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register, & The signature sheets and
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documentary file of this document.

[Signature]
District Sub-Register-III
Alipore, South 24-parganas
13-12

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 9th day of December Two Thousand Twenty Two
BETWEEN

139902

Kalyan Mondal.

15537



S. PRANOYSHUBHRA
High Court, Calcutta
Advocate

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For ANANYA CONSTRUCTION
Kalyan Mondal.
Proprietor

15538



Rabindra Nath Mondal

15539



Identified by me,
Santanu Mondal
S/o Rabindra Nath Mondal
7, Raja S.C Mallick Rd,
Garia, Kol-84
Deer - Service



RABINDRA NATH MONDAL, (PAN-AFEPM5244H, AADHAAR NO.889939099580), son of Late Kshitish Chandra Mondal, by Occupation Business, by faith-Hindu, by Nationality-Indian, residing at No.7, Raja Subodh Chandra Mallick Road, P.O.Garia, Police Station-Patuli, Kolkata-700084, hereinafter referred to as "the **OWNER**" (which expression unless excluded by or repugnant to the subject or to the context shall be deemed to mean and include his heirs executors administrators and legal representatives and/or assigns) of the **ONE PART**;

AND

ANANYA CONSTRUCTION, a proprietorship firm having its office at No.45, Kendua Main Road, Post Office-Garia, Police Station-Patuli, Kolkata - 700084, represented by its sole Proprietor, Sri Kalyan Mondal son of Late Kshitish Chandra Mondal (PAN:ADUPM6415G) (AADHAAR NO.261953096657), by faith Hindu, by occupation Business, by Nationality Indian, residing at No.45, Kendua Main Road, Post Office-Garia, Police Station-Patuli, Kolkata - 700084, hereinafter referred to as the "**DEVELOPER**" (which expression shall mean and include its successors-in-interest and/or assigns and also include his heirs, executors, administrators, legal representatives successors-in-interest, successor-in-office, administrators and/or nominees and/or assigns) of the **OTHER PART**:

WHEREAS:

- A. One Dharendra Nath Mandal was seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner, amongst other Properties to **ALL THAT** piece and parcel of land containing an area of 34 Decimal equivalent to 20 (Twenty) Cottahs 9 (Nine) Chittacks 5 (Five) Square feet more or less situate lying at and being R.S. Dag No.847 recorded in R.S.Khatian No.609 in Mouza-Baishnabghata, J.L.No.28, in the then Police Station-Jadavpur (now Patuli), in the then District of 24 Parganas (now South 24 Parganas) (hereinafter referred to as "the **said Larger Property**"), absolutely and forever.
- B. By a Deed of family Settlement and Trust registered on 5th January 1972 made by the said Dharendra Nath Mandal therein referred to as the Settler and Kshitish Chandra Mondal therein referred to as the Trustee, and registered in the office of Sub-Registrar, Alipore and recorded in Book No. I Volume No. 13 Pages from 97 to 106 Being No. 61 for the year 1972, the said Dharendra Nath Mandal, settled among other Properties in favour of the Owner herein,

Rabindra Nath Mondal **ALL THAT** the said Larger Property, absolutely and forever.

- C. Upon the death of the said Dhirendra Nath Mandal, a Hindu, by virtue of the aforesaid Deed of family Settlement and Trust registered on 5th January 1972, the Owner herein became seized and possessed of and/or otherwise well and sufficiently entitled to as the sole and absolute owner of **ALL THAT** the said Larger Property, absolutely and forever.
- D. The Owner herein had got his name mutated in the records of the then Calcutta Municipal Corporation in respect of the said Larger Property, which was subsequently separately assessed and numbered by the then Calcutta Municipal Corporation as Premises No.200, Kendua Main Road, under Ward No.101 (bearing Assessee No.311011302006), and continued to be the sole and absolute owner thereof.
- E. Thereafter the Owner herein, had by a Deed of Gift dated 30th April 2010 and registered in the Office of Additional District Sub-Registrar, Alipore in Book No.I, CD Volume No.16, Pages 1210 to 1222, Being No.03526 for the year 2010, had out of his love and affection, conveyed transferred and gifted **ALL THAT** piece and parcel of Bastu land, measuring 5 (five) Cottahs 7 (Seven) Chittacks 28 (twenty Eight) Square feet Square feet more or less out of the said Larger Property to and in favour one of his son, Shantanu Mondal, absolutely and forever.
- F. By another Deed of Gift also dated 30th April 2010 and registered in the Office of Additional District Sub-Registrar, Alipore in Book No.I, CD Volume No.16, Pages 1223 to 1235, Being No.03527 for the year 2010 out of his love and affection, conveyed transferred and gifted **ALL THAT** piece and parcel of Bastu land measuring 5 (five) Cottahs 12 (Twelve) Chittacks 36 (Thirty Six) more or less out of said Larger Property, to and in favour of his another son, Ujjal Mondal, absolutely and forever.
- G. In the event aforesaid, after the said Gifts and a portion of the land being utilised for public utility/interest, the Owner herein thereafter is presently seized and possessed of and/or otherwise well and sufficiently entitled to as the sole and absolute owner of **ALL THAT** piece and parcel of land containing an

