18982/22 I-18427/2022

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ পশ্চিম বঙ্গাল WEST BENGAL

AM 671363

6-2123945554

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this the 2nd day of **December, Two Thousand Twenty-Two (2022).**

District Sub-Registrar-III Alipore, South 24-parganas

02 DEC 2022

BETWEEN

1. **SHRI GOPAL KUNDU** son of Late Dasarath Kundu, having his Income Tax Permanent Account No. **(AFXPK 7428J)** and Aadhaar No. **(4611 9977 9796),** by faith-Hindu, by Nationality-Indian, by occupation Business, **AND 2) SMT. RUNA KUNDU** wife of Gopal Kundu, having her Income Tax Permanent Account No. **(AKYPK 5461F)** and Aadhaar No. **(3360 9007 8923),** by faith-Hindu, by Nationality-Indian, by occupation Business, both are residing at 8/1A, Baishnabghata Bye lane, Post Office-Naktala, Police Station-Netaji Nagar (erstwhile Patuli), Kolkata-700047, District-South 24 Parganas, West Bengal hereinafter jointly referred and called as the "**LAND OWNERS**" (which term or expression unless excluded by or repugnant to the context shall deem to mean and include their heirs, legal representative, successors and assigns), hereinafter referred as the **FIRST PART.**

02 DEC 2022

3665

No.....Rs.100/- Date.....

Name : Rajib Ghosh.

Advocate
High Court
Calcutta

Address : .....

Vendor : .....
Alipore Collectorate, 24Pgs. (South)
SUBHANKAR DAS
STAMP VENDOR
Alipore Police Court, Kol-27

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দক্ষিণ ২৪ পরগনা, আলিপুর
South 24 Parganas, Alipore

Sumon Sen
S/o Lt. Bijan Ku Sen
93/1A. B.K. Road
Kol 700003
000 - Gen Check

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SOUTH 24 PGS., ALIPORE
02 DEC 2022

AND

M/S. G.P. HOUSING PVT.LTD. having its Income Tax Parmanent Account No. **(AAECG 8061G)**, a Private Limited Company duly incorporated under the provision of Companies Act. having its registered office at 19T, Baishnabghata Bye Lane, Post Office-Naktala, Police Station-Netaji Nagar (erstwhile Patuli), Kolkata–700047, District-South 24 Parganas, West Bengal represented by its Director **SHRI GOPAL KUNDU** son of Late Dasarath Kundu, having his Income Tax Permanent Account No. **(AFXPK 7428J)** and Aadhaar No. **(4611 9977 9796),** by faith-Hindu, by Nationality-Indian, by occupation Business, residing at 8/1A, Baishnabghata Bye Lane Road, Post Office-Naktala, Police Station- Netaji Nagar, Kolkata–700047, District-South 24 Parganas, West Bengal. hereinafter referred to as the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office and assigns) of the **SECOND PART**.

OWNERSHIP OF THE PROPERTY

ALL THAT piece or parcel of land measuring 8 Cottah 11 Chittak 36 Sq. Ft., more or less, being K.M.C. premises No. 364/23A, N.S.C Bose Road, Kolkata 700 047, (Assessee No. 21-100-07-0404-4) under Police Station-Patuli, formerly Jadavpur, (Now Netaji Nagar) within the Jurisdiction of Ward No.100 of the Kolkata Municipal Corporation comprised in C.S Dag No. 470/486 under CS Khatian no. 137 and C.S. Dag No. 477 under C.S. Khatian No. 281, 296, 297 and 298 of Mouza: Naktala, J.L. No. 32, Touzi No. 56 in the District of the then 24-Parganas, presently 24-Parganas (South), Sub-Registration Office: Alipore, within the jurisdiction of Kolkata Municipal Corporation, under the Jurisdiction of Additional District Sub Registrar at Alipore, District South 24 Parganas, in the State of West Bengal.

DEVOLUTION OF TITLE OF THE OWNERSHIP OF THE LAND OWNERS MENTIONED AS FOLLOWS

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FIRST PLOT

1. One Pratima Bakshi wife of Late Nagendra Bhushan Bakshi as owner while seized and possessed of an area of land measuring about 5 Cottah 7 Chittack 8 Sq. Ft. a little more or less lying under Mouza-Naktala, Police Station- Sadar Tollygunge, District 24 Parganas, Tollygunge area in her absolute and indefeasible right and title on basis of diverse purchase deeds from different owners and developed the said area of land and prepared a development scheme and layout plan with division of the said area of land in small plots in distinctive numbers for construction purposes of residential houses and also layout of new roads. Thereafter, Pratima Bakshi out of the total plots sold some plots to different purchasers and retained some for herself.

2. There is no existing will in respect of the said property or the property has not been mortgaged or transferred yet and the owner has not entered into any agreement with any parties till date.

3. The said Pratima Bakshi out of her motherly love and affection towards her daughters settled three plots of land with her three daughters by executing a registered Deed of Settlement in the year 1960.

4. Thus, by virtue of the said Deed of Settlement dated 10.06.1960 Pratima Bakshi out of her own free will settled the aforesaid property in favour of her daughters. The Deed of Settlement was registered on 10.06.1960 and was recorded in Book No.1, Volume no. 99, Pages 41 to 46, Being no. 5341 for the year 1960 at the office of the Sub-Registrar at Alipore Sadar.

5. Smt. Bharati Bakshi (Mullick), the vendor herein, is the owner of ALL THAT piece or parcel of land measuring 5 Cottah 7 Chittak 8 Sq. Ft., more or less, being premises No.364/23A, N.S.C Bose Road, Kolkata 700 047,

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(Assessee No. 21-100-07-0404-4) under Police Station-Patuli, formerly Jadavpur, presently Netaji Nagar, within the jurisdiction of the then Calcutta Municipal Corporation; now The Kolkata Municipal Corporation, under Ward No.100 of the Kolkata Municipal Corporation, comprised in C.S. Dag No. 477 under C.S. Khatian No. 281 , 296 , 297 and 298 of Mouza : Naktala , J.L. No. 32 , Touzi No. 56 in the District of the then 24-Parganas, Presently 24-Parganas (South), Sub-Registration Office-Alipore, free from all encumbrances and liabilities whatsoever.

6. The said 3rd daughter of said Mrs. Pratima Bakshi by dint of said Deed of Settlement as owner and the Vendor herein above while absolutely seized and possessed of the aforesaid property duly mutated her name in the records of the Kolkata Municipal Corporation and was numbered as 364/23A, N.S.C. Bose Road, Police Station-formerly Jadavpur thereafter Patuli presently Netaji Nagar, Kolkata–700 047, and had been paying taxes regularly which is more particularly described in the schedule hereunder written and after completion of mutation, she got a IV storied building plan sanctioned from K.M.C dated 07.01.1987 vide B.S. Plan No. 325 .

7. Smt. Bharati Mallick (Bakshi) was the owner of ALL THAT piece or parcel of land measuring 05 Cottah 07 Chittak 08 Sq .Ft more or less being premises no 364/23A N.S .C. Bose Road Kolkata 700047 having Assessee no 21-100-07-0404-4 under Police Station-Patuli, formally Jadavpur presently Netaji Nagar within Jurisdiction of the then Calcutta Municipal Corporation now under Ward No 100 of the Kolkata Municipal Corporation, comprised in C.S. Dag No.477 under C.S. Khatian No. 281, 296, 297 and 298 of Mauza-Naktala, J.L. No. 32, Touzi No.56 in the District of then 24 Parganas, presently 24 Parganas.

