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AC 482694

14/12/20
2/16/585/20
MV = 19778/102/1

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this the ^{14th} day of December, Two Thousand and Twenty (2020) **BETWEEN SMT SIMA BHATTACHARJEE** alias **SMT SIMA RANI BHATTACHARJEE** (PAN: BTXPB0073R) (Aadhaar No.3230 0516 9418) wife of Late Ram Narayan Bhattacharjee, by faith - Hindu, by occupation - Housewife, by Nationality - Indian, residing at 1/29, Jahura Bazar Lane, P.O. Kasba, P.S. Kasba, Kolkata - 700 042, District - South 24 Parganas, West Bengal hereinafter called and referred to as the **OWNER**. (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, representatives, administration and / or assigns) of the **FIRST PART**.

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Smt. Sima Bhattacharjee

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

APARNITA REALTY
Attorneys Das
Proprietor

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Allpore, South 24-parganas

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M/s. APARNITA REALTY a Proprietorship Firm, having its office at 132, Madurdaha, P.O. E.K.T.P., P.S. Tiljala now Anandapur, Kolkata – 700 107, represented by its Proprietor **SRI ATTREYO DAS (PAN: BSFPD3919R)** (Aadhaar No.7768 1604 9301) son of Sri Arghya Das, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 132, Madurdaha, P.O. E.K.T.P., P.S. Tiljala now Anandapur, Kolkata – 700 107, District – South 24 Parganas, West Bengal hereinafter called and referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, representatives, administrator and/or assigns) of the **SECOND PART**.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

ARTICLE – I : DEFINITIONS

[1] **THE OWNER** :The Owner will mean the legal title holder of the land as well as the structure on this plot of land unless excluded by or repugnant to the subject or context her heirs, legal representatives, executors and / or assigns.

[2] **THE DEVELOPER** :The Developer unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators, assigns and nominees.

[3] **THE SAID PROPERTY** : The said property shall mean 7(Seven) Cottahs 0(Zero) Chittak and 20(Twenty) square feet more or less of land being Municipal Premises No.1824, Madurdaha, P.S. Tiljala now Anandapur, Kolkata – 700 107, within the jurisdiction of Sub-Registry office Alipore, within the District South 24 Parganas, within the local limits of the Kolkata Municipal Corporation under Ward No.108 are shall be known, numbered, called, distinguished and / or described fully and particularly written hereunder in Schedule "A".

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[4] **THE NEW BUILDING :** The new Building shall mean the G+III storied building with lift to be constructed at the said property alongwith the boundary wall 4'-6" height with entrance gate.

[5] **COMMON FACILITIES :** Common facilities shall mean and include corridors, Hallways, Stairways, Landings, Machine Room, Stair case, Lift, Passage, Roof and common conveniences whatsoever required for the beneficial enjoyment, use and occupation by the occupiers thereof.

[6] **SALEABLE SPACE :** Saleable space shall mean the space in new building available for independent use and occupation, other than the space allowable to the Owner along with the right to use and enjoy the common facilities and conveniences provided in the new building.

[7] **OWNER'S ALLOCATION :** Owner's allocation shall mean the 50% constructed area and common service area in the newly constructed G+III storied building with lift i.e. Entire First floor, One 2BHK flat in South-West side on Third floor and remaining portion of 50% of 3BHK flat on Third floor and 50% Constructed area on Ground floor except one commercial space measuring more or less 225 sq. ft. built-up area of the said building as per KMC sanctioned building plan alongwith undivided proportionate share of land which is free from all encumbrances and Rs.2,00,000/- (Rupees Two Lakh) only as non refundable money / forfeited money, which is fully and particularly described in SCHEDULE – B herein under written. Be it mentioned here that if the party of the Second Part / Developers shall construct any extra construction after deviation of the original sanction building plan upon the roof of the Building or in the Ground floor of the Schedule "A" premises in that event the party of the First Part shall have right to entitle to get the 50% of the said construction and the party of the Second Part shall bound to legalise the same from the K.M.C. at their own cost and risk and the same is to be sanctioned/approved or legalised by the authority concern of the K.M.C.

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Signature of the Proprietor

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[8] **DEVELOPER'S ALLOCATION :** Developer's share of allocation shall mean the 50% constructed area and common service area in the newly constructed G+III storied building with lift i.e. Entire Second floor, One 2BHK flat in South-East side on Third floor and remaining portion of 50% of 3BHK flat on Third floor and 50% Constructed area on Ground floor and one commercial space measuring more or less 225 sq. ft. built-up area of the said building as per KMC sanctioned plan alongwith undivided proportionate share of land other than the Owner's allocation of the New Building as fully and particularly described in SCHEDULE – C hereunder written.

[9] **THE ENGINEER / ARCHITECT :** The Engineer shall mean as the consulting Engineer who has been appointed by the Developers for designing and planning of the New Building or any other persons, firm or company who may be appointed hereinafter, for the similar purpose.