area of 4 (Four) Cottahs 12 (Twelve) Chittacks 36 (Thirty Six) Square feet more or less situate lying at and being L.R. & R.S. Dag No.847 recorded in L.R.Khatian No.867 corresponding to R.S.Khatian No.609 in Mouza-Baishnabghata, J.L.No.28, in the Police Station-Jadavpur (now Patuli), in the District of South 24 Parganas and comprised in Premises No.200, Kendua Main Road, Kolkata-700084 under Ward No.101 of the Kolkata Municipal Corporation (bearing Assesses No.311011302006), morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder and hereinafter referred to as “the **said Premises**”, absolutely and forever.

- H. The Owner herein have also got the aforesaid land converted to Bastu and conversion certificate bearing Memo dated 17/1973/ BL& LRO/Con Certificate/KOL/2022 dated 7th June 2022 have been issued by BL and LRO, Kolkata with regard thereto
- I. The Owner herein, have agreed to and with a view to develop the said Premises by constructing a new building thereon and have approached the Developer and the Developer have also agreed to the same and have consented to the said development of the said Premises.
- J. The Owner herein has represented before and assured the Developer, inter alia, as follows:
- i) The Owner is the sole and absolute owner of the said premises free from all encumbrances and liabilities whatsoever;
 - ii) The said premises and every part thereof is free from all encumbrances mortgages charges leases tenancies occupancy rights liens lispéndens attachments acquisition requisition alignment claims demands and liabilities of whatsoever or howsoever nature and the Owner is in 'khas' and absolute possession of the said premises.
 - iii) Save and except the Owner no person have or can claim any right title interest or share whatsoever or howsoever in the said premises or any part thereof;

- iv) There is no suit or proceeding pending against the Owner regarding the title of the Owner to the said premises or any part thereof or otherwise relating to the said premises or any part thereof;
 - v) The Owner do not hold any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and further the Owner have not filed any statement under Section 6(1) of the said Act of 1976.
 - vi) No amount or outgoing or liability (including municipal rates and taxes, Urban Land Tax, Water Tax etc.) is due and payable and/or outstanding to any person or authority in respect of the said premises or any part thereof.
 - vii) The Owner have never executed any development agreement or agreement for Sale or otherwise transfer of the said premises or any part thereof nor executed any Power of Attorney or any other document concerning the said premises or any part thereof in favour of any person nor have otherwise dealt with the said premises or any part thereof or accepted any earnest money or consideration there against from any other person;
 - viii) That there is no difficulty in the Owner complying with the terms and conditions hereunder agreed to be observed fulfilled and performed by them.
- K. The Owner being desirous of developing and exploiting commercially the said Premises by constructing New Building thereon, approached the said Developer to develop the same for mutual benefit and relying on the aforesaid representations and/or assurances made and/or contained on the part of the Owner and believing the same to be true and correct and acting on faith thereof, the Developer have agreed to so develop and exploit commercially the said Premises on the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

