1 calling bell point connected to caretaker's room
- **Wire** : Polycab/Havells/finolex or equivalent, MCP - Havells or equivalent
- **Switchboard with switches** : Havells (Athena) or equivalents (Modular)
- **Distribution Board in flat**: Grid/zone wise MCBs and RCCBs - Havells or Equivalent.
- **UGR and OHR** are to be provided with electronic level sensor & to control START/STOP of water pump corresponding to level of water in UGR/OHR.

SANITARY FITTINGS :

- **Fittings & Fixtures** : Kohler/Jaguar/Parryware or equivalent brands

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- **Internal & External pipelines :** PVC/CPVC with Oriplast/Supreme or equivalent make.
- **Toilet Fittings :** Floor mounted coupled closet with dual flush cistern with HF, washbasin with 2 in 1 mixture & bottle trap, Shower with 3 in 1 mixture with hand shower, Geyser lines with hot & cold tap. One bath with diverter and hand shower .
- **Kitchen :** 304 grade S.S.Sink with drain board, sink faucet with hot and cold water arrangement, geyser line with hot and cold tap.
- One jet pump of 100 l min at 20m head lifting water from UGR to OHR.
- Mechanical float valve at inlet of UGR to prevent overflow.

LIFT:

- Five Passenger semi automatic lift sliding door of reputed make, ISI Marked - Machine Room less, having inching facilities and all required safety features.

SCHEDULE "D" AS REFERRED TO HEREINABOVE**COMMON AREAS**

1. The entire land or space lying vacant, for municipal purpose (excepting the sold out portion by the owners) lying within the said premises.
2. The common columns, girders, beams, supports, main walls, main gate or the premise, and the landings to the building and staircase.
3. The installation for common service such as the drainage system in the premises, water supply arrangements in the premises and electrical connection and other civil amenities of the said premises.
4. Reservoir on the roof of the top floor of the building, pump room, motor, pipes, ducts, lift room and all apparatus and installations in the

KCMC CONSTRUCTION PVT. LTD.

Ronith Kumar Chatterjee
Director

KCMC CONSTRUCTION PVT. LTD.

Madasmata Choudhury
Director

Madhuchanda Mehta

premises for the common use. municipal supply of water shall be provided by the developer. Installation of lift, lift corridor in the premises for common use.

5. Septic Tank, Soak pits and sewerage lines thereto connected.
6. Ultimate roof of the said premises.
7. All other areas, facilities and amenities in the premises which are intended for common use.

IN WITNESS WHEREOF the parties hereto put their hands, seals and signatures on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by
the PARTIES at Kolkata in the presence of

:-

1. Anuradaya Maitra
387A, Parkasree Pally,
Kolkata - 700060

Madhuchhanda Maitra

SIGNATURE OF LANDOWNER

KCMC CONSTRUCTION PVT. LTD.

Rishi Kumar Chatterjee
Director

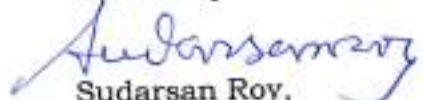
2. Niladri Sanyal
91/B Parkasree Extn.
Road No: 4
Kolkata - 700060.

KCMC CONSTRUCTION PVT. LTD.

Mahashweta Choudhury
Director

SIGNATURE OF DEVELOPER

Drafted by :



Sudarsan Roy,
Advocate

High Court at Calcutta
Enr. No. WB/643/1995

MONEY RECEIPT

RECEIVED from the within named Developer the within mentioned sum of Rs.2,00,000/- (Rupees Five Lakhs)only being the part payment as per memo below :

Sl. No.	Particulars	Amount (Rs.)
1	By cash	Rs. \ / X
2	By cheque Being No. 302258 drawn on dated 09/08/23, State Bank of India, P.B. Deekapriya Park	Rs. 2,00,000/-
	TOTAL	Rs. 2,00,000/-


Witnesses:

1. Arunodaya Maitra
2. Niladri Sanyal

Madhukhanda Maitra

**SIGNATURE OF THE
 LANDOWNER**

SPECIMEN FORM FOR TEN FINGER PRINTS

										
						Little	Ring	Middle	Fore	Thumb
						(Left Hand)				
										
(Right Hand)										
										
						Little	Ring	Middle	Fore	Thumb
						(Left Hand)				
										
(Right Hand)										
										
						Little	Ring	Middle	Fore	Thumb
						(Left Hand)				
										
(Right Hand)										

Madhuchhanda Maibza

Kanthi Annon Chatterjee

Mahasweta Chatterjee

Major Information of the Deed

Deed No :	I-1904-10872/2023	Date of Registration	03/08/2023
Query No / Year	1904-2001957397/2023	Office where deed is registered	
Query Date	31/07/2023 9:50:34 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Sudarsan Roy Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9432353284, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 68,73,458/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 2,105/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :




District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Parnashree Pally Road (I,II,III,IV), , Premises No: 32, , Ward No: 131 Pin Code : 700060

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	3 Katha 9 Chatak 27 Sq Ft	1/-	64,63,801/-	Width of Approach Road: 30 Ft.,
Grand Total :				5.94Dec	1 /-	64,63,801 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	714 Sq Ft.	1/-	4,09,657/-	Structure Type: Structure
Gr. Floor, Area of floor : 714 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		714 sq ft	1 /-	4,09,657 /-	