[10] **THE BUILDING PLAN :** The Building Plan to be prepared by the Architect / Engineer appointed by the Developer for the construction of the New Building and to be submitted duly signed by the Owner or her Attorney. Be it mentioned here that if the party of the Second Part / Developer shall construct any extra construction after deviation of the original sanction building plan upon the roof or in the Ground floor of the Schedule "A" premises in that event the party of the First Part shall have right to entitle to get the 50% of the said construction and the party of the Second Part shall bound to legalise the same from the K.M.C. at his own cost and risk and the same to be sanctioned/approved by the authority concern of the K.M.C.

ARTICLE – II : OWNER'S REPRESENTATIONS

WHEREAS one Sri Biraj Chandra Mondal took settlement of the property measuring more or less 26.25 acre under C.S. Dag No.417 of Khatian No.133 under Mouza – Madurdaha and land containing an area about 14.01 acre under C.S. Dag No.405 of Khatian No.133 under Mouza – Madurdaha, Police Station the

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then Tollygunge thereafter Jadavpur at present Kasba, District South 24 Paranas from the then Zamindar namely Ganendra Nath Dey Sarkar having its residence at Baishnabghata for the Interest of himself and also for the Interest of his two Co-sharers namely Debendra Nath Mondal and Lalit Mohan Mondal by way of two separate pattas and the said Biraj Chandra Mondal and his aforesaid two Co-sharers were the joint possession of the property.

AND WHEREAS subsequently while said Biraj Chandra Mondal was in joint possession of the aforesaid property along with his two Co-sharers namely Debandra Nath Mondal and Lalit Mohan Mondal as an absolute Owners of thereof subsequently while they were jointly signed and possessed the same partitioned the said property by way of a registered Deed of Amicable Partition dated 06.08.1954. The said Deed of Partition was duly registered in the District Sub-Registrar Office at Alipore and recorded in Book No.I, Volume No.86, Pages 272 to 282, Being No.5530 for the year 1954.

AND WHEREAS by virtue of the aforesaid Deed of Partition said Biraj Chandra Mondal become the absolute Owner of the property being land measuring 15.81 acre out of 26.25 acre under C.S. Dag No.417 of Khatian No.133 under Mouza – Madurdaha, District South 24 Parganas was in joint possession of the property being land measuring about .95 Satak along with the aforesaid allotted property to him.

AND WHEREAS said Biraj Chandra Mondal got his .59 Satak of property of .95 Satak in joint possession in his 10 annas share along with his aforesaid Co-sharers.

AND WHEREAS the name of the said Biraj Chandra Mondal was recorded his name in the R.S. record of right as an absolute Owner's thereof being land measuring about 15.83 acre and the property measuring about .59 Satak in ejmali along with this aforesaid Co-sharers.

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AND WHEREAS while the said Biraj Chandra Mondal was in possession of the aforesaid property as an absolute Owner's thereof died Intestate on 31.10.1964 leaving behind him, his two sons namely Sri Tarani Kanta Mondal and Sri Banamali Mondal and one daughter namely Smt Akadashi Polley as his legal heirs or representatives who become the joint owners of the aforesaid property in respect of their share therein according to the provision of Hindu Law of Succession.

AND WHEREAS the aforesaid sons and daughter of the deceased Biraj Chandra Mondal while they were in joint possession of the aforesaid property left by the deceased Biraj Chandra Mondal developed the aforesaid property by way of plotting the same into several plots of land with a scheme to sell the plot to any Intending Purchaser or Purchasers.

AND WHEREAS in pursuance to the said scheme Smt Sima Rani Bhattacharjee herein the party of the First Part / Owner purchased a plot of land being Scheme Plot No.16, measuring about 10(Ten) Cottahs be the same a little more or less, by a registered Deed of Conveyance dated 15.11.1968 from the aforesaid legal heirs of the deceased Sri Biraj Chandra Mondal namely Sri Tarani Kanta Mondal, Sri Banamali Mondal and Smt Akadashi Polley free from all sorts of encumbrances with the then property valuable consideration mentioned therein.

AND WHEREAS the said Deed of Conveyance dated 15.11.1968 has been duly registered in the office of Sub-Registration office at Alipore and recorded in Book No.I, Volume No.125, Pages 120 to 125, Being No.6782 for the year 1968.

AND WHEREAS after purchase the said Smt Sima Rani Bhattacharjee herein the Owner of these present was / is in possession of the said property by raising a kachha structure therein and enjoying the same after mutation her name with the 24-Parganas collector and by paying taxes thereof.

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AND WHEREAS subsequently the said Smt Sima Rani Bhattacharjee transferred / gifted a plot of land measuring 2(Two) Cottahs 15(Fifteen) Chittaks 25(Twenty Five) sq. ft. be the same a little more or less, lying and situates at and comprised in R.S. Dag No.423 under R.S. Khatian No.142 in Mouza – Madurdaha, J.L. No.12, R.S. No.212, Touzi No.2998, P.S. Tiljala now Anandapur, now within the local limits of the Kolkata Municipal Corporation under Ward No.108, registering jurisdiction S.R. Alipore In the District of South 24 Parganas to her three sons namely (1) Sri Krishnendu Bhattacharjee, (2) Sri Dipendu Bhattacharjee and (3) Sri Purnendu Bhattacharjee, by a registered Gift Deed which was executed on 26.08.2011, registered at the office of D.S.R. III, Alipore, South 24 Parganas and recorded its in Book No.I, Volume No.14, Pages from 4185 to 4199, Being No.06721 for the year 2011.