1. In this Agreement unless there be something contrary or repugnant to the subject or context:

- a) **PREMISES** shall mean the Premises No.200, Kendua Main Road, Police Station-Patuli (formerly Jadavpur), Kolkata-700084, within the limits of the Kolkata Municipal Corporation, Ward No.101, morefully and particularly described in Part III of the **FIRST SCHEDULE** hereunder written;
- b) **OWNER** shall presently mean Sri Rabindra Nath Mondal only.
- c) **BUILDING** shall mean the proposed new building Ground Plus three upper storied subject to the plan being sanctioned by the Kolkata Municipal Corporation and to be constructed by the Developer at the premises.
- d) **UNIT PURCHASERS/HOLDERS** shall mean all persons who purchase or agree to purchase and be in possession of the Units in the building with or without car parking spaces (including the Developer if they retain any one or more Units out of their allocation hereunder for their own use).
- e) **PLAN** shall mean the plans drawings and specifications of the building as be caused to be prepared by the Developer from the Engineer/Architect and sanctioned by the Kolkata Municipal Corporation.
- f) **OWNERS' ALLOCATION/AREA** shall mean divided and demarcated the 50 (fifty) % covered space/area out of the total sanctioned area by the Kolkata Municipal Corporation to be constructed and completed and also to comprise in 50 (fifty) % of the Car Parking Space in the newly constructed building, as per sanction plan of the Kolkata Municipal Corporation together with the undivided proportionate share and interest in the land underneath the said constructed area and together with electricity and water connection and together with all common areas and facilities and amenities suitable in all respects for habitation enjoyment and use attached thereto, to belong exclusively and absolutely to the Owner, morefully and particularly described in the **SECOND SCHEDULE** hereunder written.

- g) **DEVELOPER'S ALLOCATION/AREA** shall mean the remaining divided and demarcated 50(fifty)% covered saleable space/area, out of the total sanctioned constructed area and also to comprise in the 50% of the Car Parking Space in the newly constructed building, as per sanction plan of the Kolkata Municipal Corporation and together with the undivided proportionate share and interest in the land underneath the said constructed area and all other common areas and facilities and amenities attached thereto, to belong exclusively and absolutely to the Developer, morefully and particularly described in the **THIRD SCHEDULE** hereunder written.
- h) **UNITS** shall mean all the residential apartments and other constructed areas in the Building capable of being held occupied and used as exclusive and independent residential flat/Commercial Spaces.
- i) **PARKING SPACE** shall mean the spaces in the ground floor of the Building capable of being parked therein or thereat motor cars and two wheelers.
- j) **ADVOCATE** shall mean Mr. S.Pranoyshubhra, Advocate, High Court, Calcutta
2. The Owner doth hereby permit and grant exclusive right to the Developer (a) to build upon and exploit commercially the said Premises described in the **Part III** of the **FIRST SCHEDULE** hereunder written by constructing a New Buildings thereon and (b) to sell or otherwise transfer or dispose of the Developer's Allocation to the person or persons desirous of owning or otherwise acquiring the same, for mutual benefit and for the consideration and on the terms and conditions hereinafter contained.
- 2.1. The right granted to the Developer to develop the said premises shall not be revoked by the Owner so long the Developer fulfils its obligations hereunder complies with the terms and conditions and also the covenants as mentioned hereunder.
3. The Owner hereby and records that the said Owner have permitted and granted exclusive right to the Developer to amalgamate the said Premises, with adjacent Premises for the purpose of development herein envisaged, the Developer shall

cause the lands comprised in the said Premises, and such adjacent Premises to be amalgamated prior to the Development work or the Developer shall have the liberty to develop the same as separate Premises, the decision for such Development will be the sole discretion of the Developer.

4. Within 15 days from the date of sanctioning of the plan by the Kolkata Municipal Corporation, the Owner shall deliver complete vacant peaceful possession of the entirety of the said Premises to the Developer to carry on the work of construction at the said Premises. Time in this regard shall be of essence to the contract.
5. The Owner declares that the entirety of the said Premises is in "Khas" physical peaceful possession of the Owner.
6. After the parties complying with their obligations those contained hereunder or earlier at the sole discretion of the Developer, the Developer shall cause the plan to be sanctioned for construction of the Building from the Kolkata Municipal Corporation.
 - 6.1 While causing to be prepared the plan for construction of the Building, the Developer shall make all best possible efforts to avail of/utilise the maximum permissible FAR available on the said Premises for residential building.
 - 6.2 All fees of the Engineers for the entire project (including for preparation of plan and drawings) and all fees costs and charges payable to the Kolkata Municipal Corporation for sanction of plan for the Building shall be borne and paid by the Developer.
 - 6.3 For the purposes connected with the preparation, submission and sanctioning of the plans, the Owner shall render all co-operation and assistance to the Developer in getting the said Premises surveyed and soil thereof tested and shall sign execute and deliver and submit all papers plans applications documents powers and authorities and produce the title deeds and other papers and documents relating to the said Premises as may from time to time be required of by the Developer and/or the Engineers.
7. Upon delivery of complete peaceful vacant possession of the entirety of the said Premises to the Developer, the Developer shall demolish all existing buildings

and structures, if any at the said Premises and appropriate with the Developer the net sale proceeds realised out of the sale of the salvage and/or debris thereof.

