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Certified that the document is admitted in registration. The signature sheet and documents filed are certified with the document as per the following conditions.

AGREEMENT FOR DEVELOPEMNT

সি.এ.সি. রেজিস্টার-৪১  
আধার. স্মারক ৫৪-৩৩৩৩৩৩

THIS AGREEMENT FOR DEVELOPMENT made on the 12<sup>th</sup> day of February 2021 BETWEEN: (1) SRI. NANDA LAL SAHA, PAN<sup>2</sup> FEB 2021 BOPFS4122F, Aadhaar no. 356931845832, Mobile no. 9830089268 by occupation - Land holders, (2) SRI. KISHORI LAL SAHA, PAN - AJIPS7680P, Aadhaar no. 622908878835, Mobile no. 755850818 by occupation - Business, (3) SRI. JOY PRAKASH SAHA, PAN - AKUPS5408E, Aadhaar no. 974994388343, Mobile no. 9804320020 by occupation - Business, (4) SRI. SHEW PROKASH SAHA PAN - AMKPS3494A, Aadhaar no. 441211402721, Mobile no. 9830917112 by occupation - Business, (5) SRI. SUNIL KUMAR SAHA, PAN - AMAPS5478C, Aadhaar no. 516442125634, Mobile no. 9830059774,

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15/8/21

Sl. No. ....  
 Name: S. C. Sarkar, Advocate  
 Address: Eastern Justice Court, Kolkata  
 Rs. 20000/-  
 Kolkata, West Bengal  
 Date: 15/8/21

At the time of stamp  
 15/8/21

Jayanti Paul



V.C-775

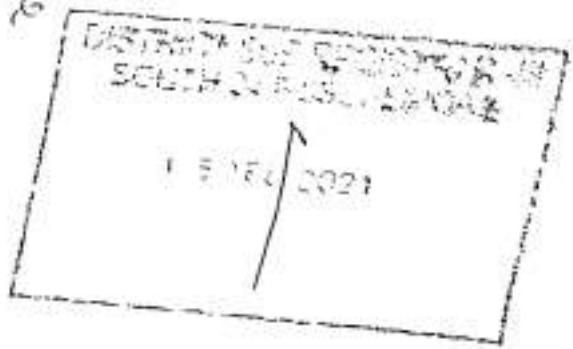
DEEPAJ CONSTRUCTION PVT LTD

Jayanti Paul  
 Director



V.C-776

embaraka



V.C-771

with in 20/20/21



V.C-770

Jay Prakash Saha

for

of T.O

by occupation - Business, all of whom were sons of Late. Prasadi Saha  
 alias Prasadi Saha, (6) SMT. GITA SAHA, PAN - AKVPS674311, Aadhaar  
 no. 725723091497, Mobile no. 9903732393 wife of Late. Om Prakash  
 Saha, by occupation - Housewife, (7) SRI. VIVEK KUMAR SAHA, PAN -  
 ALPPS3071D, Aadhaar no. 370253361140, Mobile no. 9830035103 son of  
 Late. Om Prakash Saha, by occupation - Business, and (8) SMT. JYOTI  
 SAHA, PAN - ALPPS3070C, Aadhaar no. 673364665635, Mobile no.  
 9903642244 daughter of Late. Om Prakash Saha & wife of Sri. Rakesh  
 Saha and all are by faith - Hindu, by occupation Housewife and at present  
 all are residing at No. 550, Block-'N', New Alipore, P.O. and P.S. New  
 Alipore, Kolkata - 700 053, hereinafter jointly referred to and called as the  
 "OWNERS" (which expression shall, unless excluded by or repugnant to  
 the subject or context, the same shall be deemed to mean and include their  
 respective heirs, executors, administrators, representatives and assigns)  
 of the FIRST PART;

AND

M/s. DEEPAJ CONSTRUCTION PVT. LTD., PAN - AACCD5069P, a  
 Company incorporated under the Companies Act, 1956 and having its  
 Registered Office at 48/1A, Dr. Suresh Sarkar Road, P.S. Beniapukur, P.O.  
 Entally, Kolkata - 700014, represented by its Director SMT. JAYATI  
 PAUL, PAN - AKEPP6359B, Aadhaar no. 315531651768, Mobile no.  
 9836968333, wife of Sri. Madhab Ch. Paul, by faith Hindu, by occupation  
 Business and residing at 17, Suren Tagore Road, P.S. Gariahat, P.O.  
 Ballygunge, Kolkata - 700019 hereinafter referred to and called as the  
 "DEVELOPER" (which expression shall, unless excluded by or repugnant  
 to the subject context, the same shall be deemed to mean and include its  
 successors-in-office and assigns) on the SECOND PART;



WHEREAS by a Deed of Conveyance dated 22<sup>nd</sup> February 1946 made between Smt. Subarnalata Mitra, Satish Chandra Mitra, Jyotish Chandra Mitra, Khitish Chandra Mitra, Sailesh Chandra Mitra and Srish Chandra Mitra (therein described as Vendors) of the One Part and Prosadi Saha, son of Bandhu Saha (therein described as Purchaser) of the Other Part and registered in the office of the District Sub-Registrar Alipore and recorded in Book No. 1, Volume No. 19, Pages 253 to 262, Being No. 592 for the year 1946 the said Smt. Subarnalata Mitra & Others as Vendors for valuable consideration therein mentioned sold, transferred, conveyed, assigned and assured unto and in favour of the said Prosadi Saha ALL THAT piece and parcel of land hereditament and premises containing by estimation an area of 1 Bigha 13 Cottahs 11 Chittacks 5 Sq. Ft, be the same a little more or less on actual measurement TOGETHER WITH small building and tin shed structures standing thereon or part thereof situate, lying at and being Premises No. 3, Jahura Bazar Lane, Kasba, Kolkata-700 042 and comprised within R.S. No. 233, Khatian No. 764, Dag Nos. 1353 and 1354 J.L. No. 13, Sub-Registry Office at Alipore, Pargana - Kolkata, being Holding No. 51, Ulluberia (previously 343, Oola Road), P.S. Jadavpur, within Kolkata Municipal Corporation (previously Tollygunge Municipality) more fully and particularly described and mentioned in the SCHEDULE there under written and for the 'sake of brevity referred to as "the SAID PREMISES".

AND WHEREAS the said Prosadi Saha alias Prasadi Saha, who during his life time was a Hindu governed by Mithakhara School of Law, died on 19<sup>th</sup> May, 1986 after making and publishing his last Will and Testament dated 4<sup>th</sup> July, 1975 in Bengali language and character which was duly registered in Book No. III, Volume no. 8, Pages 1-5, Being no. 80 for the year 1975 in the Office of the Additional District Sub-Registrar at Alipore thereby making a specific bequest in respect of the said premises unto

and in favour of his four sons namely Nanda Lal Saha, Om Prakash Saha, Joy Prakash Saha and Sunil Kumar Saha and appointed Nanda Lal Saha and Om Prakash Saha as joint Executors under the said last Will and Testament.

AND WHEREAS pursuant to an application made by the said Nanda Lal Saha and Om Prakash Saha as such Joint Executors in the Court of the Learned District Delegate at Alipore being Act. 39, Case No. 319/86, the Learned District Delegate at Alipore by an order dated 10<sup>th</sup> June, 1988 granted Probate of the said last Will and Testament of the said Prosadi Saha, deceased dated 4<sup>th</sup> July, 1975 unto and in favour of the said Executors and in terms of such Probate the said Nanda Lal Saha, Om Prakash Saha, Joy Prakash Saha and Sunil Kumar Saha all jointly became the Owners of the said premises, each having an undivided 1/4<sup>th</sup> part or share therein.

AND WHEREAS by a Deed of Gift dated 5<sup>th</sup> June, 2007 and registered in the Office of Additional Registrar of Assurance I, Kolkata recorded in Book No. I, CD Volume No. 21, Pages 1139 to 1158, Being No. 09461 for the year 2011 the said Nanda Lal Saha, Om Prakash Saha, Joy Prakash Saha and Sunil Kumar Saha jointly out of natural love and affection transferred, assured and assigned by way of Gift an undivided 1/6<sup>th</sup> part or share of the said premises unto and in favour of Kishori Lal Saha who by virtue of such Deed of Gift acquired an undivided 1/6<sup>th</sup> part or share in the said premises.

AND WHEREAS by another Deed of Gift dated 5<sup>th</sup> June, 2007 and registered in the Office of Additional Registrar of Assurance I, Kolkata recorded in Book No. I, CD Volume No. 21, Pages 1159 to 1178, Being No. 09462 for the year 2011 the said Nanda Lal Saha, Om Prakash Saha, Joy

Prakash Saha and Sunil Kumar Saha jointly out of natural love and affection transferred, assured and assigned by way of Gift an undivided 1/6<sup>th</sup> part or share of the said premises unto and in favour of Shew Prakash Saha who by virtue of such Deed of Gift acquired an undivided 1/6<sup>th</sup> part or share in the said premises.

AND WHEREAS Om Prakash Saha died intestate on 30.08.2015 and his wife namely, Smt. Gita Saha and son namely, Sri. Vivek Kumar Saha and daughter namely, Smt. Jyoti Saha jointly inherited his 1/6<sup>th</sup> undivided share of Ownership in the said premises.

AND WHEREAS thus the Owners herein above named jointly became the absolute joint Owners of the said premises, the Owner Nos. 1 to 5 herein having an undivided 1/6<sup>th</sup> part or share each in the said premises and Owner Nos. 6 to 8 herein jointly having an undivided 1/6<sup>th</sup> part or share in the said premises.

AND WHEREAS One Late Dipandra Nath Lahiri (D. N. Lahiri) took four tenancies from the said Landlords, two tenancies in his personal name and two tenancies in the name of his concern namely M/s. Pioneer Spring & Steel Concern Pvt. Ltd.

AND WHEREAS since from the lifetime of the said Prosadi Saha (since deceased), the tenants, in respect of different portions in the said premises, D.N. Lahiri and/or his heirs and legal representatives including their concern M/s. Pioneer Spring & Steel Concern Pvt. Ltd. for its business purpose hold the tenancies and pay the agreed monthly rent in respect thereto in the said premises under the present Owners.



AND WHEREAS in the aforesaid facts and circumstances in August 2015 the Owners approached one developer M/S. U. S. Developers Pvt. Ltd. to construct new multistoreyed building at their Premises No. 3, Jahura Bazar Lane, Kasba, Kolkata- 700 042, for residential purpose comprising of several self contained flats and car parking space or spaces or portion thereof utilising the maximum F.A.R. for mutual profits, interests and benefits on or over the said property more fully and particularly mentioned and described in the First Schedule hereunder written on certain terms and conditions which have been mutually discussed and settled.