AND WHEREAS after execution of Gift Deed the said Smt Sima Rani Bhattacharjee is the Owner of the remaining area of land measuring 7(Seven) Cottahs 0(Zero) Chittak and 20(Twenty) sq. ft. be the same a little more or less and thereafter she applied for mutation in the record of the Calcutta Municipal Corporation now also known as the Kolkata Municipal Corporation and said authority of the C.M.C. / K.M.C. has allotted her the Premises No.1824, Madurdaha, Kolkata 700 107 under K.M.C. Ward No.108, morefully described in Schedule – A hereunder written and enjoying the said premises free from all encumbrances. The said Owner is desirous to develop and construct her property for that purpose she search and efficient Developer.

ARTICLE – III : DEVELOPERS' REPRESENTATIONS

[1] In execution of this agreement and delivering the Vacant possession of the said property by the Owner to the Developer and to start construction of the New Building thereon with a further right, inter-alia, to exploit commercially its own saleable space in the manner as provided herein subject to the terms and conditions contained herein.

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[2] Nothing in these presents shall be constructed as a demise or assignment or conveyance in law by the Owner of the said property or any part thereof or interest in respect thereof in favour of the Developer, save as herein expressly provided, except the right of the Developer to commercially exploit its own allocation of saleable space in the New Building in terms hereof and to deal with the same in the manner hereinafter stated.

ARTICLE – IV ; CONSIDERATION

[1] In consideration of the Owner having agreed to grant the Developer to develop the land for residential purpose only and exploit the said property as provided herein, according to the Schedule – B herein written, besides the allocation of saleable space in the Building comprising distribution of Built-up area in favour of the Owner.

[2] That it is hereby agreed by and between the land Owner and Developer that the total consideration against the developing of the said Schedule referred to B & C following manner: -

Owner's allocation shall mean the 50% constructed area and common service area in the newly constructed G+III storied building with lift i.e. Entire First floor, One 2BHK flat in South-West side on Third floor and remaining portion of 50% of 3BHK flat on Third floor and 50% Constructed area on Ground floor except one commercial space measuring more or less 225 sq. ft. built-up area as mentioned herein above in the OWNER'S allocation in lieu of the land value provided the land Owner taken the responsibility free from all encumbrances. The Owner as aforesaid allotted himself the aforesaid Owner's share of allocation after completion of the said newly constructed Building fully mentioned in the Schedule – B.

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The Developer as per the terms of this agreement shall be entitled to the remaining 50% saleable space i.e. Entire Second floor, One 2BHK flat in South-East side on Third floor and remaining portion of 50% of 3BHK flat on Third floor and 50% Constructed area on Ground floor and one commercial space measuring more or less 225 sq. ft. built-up area of the proposed new building which the Developers shall be entitled to sell, transfer, lease and / or otherwise deal with it deems fit and proper and it shall be entitled to enter into agreements and other commitments with any other party or parties in regard to disposal strictly for residential purpose thereof fully mentioned in the Schedule – C.

[3] In consideration of the Developer having agreed to bare the cost of construction having of the Owner's allocated portion in full, as mentioned in clause herein above and as per SCHEDULE – B herein below written, the Owner will transfer to the Developer and / or its nominee / nominees undivided proportionate share of the land in conformity with the saleable space to be sold, transferred and conveyed to such parties by the Developer.

[4] The Deed or Deeds of conveyance of the undivided proportionate share of land in terms hereof shall be executed by the Owner in such part or parts as shall be required to the Developer within its favour and or the nominee / nominees and such completion of the construction of the New Building, as the case may be. **PROVIDED ALWAYS** the Owner will have no claim on the consideration amount thereof passed between the Developer and his nominees. This clause is applicable only in respect of Developer's allocation.

ARTICLE – V : COMMENCEMENT & VALIDITY

[1] This Agreement shall be deemed to have commenced from the date of signing these presence and the construction period including conversion and building plan sanction shall be stated as under:

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(i) First of all the party of the Second Part i.e. the developer shall be bound to convert and sanction the building plan within 12 (Twelve) months from the date of execution of this agreement and under any circumstances the period of sanction plan and conversion will not be enhanced, If failed, then this agreement would be treated as canceled and the party of the second part shall have no right to claim anything from the party of the first part of this agreement.

(ii) Construction period for 30(Thirty) months, It starting from the date of Building Plan sanction.