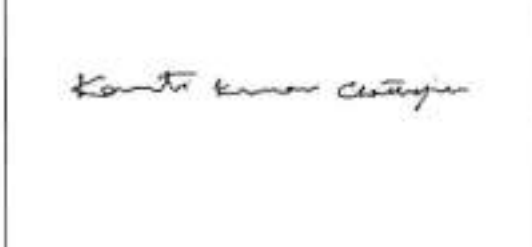
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs Madhuchhanda Maitra Wife of Mr Niranjan Maitra Executed by: Self, Date of Execution: 03/08/2023 , Admitted by: Self, Date of Admission: 03/08/2023 ,Place : Office			
	03/08/2023	LTI 03/08/2023		03/08/2023
387/A, Parnashree Pally Road (I,II,III,IV), City:- Not Specified, P.O:- Parnasree Pally, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AKxxxxxx6E, Aadhaar No: 50xxxxxxxx0756, Status :Individual, Executed by: Self, Date of Execution: 03/08/2023 , Admitted by: Self, Date of Admission: 03/08/2023 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	KCMC Construction Private Limited 528, Parnashree Pally Road (I,II,III,IV), City:- Not Specified, P.O:- Parnasree, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060 , PAN No.:: AAxxxxxx9F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Kanti Kumar Chatterjee (Presentant) Son of Mr Sankari Prasad Chatterjee Date of Execution - 03/08/2023 , Admitted by: Self, Date of Admission: 03/08/2023, Place of Admission of Execution: Office			
	Aug 3 2023 1:01PM	LTI 03/08/2023		03/08/2023
121, B. B. Chatterjee Road, City:- Not Specified, P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700042, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx4N, Aadhaar No: 29xxxxxxxx7796 Status : Representative, Representative of : KCMC Construction Private Limited (as Director)				

2	Name	Photo	Finger Print	Signature
	Mrs Mahasweta Choudhury Wife of Mr Supratim Choudhury Date of Execution - 03/08/2023, , Admitted by: Self, Date of Admission: 03/08/2023, Place of Admission of Execution: Office			
		Aug 3 2023 1:01PM	L1 03/08/2023	03/08/2023
Parnashree Pally Road (I,II,III,IV), City:- Not Specified, P.O:- Parnashree Pally, P.S:-Behala, District:- South 24-Parganas, West Bengal, India, PIN:- 700060, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ANxxxxxxx6p, Aadhaar No: 65xxxxxxxx1981 Status : Representative, Representative of : KCMC Construction Private Limited (as Director)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Diptarka Majumder Son of Mr Chandan Majumdar 146, Ashokgarh, City:- , P.O:- ISI, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700108			
	03/08/2023	03/08/2023	03/08/2023
Identifier Of Mr Kanti Kumar Chatterjee, Mrs Mahasweta Choudhury, Mrs Madhuchhanda Maitra			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mrs Madhuchhanda Maitra	KCMC Construction Private Limited-5.94 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Mrs Madhuchhanda Maitra	KCMC Construction Private Limited-714.00000000 Sq Ft

On 03-08-2023

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

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

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

Presented for registration at 11:39 hrs on 03-08-2023, at the Office of the A.R.A. - IV KOLKATA by Mr Kanti Kumar Chatterjee .

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 68,73,458/-

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

Execution is admitted on 03/08/2023 by Mrs Madhuchhanda Maitra, Wife of Mr Niranjan Maitra, 387/A, Road: Parnashree Pally Road (I,II,III,IV), . P.O: Parnashree Pally, Thana: Behala, . South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by Profession House wife

Identified by Mr Diptarka Majumder, ., Son of Mr Chandan Majumdar, 146, Ashokgarh, P.O: ISI, Thana: Baranagar, . North 24-Parganas, WEST BENGAL, India, PIN - 700108, by caste Hindu, by profession Advocate

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

Execution is admitted on 03-08-2023 by Mr Kanti Kumar Chatterjee, Director, KCMC Construction Private Limited (Public Limited Company), 528, Parnashree Pally Road (I,II,III,IV), City:- Not Specified, P.O:- Parnashree, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060

Identified by Mr Diptarka Majumder, ., Son of Mr Chandan Majumdar, 146, Ashokgarh, P.O: ISI, Thana: Baranagar, . North 24-Parganas, WEST BENGAL, India, PIN - 700108, by caste Hindu, by profession Advocate

Execution is admitted on 03-08-2023 by Mrs Mahasweta Choudhury, Director, KCMC Construction Private Limited (Public Limited Company), 528, Parnashree Pally Road (I,II,III,IV), City:- Not Specified, P.O:- Parnashree, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060

Identified by Mr Diptarka Majumder, ., Son of Mr Chandan Majumdar, 146, Ashokgarh, P.O: ISI, Thana: Baranagar, . North 24-Parganas, WEST BENGAL, India, PIN - 700108, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,105.00/- (B = Rs 2,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 2,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/08/2023 5:41PM with Govt. Ref. No: 192023240153620578 on 02-08-2023, Amount Rs: 2,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 4701932024237 on 02-08-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 5,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 284397, Amount: Rs.5,000.00/-, Date of Purchase: 01/08/2023, Vendor name: S CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/08/2023 5:41PM with Govt. Ref. No: 192023240153620578 on 02-08-2023, Amount Rs: 5,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 4701932024237 on 02-08-2023, Head of Account 0030-02-103-003-02

Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 525741 to 525791

being No 190410872 for the year 2023.



Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2023.08.11 15:44:42 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2023/08/11 03:44:42 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)