AND WHEREAS pursuant to the same by and/or under the Agreement for Development dated 14<sup>th</sup> August, 2015 entered into by and between the Owners and the said M/s. U. S. Developers Pvt. Ltd., registered before the District Sub-Registrar's office at Alipore in Book No. 1, Volume No. 1603 - 2015, Pages from 67339 to 67391, Being No. 160305871 for the year 2015 the Owners appointed the said M/s U.S. Developers Pvt. Ltd. as the Developer over and in respect of the said Premises No. 3, Jahura Bazar Lane, Kasba, Kolkata - 700 042 on the terms and conditions as more fully and particularly mentioned and described in the Development Agreement dated 14<sup>th</sup> August, 2015;

AND WHEREAS pursuant to and in terms of the said Development Agreement the said Developer, namely U.S. Developer Pvt. Ltd. paid a sum of Rs. 5,00,000/- (Rupees Five Lakh) only to each of the said Owners as and by way of interest free Security Deposit for a total sum of Rs. 30,00,000/- (Rupees Thirty Lakhs) only as more fully and particularly mentioned and described in the Memo of Consideration in the said Development Agreement dated 14<sup>th</sup> August, 2015;

AND WHEREAS due to various inconveniences from the part of the said Developer, namely M/s. U. S. Developers Pvt. Ltd., the necessary building plan could not be sanctioned in the name of the Owners except the conversion of the said property from factory to residential land, clearance from KFF and observation of Survey report from KMC by the said Developer at its own costs and expenses;

AND WHEREAS in the above circumstances the said Premises No. 3, Jahura Bazar Lane, Kasba, Kolkata - 700 042 is lying as it is without any development thereto

AND WHEREAS pursuant to and in terms of the said Development Agreement the Owners inter alias executed a Development Power of Attorney on 27<sup>th</sup> August 2015 and registered before the office of District Sub-Register of Alipore in Book No. 1, Volume No. 1603-2015, Pages 69059-69086, Being No. 160305926 for the year 2015, and again a General Power of Attorney on 12<sup>th</sup> February, 2016 and registered before the office of the District Sub-Register at Alipore in Book No. IV, Volume No. 1603 - 2016, Pages 2443 to 2460, Being No. 160300118 for the year 2016 in favour of Sri Ujjal Bose, one of the Directors of the said M/s. U. S. Developers Pvt. Ltd.

AND WHEREAS because of the aforesaid causes and reasons and in consideration of refund of the Security Deposit for Rs. 30,00,000/- (Rupees Thirty Lacs) only paid by the Developer herein on behalf of the Owners together with a further extra sum of Rs. 20,00,000/- (Rupees Twenty Lacs) only paid by the Developer herein voluntarily on its own account to the said M/s. U. S. Developers Pvt. Ltd. under a Deed of Cancellation dated the 18<sup>th</sup> day of February,



2021, the Owners upon the confirmation by the Developer duly cancelled and terminated the said Development Agreement dated 14<sup>th</sup> August, 2015, Development Power of Attorney dated 27<sup>th</sup> August 2015, and the General Power of Attorney dated 12<sup>th</sup> February, 2016 absolutely and forever and upon the acceptance of such termination by the said M/s. U. S. Developers Pvt. Ltd. the Owners are now free to appoint any other person as the new Developer for development of the premises in question without any interference of M/s. U. S. Developers Pvt. Ltd. on such terms, conditions and considerations as the Owners may agree with the new Developer.

AND WHEREAS upon cancellation of the said previous Development Agreement, Development Power of Attorney and General Power of Attorney with M/s. U.S. Developers Pvt. Ltd., and on refunding the security deposit to them, the party of the Second Part has agreed with the Owners herein to act as such Developer whereupon the parties hereto have agreed to enter into this Development Agreement for the purpose of developing and constructing a new building in premises no. 3, Jahura Bazar Lane, Kolkata-700042, *inter alia* on the terms, conditions and considerations as mentioned hereinafter.

AND WHEREAS the Owners have specifically represented to the Developer herein that they are the joint and absolute Owners of the property more fully and particularly mentioned and described in the First Schedule hereunder written and the Developer has taken inspection of all relevant documents and papers, including documents of tenancy and is fully satisfied about the ownership and title of the Owners in the entire property which is free from all encumbrances, further questions, requisition on title, or demand of the Developer in this behalf shall be entertained in future.

AND WHEREAS it has been agreed by and between the parties hereto that the Developer shall develop and/or cause to be developed, the said premises on such terms, conditions and considerations as more fully mentioned hereinafter.

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

#### ARTICLE- I DEFINITIONS

1. OWNERS shall mean (1) SRI. NANDALAL SAHA, (2) SRI. KISHORI LAL SAHA, (3) SRI. JOY PRAKASH SAHA, (4) SRI. SHEW PROKASH SAHA and (5) SRI. SUNIL KUMAR SAHA, all are sons of Late Prosadi Saha (6) SMT. GITA SAHA, wife of Late. Om Prakash Saha, (7) SRI. VIVEK KUMAR SAHA, son of Late. Om Prakash Saha, and (8) SMT. JYOTI SAHA, daughter of Late. Om Prakash Saha & wife of Sri. Rakesh Saha all are by faith Hindu, by occupation No. 1 is Landholder, No. 6 and 8 are Housewife and others Business and all are at present residing at No. 550, Block- 'N' New Alipore, Kolkata - 700 053 and their heirs and successors.

2. DEVELOPER shall mean M/s. DEEPAJ CONSTRUCTION PVT. LTD., a Company incorporated under the Companies Act, 1956 and having its Registered Office at 48/1A, Dr. Suresh Sarkar Road, P.S. Beniapur, P.O. Entally, Kolkata - 700014, represented by its Director Smt. Jayati Paul, wife of Sri. Madhab Ch. Paul, by faith Hindu, by occupation Business and residing at 17, Suren Tagore Road, P.S. Gariahat, P.O. Ballygunge, Kolkata - 700019 hereinafter referred to and called as the "DEVELOPER".

3. TITLE DEED shall mean all deeds, documents, papers and writings regarding title of the said Premises.

4. PROPERTY and said premises shall mean ALL THAT piece and parcel of land hereditament and premises containing by estimation an area of 1 Bigha 13 Cottahas 11 Chittacks 5 sq. ft, be the same a little more or less as per actual measurement together with brick-built building and/or finished structures standing thereon and/or on portion thereof situate lying and being Premises No. 3, Jahura Bazar Lane, Kasba, Kolkata-700 042 comprised within R.S. No. 233, Dag Nos. 1353 and 1354 under Khatian No. 764, J.L. No. 13, Sub-Registrar Office at Alipore, Pargana— Kolkata being Holding No. 51, Uluberia (previously known as 343, Oola Road) P.O. Kasba within the Kolkata Municipal Corporation (previously Tollygunge Municipality), which is more fully and particularly mentioned and described in the first schedule hereunder written

5. NEW BUILDING shall mean the building or buildings to be constructed on the piece of the land of the said premises in accordance with the building plan or revised thereof to be sanctioned by the Kolkata Municipal Corporation.

6. COMMON FACILITIES AND AMENITIES shall mean and include roof (which will remain as common properties for all the flat Owners including land Owners), corridors, stairways, passageways, shafts, drains, septic tank, overhead water tank underground water reservoir, pump and motor, meter board, lift, caretaker's room, boundary walls, gate and other space or spaces excluding the flats and car parking spaces under the roof as per the case may be.



7. SALEABLE AREA OR SPACE shall mean the Built up area of any unit, flat or flats, apartment or apartments and Car parking spaces as shown in the sanction building plan which will be obtained from the Kolkata Municipal Corporation together with the proportionate share of the service area and the proportionate share of the undivided in partial share of the land underneath the Building.

8. OWNERS' ALLOCATION: Owner's allocation shall mean the 47% of the newly constructed building along with 47% of the covered car parking spaces on the ground floor including proportionate share of land and the common areas and facilities and amenities on pro-rata basis according to new building sanctioned plan by Kolkata Municipal Corporation as more fully and particularly mentioned and described in the Schedule hereunder written and Rs. 1,50,00,000/- (Rupees One Crore Fifty Lacs) only to be paid by the Developer to the Owners as an interest free refundable Security Deposit under this Agreement in the manner as stated hereinafter and owners' allocation of flat is given hereby :

OWNERS' ALLOCATION OF FLAT

<u>Block 'A'</u>	<u>Block 'B'</u>	<u>Block 'C'</u>
101	103	102
102	104	104
202	202	201
302	302	202
303	303	203
402	401	204
	402	301
		302
		304
		402
		403

9. Rs. 5,00,000/- (Rupees Five Lacs) only paid to each Owners no. 1 to 5 herein and Rs. 5,00,000/- (Rupees Five Lacs) only paid to Owners no 6 to 8 herein jointly totalling a sum of Rs. 30,00,000/- (Rupees Thirty Lacs) only as it was paid by M/s. U. S. Developers Pvt. Ltd. and retained by the Owners on the undertaking of the Owners to the Developer that the Owners shall give credit the said sum of Rs. 30,00,000/- (Rupees Thirty Lacs) only to the Developer (Deepraj Construction Pvt. Ltd.) as Security Deposit held by them under these presents.

10. Rs. 10,00,000/- (Rupees Ten Lacs) only paid to each Owners No. 1 to 5 herein and Rs. 10,00,000/- (Rupees Ten Lacs) only paid to the Owners No. 6 to 8 herein jointly totalling a sum of Rs. 60,00,000/- (Rupees Sixty Lacs) only at the time of the signing of this Agreement as per the memo of consideration mentioned hereunder.

11. A further sum of Rs. 30,00,000/- (Rupees Thirty Lacs) only is to be paid by The Developer to the Owners as per the following format: Rs. 5,00,000/- (Rupees Five Lacs) only to be paid to Owner Nos. 1 to 5 each, and Rs. 5,00,000/- (Rupees Five Lacs) only to be paid to the Owner Nos. 6 to 8 jointly by 30<sup>th</sup> June 2021.

12. A final and remaining sum of Rs. 30,00,000/- (Rupees Thirty Lacs) only is to be paid by The Developer to the Owners at the rate of Rs. 5,00,000/- (Rupees Five Lacs) only paid to each of Owners Nos. 1 to 5 herein and Rs. 5,00,000/- (Rupees Five Lacs) only to be paid jointly to Owners Nos. 6 to 8 herein at the time of taking possession of the old building for demolition or on 31<sup>st</sup> December 2021, whichever is earlier.

3. If the Developer fails to pay according to the schedule of payment mentioned above in points 11 and 12, the developer shall be liable to pay a sum of Rs. 20,000/- (Rupees Twenty Thousand) only in each month to each of the Owner nos. 1 to 5 separately and to the Owner nos. 6 to 8 jointly.