Be it noted that if the conversion and Building Plan Sanction is to be completed before the aforesaid stipulated period , in that case the construction and completion of the same shall be started from the date of Building Plan sanction and the developer shall be bound to complete the same within said period of 30 (Thirty) months from the date of sanctioned building plan.

ARTICLE – VI : PROCEDURE

[1] The Owner or her attorney have at the cost of the Developer, submitted the aforesaid plan to the KMC for necessary sanction, permission.

[2] All applications referred to in the clause 1 and 2 above have been made in the name of the Owner or Developer and the necessary permissions shall be obtained in the name of, the Owner or Developer, which shall be retained by the Developer till the construction of the New Building is completed.

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[3] In as much as the parties hereto have agreed to allocate between themselves the built-up area in the New Building in the manner herein before stated, the Owner and Developer shall be entitled to proportionate undivided share and interest in the land comprised in the said property, such proportionate area to be determined as per SCHEDULE - 'B' & 'C'.

[4] The said undivided proportionate area of land of the property shall be deemed to be transferable to the Developer at any time after the execution of this Agreement and the original Title Deeds and other papers and documents relating to the said premises as are in possession of the Owner and agrees and covenants to produce or whenever is required then the Owner shall bound to produce the same by the request of the Developer.

[5] The Developer shall bear all the expenses whatsoever to obtain necessary sanction / permissions for the Building Plan, including any modification plan, together with all other expenses as mentioned herein without any-reimbursement of same from the Owner.

[6] The Owner will render to the Developer all reasonable assistance to obtain all sanctions permissions, approvals as and when required by the Developer and the Owner hereby agree, assure, declare that they will sign and execute such plans, applications and other papers and Deeds documents including a Development Power of Attorney as may be required by the Developer from time to time at the costs and expenses of the Developer.

[7] The Owner will grant to the Developer and / or its authorized employees / agents as special or a Development Power of Attorney that may be required to pursue sanction of the plan and construction, of the New Building which shall remain inforce during the terms of this agreement.

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ARTICLE – VII : INITIATION OF THE DEVELOPMENT PROGRAMME

[1] The Developer will start the construction and shall continue the construction strictly in terms of the sanctioned building plan and in accordance with law at its own costs and risk.

[2] The Developer shall be authorized by the Owner to apply for and obtained quotas, entitlements and other allocations of such buildings, materials allocable to the Owner for the construction of the New Building.

[3] The Developer shall be authorized by the Owner to apply for and to obtain temporary and / or permanent connections of water, electricity, gas and / or other facilities required of the New Building.

[4] All costs, charges and expenses including Architect's fees shall be paid and discharged by the Developer and the Owner will have no responsibility whatsoever therefore.

ARTICLE – VIII : SPACE ALLOCATIONS

[1] On completion of the New Building, the Owners will be entitled to get the Owner's allocation space as particularly mentioned in ARTICLE (IV) (I) and Schedule – 'B' herein contained. However, the Developer shall make such arrangements so that the Owner may shift her residence to the New Building within 30(Thirty) months from the date of sanction of building plan and the possession would be handed over to the Owner prior to the others in the said building.

[2] On completion of the construction of the New Building the Developer shall be entitled to the saleable space, particularly mentioned in ARTICLE (IV) 2 and Schedule – 'C' herein contained, PROVIDED ALWAYS that the Developer shall be at liberty to enter into such agreements for sale of the apartments as it would deem fit and proper at his own risk and liabilities.

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[3] The saleable space as stated herein shall be the Super built-up area of the New Building, including the common utility areas till handing over possession of the Owner's Allocation to the Owner.

[4] The common areas of the New Building shall be controlled by the Owner and the Developer and the Purchasers of the apartment jointly in such manner as may decide.

ARTICLE - IX : RATES AND TAXES

[1] The Developer will pay all outstanding taxes and other dues (if any) of the existing plot of land till the execution of this Agreement. The Municipality expenses incurred in regard to sanction fees also be borne by the Developer.

[2] Be it noted here that if any Service tax or GST shall application or to be required to pay of the Owner's allocation in the event the party of the First Part shall pay the same before getting possession, irrespective of the fact whether the Owner is selling the flat of her portion or not if it is applicable.

[3] The Developer shall be liable to pay all taxes, Electricity bills and other dues during the construction of the New Building.

[4] The Developer and / or buyer/s and / or transferring of the flats in the new building shall bear and pay the proportionate amount on the municipal taxes pertaining to their respective floor area after getting possession of their respective units.

[5] if any lawful works such as mutation or rectification or rectification of Deed in this case Developer shall clear or complete of this pending works at their cost.

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Sd/- *Shri. Anandachandrasekar*

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ARTICLE – X : SERVICE & CHARGES

[1] On completion of the New Building and upon intimation by the Developer, the Owner will herein take possession of her allocated area in the New Building, and on taking possession, he will be responsible to pay and bear the proportionate services charges for the common facilities in the New Buildings.

[2] Additional services charges may also be charged for such other services as may provide over and above.