8. While said Smt Bharati Mallick enjoying her ALL THAT piece or parcel of

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land measuring 05 Cottah 07 Chittak 08 sq. ft more or less being premises no 364/23A N.S .C. Bose Road Kolkata 700047 having Assessee no 21-100-07-0404-4 under Police Station-Patuli, formally-Jadavpur presently Netaji Nagar within Jurisdiction of the then under Ward No 100 of the Kolkata Municipal Corporation, comprised in C.S. Dag No.477 under C .S . Khatian No. 281, 296, 297 and 298 of Mauza-Naktala, J.L. No. 32, Touzi No.56 in the District of then 24 Parganas, presently 24 Parganas sold conveyed transferred her all that aforesaid property to and in favour of the Land Owners herein by virtue of a deed of conveyance dated 15th December 2016 duly registered at the office of DSR-I, at Alipore, and duly recorded in Book No. I, Volume No. 1601-2016, pages from 112657 to 112676 being no. 03764 for the year 2016.

9. By virtue of the said deed of conveyance dated 15th December 2016 the land owners herein become the absolute owner of ALL THAT piece or parcel of land measuring 05 Cottah 07 Chittak 08 sq .ft more or less being premises no 364/23A N.S .C. Bose Road Kolkata 700047 having Assessee no 21-100-07-0404-4 under Police Station : Patuli, formally Jadavpur presently Netaji Nager under Ward No 100 of the Kolkata Municipal Corporation, comprised in C.S. Dag No.477 under C.S. Khatian No. 281, 296, 297 and 298 of Mauza-Naktala, J.L. No. 32, Touzi No.56 in the District of then 24 Parganas, presently 24 Parganas (South), within the jurisdiction of Additional District Sub registrar at Alipore and duly recorded their name with the records of Kolkata Municipal Corporation and started enjoying the same by paying regular tax to the Municipal Authority.

SECOND PLOT

1. One Pratima Bakshi wife of Late Nagendra Bhushan Bakshi as owner while seized and possessed of an area of land measuring about 5 Cottah 7 Chittack 8 Sq. Ft. a little more or less lying under Mouza-Naktala, Police Station- Sadar Tollygunge, District 24 Parganas, Tollygunge area in her

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absolute and indefeasible right and title on basis of diverse purchase deeds from different owners and developed the said area of land and prepared a development scheme and layout plan with division of the said area of land in small plots in distinctive numbers for construction purposes of residential houses and also layout of new roads. Thereafter, Pratima Bakshi out of the total plots sold some plots to different purchasers and retained some for herself.

2. There is no existing will in respect of the said property or the property has not been mortgaged or transferred yet and the owner has not entered into any agreement with any parties till date.

3. The said Pratima Bakshi out of her motherly love and affection towards her daughters settled three plots of land with her three daughters by executing a registered Deed of Settlement in the year 1960.

4. Thus, by virtue of the said Deed of Settlement dated 10.06.1960 Pratima Bakshi out of her own free will settled the aforesaid property in favour of her daughters. The Deed of Settlement was registered on 10.06.1960 and was recorded in Book No.1, Volume no. 99, Pages 41 to 46, Being no. 5341 for the year 1960 at the office of the Sub-Registrar at Alipore Sadar.

5. The said Namita Ghosh herein being absolutely sized and possessed of the aforesaid property mutated her name in the records of the Kolkata Municipal Corporation which was duly numbered as 364/24A, Netaji Subhas Chandra Bose Road, Police Station-formerly Patuli Now Netaji Nagar, Kolkata-700047, District-South 24 Parganas, Therefore, stared paying tax to the municipal authority.

6. At the time of the execution and registration of the Deed of Settlement in the year 1960, it was not clearly mentioned whether Mrs.Nomita Ghosh nee

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Bakshi can Grant, sell, transfer, convey assign the aforesaid property in future to her heirs or anybody else. So in order to make her title clear to the aforesaid property more prefect, Pratima Bakshi granted, conveyed transferred and assured forever and absolutely the above-mentioned property which was once settled by her in favour of said Namita Ghosh by executing a deed of Gift which was duly registered duly registered at the office of Additional Registrar of Assurance on 2nd February 2012 and recorded in Book No. I, CD Volume No. 4, pages from 3212 to 3226 being no. 0157 for the year 2012.

7. While said Smt Nomita Ghosh enjoying her ALL THAT piece or parcel of land measuring 03 Cottah 04 Chittak 28 sq. ft more or less being premises no 364/24A N.S .C. Bose Road Kolkata 700047 having Assessee no 21-100-07-0405-6 under Police Station-Patuli, formally Jadavpur, presently Netaji Nagar under Ward No 100 of the Kolkata Municipal Corporation, comprised in C.S. Dag No.470/486 under C.S Khatian no. 137 And C.S. Dag no. 477 under C.S . Khatian No. 281, 296, 297 and 298 of Mouza-Naktala, J.L. No. 32, Touzi No.56 sold conveyed transferred her all that aforesaid property to and in favour of the Land Owner herein by virtue of a deed of conveyance dated 21st day of January 2013 duly registered at the office of DSR-I, at Alipore, and duly recorded in Book No. I, CD Volume No. 2, pages from 1132 to 1148 being no. 0191 for the year 2016.

8. By virtue of the said deed of conveyance dated 21st January 2013 the land owner herein become the absolute owner of ALL THAT piece or parcel of land measuring 03 Cottah 04 Chittak 28 sq .ft more or less being premises no 364/24A N.S .C. Bose Road Kolkata 700047 having Assessee no 21-100-07-0405-6 under Police Station : Patuli, formally Jadavpur presently Netaji Nagar under Ward No 100 of the Kolkata Municipal Corporation, comprised in C.S. Dag No.470/486 under C.S Khatian no. 137 And CS Dag no. 477 under C .S . Khatian No. 281,296,297 and 298 of Mauza-Naktala, J.L. No. 32, Touzi No.56

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in the District-South 24 Parganas and started enjoying the same by paying regular tax to the Municipal Authority.

WHEREAS the said Land Owners herein, while absolute enjoyed of ALL THAT piece or parcel of land measuring 8 Cottah 11 Chittak 36 Sq. Ft., more or less, being K.M.C. premises No. 364/23A, and 364/24A N.S.C Bose Road, Kolkata 700 047, under Police Station: Patuli, formerly Jadavpur, (Now Netaji Nagar) under Ward No.100 of the Kolkata Municipal Corporation, comprised in C.S Dag No. 470/486 under C.S. Khatian no. 137 and C.S. Dag No. 477 under C.S. Khatian No. 281, 296, 297 and 298 of Mouza: Naktala, J.L. No. 32, Touzi No. 56 in the District South 24 Parganas, within the jurisdiction of Kolkata Municipal Corporation, under the Jurisdiction of Additional District Sub Registrar at Alipore, District South 24 Parganas, in the State of West Bengal have duly recorded their name by amalgamated both the premises in one premises i.e., 364/23A Netaji Subhas Chandra Bose Road being (Assessee No. 21-100-07-0404-4)and has been started enjoying the said property by paying K.M.C. taxes regularly.