PROVIDED FURTHER, upon such demolition of the existing old building at Premises No. 3, Jahura Bazar Lane, Kolkata - 700042, the entire debris as will be available at the site shall absolutely belong to the Developer on which the Owners shall have no claim, charge or lien whatsoever. The available maximum FAR and proposed plan to be put in for sanction has already been prepared and flat/ car parking space/ spaces have been chalked out and Owners' allocation of flats/ car parking to each of the owners will appear in the schedule hereunder written. The Developer shall allot The Owners' allocation to each of the owners separately as per schedule and any deficit or excess thereof shall be mutually adjusted and/or exchanged and transferred between the Owners as per the pre-determined market rate @ Rs.4500/- per sq.ft. of super built up area The Owners shall hold the said total sum of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lacs) only as interest free Security Deposit which is refundable at the time of delivery of possession of the Owner's allocation to the Owners by the Developer. The first five Owners (Owner Nos. 1 to 5) will be liable to refund the same separately and Owner Nos. 6 to 8 will refund the same jointly. In case any one of the five Owners and/or Owner Nos. 6 to 8 herein fail to refund the said security deposit of their own share within 15 days of handing over of their possession letter, the Developer will be entitled to retain from possession of their respective allocated portion of the new building such portion covering the amount of security deposit on as assessed mutually until the said security deposit is



refunded and deliver the balance / remaining owners' allocation to the respective owners. Moreover, the Owners who fail to refund their share of the security deposit shall be liable to pay an additional 12% of their said share of the security deposit as interest per annum.

Delay or denial to pay or deposit any of the instalments of the security deposit in the manner or within the stipulated time as prescribed or aforesaid, the owners shall not be in any way liable to deliver possession of the said premises to The Developer and all the amount as already paid shall be deemed to have been forfeited to the Owners as and by way of liquidated damages, and in that event The Agreement shall be deemed to have been automatically cancelled, rescinded and inoperative unless otherwise agreed upon between parties.

14. DEVELOPERS ALLOCATION: shall mean the remaining 53% of the constructed area in the building to be constructed at the said premises, except the Owner's allocation, including proportionate share of land and the common facilities and amenities on pro-rata basis.

15. ARCHITECT/LBS shall mean the qualified person or persons that may be appointed by the Developer for designing, planning, and constructing of the building to be constructed on the said land. The Owners shall also be at liberty to appoint their own Architect/ Engineer to watch, verify and inspect the constructing of the new building at the said premises.

16. PLAN building plan shall mean plan or plans or revised thereof prepared by the Architect/LBS for the construction of the building to be sanctioned by the Kolkata Municipal Corporation.

17. TRANSFER shall mean with its grammatical variations include transfer of possession and transfer of title or by any other means adopted for affecting what is understood as transfer of space to the transferee thereof.

18. TRANSFER shall mean a person, firm, limited company, associations of person to whom any saleable space in the building will be transferred under law.

19. FORCE MAJEURE shall mean flood, earthquake, riot, war, storm, deccase, tempest civil commotion, unrest and/or any other acts or commotion beyond the control of parties hereto affected thereby.

20. BUILT UP AREA shall mean the built up area of any floor or unit including the thickness of the internal walls and partitions and also including the thickness of the entire wall if it is exclusively surrounding the Unit and 50% thereof whatever it is shared in common with any other Unit and proportionate area of community hall, stair and lift with lobby.

21. SPECIFICATION shall mean the specification according to which the construction shall be carried out at the said premises as described under the "Fourth Schedule" hereunder written.

22. UNIT shall mean the part or portions of the scalable area as are capable of being held and enjoyed independently.

23. UNIT HOLDER shall mean a person, persons or party entitled to use enjoy any unit or units for the time being whether conveyance has been made or not.

- Words importing singular shall include plural and vice-versa.
- Masculine shall include the Feminine and vice versa.
- Singular shall include the plural and vice versa.

#### ARTICLE - II ASSIGNMENT

1) In the aforesaid consideration on and from the date of execution of the this agreement the Owners do hereby and hereunder appoint the party of the Second Part herein as the Developer to commence or complete the development work at Premises No. 3, Jahura Bazar Lane, Kasba, Kolkata - 700 042 as more fully mentioned and described in the First Schedule hereunder written.

2) The Owners hereby confirm that Owners No. 1 to 5 each and owners no. 6 to 8 jointly, the total amount is Rs. 30,00,000/- (Rupees Thirty Lacs) only as part by the said M/s. U. S. Developers Pvt. Ltd. Security Deposit in their custody and the Owners shall hold the said sum until the completion of the project and shall give credit of the said sum to the Developer herein.

3) The Owners hereby promise and undertake unto the Developer that immediate after execution and registration of this Agreement the Owners shall at the request and expenses of the Developer execute and register a Development Power of Attorney in favour of Smt. Jayati Paul, one of the Directors of Deepraj Constructions Pvt. Ltd. being the nominated person appointed by the Developer to act as the Constituted Attorney for and/or on behalf of the Owners as will be required to complete the project in terms of this Agreement.



## ARTICLE - III TITLE AND INDEMNITY:-

- 1) The Owners hereby declare that they are the only Owners of the said property and lawfully entitled to the same and no any disputes or suits and/ or any legal proceedings are pending in respect of the said premises/ property or any part or portion thereof and they have good and marketable right title interest and possession of the said premises and have undisputed right and power to enter into the agreement with the said Developer.
  
- 2) The Owners hereby declare that the said premises is free from all encumbrance, Lis pendens, charges, liens, claims, attachments, trusts, acquisitions, requisitions, or mortgage excepting a portion thereof as occupied by the tenants namely D.N. Lahiri and/or his heirs and legal representatives including their concern M/s. Pioneer Spring & Steel Concern Pvt. Ltd. and the Owners hereby agree to indemnify and keep the Developer indemnified from or against any and from all actions, charges, liens, claims, encumbrances and mortgages as may arise out of the said Land, in respect of defect in their ownership right title interest in the said premises and if the property is found under any charge or lien and not free from encumbrances subject to the tenants in occupation thereto disclosed as aforesaid.
  
- 3) The Owners hereby also undertake that the Developer shall be entitled to construct new building/s on the said land as agreed by and between the parties hereto according to the sanctioned building plan or revised sanction plan as will be approved under the K.M.C. rules and regulations.

4) PROVIDED FURTHER if for any reason attributed to the owners the necessary order of clearance under the Land Ceiling and Regulation Act cannot be obtained or furnished to KMC for sanction of the said building plan and if for the reason thereof KMC refuses to sanction such plan then in that event this Development agreement shall automatically stand cancelled absolutely and forever and the owners shall have an obligation to forthwith make refund the said total sum of amount actually received in the meantime by the owners on account of security deposit to the developer and thereupon the developer shall be exonerated from performing any of its obligation under this agreement, which shall be in that event be deemed to have been automatically or duly cancelled, rescinded, or in-operative.

#### ARTICLE - IV DEVELOPMENT RIGHTS

- 1) The Owners grant exclusive right to the Developer to develop the land in such manner as the Developer deems fit and proper in accordance with the provisions herein contained, subject to the K.M.C rules and regulations and not in any way contrary to Owners' interest in the flats, car parking spaces common areas and the ground floor to be allotted to the Owners.
- 2) The Owners shall at the cost of the Developer from time to time and at any time submit and/or join with the Developer as the Owners of the said property in submitting the building plan applications, forms, petitions, and writings to the appropriate authority for sanction and/or approval of the plan and/or materials and otherwise as may, or shall be required for the construction of the new building. The Developer shall do all such acts as will be required by the Government or any authority as aforesaid to obtain as aforesaid at its own cost and effort. It is clearly mentioned here that the Developer shall submit plan within 10 months and obtain sanction of the new building plan positively from the Kolkata

Municipal Corporation within 31<sup>st</sup> December 2021 at its own cost and effort. Upon obtaining the sanction of the building plan, the developer shall immediately inform the same to the Owners and identify the area of the Owners' allocation in a copy of the sanction plan and handover the same to the owners.

3) The Owners hereby promise and undertake to the Developer that the owners shall hand over physical possession of the premises as described in the First Schedule hereunder written to the developer on 31<sup>st</sup> December, 2021 upon full and final payment of refundable security deposit of Rs. 1,50,00,000/- (Rupees One Crore and Fifty Lacs only), and the developer hereby undertake and promises to the owners that the developer shall complete the construction of the proposed new building in accordance with the plan as will be sanctioned by KMC latest within 42 months from 31<sup>st</sup> December, 2021 the time framed or stipulated herein above respectively shall be deemed to be the essence of this contract by way of this agreement.

4) The Developer shall for and on behalf of the Owners take all such permissions, sanctions and approvals in compliance with the prevailing laws as are legally required for the purpose of development. The Owners shall always cooperate with the Developer in connection with the same and shall sign any legally required papers, letters etc. in connection therewith.

5) All applications and other papers and documents referred to above shall be prepared by the Developer at their own cost subject to approval of the Owners and the same shall be submitted in the name of the Owners and the Developer shall pay and bear all fees, charges and expenses required to be paid or deposited for sanction of the building plan for construction of the building thereon.



6) The Owners hereby confirm that they will help the Developer by providing all kinds of documents related to the land of the premises which may be required from time to time relating for sanction of the building plan. The Owners further confirm that they can somehow accommodate giving their signature if at all needed in any point of time if they think it proper. Rest of the works the Developer has to perform by the help of the Power of Attorney which will be issued in favour of the Developer by the Owners along with this Development Agreement.

7) PROVIDED FURTHER simultaneously upon signing and execution of this Development Agreement the Owners shall hand over to the Developer on its accountable receipts the time authenticate photocopies/ extracts of all original documents of title and all other relevant papers and records over and in respect of the said premises as described in First Schedule hereunder written and give inspection of all the said original documents as and when necessary to enable the developer to sanction of building plan from KMC, to construct the new building, to deal with the Developer's allocation and do and perform all acts and deeds for due completion of the transaction. In such event the Developer shall have to give at least one day prior notice to produce the documents in whatsApp group and official e-mail address of the owners.

8) The Developer shall exclusively be entitled to receive, release and appropriate the sale proceeds and/or the construction cost with regard to the Developer's Allocation which the Developer becomes entitled to receive from the intending purchaser or purchasers of flats, car parking space in the said proposed building excepting Owners' Allocation.

**ARTICLE - V: CONSIDERATION**

In consideration of the Owners have agreed to grant to the Developer the exclusive right to develop and/or construction of the proposed new building in the manner herein before mentioned, the Developer shall make over possession to the owners as their consideration 47% of the newly constructed area in the building and 47% of the covered car parking spaces on the ground floor as per Article I point 8 of this Agreement in all respect to be erected and/or constructed upon the said land in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation.