ARTICLE – XI : OWNER'S OBLIGATION

[1] The Owner hereby agrees and covenant with the Developer not to cause any interference or hindrance in the matter of construction of the New Building by the Developer subject to fulfillment of the terms and conditions mentioned herein and written in Schedule – 'B' hereunder.

[2] The Owner hereby agrees and covenant with the Developer not to do any act or Deed or thing whereby the Developer may be prevented from selling, assigning and / or disposing of any of the Developer's allocated portion in the New Building provided the Owner's allocation is handed over first.

[3] The Owner hereby agree and covenant with the Developer not to let out grant, lease, mortgage and / or change the said property or any portion thereof without consent in writing of the Developer or his nominee / nominees, save and except his own allocated portion or space in New Building.

[4] The Owner hereby agree and covenant with the Developers that at the time of Registration of Developer's allocation, the Owner will sign the relative Deed of Conveyances and present herself or her Attorney before the Registration Authority without any disturbance.

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ARTICLE – XII ; DEVELOPER'S OBLIGATIONS

[1] The Developer hereby agree and covenants with the Owner to complete the construction of the New Building within 30(Thirty) months from the date of sanction of building plan. If the Developer failed to complete the construction work within the stipulated period mentioned in this agreement then time to be extended upon mutual discussion subject to the payment of Rs.30,000/- per month as compensation for delay period.

[2] The Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions or rules applicable for construction of the New Building.

[3] The Developer hereby agrees and covenants with the Owner not to do any act, Deed or thing by which the Owner may be prevented from enjoying, selling, assigning and / or disposing his / their allocated portion in the New Building. The Owner shall execute a registered Developer power of attorney in favour of Developer to receive the advance / earnest money and full consideration from any intending purchasers for the Developer's share of allocation save and except the Owner's share of allocation and shall appear before the D.S.R., A.D.S.R., Registrar of Assurance of Calcutta etc. and to sign in the agreement for sale and sale Deed (part) on behalf of the Owner save and except the Owner's share of allocation.

ARTICLE – XIII : OWNER'S INDEMNITY

The Owner hereby undertak that the Developer shall be entitled to construct, complete and development of the said property and enjoy its allocated space without any interference and/or disturbance. The Owner hereby agree to indemnify the Developers against all allocation, suits, costs, proceedings and claims that may arise in respect of or relating to the Owner's title in the said property.

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ARTICLE – XIV : DEVELOPERS' INDEMNITY

[1] The Developer hereby undertakes to keep the Owners sufficiently indemnified against all claims and action, demands, suits and proceedings arising out of the Developments program in terms hereof.

[2] The Developer hereby undertakes to keep the Owner further indemnified against all action, suits, costs, proceedings accidents, any damage or losses and claims that may arise out of the Developer's actions with regard to the development of the said property.

ARTICLE – XV : TITLE DEEDS

The original Title Deeds and other papers and documents relating to the said premises as are in possession and custody of the Owner and agrees to produce or whenever is required to produce then the Owner shall bound to produce the same by the request of the Developer to the authority concern.

ARTICLE – XVI : MISCELLANEOUS

[1] The Owner and the Developer have entered into this Agreement purely as a contract of Joint Venture Scheme and nothing contained herein which shall be deemed or contracted as a partnership between them and the parties hereto do not constitute as association or persons. This agreement is executing on principal to principal basis.

[2] It is understood that from time to time to facilitate the construction of the New Building by the Developer, various Deeds, matters and things, not here in specified may be required to be done and / or executed by the Developer and for which the Developer may require the authority of Owner and also various

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application and other documents may be required to be signed or made by the Owner or her Attorney, relative to which specific provisions may have not been herein, the Owner hereby authorize the Developer to execute and sign all such Deeds and documents and at the request and at the cost of the Developer. The Owner also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all such acts, Deeds, matters and things do not in any way, prejudice the rights of the Owner and / or go against the spirit of this Agreement. All cost in this regards shall be borne by the Developer.

[3] Any notice require to be given by the Owner will without prejudice to any other mode of service available, deemed to have been served on the Developer, if delivered by hand or sent by registered post with acknowledgement due at the last known addresses of the Developer recorded with the Owner.

[4] Any notice required to be given by the Developer shall without prejudice to any other mode of service available, deemed to have been served on the Owner if delivered by hand or send by registered with A/D post to.

[5] The ultimate roof shall be common used by Owner and all other Flat Owner who shall purchase from the Developer's share of allocation of the New Building. The building should be completed and finished at a time according to sanctioned plan / revised plan.

[6] The Developer will not sell any of their allotted share to any purchasers until the Owner's allocation is peacefully handed over to them but the Developer may enter into agreement for sale to any intending Purchaser and may get earnest money / part consideration from the Developer's share of allocation only.

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[7] The Developer should keep in mind that any materials are to be used in the construction of new building must be in conformity with the type and quantity and quality as mentioned according to the sanctioned plan of the K.M.C.

[8] The original title deeds and other papers and documents relating to the said premises as are in possession of the Owner and agrees and covenants to produce or whenever is required then the Owner shall be bound to produce the same by the request of the Developer within 24(Twenty Four) hours.