WHEREAS the said Land Owners herein, are now the absolute owner of **ALL THAT** piece or parcel of land measuring 8 Cottah 11 Chittak 36 Sq. Ft., more or less, being K.M.C. premises No. 364/23A, N.S.C Bose Road, Kolkata 700 047, (Assessee No. 21-100-07-0404-4) under Police Station-Patuli, formerly Jadavpur, (Now Netaji Nagar) within the Jurisdiction of Ward No.100 of the Kolkata Municipal Corporation comprised in C.S Dag No. 470/486 under CS Khatian no. 137 and C.S. Dag No. 477 under C.S. Khatian No. 281, 296, 297 and 298 of Mouza: Naktala, J.L. No. 32, Touzi No. 56 in the District of the then 24-Parganas, presently 24-Parganas (South), Sub-Registration Office: Alipore, within the jurisdiction of Kolkata Municipal Corporation, under the Jurisdiction of Additional District Sub Registrar at Alipore, District South 24 Parganas, in the State of West Bengal.

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AND WHEREAS the said property is free from all encumbrances, lien, mortgages and lispendens whatsoever.

AND WHEREAS the Developer, proposed to enter into a promotional agreement with the owners herein to develop their **ALL THAT** piece or parcel of land measuring 8 Cottah 11 Chittak 36 Sq. Ft., more or less, being K.M.C. premises No. 364/23A, N.S.C Bose Road, Kolkata 700 047, (Assessee No. 21-100-07-0404-4) under Police Station-Patuli, formerly Jadavpur, (Now Netaji Nagar) within the Jurisdiction of Ward No.100 of the Kolkata Municipal Corporation comprised in C.S Dag No. 470/486 under CS Khatian no. 137 and C.S. Dag No. 477 under C.S. Khatian No. 281, 296, 297 and 298 of Mouza: Naktala, J.L. No. 32, Touzi No. 56 in the District of the then 24-Parganas, presently 24-Parganas (South), Sub-Registration Office: Alipore, within the jurisdiction of Kolkata Municipal Corporation, under the Jurisdiction of Additional District Sub Registrar at Alipore, District South 24 Parganas, in the State of West Bengal., more fully mentioned and described in the **FIRST SCHEDULE** hereunder written on some terms and conditions appearing hereinafter for consideration of their land stipulated in this **DEVELOPMENT AGREEMENT** and based on sharing of total built up area between the developer and the owner of the proposed building to be constructed on the said premises by the developer.

AND WHEREAS the owners, after reviewing the aforesaid proposal by the Developer to develop their said property **ALL THAT** piece or parcel of land measuring 8 Cottah 11 Chittak 36 Sq. Ft., more or less, being K.M.C. premises No. 364/23A, N.S.C Bose Road, Kolkata 700 047, (Assessee No. 21-100-07-0404-4) under Police Station-Patuli, formerly Jadavpur, (Now Netaji Nagar) within the Jurisdiction of Ward No.100 of the Kolkata Municipal Corporation comprised in C.S Dag No. 470/486 under CS Khatian no. 137 and C.S. Dag No. 477 under C.S. Khatian No. 281, 296, 297 and 298 of Mouza: Naktala, J.L. No. 32, Touzi No. 56 in the District of the then 24-Parganas, presently 24-

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Parganas (South), Sub-Registration Office: Alipore, within the jurisdiction of Kolkata Municipal Corporation, under the Jurisdiction of Additional District Sub Registrar at Alipore, District South 24 Parganas, in the State of West Bengal, more fully described in the **FIRST SCHEDULE** hereunder written and which is owned and possessed by the owners herein subject to the terms and conditions hereinafter contained, has agreed to permit the Developer to develop the said property on some terms and conditions and consideration of his land as stipulated in this **DEVELOPMENT AGREEMENT**. Hence the owners is entitled to get entire Ground Floor, First Floor, Second Floor, One 3BHK Flat on 4th Floor South West side and Eleven numbers of Car parking space of the Proposed Basement Plus Ground Plus Four (B+G+IV) storied building to be constructed including common areas and facilities together with undivided proportionate share of land of the premises. If upon submission of the proposed building plan with the Kolkata Municipal Corporation an additional floor sanctioned by the Municipal Corporation i.e. Fifth Floor then the land owner will entitled to get one 3BHK Flat on the 5th Floor south west side along with undivided share over the first schedule mentioned property. The details of Owner's Allocation has been more fully described in the **SECOND SCHEDULE**.

The Developer's Allocation shall mean **'DEVELOPER'S ALLOCATION** the developer is entitled to get Three Numbers of 3BHK Flats on Third Floor, Two Numbers of 3BHK Flats on 4th Floor South East and North East together with 7 (seven) numbers of car parking spaces at the proposed Basement Plus Ground Plus Four (B+G+IV) storied residential CUM commercial building. If upon submission of the proposed building plan with the Kolkata Municipal Corporation an additional floor sanctioned by the Municipal Corporation i.e. Fifth Floor then the developer will entitled to get Two 3BHK Flats on the 5th Floor South East side along with undivided share over the first schedule mentioned property which is more fully and particularly mentioned in **THIRD SCHEDULE** Developer's Allocation written hereunder.

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

ARTICLE – I

DEFINITIONS

I. PREMISES shall always mean **ALL THAT** piece or parcel of land measuring 8 Cottah 11 Chittak 36 Sq. Ft., more or less, being K.M.C. premises No. 364/23A, N.S.C Bose Road, Kolkata 700 047, (Assessee No. 21-100-07-0404-4) under Police Station-Patuli, formerly Jadavpur, (Now Netaji Nagar) within the Jurisdiction of Ward No.100 of the Kolkata Municipal Corporation comprised in C.S Dag No. 470/486 under CS Khatian no. 137 and C.S. Dag No. 477 under C.S. Khatian No. 281, 296, 297 and 298 of Mouza: Naktala, J.L. No. 32, Touzi No. 56 in the District of the then 24-Parganas, presently 24-Parganas (South), Sub-Registration Office: Alipore, within the jurisdiction of Kolkata Municipal Corporation, under the Jurisdiction of Additional District Sub Registrar at Alipore, District South 24 Parganas, in the State of West Bengal. more fully described in the FIRST SCHEDULE and written hereunder or howsoever else the said premises will be or shall be known, numbered, called or distinguished.

II. PLANS shall mean the plans, drawings and specifications of the building to be prepared by the developer's authorised qualified person and to be sanctioned by the Kolkata Municipal Corporation for construction of Basment Plus Ground plus Four (G+B+IV) storied residential building on the premises PROVIDED THAT it shall include all alterations and/or modification therein made from time to time with the approval of the K.M.C. any additional construction will be the part of this plan or revised plan obtain from the Municipal Corporation.

III. BUILDING shall mean the residential Basement Plus Ground Plus Four (B+G+IV) storied, with necessary additional rooms like pump house , care

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taker/darwan's rooms, servant's toilets and shall include the car parking spaces and other spaces intended for the enjoyment of the building by its occupants.