8. The Developer shall at its own costs and expenses construct the Building at the said Premises in accordance with the plan as be sanctioned by the Kolkata Municipal Corporation.
- 8.1 The Developer shall construct the new Buildings in good substantial and workman like manner and use new and First Class quality of materials. The quality of materials shall be such as may from time to time be recommended by the Engineers and such recommendation of the Engineers shall be acceptable to the parties hereto. The specifications of construction of the Building and the fittings fixtures facilities and amenities to be provided therein shall be such as are mentioned in the **FOURTH SCHEDULE** hereunder written.
- 8.2 The Developer shall apply for and obtain connections for water, electricity, drainage, sewerage and other inputs utilities and facilities from State and Central Government authorities and statutory or other body or bodies required for construction use and enjoyment of the Building at its own costs and expenses either in the name of the Developer and/or the Owner.
- 8.3 The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the Building and obtaining inputs, utilities and facilities therein as stated in clause 8.2 hereinabove and the Owner agree to execute such papers and documents and do such other acts deeds and things as be reasonably required by the Developer therefor.
- 8.4 The Owner agree and covenant with the Developer not to cause any interference or hindrance in the construction of the proposed Building at the said Premises by the Developer and not to do any act deed or thing whereby the rights of the Developer hereunder may be affected or the Developer are prevented from making or proceeding with the construction of the Building or selling or otherwise transferring the Developer's Allocation.
- 8.5 For the purpose of construction of the Building, the Developer shall be entitled to appoint engage and employ such contractors, sub-contractors, engineers,

labourers, mistries, caretakers, guards and other staffs and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer. Such employees shall be the employees of the Developer and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration etc.

- 8.6 The Developer shall be solely responsible to look after, supervise manage and administer the progress and day to day work of construction of the proposed Building and shall not violate any Municipal or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of new buildings.
9. The Developer while making construction of the Building shall ensure that there is no deviation from the Building Sanction Plan save those which are sanctionable.
10. In the proposed building to be constructed by the Developer at the said Premises:
- a) The Land Owner shall be allocated/entitled to divided and demarcated the 50 (fifty) % covered space/area, out of the total sanctioned area by the Kolkata Municipal Corporation to be constructed and completed and also to comprise in 50 (fifty) % of the Car Parking Space in the newly constructed building, as per sanction plan of the Kolkata Municipal Corporation together with the undivided proportionate share and interest in the land underneath the said constructed area and together with electricity and water connection and together with all common areas and facilities and amenities suitable in all respects for habitation enjoyment and use attached thereto, to belong exclusively and absolutely to the Owner, morefully and particularly described in the **SECOND SCHEDULE** hereunder written.
 - b) The Developer shall be allocated/entitled to the remaining divided and demarcated 50 (fifty) % covered sealable space/area, out of the total sanctioned constructed area and also to comprise in the 50% of the Car Parking Space in the newly constructed building, as per sanction plan of the Kolkata Municipal Corporation and together with the undivided proportionate share and interest in the land underneath the said

constructed area and all other common areas and facilities and amenities attached thereto, to belong exclusively and absolutely to the Developer, morefully and particularly described in the **THIRD SCHEDULE** hereunder written.

- 10.1 The parties hereto shall identify their respective flats/units/other spaces and the spaces for parking of motor cars according to their respective entitlements in terms hereof out of the total number of motor cars that could be parked therein. Be it specifically mentioned that the Owner's allocation shall consists of flats/units/other Spaces and the spaces for parking of motor cars out of the total sanctioned constructed area to be identified by the Developer and the Owner mutually and such specific allotment is to be made by a supplementary agreement after obtaining sanction plan of building plan from the Kolkata Municipal Corporation.
- 10.2 All the units in the Building so ultimately allocated/demarcated for the Owner (hereinafter referred to as "the **Owner's Allocation**") and the same shall absolutely belong to the Owner with liberty to deal with the same **TOGETHER WITH** proportionate indivisible undivided share in the land comprised in the said Premises and common rights in the roof top of the buildings as also in the common areas installations and facilities as and being properties appurtenant thereto in such manner and on such terms and conditions as the Owner may deem fit and proper and independent of and to the exclusion of the Developer **AND** similarly all those units/car parking spaces etc., in the Building so ultimately allocated/ demarcated for the Developer are jointly hereinafter referred to as "the **Developer's Allocation**" and the same shall belong absolutely to the Developer with liberty to deal with the same **TOGETHER WITH** undivided share in the land comprised in the said Premises and common rights in the roof top of the buildings as also in the common areas installations and facilities as and being properties appurtenant thereto in such manner and on such terms and conditions as the Developer may deem fit and proper and not independent of and not to the exclusion of the Owner.
11. In consideration of the Developer constructing the said building (which includes, inter alia, the Owner's Allocation) and agreeing to construct and make fully fit for use and occupation after obtaining completion certificate (not obliged) in terms hereof and deliver possession of the Owner's Allocation to the