**ARTICLE - VI: PROCEDURE**

The Owners shall grant to and in favour of Smt. Jayati Paul, one of the Director of Deepraj Construction Pvt. Ltd. and/ or authorized representative of the Developer a Registered Power of Attorney as may be required for the purpose of obtaining the sanction of Building plan from the KMC and to construct the building, appoint Architects, LBS, Engineers, Contractors, Agents, etc. and to represent the Owners before the Kolkata Municipal Corporation, Kolkata Improvement trust, Kolkata Metropolitan Development Authority, Kolkata police, Fire Brigade, or any other appropriate authority or authorities and to undertake the construction of the building and to enter into agreement/agreements with the prospective purchasers/buyers of flats/car parking spaces or any other spaces of the Developer's Allocation and also to receive, realise recover and appropriate the entire proceeds of the Developer's Allocation and the Owners having received the actual possession of the Owner's allocation, in all complete manners and habitable condition after obtaining the completion certificate by the Developer from the KMC after being fully satisfied with lawful and rightful possession, if the Owners are not in a

position to make the registration of the deed of conveyance or conveyances of the purchase deeds, intentionally or unintentionally in favour of the Developer or its nominee or nominees and/or assignee or assignees, the Developer shall be at liberty to execute and register of the deeds of conveyance or conveyances of the Developer's Allocation in favour of itself or in favour of the intending Purchasers/buyers, by utilising the Power of Attorney, which has been issued in favour of the Developer's nominee Smt. Jayati Paul one of the Director of Deepraj Construction Pvt. Ltd. and in that case the Owners shall not be in a position to object to such registration of deed of conveyance under any circumstances. However, but in no event the Developer shall not shall be entitled to give possession of the flats /spaces of the new building to any intending buyer or sell or transfer, execute and register any deed of conveyance before until 15 days have passed delivery and handing from the issuance of possession letters possession of the Owners' allocation to the respective owners respectively.

#### ARTICLE - VII: BUILDING

1) The Developer, without making the Owners liable in any way whatsoever, shall construct the said Buildings at his own costs or by raising funds from the prospective transferees/buyers out of Developer's Allocation or in the manner the Developer consider necessary for which it is hereby agreed between the parties hereto that the Developer shall be at liberty to invite applications from prospective Buyers/transferees for transfer out of the total built up area excepting the Owners' Allocation in the building to be constructed on the land comprised in the said premises in accordance with the plan approved by the LBS/Architect and sanctioned by the Kolkata Municipal Corporation and /or revised thereof with good Quality and First class materials as are necessary for such construction and specifications must not below - standard as mentioned in the Fourth Schedule hereunder and also in good workman like manner



42 months from the date of such sanction of the building plan latest within 42 months from 31<sup>st</sup> December, 2021. However, such period may be extended mutually upto a maximum period of 6 months. Owners would not be responsible in case of any fault in raw materials used or any structural defect or any dispute on sale of Developer's Allocation. The Developer hereby indemnifies the Owners from any kind of problem relating to the construction work of the building/raw materials and legal problems with Developer's Allocation in full respect.

2) The Developer shall also install and provide in the said new building at its own costs the brand new lift, pump, generator, underground reservoir/tanks, overhead reservoir, inside and outside electrification and/or of the sanctioned plan or under any applicable statutory by laws or requisitions relating to the construction of the building and specifications as mentioned in the Fourth Schedule hereunder written.

3) The Owners shall be entitled to transfer or otherwise deal with only the Owner's Allocation in the building.

4) The Developer shall be exclusively entitled to sell the Developer's Allocation in the building only for dwelling purpose with exclusive right to transfer or otherwise deal with or dispose of the Developer's Allocation and the Owners shall not in any way interfere with or disturb the quiet and peaceful vacant possession of the Developer's Allocation.

5) In so far as all necessary dealings by the Developer in respect of the building shall be in the name of the Owners for which purpose the Owners undertake to give the Developer and/or its nominee or nominees such or power of Attorney in a form and manner reasonably required by the Developer. It is however understood that such dealings shall not in any manner fasten or create any financial liability upon the Owners.

6) The Developer shall be authorised in the name of the Owners in so far as it is necessary to apply for and obtain for the construction of the building and to similarly apply for and obtain temporary connection of water, electricity, power and permanent drainage and sewerage connection to the newly built up building and other inputs and facilities required for the construction or enjoyment of the building for which purpose the Owners shall execute in favour of the Developer such Power of Attorney and other authorities as shall be required by the Developer, for which the Owners shall not be liable in any manner whatsoever.

7) The Developer shall at its own cost and expenses and without creating any financial or other liability upon the Owners construct and complete the said new building and various units and/or apartments therein in accordance with the sanctioned Building plan and any amendment thereto or modifications thereof made or cause to be made by the Developer. The Developer at its own risk and responsibility accept the earnest money or full consideration money from the Purchaser/s out of the Developer's Allocation and the Developer shall bear liabilities relating with the same and the Owners shall in no way be responsible and or liable for the same.

#### ARTICLE<sup>A</sup>- VIII: COMMON FACILITIES

1) All arrear current and future KMC rates and taxes payable to KMC in respect of the property in question shall be settled and paid by the Developer till the issuance of Completion Certificate by KMC to which the owners shall have no liability whatsoever.

2) Subject to the covenant as contained in Article X clause 5 as mentioned hereinafter, on completion of the building at the premises in every respect and after obtaining completion certificate from the KMC the Developer shall give 15 day notice in writing to the Owners requesting the Owners to take possession of the Owner's Allocation in the said building. After taking the safe and complete possession in a fully habitable condition by the Owners, the Owners will start paying proportionate tax, maintenance and outgoing to the KMC and other authorities if any.

3) The Owners and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes payable to the concerned authorities or to the other authorities concerned or to the Developer or otherwise as specified by the Developer and the Owners mutually and in this way Developer and the Owners shall keep each other in this regard indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly and indirectly in connection with their respective allocation.

#### ARTICLE - IX: DUTIES AND OBLIGATION OF THE OWNERS

1. The Owners do hereby agree and covenant with the Developer not to do any act, deed or things thereby the Developers may be prevented from selling, assigning and/or disposing of the flat/flats or apartment and/or car parking space/spaces of the Developer's Allocation in the said New building/premises of the Developer's Allocation.

2. The Owners or any person or persons claiming through them shall not in any way cause any interference or obstruction whereby the Developer or any person or persons claiming through them shall in any manner be prevented or obstructed from constructing and erecting the



said New building(s) on the said land in the said premises. The Owners shall have the right to inspect the progress of the work during construction at any time as the Owners requires and think fit and proper.

3. The Owners doth hereby agree and covenant with the Developer not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the previous consent in writing of the Developer during construction of the Building and before that.

4. The Owners shall not have any objection and also not claim extra facilities except their own allocated portion, if the newly constructed building will be sanctioned by the KMC for construction of upper one or more floors by the self effort of the Developer and if the KMC grant permission before or after construction of any more floor or area then the same shall also be divided equally between the Owners and the Developer.

5. The Owners shall not be allowed to demolish or permit demolition of any of the structure in their allocated portion or any part thereof or make any structural additions or alternations therein excepting minor addition and alterations without causing any damages to the Building.

6. To execute and deliver registered and unregistered Power of Attorneys to authorize and empower the Developer as may be required by the Developer for carrying out the acts, deeds and things in respect of the Development of the said premises.

7. The Owners shall pay the Developer Rs. 1.5 (One Rupee and Fifty Paise) only per sq. ft. at time of delivery of Owner's allocation to the Owners as maintenance charge for proportionate share of common expenses, service charges, and other outgoings till an association is formed and

defined and thereafter shall continue to pay such proportionate maintenance charges at such rate as may be decided from time to time either by the owners or by the association regularly and/or punctually in respect of such flat/unit and in case of default they shall be liable to pay interest @ 12% per annum on the outstanding due until payment and the owners/ association shall not be liable for rendering any common services and/or facilities to the owners/purchases until such payment. Such maintenance charges shall be payable at the first instance 12 months in advance to the developer on receiving notice of delivery of possession of the Owner's allocation from the Developer.

#### ARTICLE - X: DUTIES AND OBLIGATION OF THE DEVELOPER

- 1) The Developer hereby agrees and covenants with the Owners to complete the construction of the Owners' Allocation in terms of this agreement and in accordance with sanctioned plan to be sanctioned by the Kolkata Municipal Corporation within 42 months from 31<sup>st</sup> December 2021 or from the date of sanction of building plan whichever is later unless prevented by any circumstances beyond the control or by force majeure.
- 2) The Developer hereby agrees and covenant with the Owners not to violate, contravene or deviate any of the provisions or rules applicable for construction of the said building.
- 3) The Developer hereby agrees and covenants with the Owners not to do any act, deed, or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of the Owners' Allocation of the said building.

4) The Developer shall be responsible for the entire construction work and all further additions in the new building and indemnifies the Owners for any damage or loss arises during the construction period. If there is any loss or damage of any kinds happens during the construction, the Developer shall be solely responsible for the same and shall bear all cost and expenses whatsoever.

5) The Developer hereby agrees that the Developer shall at first offer to the Owners to take and accept possession of Owners Allocation of the newly constructed building and deliver/ handover the same and after fifteen days the Developer will handover possession to its Purchasers /transferee, and only thereafter execute and register the Deeds of Conveyance/ Sales Deeds in favour of different intending buyers/ purchasers of the flats/ parking space/ spaces of the new building to be constructed in the said premises.

6) The Developer indemnifies the Owners against the Third-Party claim or happening of any incident during construction of the proposed building. Any monetary dealing on the Part of the Developer including taking advance loan etc., against the Developer's Allocation the Developer will be the sole responsibility and liability on the part of the Developer and the Owners shall not be at all liable for any such transaction done by the Developer.

#### ARTICLE - XI: MISCELLANEOUS

1. It is understood that from time to time to facilitate the uninterrupted construction of the building by the Developer, various acts, deeds, matters and things not herein specified may be required to be done by the Developer for which the Developer may require the authority of the Owners



and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein, the Developer hereby undertakes to do all such acts, deeds, matters and things which do not in any way infringe the rights of the Owners and/or against the spirit of these presents provided the Owners will have no objection to those matters mentioned here and above.

2. If at any time the Owners held liable for the wealth tax, GST or income tax and/or any other rates, taxes only for their allocation then and in that event the Owners shall pay the said taxes on their own accord and the Developer shall not be held liable and/or responsible for the same in any manner whatsoever, in respect to the Owners' allocated portion. Owners shall also pay GST to the Developer before taking possession.
3. The Owners shall not have any responsibility for causing any accident or mishap at the time of demolition or construction of the premises.
4. The Developer and the Owners shall mutually frame scheme for the management and administration of the said building or buildings and/or common parts thereof. The Owners hereby agree to abide by all the regulations to be framed by any society/Association/Holding Association and/or any other organizations that will be in charge of the affairs of the building or buildings and/or common parts thereof and the parties hereby give their consent to abide by such rules and regulations. Provided any of the rules and regulation of the matters mentioned here and above, do not go against the interest of the Owners.
5. The name of the building shall be "The Westwind Apartment".