IV. OWNER AND DEVELOPER shall mean and include their respective transferees/nominees or their assigns.

V. COMMON AREAS AND FACILITIES shall include :-

(a) Corridors, (b) stairways, (c) main gate, (d) landings, (e) side spaces, (f) park ways, (g) underground reservoirs, (h) overhead tanks, (i) passages, (j) electric meter room, pump room, (k) outer walls of the main building , (l) tap water lines, rain water pipe lines, waste water pipe lines, (m) sewerage lines, (n) rooftop and (o) other spaces and facilities whatsoever required for establishment, location, enjoyment, provision, maintenance and/or management of the building and / or the common facilities or any of them thereon as the case may be.

VI. SALEABLE SPACE shall mean built up space in building the available for independent use and occupation together with the provision for common areas and facilities and the space required therefore.

OWNER'S ALLOCATION, Shall mean the owners is entitled to get entire Ground Floor, First Floor, Second Floor, One 3BHK Flat on 4th Floor South West side and Eleven numbers of Car parking space of the Proposed Basement Plus Ground Plus Four (B+G+IV) storied building to be constructed including common areas and facilities together with undivided proportionate share of land of the premises. If upon submission of the proposed building plan with the Kolkata Municipal Corporation an additional floor sanctioned by the Municipal Corporation i.e. Fifth Floor then the land owner will entitled to get one 3BHK Flats on the 5th Floor south west side along with undivided share over the first schedule mentioned property. The owner's allocation has been more fully described in the **SECOND SCHEDULE** hereunder written.

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VII. DEVELOPER'S ALLOCATION the developer is entitled to get Three Numbers of 3BHK Flats on Third Floor, Two Numbers of 3BHK Flats on 4th Floor South East and North East together with 7 (seven) numbers of car parking spaces at the proposed Basement Plus Ground Plus Four (B+G+IV) storied residential CUM commercial building. If upon submission of the proposed building plan with the Kolkata Municipal Corporation an additional floor sanctioned by the Municipal Corporation i.e. Fifth Floor then the developer will entitled to get Two 3BHK Flats on the 5th Floor South East side along with undivided share over the first schedule mentioned property. The Developer's allocation has been more fully described in the **THIRD SCHEDULE hereunder** written.

VIII. ARCHITECT/ENGINEER shall mean any qualified and specialized person or persons or firm or firms to be appointed and nominated by the Developer as Architect/Engineers of the building to be constructed on the said premises.

IX. TRANSFEREE shall mean the person or persons to whom any space of the Developer's Allocation would be transferred and the Flat will be used only for residential purpose.

X. TRANSFER with the grammatical variations shall mean transfer by means of conveyance and shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in newly proposed building to the indenting purchaser/purchasers thereof.

XI. TRANSFERER shall mean who can transfer by means of conveyance and shall include transfer by possession and by any other means adopted for effecting transfer of space in the newly proposed building to the indenting purchaser/purchasers thereof.

XII. SINGULAR NUMBER shall include plural numbers and vice versa.

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ARTICLE – II

(TITLE AND INDEMNITIES)

I. The owners do hereby declare that the owners have a good marketable title to the said property, more fully described in the First Schedule hereto. No other persons have any right, title, interest and claim or demand whatsoever in the said property or any portion thereof. The owners have seized and possessed of or otherwise well and sufficiently entitled to enter into this promotional agreement with the Developer.

II. The owners do hereby declare that the said property, more fully described in the First Schedule hereto, is free from all encumbrances, liens, mortgages, charges, leases, claims, demands, lispendens whatsoever to the best of their knowledge.

III. The owners do hereby declare that there is no premises tenant, lessee/licensee or trespasser in the said property or in any portion thereof.

IV. The owners doth hereby declare that by virtue of this promotional agreement and subject to observance of the legal obligation created by this agreement, the Developer shall be entitled to construct and complete the proposed Basement Plus Ground Plus Four (B+G+IV) storied building on the vacant premises. The Developer is entitled to Developer's allocation in the proposed building which the said Developer will sell to the intending purchasers without any interruption or interference from the owners or any person or persons claiming through or under the owners.

V. **THE DEVELOPER** doth hereby undertake to do as follows :-

a) Immediately after execution of this development agreement, the Developer deliver vacant possession of the said property, more fully described in the First Schedule hereto.

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b) To prepare building plan by his own Architects/Engineers at his own costs.

c) To obtain sanction of the building plan at his own costs.

d) To obtain water connection from the Water Works Dept. under the Kolkata Municipal Corporation at his own costs.

e) After observing all the aforesaid conditions, the Developer at his own costs will start and complete the construction of the owners' allocation in habitable condition within 24 months from the date of obtaining sanction plan of the proposed building in respect of the premises. Before completion or handing over the owner's allocation to the owner, if thereby any unfortunate demise of the said owner happens, then the owner's allocation shall be handed over to the heirs of those owners.

VI. The Developer undertakes to construct the building in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation.

VII. The Developer shall act as an independent contractor in constructing the building and also undertakes to keep the owner indemnified from and against any Third Party claims and action arising out of any act or omission of the Developer in or relating to the construction of the building on the premises.

ARTICLE – III

(CHOICE OF ARCHITECT AND STRUCTURAL ENGINEER)

Any Architect/Engineer of Kolkata who is empanelled as L.B.S. or L.B.A. of the Kolkata Municipal Corporation will be employed by the Developer.

ARTICLE – IV

(CONSIDERATION)

The consideration for granting the right of development to the Developer by the owners and also consideration of undivided and proportionate share of the land of the premises appurtenant to the Developer's allocation would be adjusted

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against the cost of construction partly and partly by cash consideration to be incurred by the Developer in respect of owners' allocation.

ARTICLE – V
(QUALITY / SPECIFICATION)

'A' class construction shall be built by the Developer using standard quality building materials. Details of the technical specification of the Flats in the Owners' Allocation in the building are given in the schedule of specification annexed herewith and marked as Annexure – A.

ARTICLE – VI
(OBLIGATIONS OF THE OWNER)

I. That the owners of the said property may have to execute and/or register other deed or deeds, document or documents for the purpose of development of the said property and he will execute and register such deed or deeds, document or documents and shall sign or fill up any applications or forms or affidavits if required for the said purpose by the Developer at his costs and shall assist and cooperate with Developer for the purpose of development of the said property in all respects.

II. The owners shall sign the building plan and other relevant papers and documents to be filed before the K.M.C. or any other department for obtaining sanction of building plan in respect of the premises or for the purpose of carrying on the project.

III. The owners shall appoint nominate and constitute Sri Gopal Kundu, son of Late Dasarath Kundu, resident of 8/1A, Baishnabghata Bye Lane, Post Office- Naktala, Police Station- Netaji Nagar, Kolkata – 700047 one of the developer herein, as their lawful attorney in our names and on our behalf to do all work regarding development of the said property and to sell the Developer's allocation to the intending purchasers.

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IV. The Owners shall pay income tax, wealth tax, GST etc. If applicable, on the valuation of the owner's allocation only. The Developer shall be liable to pay Income Tax on the earnings from the selling price of number of Flats, car parking spaces together with common areas and common facilities in the developer's allocation.

V. The owners doth hereby deliver the original title deed, tax receipts, other original papers and documents relating to the said property to the Developer, simultaneously with the execution of the agreement and the Developer shall be entitled to retain the original title deed and other original papers till all the Flats and/or car parking spaces in the Developer's allocation are transferred to the intending purchaser/purchasers by registering deed of conveyances and after full completion of the proposed building and completion of sale process of the Developer's allocation, the Developer shall return the aforesaid original documents to the owners.