ARTICLE – XVII : ARBITRATION

All disputes and differences by and between the parties hereto in any way relating to or connected with the premises and / or the New building and / or this Agreement and / or anything done in pursuance hereof shall be referred for Arbitration to such persons as may be appointed mutually to be adjudicated in accordance to the Indian Arbitration Law in force. The Arbitrators shall have the right to proceed summarily and to make Interim awards.

ARTICLE – XVIII : JURISDICTION

Only the courts having Territorial Jurisdiction over the premises shall have Jurisdiction in all matters relating to or arising out of this Agreement.

ARTICLE – XIX : FORCE MAJORE

The parties hereto shall not consideration to be liable for any obligations hereunder to the extent that the performance of the relative obligation is prevented by the existence of force majeure and such obligation shall be suspended the duration of the Force Major. In this regard, force majeure shall mean and include flood, Earthquake, Riot, War, Strom, Tempest, Civil Commotion, strike, lockout and / or any other act beyond and the control of the parties hereto.

✓ Be it noted that by this Development Agreement and the related Development Power of Attorney, the Developer shall only be entitled to receive consideration money by Executing Agreement /Final Document for transfer of property as per provisions Laid Down in the said documents as a developer without getting any ownership of any part or the property under Schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement /Final Document for transfer of property between the owner and the Developer in anyway, this clause shall have overriding effect to anything written in these documents in contrary to this clause.

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SCHEDULE: A

ALL THAT piece and parcel of land measuring or containing 7(Seven) Cottahs 0(Zero) Chittak and 20(Twenty) sq. ft. be the same a little more or less alongwith 200 sq. ft. Tile shed Structure, lying and situates at and comprised in R.S. Dag No.423 under R.S. Khatlan No.142 In Mouza – Madurdaha, J.L. No.12, R.S. No.212, Touzi No.2998, P.S. Tiljala now Anandapur, being Municipal Premises No.1824, Madurdaha, Kolkata – 700 107, within the local limits of the Kolkata Municipal Corporation under Ward No.108, registering jurisdiction S.R. Alipore in the District of South 24 Parganas together with all easement right thereto which is butted and bounded by :-

ON THE NORTH :: BY LAND OF PLOT NO.C/15B ;
ON THE SOUTH :: BY LAND OF PLOT NO.C/16(P) ;
ON THE EAST :: BY 16'-6" WIDE ROAD ;
ON THE WEST :: BY LAND OF PLOT NO.C/9 ;

OR HOWSOEVER OTHERWISE the said land hereditaments and premises and every party thereof **TOGETHER WITH** all sorts of easement rights and ingress and egress and every part thereof.

SCHEDULE: B

[ALLOCATION OF SPACE TO THE OWNER]

It has been agreed by and between the land Owner and the Developer that the Owner will get from the Developer the 50% constructed area and common service area in the newly constructed G+III storied building with lift i.e. Entire First floor, One 2BHK flat in South-West side on the Third floor, and remaining portion i.e. 50% of 3BHK flat on Third floor on the North East Side, which is to be jointly sold out by both the parties together, and 50% Constructed area on the Ground floor except one commercial space measuring more or less 225 sq. ft. built-up area of the said building as per KMC sanctioned plan alongwith undivided

Cont'd....P/20

Sirna Ghatak Chatterjee

APARNITA REALTY
Atreya Das
Proprietor

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proportionate share of land which is free from all encumbrances and Rs.2,00,000/- (Rupees Two Lakh) only as non refundable money / forfeited money. The amount shall be paid by the Developer to the Owner at the time of registration of Development Agreement.

SCHEDULE : C

[ALLOCATION OF SPACE TO THE DEVELOPER]

The Developer shall be entitled to the remaining 50% constructed area and common service area in the newly constructed G+III storied building with lift i.e. Entire Second floor, One 2BHK flat in South-East side on Third floor and remaining portion of 50% of 3BHK flat on Third Floor which is to be jointly sold out by both the parties together and 50% Constructed area on Ground floor and one commercial space measuring more or less 225 sq. ft. built-up area of the said building as per KMC sanctioned plan alongwith undivided proportionate share of land.

SCHEDULE : D SPECIFICATION

GENERAL	::	The building shall be of RCC framed structure as per design of the Architect.
BRICK WALL	::	All exterior brick wall shall be 8"/10" inches thick with bricks of approved quality in cement sand Mortar (1:6). All partition shall be 3" or 5" thick with brick of approved quality in cement, Sand Mortar (1:4).
FLOORING, SKIRTING & DADO	::	i) All rooms and Drawing / Dining and Veranda are laid with Vitrified Tiles and skirting up 4" height. ii) Kitchen will have Tiles upto 4'-0" height over table top will be granite. iii) Toilets will have anti-skid floor tiles and in wall upto 7'-0" height Glazed Tiles shall be provided. iv) Water proofing treatment with chemical (Sika Latex) on the roof.