6. After completion of the construction of the building the Owners shall at the request of the Developer execute and register appropriate transfer deeds/conveyance of the proportionate share of land in favour of the Developer or its nominee and/or transferee or transferees. The stamp duty including the registration charges and all other legal expenses payable for the said transfer shall be borne by the transferee or transferees.
7. The Owners and other Co-owners of the newly constructed building shall not use common portion or open space in any manner so that it may create obstruction to the other Owners or Co owners.
8. In case any of the parties hereto commit any default in fulfilment of their/its obligation contained herein, then and in such event, the other party shall be entitled to specific performance and/or damages.
9. Immediately after the Building is completed or at any time that it may be found convenient, an association of the unit holders will be formed. Such association shall be formed for the purpose of looking after maintenance, upkeep of the building and the said premises and for collection and disbursement of the maintenance charges and other outgoings in respect of the building.
10. Upon formation of such association, the work of maintenance collection and disbursement will be taken over by the association.
11. Formation and preparing of the rules by-laws and regulations of such association will be done mutually which will be jointly prepared by the Learned Advocates of the Owners and the Developer.
12. Any local disturbance/demands will be settled by the Developer during the construction period by his own effort and cost.

13. Eviction and settlement with said tenants or occupiers of the said premises in the name of (late) Mr. Dipandra Nath Lahiri (D. N. Lahiri) or his legal heirs and his concern namely M/s. Pioneer Spring & Steel Concern Pvt. Ltd. in occupation thereto shall be settled by the Developer at his own cost, risk, and effort. No-where the Owners are concerned for such surrender of Tenancy in any way. It is absolutely the part of Developer's duty to settle and evict the Tenants or their heirs/ agents if any. It is clarified that unless the tenants/ occupiers of the premises is not removed, the Developer shall not be entitled to enter into or commence construction nor the owners shall be obliged to vacate or handover the possession of the said premises to the Developer.

14. It is agreed by the Developer that the Owners will hand over the property to the Developer for development on or before 31<sup>st</sup> December 2021, subject to payment of entire Security Deposit, provided as aforesaid. The property tax will be paid by the Developer to K.M.C till the date of completion certificate from the KMC, and thereafter by the intended purchasers/ buyers.

15. It is agreed by and between both the parties that the Developer will retain and sell the debris of the present Building structure and the Factory shed and shall take the sell proceeds. The Owners will not claim the same from the Developer.

16. That before demolition of the existing building standing thereon the Developer will accommodate temporarily one three-bedroom flat and one car parking space/ garage for the Owner No. 5 herein within 1.5 km radius of the aforesaid premises. And the Developer will be liable to pay monthly



rent/advance if any payable in respect of that accommodation till completion and delivery of possession of the Owners allocated portion in the newly constructed building. The Owners shall vacate the premises within 7 days from the date of providing a rented accommodation.

17. The Owners may appoint a person to monitor and /or to supervise the day to day development and proceeds of the work of the construction and also the quality of the materials which will be used in the said construction. The Developer will have no right to give any kind of objection to them, rather they will cooperate by all means.

#### ARTICLE - XII: FORCE MAJUERE AND DEFAULT

- 1) Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, acts of commission beyond the control of the Developer.
- 2) The parties hereto shall not be considered to be liable for any obligation mentioned herein above to the extent that the performance of the relative obligation prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the period of this "Force Majeure".
- 3) In the event of the Owners committing breach of any of the terms and conditions herein contained or delayed in the delivery of possession of the said premises as herein before stated, to overcome the cause of the delay the matter to be sorted out with the Developer so that the constructional work can be started without any further delay. PROVIDED HOWEVER if such delay shall continue for a period of six months then and in that event in addition to any other right which the Developer may have against the Owners the Developer shall be entitled to sue the Owners for specific performance of this agreement or to rescind or cancel this Agreement and

claim refund of all the amount paid and/or incurred by the Developer with interest and such losses and damages which the Developer may suffer. The Owners shall have the right to cancel or rescind the agreement with the Developer in the event Developer committing any breach.

- 4) In the event that the Developer fails to complete the construction of the new building within the stipulated period of time as prescribed herein as aforesaid, the Developer shall be liable to pay the damages to each of the Owner nos. 1 to 5 @ Rs. 1500 (Rupees Fifteen Hundred only) per diem and Owner nos. 6 to 8 jointly @ Rs. 1500 (Rupees Fifteen Hundred only) per diem of the period till such default continues. The said payment shall be made by way of month to month basis regularly.
- 5) The Developer hereby undertakes to keep the Owners indemnity against all third party claims and actions arising out of any sort of act or omission or commission of the Developer in relation to the construction of the said building and also in relation to the transfer and or occupation of flats/units and other construction are in the said building after completion of such building;
- 6) The Developer hereby undertakes to keep the Owners indemnified against all claims, suits, costs, proceedings, and action that may arise out of the Developer options with regard to the development of the said premises and or in the matter of construction of the said building and/or for any defect therein;
- 7) The Developer shall construct the new building with first class building materials and ISI branded fittings and fixtures including sanitary fittings and equipment and the specification and nature of construction of the new building as to be undertaken and made by the Developer at its costs and expenses in the new building as will be allotted to the Owner;

8) The Developers shall be liable to pay all municipal property rates and taxes and statutory outgoing of the Existing building in the said premises till completion certificate issued by the Kolkata Municipal Corporation of the new building.

9) The Developer shall first notify in writing to the Owners for taking delivery of possession of the Owners Allocation in the New Building at the said property and only thereafter shall hand over possession to the others out of the Developer Allocation For the purpose of delivery of the portion of the Owners Allocation, the New Building shall be deemed to have been completed if the entire building and the Common Areas, Facilities, and Amenities are completed in all respects and actually deliver to the Owners and the New Building is provided with electricity, water, drainage Sewerage and lifts and certified so by the Architect;

10) The Developer shall be liable at its own costs and expenses for installation of the Transformer (if any) for supplying electricity to the different Flats/Units including all common areas provided however the respective flat owners/ purchaser of the flats/units shall liable to bear and pay the costs and expenses of installation of electric meter and pay the consumption charge of electricity.

11) It shall be the responsibility of the Developer to arrange at his cost by negotiating and/or making statements with the Tenants and/or Occupiers of the said premises for the purpose of commencing construction of the new building in the said premises. The Developer shall also be responsible to arrange and provide for the tenants/ occupiers of the premises for their shifting, vacating, and alternative accommodation during construction period at its own costs and rehabilitation of them in the new building if necessity and the Owner shall not be held responsible in any way or manner whatsoever in nature for the purpose.



12) The Developer shall remain responsible for compliance of the following during the course of development of the said Premises:

- Due compliance of all statutory requirements, whether local or state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the KMC Building Rule 2009.
- For any accident and/or mishap taking place while undertaking construction and completion of the New Building at the said Premises.
- Compliance of any enforceable codes of practice of the Municipal Corporation or other authorities affecting the premises for the development and/or sanction of building plan/s.
- The Developer during the period of construction/ Development Work shall keep the owners indemnified in respect of any of claim of the labour, supplier, accident, fire, any deviation from the statutory norms, sanction, rules, and prevailing law.
- Not to do or commit any act which may impose or confer upon the Owner any financial liability or obligation in respect of wrong done by the Developer at the said Premises.
- To manage settle and adjust with all local dispute disturbance and situation may come up, occur and crop up at the time of negotiation with the tenants/ occupying, commencement and completion of the construction of new building and allocation/ allotment of the flats/units /car parking spaces.

13) The Developer shall be solely responsible for any damage or loss that may be caused by the Development Work to the neighbouring structures/ buildings, adjacent public property etc., and shall, at its own cost and expense repair such damage and/or compensate any loss. The Developer shall also take all reasonable precautions and ensure that the activity at the construction site does not disturb or cause a nuisance to the occupants of neighbouring properties

### ARTICLE - XIII: JURISDICTION

The Learned court/courts of Kolkata having territorial jurisdiction over the property shall have the jurisdiction to entertain and terminate all actions, suits, and proceedings arising out of these presents between the parties hereto.

### ARTICLE - XIV: NOTICE

Any notice required to be given by the parties to the other party under this agreement shall without prejudice to any other mode of service available be deemed to have been served if it is delivered, sent and handed over and duly acknowledged by the parties in the following addresses, e-mail, whatsapp of the parties :

Owners'

Postal address : No. 550, Block-'N', New Alipore, P.O. and P.S. New Alipore, Kolkata - 700 053

E-mail :- sahas.westwind@gmail.com

WhatsApp: - 9831032250

Developer's

Postal address: 48/1A, Dr. Suresh Sarkar Road, P.S. Beniapukur, P.O.

Entally, Kolkata - 700014

E-mail :- dpclkol@yahoo.com

WhatsApp: (+91)9748746391

## ARTICLE - XV: ARBITRATION

In case, if any dispute between the parties hereto regarding interpretation, compliance and fulfilment of any of the terms and conditions of this Agreement, arises, then the same shall be referred to in Arbitration under the provision of the Arbitration & Conciliation Act, 1996 with all statutory modification and/or amendment.

## THE FIRST SCHEDULE ABOVE REFERRED TO:

[Description of Property]

ALL THAT piece and parcel of land hereditament and premises containing by estimation an area of 1 Bigha 13 Cottahas 11 Chittacks 5 sq. ft, be the same a little more or less as per actual measurement together with small brick-built building and/or Asbestos-shed structures 1500 Sqft standing thereon and/or on portion thereof situate lying and being Premises No. 3, Jahura Bazar Lane, P.O. and P.S. Kasba, Kolkata-700 042 comprised within R.S. No. 233, R.S. Dag Nos. 1353 and 1354 under R.S. Khatian No. 764, J.L No. 13, Sub-Registrar Office at Alipore, Pargana— Kolkata being Holding No. 51, Uluberia (previously known as 343, Ola Road) P.S. Kasba within Kolkata Municipal Corporation ( previously Tollygunge Municipality), and butted and bounded in the manner following :

On the North : By Pre Nos. 5, 6/B, 6/C, 7/3, 7/B, 7/A, Jahura Bazar Lane, Kolkata- 700042, thereafter passage;

On the East : By passage;

On the South : By Premises Nos. 3/1A, 3/1B, 3/1C, 3/1D, 3/1F & 3/1L Jahura Bazar Lane, Kolkata- 700042 thereafter Common Passage;

On the West : By KMC Road;



THE SECOND SCHEDULE ABOVE REFERRED TO:

(Owner's Allocation)

Subject to the provision as contained in Article X clause 5 hereof the Owners will get 47% of the newly constructed building and 47% of covered car parking spaces on the ground floor as per Article I Point 8 and separate allocation of the Owners as per the chart below complete and habitable in all respect to be erected and/or constructed thereon in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation together with proportionate right of all facilities utilities and benefits to be provided to the said building which is to be used as common between all the Co-Owners and shall be made in accordance with the specifications as mentioned detailed in the Third Schedule hereunder written together with similar undivided proportionate share in the Land of the premises specifications described herein:-

THE THIRD SCHEDULE ABOVE REFERRED TO:

(COMMON PORTIONS)

- 1.1 Entrances, Exits, Boundary walls, open and/or Covered path and Passages.
- 1.2 Lobbies, Staircase, Roof, Lift and Landings.
- 1.3 An Office Room for the Association if there be any.
- 1.4 Other space for installing pumps / generator/ electrical and other installations and of common and other common installations mentioned hereinafter.
- 1.5 Darwan's room and Servant's common bathroom, if there be any.