VI. The owners shall extend their best possible cooperation to the Developer for smooth carrying on the project.

VII. The owners doth hereby grant exclusive right to the Developer to build upon and to construct thereon a residential Basement Plus Ground Plus Four (B+G+IV) storied building on the said property.

VIII. All applications, plans and other papers and documents, referred to hereinbefore, shall be submitted by the Developer in the name of the owners but otherwise at the costs and expenses in all respects of the Developer and the Developer shall pay and bear all submissions and other like fees, charges and expenses required to be paid or deposited for sanction of the plan, altered plan or modified plan for construction of the building on the premises. Provided always that the Developer shall be exclusively entitled to all refunds and/or all payments and/or deposits made by the Developer.

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IX. The owners shall render to the Developer all reasonable assistance necessary to obtain all sanctions, permissions, clearances, approvals and/or authorities and/or to do any other act, thing or matter and/or to directly collect or receive back any refunds or other payments or deposits made by the Developer to any authority or authorities and shall further grant a **DEVELOPMENT POWER OF ATTORNEY** in favour of the Developer or his nominee or nominees to develop the premises and/or to construct, erect and complete the said building on the premises, to dispose of the Flats and car parking spaces in Developer's allocation by execution and registration of the Deed of Conveyance.

X. After getting delivery of possession of the owner's allocation, the owner shall be liable to bear proportionate share of the taxes levied by the Kolkata Municipal Corporation in respect of the premises.

ARTICLE – VII

(OBLIGATIONS OF THE DEVELOPER)

I. The Developer shall at its own costs construct building on **ALL THAT** piece or parcel of land measuring 8 Cottah 11 Chittak 36 Sq. Ft., more or less, being K.M.C. premises No. 364/23A, N.S.C Bose Road, Kolkata 700 047, (Assessee No. 21-100-07-0404-4) under Police Station-Patuli, formerly Jadavpur, (Now Netaji Nagar) within the Jurisdiction of Ward No.100 of the Kolkata Municipal Corporation comprised in C.S Dag No. 470/486 under CS Khatian no. 137 and C.S. Dag No. 477 under C.S. Khatian No. 281, 296, 297 and 298 of Mouza: Naktala, J.L. No. 32, Touzi No. 56 in the District of the then 24-Parganas, presently 24-Parganas (South), Sub-Registration Office: Alipore, within the jurisdiction of Kolkata Municipal Corporation, under the Jurisdiction of Additional District Sub Registrar at Alipore, District South 24 Parganas, in the State of West Bengal., in accordance with the sanctioned building plan of the K.M.C. obtained in respect of premises and in accordance with the

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specification approved by the Architect/Engineer and the specification of materials stated hereinbefore shall be used by the Developer in the construction of the owner's allocation of the building.

II. The Developer shall construct and provide the said building at its own cost, within a period of 24 months after receiving the sanctioned plan by the K.M.C. underground water storage tank and overhead reservoir required to be provided in the building in terms of the said building plan or under any application of statutory bye-laws and regulations or under any sanction or approval relating to the construction of the building on the premises.

III. The Developer shall be authorized in the name of the owners, in so far as necessary, to apply for and to obtain quotas, establishments and other allocations for cement, steel, bricks and other materials allocable to the owners for the construction of the proposed building and similarly to apply for and to obtain temporary and/or permanent connections of water, electricity and sewerage to the building and other inputs and facilities for the construction or enjoyment of the building. The Developer hereby undertakes to construct the building diligently and expeditiously to make over the owner's allocation within the time stipulated hereinbefore unless prevented by the circumstances beyond his control.

IV. The Developer shall be acting on behalf of the owners, as an attorney of the owners and be entitled to submit any plan or revised plan or modify or after plan or plans to the Kolkata Municipal Corporation or any appropriate authority or authorities on behalf of the owner to enable the Developer to construct the said building on the said premises and to obtain all such clearance, approvals, permission and/or authorities as shall be necessary for the purpose of construction of building on the premises. The owners shall extend his best possible cooperation to the aforesaid functions of the Developer.

ARTICLE – VIII

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(THE DEVELOPER'S SPECIAL RIGHT TO ENTER INTO AGREEMENT FOR SALE WITH INTENDING PURCHASERS)

I. During the subsistence of this agreement, the Developer will be at liberty to enter into any agreement for sale in respect of the Flats and car parking spaces under the Developer's allocation more fully described in the **THIRD SCHEDULE** hereto and to receive advances or earnest money whatsoever from such intending purchaser or purchasers, provided that the owners shall have no pecuniary obligations to refund such earnest money to such intending purchaser or purchasers. It is always provided that for delivery of possession of the Flats and car parking spaces more fully described in the THIRD SCHEDULE hereunder to the intending purchasers, there shall be a privity of contract between the Developer and the intending purchasers in respect of the Developer's allocation.

II. In consideration of the Developer having agreed to construct, erect and deliver up the owners' allocation, the owners shall grant, right, title, interest and convey and/or transfer and/or assign the Developer's allocation to the Developer or to his intending purchasers or nominee or nominees.

III. The Developer will be at liberty to give insertions in the news papers inviting purchasers for the same of Flats, car parking spaces in his allocated portion and shall also be entitled to fix up or hang any hoardings in the premises inviting intending purchasers.

ARTICLE - IX

(COMMON FACILITIES)

I. After the Developer is put in possession of the said property, the Developer shall be liable to make payment of all the property taxes, due corporation taxes and other outgoings in respect of the said property until such time the building is completed.

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II. As soon as the construction of the owners' allocation will be fully completed with water supply, power connections etc., the Developer shall give written notice to the owners requiring the owner's possession of the owner's allocation in the proposed building within 15 days from the date of receipt of the said notice and at all times thereafter i.e., after receipt of the said notice, the owners shall be exclusively responsible for payment of all K.M.C. and property taxes, rates, imposition whatsoever payable in respect of the owners' allocation and in case such taxes, rates or impositions are not separately demanded by the K.M.C. or any other authorities only for owner's allocation, then the owners shall be responsible for payment of such taxes, rates or impositions in proportion to their share of the total built of area.

III. As and from the date of 15 days after the service of the notice of possession, the owners shall also be responsible to pay and bear and shall forthwith pay on demand to the developer, the proportionate share of service charges for the common facilities in the building payable with respect to the owner's allocation, such charges to include water, fire and scavenging charges, taxes, light, sanitation, maintenance operation, repair and renewal charges, bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building as well as for all common wiring, pipes, electrical and mechanical equipments, switch gear, pumps, motor and other electrical and mechanical installations, appliances and equipments, stairways, landings, passageways, pathways and other common facilities whatsoever including erection of a sinking fund.

IV. The owners shall not only grant, right, interest to the Developer in respect of Developer's allocation more fully described in the **THIRD SCHEDULE** hereto but shall also effectively execute and register conveyances in favour of the Developer's nominated intending purchaser in respect of Developer's allocation. Such conveyances shall be jointly executed and registered by the owners with the Developer. The owners shall sell, convey and transfer undivided

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proportionate share of land of the premises and the Developer shall sell, convey and transfer flats, car parking spaces and common areas and facilities. The stamp duties, registration fees and incidental expenses shall be borne by the Developer or his nominated purchaser. The draft of such conveyance and registration of such conveyance shall be done by the Developer's Ld. Advocate.