Owner as stated herein without claiming any cost of construction therefor and simultaneously thereafter the Developer shall have the exclusive right to hold own use possess enjoy sell transfer deal with and dispose and shall handover the possession out the Developer's Allocation to the intended Purchaser's of the Developer's Allocation together with undivided share in the common areas installations and facilities as also in the land comprised in the said Premises attributable thereto and realise and appropriate the sale proceeds thereof in terms hereof.

12. The Developer shall be at its sole discretion and liberty to negotiate with the prospective buyers of the Developer's Allocation and enter into agreements for sale or otherwise transfer of units, car parking spaces and other constructed areas constituting and comprising in the Developer's Allocation and belonging to the Developer together with or independent of or independently the land comprised in the said Premises attributable to the Developer's Allocation at or for such consideration and on such terms and conditions as the Developer may deem fit and proper (but not inconsistent with the terms and conditions herein contained as regards the user and maintenance of the building) and realise and appropriate the sale proceeds and other amounts receivable therefor and the Owner shall not raise any dispute or objection to the acts deeds and things done by the Developer to its benefit and interest with regard thereto and shall have no concern therewith. The Owner will similarly also enjoy and have the privilege of the same rights liberties and facilities with regard to the Owner's Allocation and the Developer shall not raise any dispute or objection to the acts, deeds and things done to the interest and benefit of the Owner with regard thereto and shall have no concern therewith.
- 12.1 It is clarified that all amounts receivable under such agreements for sale or other documents of transfer by the Developer for sale of land comprised in the said Premises as be appurtenant to the Developer's Allocation and the units, car parking spaces and other constructed areas comprised in the Developer's Allocation shall be to the account of and shall be received by the Developer exclusively and the Owner shall have no concern therewith and similarly the consideration receivable for sale of the Owner's Allocation under agreements for sale or other documents of transfer entered into by the Owner with the prospective buyers thereof shall be to the account of and shall be received by the Owner exclusively and the Developer shall have no concern therewith.

- 12.2. It is further clarified that the Owner and/or his nominees or assignees and the Developer and/or their nominees or assignees shall be liable for payment of stamp duty legal charges registration charges etc., for all transfers as be effected by them respectively in respect of their respective allocations and shall indemnify and keep the other saved harmless and indemnified in respect thereof.
13. The Owner will, as and when required by and at the request of the Developer but only after construction of the Owner's Allocation in all respects and the same being fit for use and occupation as per completion certificate of the Kolkata Municipal Corporation and after the expiry of 15 days of notice being served by the Developer to the Owner offering the Owner to take possession of the Owner's Allocation, execute and register one or more sale deed or deeds or other documents of transfer for sale of such proportionate undivided share in the land comprised in the said Premises as be attributable to the Developer's Allocation in favour of the Developer or through the Power of Attorney executed by the said Owner on behalf of the said Developer or their Partners and/or its nominee or nominees in such share or shares as the Developer may require or nominate from time to time without raising any objection whatsoever and all costs charges and expenses in respect thereof shall be borne and paid by the Developer. Be it clarified that such notice shall not under any circumstances be deemed to be taken as handing over of the Owner's allocation in the building upon receipt of such notice the Owner shall verify the measurement of such flats and shall also satisfy themselves about the quality of construction including the fixtures and the fittings provided therein as per the specifications mentioned in the Fourth Schedule and shall also be entitled to get copies of relevant sanction of electricity, lift, water, drainage and sewage from the competent authority, and accordingly the Owner confirms and assures that they shall not raise any further objection thereto.
- 13.1 All costs of construction of the Owner's Allocation shall be borne and paid by the Developer exclusively and the same shall be and be deemed to be the price/cost of the proportionate undivided indivisible share in the land comprised in the said Premises attributable to the Developer's Allocation and all benefits and rights agreed to be granted by the Owner to the Developer. The

Owner shall not be liable to contribute or pay any amount in respect of such construction.