## 2. WATER AND PLUMBING:

K.M.C water connection, Water pumps, water reservations, water tanks, water pipes (save those inside any unit). Pump room and all plumbing installations for carriage of water.

## 3. ELECTRICAL WIRING INSTALLATION:

Meter room, Wiring and assembles for lighting of common parts to the Main Meter and from the Main Meter to inside of the said unit and one point at the main entrance of the said unit as also to other common parts of the said Building. Be it specifically mentioned herein that the Owners will only be liable to pay the billed amount for taking the electric connection to their flats and/or Units in Owners' allocation in the new building.

4. Staircase and staircase Landing, Lift well, Lift ultimate roof of the Building.

## 5. DRAINS ETC:

Drains, sewers and pipes.

## 6. OTHERS:

Other common areas and installations and /or equipment as may be provided in the Building for common use and/or enjoyment.

7. All open spaces i.e. front, back and both sides spaces of the premises, External walls and internal common walls of the Building and common Driveways.

THE FOURTH SCHEDULE ABOVE REFERRED TO:  
(SPECIFICATIONS)

**FOUNDATION:**

As per sanctioned structural plan from K.M.C. R.C.C foundation and super structure as per the design issued by structural Engineer.

**STEEL:**

ISI grade available in the market.

**CEMENT:**

AMBUJA/ULTRA TECH/LAFARGE make cement.

**SAND:**

High quality coarse sand.

**STONE CHIPS:**

Standard quality available in the market.

**BRICK:**

First class brick AAC Block available in the market.

**FLOORING:**

"KAJARIA" / "Nitco" or equivalent make Tiles flooring in the entire flat area, staircase area shall be finished with marble. Service Area, Car Parking Area, Driveway and the other open spaces shall be finished with tiles Kota stone or designer tiles as suggested by the Architect.



**TOILET:**

Antiskid Tiles on the floor with Good quality "KAJARIA/NITCO" or equivalent makes glazed tiles (18" X 10") on the walls up to door height with 4" skirting. Sanitary fittings of "JAQUAR" (Continental) or equivalent make and concealed Good quality "SUPREME" or equivalent plumbing/fittings, with shower in one tap, one basin and one commode of "CERA" or equivalent make. In each toilet with hot and cold-water mixer system will be provided.

**KITCHEN:**

RC.C. cooking platform with Green stone slab and glazed tiles upto 2 feet above the counter. Stainless Steel sink (20"x 17") with one tap and one low height tap of "JAQUAR" continental or equivalent make.

**GRILL:**

M.S. Grill shall be provided in window, balcony, staircase Railing, main entrance gate etc. as designed and approved by the LBS/Architect and anodized aluminum handrail will be provided on the stair railing.

**DOOR FRAMES:**

Seasoned wood frame for all doors.

**MAIN DOOR:**

35 m.m phenol bonded flush doors along with tower bolt, one decorative metal handle, telescopic peep hole, one "GODREJ" make night latch.

**DOORS:**

32 m.m. waterproof, phenol bonded flush doors.

**WINDOWS:**

Good quality coloured anodized high glaze Aluminum windows.

**ELECTRICAL:**

"FINOLEX" or "HAVELL'S" make wiring with "ANCHOR" or equivalent make modular switches, "MCB" with sufficient numbers of electrical points in each flat and 2 nos. A.C. points, Telephone and other points.

**INTERNAL WALLS:**

Snow white plaster of Paris finished walls.

**EXTERNAL WALLS:**

Plastered with cement mortar and painted with weather coat paints over wall putty.

**ROOF:**

Waterproof treatment with Crazy flooring/ roof Tiles.

**LOBBY:**

Aesthetically designed lobby finished with Marble/Granite lobby.

**LIFT:**

Good quality Elevator will be provided.

**POWER BACKUP:**

"KIRLOSKAR" or equivalent make Generator will be installed for power backup.

**WATER SUPPLY:**

"CROMPTON" motor with B.E. pump set shall be installed for regular Water supply.

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

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

1.

① Nandini Saha

② Kiran Lal Saha

③ Joy Prakash Saha

④ S.P. Saha

⑤ Sunil Kumar Saha

⑥ Girija Saha

⑦ [Signature] (Vishal Kumar Saha)

⑧ Jyoti Saha

2.

---

SIGNATURE OF THE OWNERS

SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED INCOMING  
DEVELOPER THROUGH ITS DIRECTOR  
SMT. JAYATI PAUL AT KOLKATA IN  
PRESENCE OF: -

1.

2.

DEEPAJ CONSTRUCTION PVT LTD  
Jayati Paul  
Director

---

SIGNATURE OF THE DEVELOPER



MEMO OF CONSIDERATION

Received from the within mentioned Developer the within mentioned consideration sum of Rs. 60,00,000/- (Rupees Sixty Lacs) only as Security Deposit money in the following manner: -

- By Cheque No. 258178, dated 18.02.2021  
Drawn on State Bank of India, C.I.T. Road Branch  
to Sri. Nanda Lal Saha Rs. 10,00,000/-
  
- By Cheque No. 258179, dated 18.02.2021  
Drawn on State Bank of India, C.I.T. Road Branch  
to Sri. Kishori Lal Saha Rs. 10,00,000/-
  
- By Cheque No. 258180, dated 18.02.2021  
Drawn on State Bank of India, C.I.T. Road Branch  
to Sri. Joy Prakash Saha Rs. 10,00,000/-
  
- By Cheque No. 258181, dated 18.02.2021  
Drawn on State Bank of India, C.I.T. Road Branch  
to Sri. Shew Prakash Saha Rs. 10,00,000/-

By Cheque No. 258182, dated 18.02.2021  
 Drawn on State Bank of India, C.I.T. Road Branch  
 to Sri. Sunil Kumar Saha

Rs. 10,00,000/-

By Cheque No. 258183, dated 18.02.2021  
 Drawn on State Bank of India, C.I.T. Road Branch  
 to Smt. Gita Saha on behalf of Smt. Gita Saha  
 Sri Vivek Kumar Saha & Smt. Jyoti Saha

Rs. 10,00,000/-

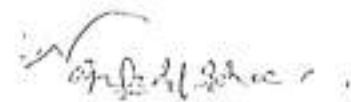
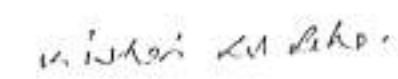
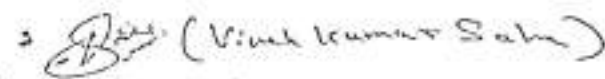
Total

Rs. 60,00,000/-

Witness:

1. Rahul Kumar Jha  
 16, Swarn Tagore Road  
 Kol - 19.

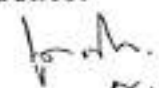
2. J. Saha  
 Acharya Pratim Das  
 W-22











1. 
2. 
3. Jay Prakash Saha
4. S.P. Saha
5. Sunil Kumar Saha
6. Gita Saha
7.  (Vivek Kumar Saha)
8. Jyoti Saha

SIGNATURE OF THE OWNERS

Drafted by me:











Advocate:

  
 Acharya Pratim Das  
 W-22  
 W-60/22

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					






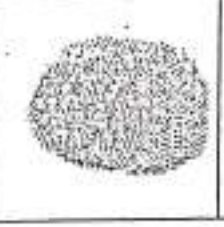






Name NANDA LAL SAHA  
 Signature Nanda L. Saha

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					



Name KISHORI LAL SAHA  
 Signature Kishori Lal Saha












	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					



Name JOY PRAKASH SAHA  
 Signature Joy Prakash Saha














Thumb 1st finger middle finger ring finger small finger

	left hand					
	right hand					

Name S.P. Saha

Signature S.P. Saha












Thumb 1st finger middle finger ring finger small finger

	left hand					
	right hand					

Name SUNIL KUMAR SAHA











Signature Sunil Kumar Saha

Thumb 1st finger middle finger ring finger small finger

	left hand					
	right hand					











Name GITA SAHA

Signature Gita Saha

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					













Name VIVEK KUMAR SAHA  
 Signature Vivek Kumar Saha

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					



Name JYOTI SAHA  
 Signature Jyoti Saha

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					



Name JAYATI PAUL  
 Signature Jayati Paul



Thumb 1st finger middle finger ring finger small finger



left hand					
right hand					

Name BAPA JAS  
 Signature [Handwritten Signature]

Thumb 1st finger middle finger ring finger small finger

PHOTO	left hand				
	right hand				

Name \_\_\_\_\_  
 Signature \_\_\_\_\_

Thumb 1st finger middle finger ring finger small finger

PHOTO	left hand				
	right hand				

Name \_\_\_\_\_  
 Signature \_\_\_\_\_



NARNDAL LAL SAHA  
 PRASAD LAL SAHA  
 011001544  
 Depositor's Account Number  
 BOFPSM122F  
 Signature



Government of India  
 नन्दलाल साहा

Name: Nanda Lal Saha  
 Father: PRASAD LAL SAHA  
 Date of Birth: 1940  
 Sex: Male




3569 3184 5832

नन्दलाल साहा - साधारण संचयन खाता  
 नन्दलाल साहा

Nanda Lal Saha

Permanent Account Number  
 AKDP5540BE



MR. NAME  
 JOY PRAKASH SAHA

FATHER'S NAME  
 PRASADI SAHA

DOB / DATE OF BIRTH  
 16-04-1948

FIRST SIGNATURE  
*Joy Prakash Saha*

*Prakash Saha*  
 MEMBER, P. & F. O.  
 COMMISSIONER'S OFFICE, BANGALORE

*Joy Prakash Saha*

भारत सरकार  
 Government of India

श्री प्रकाश साहा  
 Joy Prakash Saha  
 पिता प्रसादी साहा  
 Father: PRASADI SAHA