V. After an association is formed by all the Flat purchasers in the Developer's allocation and the owners in respect of the said building and registered under the West Bengal Apartment Ownership Act, 1972 within a reasonable time, the Developer will hand over management of the common areas and facilities and fund to the said association and the original documents.

ARTICLE – X
(NAME OF THE BUILDING)

The name of the building is proposed by the owners of the land.

ARTICLE – XI
(COMMON RESTRICTIONS)

The Owners' allocation in the building shall be subject to the same restriction on transfer and use as are applicable to the Developer's allocation in the building intended for the common benefit of all occupiers of the building which shall include as follows :-

i) The Owners or the Developer or any of their transferees, assignees or sub-lessees or tenants shall not use or permit to use their respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use or allow the user thereof for any purpose which may create a nuisance or hazard to the other occupier of the building. The Owners or the Developer or the intending purchasers of Flats in the said proposed building or their nominee or nominees or their legal heirs or

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successors shall not be entitled or be allowed to run business or do any commercial activities in the said proposed building.

ii) The Owners or the Developer or any of their transferees shall not demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous permission in writing of the Kolkata Municipal Corporation (Building Department) and/or Management of the Society/ Association or Holding Organization.

iii) The owners shall not transfer or permit transfer of the owner's allocation or any portion thereof unless :-

a) The Owners have observed and performed all the terms and conditions on the part of the owner to be observed and performed and in particular before acceptance of delivery of possession of owner's allocation.

b) The Owners upon obtaining possession of owner's allocation, shall pay to the Developer or the Association on the headings :- K.M.C. taxes, property taxes, service charges, electricity bills, maintenance charges, repair charges, replacement of equipment charges, if any, proportionately.

c) The proposed transferees shall have given a written under-taking to the Developer or the Association, as the case may be, to be bound by the terms and conditions hereof and to duly and promptly pay all and whatsoever shall be payable in relation to the area in his possession.

iv) The Owners and the Developer and their transferees shall abide by the laws. Bye-laws, rules and regulations of the Government, local bodies, as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said bye-laws, rules and regulations.

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v) The Owners and the Developer and their transferees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. In their respective allocations in the building in good working condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the owners or the developer and other occupiers of the building as the case may be, indemnified from and against the consequences of any breach.

vi) The Owners or the Developer or all the transferees shall not do or cause or permitted to be done any act or thing which may render void/voidable any insurance of the building or any part thereof and shall keep the Owner or the Developer and other Occupiers of the building as the case may be, harmless and indemnified against the consequences of any breach.

vii) No goods shall be kept by the Owners or the Developer or their transferees for display in the corridors, landing and the common areas, meant for common use of all the Flat owners and hindrance shall be caused in any manner in the free movement in the common areas and in case any such hindrance is caused, the Developer or the Management of the Society/Association/Holding Organization shall be authorised to remove the same at the risk and cost of the person who keeps such goods or creates such hindrance.

viii) The Owners or the Developer or its transferees shall not throw, or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, landing, stairs or any other portion or portions of the said building.

ix) The Owners or the Developer or their transferees shall permit the Developer or the Management of the Society/Association/Holding Organization or its servants and agents with or without workmen at all reasonable times, to enter into, upon their respective allocation in the building and any part thereof

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to view and examine the state and condition thereof and the Owners or the Developer or any of their transferees, as the case may be shall rectify immediately upon receipt of such notice, all such defects of which notice in writing shall be given by the Developer or the Management of the Society/Association/Holding Organisation.

x) The Owners or the Developer or their transferees shall permit the Developer or the Management of the Society/Association/ Holding Organisation and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon their respective allocation and every part thereof for the purpose of maintaining or repairing any part of the building and/or for the purpose of repairing, maintaining rebuilding, cleaning, lighting and keeping in order and good condition, any common facilities and/or for the purpose of maintaining, repairing and testing drains, gas and water pipes and electric wires and for any similar purpose.

xi) All the common restrictions herein agreed upon shall apply to the Owners and the Developer and/or their respective transferees or assignees or any person claiming through them unless agreed upon by them in writing.

ARTICLE – XII
(MISCELLANEOUS)

I. The Owners and the Developer have entered into this promotional agreement purely on a principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the Developer and the Owners or as a joint venture or joint adventure between the Owners and Developer nor shall the Developer and the Owners in any manner constitute an association of persons. Each party shall keep the other party indemnified from and against the same.

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II. The Developer shall not be considered to be in breach of any obligation to the extent that the performance in the relative obligation is prevented by the existence of a force majeure shall be suspended for the duration of the force majeure. Force majeure shall mean irresistible compulsion or observation recognized as irresistible and shall include flood, earthquake, war, severe abnormal storm, tempest, civil commotion, state-wise strike and any other act beyond the control of the Developer affected thereby but shall not include normal bad weather or processions which are normal to the city of Kolkata.

III. It is understood that from time to time to enable the construction of the building by the Developer, various acts, deeds, matters and things, not herein specifically referred to, may be required to be done by the Developer for which the Developer may require the authority of the Owners and various specifications and other documents may be required legally to be signed or made by the Owners relating to which no specific provision has been made herein. The Owners hereby authorizes the Developer to do all acts, deeds, matters and things and undertake forthwith upon being required by the Developer in her behalf to execute any such additional power or powers of attorney and/or other authorization or authorizations as may be legally required by the Developer for the said purpose as also undertakes to sign and execute all such additional applications and other documents as may be required for the said purpose. All costs in this connection including legal costs and stamp duties and registration fees if any, including the legal expenses shall be paid and borne by the Developer.

IV. The Owners hereby further agrees and covenants with Developer as follows :-

a) The certificate of the Architect/Engineer in the matter of determining / calculating size of 2 (Two) Flats in Owner's allocation or certificate regarding completion of the Owner's allocation in terms of the sanctioned building plan,

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shall be final and binding on both the parties herein and none of the parties shall be entitled to dispute the calculation.

b) That the Developer shall be entitled to use materials, articles and things of such specifications in the said building as shall be decided by him but shall be of such standard as are used for the construction of a prestigious building.

V. The Developer shall be entitled to frame scheme for the management and administration of the said building and/or common areas and facilities thereof. The parties hereto agree to abide by all such rules and regulations of such management, society, association, holding organization and hereby give their consent to abide by the same.

VI. Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Owners, if delivered by hand or sent by prepaid registered post and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post, to be sent to the address of the Developer.

VII. Nothing in these presents shall be construed as a demise or assignment, conveyance in law by the Owners of the said property or any part thereof to the Developer as creating any right, title or interest in respect thereof in favour of the Developer other than an exclusive license to the Developer to commercially exploit the same in terms hereof.

VIII. After completion of the Owner's allocation of the said building with provision of water supply, power connection and the stair case, the Developer shall be entitled to complete the building as per sanctioned plan of the K.M.C. according to his time and convenience.

IX. If (G+IV) sanction ever comes into existence 50% of the floor area of the fourth floor would be allotted to the Owners of the land and rest 50% will be Developer's.

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V. The Developer shall be entitled to frame scheme for the management and administration of the said building and/or common areas and facilities thereof. The parties hereto agree to abide by all such rules and regulations of such management, society, association, holding organization and hereby give their consent to abide by the same.