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Sirna *Gohatshacharise*

APARNITA REALTY
Attorney Das
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INTERIOR FINISHING AND CEILING	::	Cement sand plaster (1:6) will be provided on the walls surface over which P.O.P. will be applied (Total inside parish / putty finish). The ceiling will be cement sand plastered 1:4 with P.O.P. finish.
EXTERIOR FINISHES PLASTERING WALLS CHAJJAS ETC.	::	Cement sand (1:6) plaster will be provided on the walls surface over which decorative weather coat paints will be applied (Asian paint Apex) with putty finish front side.
DOOR	::	a) Sal Wood door frame Main Door with 32mm ply with teak. b) Flush Door. c) Toilet Doors: Hard Plastic PVC or Flush Door. d) 6 Lever Mortis Lock for main entrance door and Cylindrical locks for all doors.
WINDOWS	::	a) Anodized Aluminium windows of standard rooled Sections with tinted glass. b) All windows shall be provided with integrated M.S. grills with enamel paints.
TOILETS	::	a) 2(Two) Commode of reputed brand. b) Shower. c) 20"x16" white wash basin of reputed brand (2 Nos.). d) One Tap with faucet of reputed ISI Marked. e) Wall Mixture in each toilet. f) One Washing machine point with inlet outlet point.

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Sirna Bhattacharya

APARNITA REALTY

Abhaya Das
Proprietor

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KITCHEN	::	a) Black Granite top cooking platform (Top of the Cooking Platform 21" with 4'-0" height Glazed wall tiles). b) SS sink size 17"x20". c) One tap of reputed make.
STAIR CASE	::	a) Flooring: Marble floor and skirting as of required height. b) Railing: M.S. Railing is make of 5.5mm x 19mm flat as per design with wooden handrail. c) Stair case room will be provided with M.S. windows for light and ventilation as per design. d) Suitable rain water pipe for proper drainage of water from roof. e) Garage will have Tiles (25mm) flooring along with common passage security room and bathroom.
WATER SUPPLY	::	Overhead Reservoir will be provided as per K.M.C. sanction plan with electric pump which will be installed on Ground floor to deliver water to overhead tank from ground reservoir connected to Kolkata Municipal Corporation Water Supply.

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Attorney Das
Proprietor

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-:: [23] ::-

ELECTRICAL INSTALLATION	:: a) Two light points, two fan points and plug points in drawing and living space (15 Amp plug point) only. b) One Fan point, two light points and two plug points in each bed room and Master bed room, 1(One) A.C. point only. c) One light point and Two plug points in Kitchen (one exhaust fan point), Mixi – Micro oven – Power point, filter point and washing machine point. d) One light point in each floor in stair case room. e) Separate Electric meter for common areas and facilities at the cost of the Developers.
COMPOUND	:: i) Grill gate as per design will be provided in suitable place (design to be approved by the landowner). ii) Floor design and elevation to be approved by landowner. iii) Grill gate as per design will be provided in main entrance at Ground floor and Roof.
LIFT:	:: 4 Passengers Lift.
EXTRA WORK	:: Any deviation from the above specification shall be treated as extra work and / or the Owner / Purchasers shall bear the cost involved thereof, as per the demand of the Developer.

Cont'd....P/24

Signature

APARNITA REALTY
Attorney Das
Proprietor

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IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED SEALED AND DELIVERD
AT KOLKATA IN THE PRESENCE OF:

[1] *Dipender Bhattacharya*
P-9 Ruby Park, Kol-78
Pin-700078
P.S.- Kasba.

Sirna Bhattacharya

-SIGNATURE OF THE OWNER

[2] *Rumond Bhattacharya*
1/29, Jahann Bazar Ln
Kasba, Kol-42

APARNITA REALTY
Atmeya Das
Proprietor

[3] *Anandram Bhattacharya*
9/29B Bose Super Road
P.O. Kasba - Col 700042
P.S. Kasba.

SIGNATURE OF THE DEVELOPER

Drafted By:

K. P. Masumdar

Advocate,
High Court, Calcutta
Kolkata - 700 001.

WB 632/75

Cont'd....P/25

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RECEIVED from within named Developer the within mentioned sum being non refundable money / forfeited money of Rs.2,00,000/- (Rupees Two Lakh) only as per memo below:

:: MEMO ::

DATE	CHEQUE NO	BANK	BRANCH	AMOUNT
14.12.2020	027 329	AXIS BANK LTD.	MAOURDANA	2,00,000
				/
(Rupees Two Lakh) only				Rs.2,00,000.00 =====

Sirna Bhattacharya

WITNESSES:

[1] Dipendra Bhattacharya
P-9, Ruby Park, Kal-78
Pin - 700078
P.S. Kasba.