जन्म तिथि / DOB: 16/04/1948

पता / Address

9749 9438 8343

मेरा आधार, मेरी पहचान

2/5

PERMANENT ACCOUNT NUMBER  
AMKPS3494A

His NAME  
SHEW PROKASH SAHA

His FATHER'S NAME  
PROSADI SAHA

His DATE OF BIRTH  
02-01-1954

His SIGNATURE  
S.P. Saha

*S.P. Saha*  
COMMISSIONER OF INCOME-TAX, W.B.-M

*S. P. Saha*

স্বাক্ষরিত  
GOVERNMENT OFFICIAL

(No. 2417 BBI)  
Shew Prokash Saha  
Post : 2417 BBI  
Father : PROSADI SAHA  
Date of Birth : 1954  
Sex : Male

4412-1140-2721

স্বাক্ষরিত  
স্বাক্ষরিত

*S. P. Saha*



PERMANENT ACCOUNT NUMBER  
AMAPSS478C



YOUR NAME  
SUNIL KUMAR SAHA



FATHER'S NAME  
PRASADI SAHA

DATE OF BIRTH  
22-06-1953

YOUR SIGNATURE  
*Sunil Kumar Saha*

*SKS*  
2007 30px, 9.4-XI  
COMMISSIONER OF INCOME-TAX, WB.-XI

এই কার্ড কে হারিয়ে গেলে বা নষ্ট হয়ে গেলে  
আমি দায়বদ্ধতা নেই বহন করব।  
স্বাক্ষর: সুনীল কুমার সাহা (স্বাক্ষর করা হয়েছে)  
তারিখ: ২০০৭ সালের ১১ মার্চ  
ঠিকানা: ৭০০ ০৬৯

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

*Sunil Kumar Saha*



সংসদ সরকার  
Government of India

সুনীল কুমার সাহা  
Sunil Kumar Saha  
পিতার নাম: প্রসাদী সাহা  
Father: Prasadi Saha  
জন্ম তারিখ: DOB: 22/06/1953  
পুরুষ / Male

5164 4212 5634

আমার আধার, আমার পরিচয়

DHAR



भारत सरकार  
GOVERNMENT OF INDIA

नाम  
GITA SAHA  
पिता - सुन्दर लाल शर्मा  
Father - SUNDAR LAL SHAW  
जन्म तिथि / Date of Birth : 01-08-1950  
पतेन / Postcode



7257 2309 1497

সাধারণ মানুষের অধিকার

Gita Saha

Case

PERMANENT ACCOUNT NUMBER  
AKVPS6743H

नाम  
GITA SAHA

पिता या पिता का नाम  
SUNDAR SHAW

जन्म तिथि / DATE OF BIRTH  
01-08-1950

सही हस्ताक्षर

Gita Saha

*B. Saha*

आयकर अधीक्षक, ए. ए. टी.

COMMISSIONER OF INCOME-TAX, W.B. - M





भारत सरकार  
GOVERNMENT OF INDIA



विवेक कुमार साहा  
Vivek Kumar Saha  
पिता : 08 01 1976 साहा  
FATHER : Om Prakash Saha  
08 01 1976  
P.F. / Male



3762 5886 1140

नाम - आशाशुभ चानूदत्त अभिकार

*B. Saha* (Vivek Kumar Saha)

आशुभ चानूदत्त / PERMANENT ACCOUNT NUMBER  
ALPP53071D

आशुभ नाम  
VIVEK KUMAR SAHA

आशुभ पिता का नाम  
OM PRAKASH SAHA

आशुभ जन्म तिथि  
10-01-1976

आशुभ हस्ताक्षर

*CK Saha*  
आशुभ दिनांक, 14-11  
COMMISSIONER OF INCOME TAX, WB - XI

PERMANENT ACCOUNT NUMBER

AJPS7620P

YOUR NAME  
KISHOR LAL SAHA

FATHER'S NAME  
PRASADI SAHA

YOUR DATE OF BIRTH  
19-04-1942

YOUR SIGNATURE

*K. L. Saha*

*K. L. Saha*

FORM 5000, 14.11

COMMISSIONER OF INCOME-TAX, WB-8

*Kishor L Saha*



भारत सरकार  
GOVERNMENT OF INDIA

কিশোর লাল সাহা  
Kishor Lal Saha

পিতা : প্রসাদি লাল সাহা  
Father : PRASADI LAL SAHA

জন্ম তারিখ / Year of Birth : 1942

পুরুষ / Male



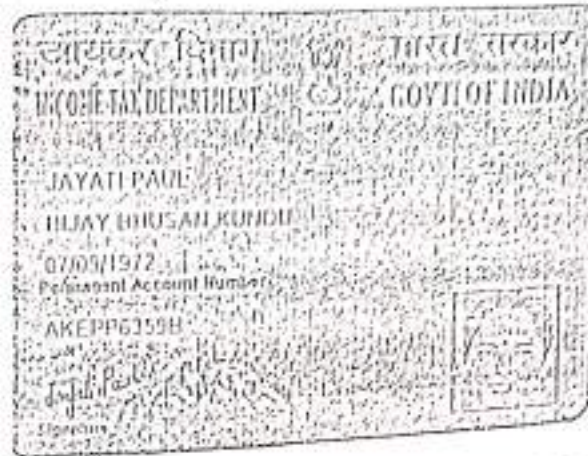
6229 0887 8835

আবার - সাধারণ মানুষের অধিকার

भारत सरकार  
INCOME TAX DEPARTMENT  
DEEPAJ CONSTRUCTION  
PRIVATE LIMITED  
07/07/2009  
Permanent Account Number  
AACCD5065P  
GOVT. OF INDIA

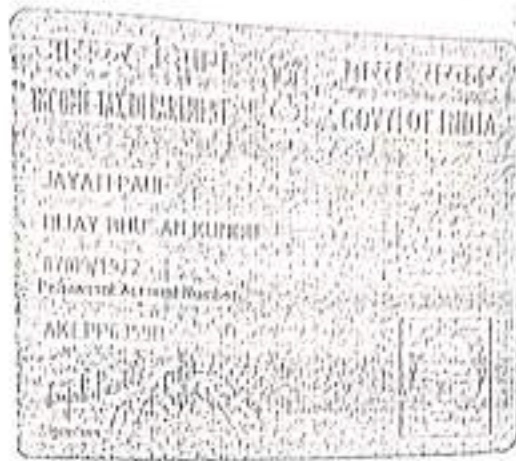
In case this card is lost / found, kindly inform / report to IT  
Lecturer Tax E&T Services Unit, IITM  
Plot No. 2, Sector 21, Chandigarh  
New Monitor - 160 014  
Please do not use this card for all matters  
except as mentioned, till notified by us  
Date: 11/07/09  
ITM





AADHAAR CARD





AADHAAR CARD

श्री श्री भारत  
Government of India  
Jayanti Paul  
DOB: 07/09/1972  
FEMALE



3155 3165 1768  
मेरा मेरी पहचान

श्री श्री भारत  
Unique Identification Authority of India

Address:  
VCI Mahuli Ch Paul, 17, Green  
Honey Road, Khakhya Eest  
Green Club, Shyamnagar S.O.  
Kolkata,  
West Bengal - 700015

3155 3165  
1768





ভারতের নির্বাচন কমিশন  
পরিচয় পত্র  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD

KN116593660



নির্বাচকের নাম : বপি ডাস

Elector's Name : Bapi Das

পিতার নাম : সুনীল ডাস

Father's Name : Sunil Das

লিঙ্গ/সঙ্গ : প / M

জন্ম তারিখ : 24/11/1974

Date of Birth

KN116593660

127, SARAT GHOSH GARDEN ROAD, PR, HO  
KOLKATA-700031

Address

127, SARAT GHOSH GARDEN ROAD, PR, HO  
120 130th Flg, KASBA, KOLKATA-700031

Date: 07/11/2019

নির্বাচন কমিশনের নির্বাচন  
অধিদপ্তরে স্বাক্ষর অনুমতি

Facsimile Signature of the Electoral  
Registration Officer for

146 Kasba Constituency

যদি আপনার ঠিকানা পরিবর্তন হয় তবে নির্বাচন কমিশনের  
সহকারী পরিচালকের নিকট এই পরিচয়পত্র পাওয়ার  
জন্য নির্দিষ্ট ফর্মটি পূরণ করে এবং পরিচয়পত্রের নম্বরটি উল্লেখ করুন।

In case of change in address mention this Card No.  
in the relevant form for including your name in the  
roll at the changed address and to obtain the card  
with same number.

146 / 132



## Major Information of the Deed

Deed No	I-1603-01126/2021	Date of Registration	22/02/2021
Query No / Year	1603-2000323419/2021	Office where deed is registered	
Query Date	11/02/2021 2:13:55 PM	1603-2000323419/2021	
Applicant Name, Address & Other Details	Bapi Das Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN 700027, Mobile No. : 9836980696, Status : Advocate		
Transaction	[0110] Sale, Development Agreement or Construction agreement	Additional Transaction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 60,00,000/-]
Set Forth value		Market Value	Rs. 7,39,12,336/-
Stampduty Paid(SD)		Registration Fee Paid	Rs. 60,053/- (Article:E, E, B)
Rs. 75,071/- (Article:48(g))			
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip.(Urban area)		

## Land Details :

District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Jahura Bazar Lane. , Premises No: 3, , Ward No: 091 Pin Code : 700042

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	1 Bigha 13 Katha 11 Chatak 5 Sq Ft		7,34,62,336/-	Property is on Road
Grand Total :				55.5958Dec	0/-	734,62,336 /-	

## Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1500 Sq Ft.	0/-	4,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		1500 sq ft	0/-	4,50,000 /-	

Word Details :

Name, Address, Photo, Finger print and Signature

**1 Mr NANDA LAL SAHA**

Son of Late Prasadi Saha 550, New Alipore., Block/Sector: N, P.O:- Newalipore, P.S:- New Alipore, District:- South 24-Parganas, West Bengal, India, PIN - 700053 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of India, PAN No.:: BOxxxxxx2F, Aadhaar No: 35xxxxxxxx5832, Status :Individual, Executed by: Self, Date of Execution: 18/02/2021  
 , Admitted by: Self, Date of Admission: 18/02/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/02/2021  
 , Admitted by: Self, Date of Admission: 18/02/2021 ,Place : Pvt. Residence

**2 Mr KISHORI LAL SAHA**

Son of Late Prasadi Saha 550, New Alipore., Block/Sector: N, P.O:- Newalipore, P.S:- New Alipore, District:- South 24-Parganas, West Bengal, India, PIN - 700053 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of India, PAN No.:: AJxxxxxx0P, Aadhaar No: 62xxxxxxxx8835, Status :Individual, Executed by: Self, Date of Execution: 18/02/2021  
 , Admitted by: Self, Date of Admission: 18/02/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/02/2021  
 , Admitted by: Self, Date of Admission: 18/02/2021 ,Place : Pvt. Residence