VI. Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Owners, if delivered by hand or sent by prepaid registered post and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post, to be sent to the address of the Developer.

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VIII. After completion of the Owner's allocation of the said building with provision of water supply, power connection and the stair case, the Developer shall be entitled to complete the building as per sanctioned plan of the K.M.C. according to his time and convenience.

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ARTICLE – XIII
(ADJUDICATION OF DISPUTES)

I) In case any dispute and differences arise between the parties hereto regarding committing any breach of any terms or obligations to be observed by any party under this agreement or regarding construction, interpretation, determination of rights, duties, determination of compensation/liabilities touching these presents, the same shall be referred to arbitration under the Arbitration and Reconciliation Act, 1996.

II) In connection with the aforesaid arbitration proceedings, the Ld. District Judge, 24-Parganas (South) at Alipore alone shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

FIRST SCHEDULE ABOVE REFERRED TO
(The said Premises)

ALL THAT piece or parcel of land measuring 8 Cottah 11 Chittak 36 Sq. Ft., more or less, being K.M.C. premises No. 364/23A, N.S.C Bose Road, Kolkata 700 047, (Assessee No. 21-100-07-0404-4) under Police Station-Patuli, formerly Jadavpur, (Now Netaji Nagar) within the Jurisdiction of Ward No.100 of the Kolkata Municipal Corporation comprised in C.S Dag No. 470/486 under CS Khatian no. 137 and C.S. Dag No. 477 under C.S. Khatian No. 281, 296, 297 and 298 of Mouza: Naktala, J.L. No. 32, Touzi No. 56 in the District of the then 24-Parganas, presently 24-Parganas (South), Sub-Registration Office: Alipore, within the jurisdiction of Kolkata Municipal Corporation, under the Jurisdiction of Additional District Sub Registrar at Alipore, District South 24 Parganas, in the State of West Bengal which is butted and bounded as follows.

On the North : 364/25 NSC Bose Road
On the South : NSC Bose Road
On the East : Plot No. 364/31
On the West : 30 Ft Wide KMC Road

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SECOND SCHEDULE ABOVE REFERRED TO

(Owner's Allocation)

OWNER'S ALLOCATION, the owners is entitled to get entire Ground Floor, First Floor, Second Floor, One 3BHK Flat on 4th Floor South West side and Eleven numbers of Car parking space of the Proposed Basement Plus Ground Plus Four (B+G+IV) storied building to be constructed including common areas and facilities together with undivided proportionate share of land of the premises. If upon submission of the proposed building plan with the Kolkata Municipal Corporation an additional floor sanctioned by the Municipal Corporation i.e. Fifth Floor then the land owner will entitled to get one 3BHK Flat on the 5th Floor south west side along with undivided share over the first schedule mentioned property.

THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

DEVELOPER'S ALLOCATION the developer is entitled to get Three Numbers of 3BHK Flats on Third Floor, Two Numbers of 3BHK Flats on 4th Floor South East and North East together with 7 (seven) numbers of car parking spaces at the proposed Basement Plus Ground Plus Four (B+G+IV) storied residential CUM commercial building. If upon submission of the proposed building plan with the Kolkata Municipal Corporation an additional floor sanctioned by the Municipal Corporation i.e. Fifth Floor then the developer will entitled to get Two 3BHK Flats on the 5th Floor South East side along with undivided share over the first schedule mentioned property.

ANNEXURE – A

(Schedule of Specification)

Technical specifications of the proposed building as will be constructed by the Developer are given hereunder :-

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1.	R.C.C. work :	Reinforced cement concrete for column, beam, slab etc. as per drawing. Cement should be used by – ACC, Lafarge, Birla, Ultra Tech.
2.	Brick :	1st Class Brick or 2nd Class picket will be used for 10" , 8", 5" and 3" brick work mortar; ratio (sand:cement) shall be 6:1, 5:1 and 4:1 respectively. Soling Brick would be used in case of only soling purpose.
3.	Plaster work :	Any wall plaster (inside or outside), any ceiling plaster will be in the respective ratio of 6:1 and 4:1 & ceiling would be chipped before plaster.
4.	Floor work :	Vitrified Tiles flooring. Vitrified Tiles properly cut (size 2ft*2ft, more or less) and polished (2 times cut with the machine and after that finished with acid with the machine for one time). Kitchen slab will be filled with Granite.
5.	Wall work :	4" skirting or Dado up to 7' height tiles will be fitted in the bath-rooms, cooking wall platform and the adjacent wall tiles will be fitted up to 2' height in the kitchen.
6.	Door Frame :	4" x 2½" sal wood door frame according to the door size for the main door, all other doors would

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		be 3"x3" and kitchen and toilet doors would be 3"x2½".
7.	Door :	Main door will be of 35mm thick and other inside doors will be 35mm thick phenol bonded flush door finished with wood primer and painting and necessary fittings. Inside door shutters will be of 35mm thick.
8.	Window :	Aluminium window with M.S. Grill (Straight lane design) of 5mm strip with iron stay and handle covered with 3mm glass (P-Net) proper painted with primer. All Aluminium windows made with sliding glass and mosquito screen.
9.	Water Supply :	Main source of water will be the supply of Corporation Water will be stored in an underground reservoir and lifting of water to overhead reservoir will be done by a 1 H.P. electric operated pump (standard made). Water will be supplied to each flat from overhead tank.
10.	Sanitary & Plumbing :	The sewerage line inside the premises of the proposed building shall be connected with the Corporation's sewer through the master trap (underground), all soil pipe will be of P.V.C. 4" dia, will be properly fixed with the wall and concealed to pit. Main water line from road to the underground reservoir & to the overhead

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South 24-Parganas, Alipore

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		reservoir to each flat will be by ¾" tube of standard make P.V.C. All the inter- nal connections viz. Inside the bathroom, kitchen would be of ½" P.V.C. tube (HDP) of standard make open system P.V.C. rain water pipe will be used for roof water disposal.
11.	Bathroom :	English type all would be open (non-concealed) with Cisterm. All porcelain material will be of Hind Ware / Jaguar / Parry Ware, and of white colour. Two nos. of Bib clock and 1 no. shower connection will be provided.
12.	Basin/Sink :	Three basins of white colour will be provided. One basin will be provided in the Dining Hall and other to will be provided in two toilets. One Sink will be provided in the kitchen.
13.	Electric :	Electrical fittings such as bulb, tube, fan, bell, exhaust fan, etc. will not be provided. Expenses towards meter deposit, service charges or any expenses towards CESC will be borne by the Developer. Arrangement for the main line laying will be done by the Developer.
14.	Common Point:	Common Point for main gate passage surrounding the building pump room stair gate land, terrace.

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15.	Bedrooms :	2 light point, 1 fan point, 5 Amp. Plug point at board (concealed), 1 AC point.
16.	Dining/Drawing :	2 light points, 2 fan points, 1 plug point (5 Amp) at Board, 1 power point (15 Amp) for Freeze (Consealed).
17.	Bathroom :	1 light point, 1 power point (15 Amp) at Board (Consealed)
18.	Kitchen (Con) :	1 light point, 2 power points - 1 power point with 5 Amp and another 1 power point with 15 Amp at Board, 1 exhaust fan point.
19.	Balcony :	1 light point (Concealed).