Sirna Bhattacharya

SIGNATURE OF THE OWNER

[2] Pramendra Bhattacharya
1/29, Sehen Bazar
Kasba, Kal-78

[3] Anishwendra Bhattacharya
91/29 B, Boise Puker Road
P.O. Kasba Cal - 700042
P.S. Kasba

ok
[Signature]

SPECIMEN FORM FOR TEN FINGERPRINTS



Sina Bhattacharya

Sina Bhattacharya

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

Signature - Sina Bhattacharya



Atreyo Das

Atreyo Das

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

Signature Atreyo Das 8017529032



Kaleindra Pradhan

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

Signature Kaleindra Pradhan

02

Major Information of the Deed

Deed No :	I-1603-02688/2020		Date of Registration	15/12/2020
Query No / Year	1603-2001641585/2020		Office where deed is registered	
Query Date	09/12/2020 12:23:31 AM		1603-2001641585/2020	
Applicant Name, Address & Other Details	RABINDRA PRADHAN ALIPORE, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9051446886, Status : Solicitor firm			
Transaction	Additional Transaction			
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-]			
Set Forth value	Market Value			
Stamp duty Paid (SD)	Rs. 1,97,18,102/-			
Rs. 40,021/- (Article:48(g))	Registration Fee Paid			
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)			

Land Details :

District: South 24-Parganas, P.S:- Tiljala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Madurdaha, Road Zone : (Not Adjacent E. M. Bye pass -- Hossianpur/Mukundapur) , , Premises No: 1824, , Ward No: 108 Pin Code : 700107

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	7 Katha 20 Sq Ft		1,96,58,102/-	Width of Approach Road: 17 Ft.,
Grand Total :				11.5958Dec	0 /-	196,58,102 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	0/-	60,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		200 sq ft	0 /-	60,000 /-	

Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p>Mrs SIMA BHATTACHARJEE, (Alias: Mrs SIMA RANI BHATTACHARJEE) Wife of Late RAM NARAYAN BHATTACHARJEE 1/29, JAHURA BAZAR LANE, P.O:- KASBA, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042 Sex: Female, By Caste: Hindu, Occupation: Housewife, Citizen of: India, PAN No.:: BTxxxxxx3R, Aadhaar No: 32xxxxxxxx9418, Status :Individual, Executed by: Self Date of Execution: 14/12/2020 , Admitted by: Self, Date of Admission: 14/12/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 14/12/2020 , Admitted by: Self, Date of Admission: 14/12/2020 ,Place : Pvt. Residence</p>

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p>APARINITA REALTY 132, MADURDAHA, P.O:- E K T P, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700107 , PAN No.:: BSxxxxxx9R, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p>Mr ATTREYO DAS (Presentant) Son of Mr ARGHYA DAS 132, MADURDAHA, P.O:- E K T P, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700107, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BSxxxxxx9R, Aadhaar No: 77xxxxxxxx9301 Status : Representative, Representative of : APARINITA REALTY (as PROPRIETOR)</p>

Identifier Details :

Name	Photo	Finger Print	Signature
<p>Mr RABINDRA PRADHAN Son of Late A K PRADHAN VILLAGE - MALANCHA, P.O:- MANIKABASAN, P.S:- Ramnagar, District:-Purba Midnapore, West Bengal, India, PIN - 721453</p>			
Identifier Of Mrs SIMA BHATTACHARJEE, Mr ATTREYO DAS			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mrs SIMA BHATTACHARJEE	APARINITA REALTY-11.5958 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Mrs SIMA BHATTACHARJEE	APARINITA REALTY-200.00000000 Sq Ft

14-12-2020

Representation (Under Section 52 & Rule 72(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration of this deed on 14-12-2020, at the Private residence by Mr ATTREYO DAS .

Certificate of Market Value (NS 70VI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,97,18,102/-

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

Execution is admitted on 14/12/2020 by Mrs SIMA BHATTACHARJEE, Alias Mrs SIMA RANI BHATTACHARJEE, Wife of Late PADI VARAYAN BHATTACHARJEE, 1/29, JAHURA BAZAR LANE, P.O: KASBA, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by Profession House wife

Indetified by Mr RABINDRA PRADHAN, , , Son of Late A K PRADHAN, VILLAGE - MALANCHA, P.O: MANIKABASAN Thana: Ramnagar, , Purba Midnapore, WEST BENGAL, India, PIN - 721453, by caste Hindu, by profession Others

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

Execution is admitted on 14-12-2020 by Mr ATTREYO DAS, PROPRIETOR, APARINITA REALTY, 132, MADURDAHA, P.O:- E K T P, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700107

Indetified by Mr RABINDRA PRADHAN, , , Son of Late A K PRADHAN, VILLAGE - MALANCHA, P.O: MANIKABASAN Thana: Ramnagar, , Purba Midnapore, WEST BENGAL, India, PIN - 721453, by caste Hindu, by profession Others

AS

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

On 15-12-2020

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 2,053/- (B = Rs 2,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 2,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/12/2020 1:32PM with Govt. Ref. No: 192020210164777008 on 12-12-2020, Amount Rs: 2,021/-, Bank: SBI EPay (SBlePay), Ref. No. 8550397178636 on 12-12-2020, Head of Account 0030-03-104-001-16