**3 Mr JOY PRAKASH SAHA**

Son of Late Prasadi Saha 550, New Alipore., Block/Sector: N, P.O:- Newalipore, P.S:- New Alipore, District:- South 24-Parganas, West Bengal, India, PIN - 700053 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of India, PAN No.:: AKxxxxxx8E, Aadhaar No: 97xxxxxxxx8343, Status :Individual, Executed by: Self, Date of Execution: 18/02/2021  
 , Admitted by: Self, Date of Admission: 18/02/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/02/2021  
 , Admitted by: Self, Date of Admission: 18/02/2021 ,Place : Pvt. Residence

**4 Mr SHEW PROKASH SAHA**

Son of Late Prasadi Saha 550, New Alipore., Block/Sector: N, P.O:- Newalipore, P.S:- New Alipore, District:- South 24-Parganas, West Bengal, India, PIN - 700053 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of India, PAN No.:: AMxxxxxx4A, Aadhaar No: 44xxxxxxxx2721, Status :Individual, Executed by: Self, Date of Execution: 18/02/2021  
 , Admitted by: Self, Date of Admission: 18/02/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/02/2021  
 , Admitted by: Self, Date of Admission: 18/02/2021 ,Place : Pvt. Residence

**5 Mr SUNIL KUMAR SAHA**

Son of Late Prasadi Saha 550, New Alipore., Block/Sector: N, P.O:- Newalipore, P.S:- New Alipore, District:- South 24-Parganas, West Bengal, India, PIN - 700053 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of India, PAN No.:: AMxxxxxx8C, Aadhaar No: 35xxxxxxxx5832, Status :Individual, Executed by: Self, Date of Execution: 18/02/2021  
 , Admitted by: Self, Date of Admission: 18/02/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/02/2021  
 , Admitted by: Self, Date of Admission: 18/02/2021 ,Place : Pvt. Residence

**6 Mrs GITA SAHA**

Wife of Mr Om Prakash Saha 550, New Alipore., Block/Sector: N, P.O:- Newalipore, P.S:- New Alipore, District:- South 24-Parganas, West Bengal, India, PIN - 700053 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No.:: AKxxxxxx3H, Aadhaar No: 72xxxxxxxx1497, Status :Individual, Executed by: Self, Date of Execution: 18/02/2021  
 , Admitted by: Self, Date of Admission: 18/02/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/02/2021  
 , Admitted by: Self, Date of Admission: 18/02/2021 ,Place : Pvt. Residence



**VIVEK KUMAR SAHA**

Son of Late Om Prakash Saha 550, New Alipore,, Block/Sector: N, P.O:- Newalipore, P.S:- New Alipore, Dis:  
South 24-Parganas, West Bengal, India, PIN - 700053 Sex: Male, By Caste: Hindu, Occupation: Others, Citiz  
India, PAN No.:: ALxxxxxx1D, Aadhaar No: 37xxxxxxxx1140, Status :Individual, Executed by: Self, Date of  
Execution: 18/02/2021

. Admitted by: Self, Date of Admission: 18/02/2021 ,Place : Pvt. Residence, Executed by: Self, Date of  
Execution: 18/02/2021

. Admitted by: Self, Date of Admission: 18/02/2021 ,Place : Pvt. Residence

**8 Mrs JYOTI SAHA**

Daughter of Late Om Prakash Saha 550, New Alipore,, Block/Sector: N, P.O:- Newalipore, P.S:- New Alipore,  
District:-South 24-Parganas, West Bengal, India, PIN - 700053 Sex: Female, By Caste: Hindu, Occupation:  
Others, Citizen of: India, PAN No.:: ALxxxxxx0C, Aadhaar No: 67xxxxxxxx5685, Status :Individual, Executed b  
Self, Date of Execution: 18/02/2021

. Admitted by: Self, Date of Admission: 18/02/2021 ,Place : Pvt. Residence, Executed by: Self, Date of  
Execution: 18/02/2021

. Admitted by: Self, Date of Admission: 18/02/2021 ,Place : Pvt. Residence

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>DEEPRAJ CONSTRUCTION PRIVATE LIMITED</b> 48/1A, Dr. Suresh Sarkar Road,, P.O:- ENTALLY, P.S:- Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN - 700014 . PAN No.:: AXxxxxxx9P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executer by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mrs JAYATI PAUL (Presentant )</b> Wife of Mr MADHAB CHANDRA PAUL 17, Suren Tagore Road,, P.O:- Ballygunge, P.S:- Gariahat, District South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx9B, Aadhaar No: 31xxxxxxxx1768 Status : Representative, Representative of : DEEPRAJ CONSTRUCTION PRIVATE LIMITED (as DIRECTOR)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr BAPI DAS</b> Son of Late SUNIL DAS ALIPORE POLICE COURT, P.O:- ALIPORE, P.S:- Alipore, District:-South 24 -Parganas, West Bengal, India, PIN - 700027			
Identifier Of Mr NANDA LAL SAHA, Mr KISHORI LAL SAHA, Mr JOY PRAKASH SAHA, Mr SHEW PROKASH SAHA, Mr SUNIL KUMAR SAHA, Mrs GITA SAHA, Mr VIVEK KUMAR SAHA, Mrs JYOTI SAHA, Mrs JAYATI PAUL			



Transfer of property for L.I.

Sl.No	From	To, with area (Blame Area)
	Mr NANDA LAL SAHA	DEL PRAJ CONSTRUCTION PRIVATE LIMITED-6545481000
	Mr KESHORILAL SAHA	DEL PRAJ CONSTRUCTION PRIVATE LIMITED-6545481000
3	Mr JOY PRAKASH SAHA	DEL PRAJ CONSTRUCTION PRIVATE LIMITED-6545481000
4	Mr SHEW PROKASH SAHA	DEL PRAJ CONSTRUCTION PRIVATE LIMITED-6545481000
5	Mr SUNIL KUMAR SAHA	DEL PRAJ CONSTRUCTION PRIVATE LIMITED-6545481000
6	Mrs GITA SAHA	DEL PRAJ CONSTRUCTION PRIVATE LIMITED-6545481000
7	Mr VIVEK KUMAR SAHA	DEL PRAJ CONSTRUCTION PRIVATE LIMITED-6545481000
8	Mrs JYOTI SAHA	DEL PRAJ CONSTRUCTION PRIVATE LIMITED-6545481000

Transfer of property for S1

Sl.No	From	To, with area (Blame Area)
1	Mr NANDA LAL SAHA	DEL PRAJ CONSTRUCTION PRIVATE LIMITED-18750000005411
2	Mr KESHORILAL SAHA	DEL PRAJ CONSTRUCTION PRIVATE LIMITED-18750000005411
3	Mr JOY PRAKASH SAHA	DEL PRAJ CONSTRUCTION PRIVATE LIMITED-18750000005411
4	Mr SHEW PROKASH SAHA	DEL PRAJ CONSTRUCTION PRIVATE LIMITED-18750000005411
5	Mr SUNIL KUMAR SAHA	DEL PRAJ CONSTRUCTION PRIVATE LIMITED-18750000005411
6	Mrs GITA SAHA	DEL PRAJ CONSTRUCTION PRIVATE LIMITED-18750000005411
7	Mr VIVEK KUMAR SAHA	DEL PRAJ CONSTRUCTION PRIVATE LIMITED-18750000005411
8	Mrs JYOTI SAHA	DEL PRAJ CONSTRUCTION PRIVATE LIMITED-18750000005411

## Endorsement For Deed Number : I - 160301126 / 2021

On 18-02-2021

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

Presented for registration at 10:10 hrs on 18-02-2021, at the Private residence by Mrs JAYATI PAUL ..

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 7,30,12,336/-

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

Execution is admitted on 18/02/2021 by 1. Mr NANDA LAL SAHA, Son of Late Prasadi Saha, 550, New Alipore., Sector: N, P.O: Newalipore, Thana: New Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by Profession Others, 2. Mr KISHORI LAL SAHA, Son of Late Prasadi Saha, 550, New Alipore., Sector: N, P.O: Newalipore, Thana: New Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by Profession Others, 3. Mr JOY PRAKASH SAHA, Son of Late Prasadi Saha, 550, New Alipore., Sector: N, P.O: Newalipore, Thana: New Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by Profession Others, 4. Mr SHEW PROKASH SAHA, Son of Late Prasadi Saha, 550, New Alipore., Sector: N, P.O: Newalipore, Thana: New Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by Profession Others, 5. Mr SUNIL KUMAR SAHA, Son of Late Prasadi Saha, 550, New Alipore., Sector: N, P.O: Newalipore, Thana: New Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by Profession Others, 6. Mrs GITA SAHA, Wife of Mr Om Prakash Saha, 550, New Alipore., Sector: N, P.O: Newalipore, Thana: New Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by Profession House wife, 7. Mr VIVEK KUMAR SAHA, Son of Late Om Prakash Saha, 550, New Alipore., Sector: N, P.O: Newalipore, Thana: New Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by Profession Others, 8. Mrs JYOTI SAHA, Daughter of Late Om Prakash Saha, 550, New Alipore., Sector: N, P.O: Newalipore, Thana: New Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by Profession Others

Identified by Mr BAPI DAS, . . Son of Late SUNIL DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 18-02-2021 by Mrs JAYATI PAUL, DIRECTOR, DEEPAJ CONSTRUCTION PRIVATE LIMITED (Private Limited Company), 48/1A, Dr. Suresh Sarkar Road, P.O:- ENTALLY, P.S:- Beniapurkur, District:- South 24-Parganas, West Bengal, India, PIN - 700014

Identified by Mr BAPI DAS, . . Son of Late SUNIL DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate



Debasish Dhar  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-  
PARGANAS

South 24-Parganas, West Bengal

On 22-02-2021

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 60,053/- ( B = Rs 60,000/- , E = Rs 21/- , H = Rs 28/- , M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 60,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 12/02/2021 12:00AM with Govt. Ref. No: 192020210225921462 on 12-02-2021, Amount Rs: 60,021/-,  
Bank: State Bank of India ( SBIN0000001), Ref. No. 90039097 on 12-02-2021, Head of Account 0030-03-104-001-16



## of Stamp Duty

Total required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 50/-, by

Rs 75,021/-

Description of Stamp

Stamp: Type: Impressed, Serial no AA0318, Amount: Rs.50/-, Date of Purchase: 15/01/2021, Vendor name: Amal Kr

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 12/02/2021 12:00AM with Govt. Ref. No: 192020210225921462 on 12-02-2021, Amount Rs: 75,021/-,  
Bank: State Bank of India ( SBIN0000001), Ref. No. 90039097 on 12-02-2021, 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 1603-2021, Page from 36256 to 36324

being No 160301126 for the year 2021.



*Dhar*

Digitally signed by DEBASISH DHAR  
Date: 2021.03.01 17:38:25 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 2021/03/01 05:38:25 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)