NOTE : Every wire will be of Havel's/Fenolex brand and switch plugs etc. of Crabtree/Anchor Brand and switch board will be plastic sheet.

20.	Covering of Roof :	The Roof will be covered fully with GI sheet, to protect from rain and heat. Structure should be stable, and have sufficient slope to drain away the rain water with the help of a channel at the edge of the slope.
21.	Roof : Treatment	Roof will be treated by I.P.S. floor, net cement finish after chemical works.

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22.	Pavement/ : Parking	3" flat soling Jhama soling 1" cement concrete with ¼" stone chips cement and sand 4:3:1 ratio finished with neat cement, rope lining.
23.	Main Gate :	Made with the M.S. Bar (Modern design with locking arrangement)
24.	Painting :	Plaster of Paris rooms and outside two coats snowcem. 1 coat primer and 2 coats enamel painted doors, windows and grills. Interior painting (premium brand) will be borne by the Developer.
25.	Lift/Elevator :	Electrically operated lift, with a capacity of carrying 4 passengers at a time of manufacturer "Greenline / Adams" will be provided with RCC lift Shaft.

Any extra item should be charged in the following manner :-

Cost of extra item (current Market value) plus 20% extra.

Any alternative item should be charged in the following manner :-

Cost of alternative item cost of original item (current rate) plus 20% extra.

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SOUTH 24 PGS., ALIPORE

IN WITNESS WHEREOF the **PARTIES** herein put their respective signatures on the day, month, and year first above written.

SIGNATURE OF THE LAND OWNERS

1 Gopal Kundu

2 Rene Kundu

SIGNED, SEALED & DELIVERED by within named **ORIGINAL LAND OWNER AND DEVELOPER** in presence of **WITNESSES** at Kolkata.

1) Somon Sen
93/C G. B. R. Road
Kol- 9

2) Nilankam Banerjee
6, Old Post Office Street
Kol-700001

SIGNATURE OF THE DEVELOPER

G. P. Housing Pvt. Ltd.
Gopal Kundu
Director

DRAFTED BY ME AS PER INSTRUCTION AND DOCUMENTS PROVIDED BY THE CLIENT

Rajib Ghosh

RAJIB GHOSH
Advocate
High Court Calcutta
6, Old Post Office Street, 5th Floor
Kolkata-700001.F/2190/2005/2019

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SPECIMEN FROM FOR TEN FINGERPRINTS

Gopal Kundu

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature Gopal Kundu

Rune Kundu

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature Rune Kundu

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Signature _____

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South 24-Parganas, Alipore

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SOUTH 24 PGS., ALIPORE
02 DEC 2022

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	**Name**	**Photo**	**Finger Print**	**Signature**
	Shri Gopal Kundu (Presentant) Son of Late Dasarath Kundu Executed by: Self, Date of Execution: 02/12/2022 , Admitted by: Self, Date of Admission: 02/12/2022 ,Place : Office	 02/12/2022	 LTI 02/12/2022	02/12/2022
	8/1A, City:- , P.O:- Naktala, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx8J, Aadhaar No: 46xxxxxxxx9796, Status :Individual, Executed by: Self, Date of Execution: 02/12/2022 , Admitted by: Self, Date of Admission: 02/12/2022 ,Place : Office			
2	**Name**	**Photo**	**Finger Print**	**Signature**
	Smt Runa Kundu Wife of Shri Gopal Kundu Executed by: Self, Date of Execution: 02/12/2022 , Admitted by: Self, Date of Admission: 02/12/2022 ,Place : Office	 02/12/2022	 LTI 02/12/2022	02/12/2022
	8/1A, City:- , P.O:- Naktala, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AKxxxxxx1F, Aadhaar No: 33xxxxxxxx8923, Status :Individual, Executed by: Self, Date of Execution: 02/12/2022 , Admitted by: Self, Date of Admission: 02/12/2022 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**G.P.HOUSING PRIVATE LIMITED** 19T,Baishnabghata Bye Lane, City:- , P.O:- Naktala, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 , PAN No.:: AAxxxxxx1G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	**Name**	**Photo**	**Finger Print**	**Signature**
	Shri Gopal Kundu Son of Late Dasarath Kundu Date of Execution - 02/12/2022, , Admitted by: Self, Date of Admission: 02/12/2022, Place of Admission of Execution: Office	 Dec 2 2022 3:39PM	 LTI 02/12/2022	02/12/2022
	8/1A Baishnabghata Bye Lane, City:- , P.O:- Naktala, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx8J, Aadhaar No: 46xxxxxxxx9796 Status : Representative, Representative of : G.P.HOUSING PRIVATE LIMITED (as Director)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Sumon Sen Son of Late Bijay Kumar Sen 93/1L, Baithakkhana Road,, City:- Kolkata, P.O:- Raja Ram Mohan Sarani, P.S:-Amharst Street, District:-Kolkata, West Bengal, India, PIN:- 700009			
	02/12/2022	02/12/2022	02/12/2022
Identifier Of Shri Gopal Kundu, Smt Runa Kundu, Shri Gopal Kundu			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Gopal Kundu	G.P.HOUSING PRIVATE LIMITED-7.20844 Dec
2	Smt Runa Kundu	G.P.HOUSING PRIVATE LIMITED-7.20844 Dec

Endorsement For Deed Number : I - 160318427 / 2022

On 02-12-2022

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

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

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

Presented for registration at 12:43 hrs on 02-12-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri Gopal Kundu , one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,76,77,715/-

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

Execution is admitted on 02/12/2022 by 1. Shri Gopal Kundu, Son of Late Dasarath Kundu, 8/1A, P.O: Naktala, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Business, 2. Smt Runa Kundu, Wife of Shri Gopal Kundu, 8/1A, P.O: Naktala, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Business

Indetified by Mr Sumon Sen, , , Son of Late Bijay Kumar Sen, 93/1L, Baithakkhana Road,, P.O: Raja Ram Mohan Sarani, Thana: Amharst Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700009, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 02-12-2022 by Shri Gopal Kundu, Director, G.P.HOUSING PRIVATE LIMITED (Private Limited Company), 19T,Baishnabghata Bye Lane, City:- , P.O:- Naktala, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047

Indetified by Mr Sumon Sen, , , Son of Late Bijay Kumar Sen, 93/1L, Baithakkhana Road,, P.O: Raja Ram Mohan Sarani, Thana: Amharst Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700009, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 46.00/-, by online = Rs 7/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/12/2022 8:39PM with Govt. Ref. No: 192022230198674258 on 01-12-2022, Amount Rs: 7/-, Bank: SBI EPay (SBIePay), Ref. No. 6130715839235 on 01-12-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 39,950/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 3665, Amount: Rs.100.00/-, Date of Purchase: 02/12/2022, Vendor name: SUBHANKAR DAS
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/12/2022 8:39PM with Govt. Ref. No: 192022230198674258 on 01-12-2022, Amount Rs: 39,950/-, Bank: SBI EPay (SBIePay), Ref. No. 6130715839235 on 01-12-2022, Head of Account 0030-02-103-003-02

Dhar

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 594303 to 594345

being No 160318427 for the year 2022.

Seal of the District Sub-Registrar III, South 24 Parganas, South 24 Parganas

Digitally signed by Debasish Dhar
Date: 2022.12.02 16:26:05 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/12/02 04:26:05 PM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.

(This document is digitally signed.)