14. The Owner declares that they have not executed any agreement in favour of any person and they are in khas possession of the said Premises and they have not encumbered the said Premises in any manner. In case the said Premises be affected by any encumbrance or any person or persons makes any claim on the said Premises, then the Owner shall have the same cleared at their own costs and expenses and indemnify the Developer of from and against all losses damages costs claims and demands as may be suffered by the Developer as consequence thereof. Further, the Developer shall also be entitled, but not obliged, to have such encumbrances cleared and claims satisfied at the costs and expenses of the Owner, which costs and expenses shall be forthwith reimbursed by the Owner to the Developer.
15. In case any of the unit purchasers/holders and/or other persons commits any default or breach of his/her/their agreement for acquiring the built up space comprised in the Developer's Allocation then in that event the Developer shall be at liberty to terminate such agreement for and on behalf of itself and/or the Owner and to deal with the space and rights of such defaulting purchaser in such manner as the Developer may deem fit and proper. All losses and incomes accruing in respect thereof shall be for and to the account of the Developer. The built up space constructed for and on behalf of such defaulting purchaser/unit holder shall be and be deemed to be the said Premises of the Developer and which shall be dealt with by the Developer in such manner as the Developer may deem fit and proper and the Owner shall have no concern therewith and the Developer shall keep the Owner saved harmless and indemnified against in respect of all losses and liabilities arising out of the aforesaid.
16. The Owner hereby agree and covenant with the Developer as follows:-
 - (a) Not to cause any interference or hindrance or obstruction in the construction of the proposed Buildings at the said Premises by the Developer and/or its agents but the Owner shall have every right to inspect the quality of material used or workmanship of the Developer during the time of construction.

- (b) To be responsible for payment of all taxes and liabilities on the said Premises upto the date hereof and subsequently thereafter the Developer shall be liable for the same till handing over of the possession.
 - (c) To bear and pay the municipal and all other rates taxes and other dues and outgoings in respect of the said Premises (including electricity etc.) accruing due till the date hereof and those accruing due for the period thereafter till the Developer offering the Owner to use and enjoy the Owner's Allocation after constructing and completing the same shall be borne and paid by the Developer and those accruing due for the period thereafter, the parties hereto respectively shall be liable to pay the same in respect of their respective Allocations.
 - (d) To render necessary co-operation and assistance to the Developer for obtaining all permissions clearances and certificates if so required and found necessary for effectuating and completing the sale and transfer of proportionate undivided share in the land comprised in the said Premises attributable to the Developer's Allocation within 60 days of receiving a notice to that effect from the Developer.
 - (e) To render necessary co-operation and assistance to the Developer in construction and completion of the proposed buildings.
 - (f) Not to do any act deed or thing whereby the Developer be prevented from selling transferring dealing with or disposing of the Developer's Allocation or any part thereof.
 - (g) Not to let out, grant, lease, mortgage, charge or otherwise encumber the said Premises or any part thereof as from the date hereof but nothing contained herein shall prevent the Owner to deal with and dispose of the Owner's Allocation.
17. The Owner shall simultaneously with the execution hereof deliver all originals of documents of title relating to the said Premises, which shall remain in custody of the Developer and the Developer doth hereby covenant with the Owner that they shall and will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and costs of the other produce or cause to be produced to the Owner or agents or as they may direct at any trial hearing commission examination or otherwise as occasion shall arise such documents of title and shall also allow to take copies or extracts or abstracts therefrom and shall and will in the

meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

18. The Developer shall construct complete and make habitable the project in all respects and as per the specifications specified in the **FOURTH SCHEDULE** hereunder written and deliver possession of the Owner's Allocation within 30 (thirty) months from the date of sanction with a grace period of six months and the Owner delivering peaceful vacant possession of the said Premises to the Developer.
19. For the purpose of maintenance, management, upkeep, protection and administration of the building and the said Premises and rendition of the services in common to the Unit Purchasers/holders of the said building and doing all other acts deeds and things for the common purposes, the parties hereto shall form or cause to be formed an Association or Society or Syndicate of the Unit Purchasers/holders.
20. The new building to be constructed by the Developer at the said Premises shall be known by the name "**Bandana**" decided by the Owner herein and the same shall not be changed by the Developer or any of the Unit Holders or any one else.
21. The Developer shall be entitled to obtain loans, project loans etc., from any Bank, Financial Institution etc., for development of the said Premises on security or charge or mortgage of the Developer's Allocation and/or the said Premises. However, all the liabilities of refund of such loan shall be that of the Developer only and the Owner shall not be made liable therefor in any manner.
22. All agreements, sale deeds and other documents for sale or otherwise transfer of the respective allocations of the parties hereto shall be prepared by the Advocate of the Developer and such documents will have to confer to the terms and conditions contained in this agreement.
23. As and when desired by the Developer, the Owner shall grant to the Developer and/or nominees power of attorney, for the following purposes:
 - i) To apply for and obtain all necessary permissions and sanctions from different authorities in connection with the construction and completion

of the Building and also for pursuing and following up the matter with the Kolkata Municipal Corporation and other authority or authorities in that regard.

- ii) To apply for and obtain temporary and permanent connections of water, electricity, power, drainage, sewerage, gas, lifts in the Building and other common areas and facilities required for construction and use and enjoyment of the Building.
- iii) To sell or otherwise transfer the Developer's Allocation and for that to sign execute and register all agreements, sale deeds and all other documents of transfer.
- iv) To have the units comprised in the Developer's Allocation as well as in the Owners' Allocation separately assessed by the Kolkata Municipal Corporation.
- v) To commence prosecute enforce defend answer and/or oppose all legal proceedings in connection with the powers and authorities abovestated and for effectuating and implementing these presents.

23.1 While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owner in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe on the rights of the Owner and/or go against the spirit of this agreement.

23.2 The said power or powers of attorney shall form a part of this agreement as long as the Developer fulfils its obligations hereunder contained.

24. It is understood that to facilitate the construction of new Buildings by the Developer and for obtaining necessary connections and utilities therein or therefor, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertake to help the said Developer do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owner shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owner also undertake 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 infringe the rights of the Owner.

25. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation are prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure. **FORCE MAJEURE** shall mean flood, pandemic, earthquake, riot, war, storm, tempest, civil commotion, air raid or any other Act of God or any order of the Government or statutory body or Court affecting the public in general, thereby restraining or temporarily suspending the sanctioning of plans or construction of buildings in the locality in which the said building is intended to be constructed. It is made clear that any interference obstruction by any local people/club and/or political party shall also be considered as Force Majeure and shall be dealt with by the Owner.
26. If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this Agreement or to extend full co-operation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by it from the defaulting party without prejudice to its other rights hereunder.
27. The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be or be deemed to be construed as partnership between the Developer and the Owner or as joint venture between them in any manner nor shall be deemed to constitute an Association of Persons.
28. **ARBITRATION:**
- (a) **Disputes to be settled by Arbitration:** Any dispute, controversy or claims between the Owner and the Developer arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- (b) **Arbitral Tribunal:** The arbitral tribunal shall be composed of Arbitrator, to be appointed by the Developer.

- (c) **Place of Arbitration:** The place of arbitration shall be Kolkata and any award made, whether interim or final, shall be deemed for all purposes between the Parties to be made in Kolkata.
- (d) **Language and Applicable Law:** The arbitral proceeding shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.
- (e) **Award Final and Binding:** The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties and the Parties shall be entitled (but not obliged) to enforce the award. The Parties further agree (to the maximum extent possible and allowed to them) that such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
- (f) **Summary Proceedings and Interim Awards:** The Arbitrator shall have the right to proceed summarily and to make interim awards

29. Any notice required to be given by any of the parties hereto on the other shall without prejudice to any other mode of service available be deemed to have been served on the other party if delivered by hand or sent by prepaid registered post with acknowledgement due to the above address of the party to whom it is addressed or such other address as be notified in writing from time to time.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(SAID PREMISES)

ALL THAT the piece and parcel of land containing an area of 4 (Four) Cottahs 12 (Twelve) Chittacks 36 (Thirty Six) Square feet more or less situate lying at and being L.R. & R.S. Dag No.847 recorded in L.R.Khatian No.867 corresponding to R.S.Khatian No.609 in Mouza-Baishnabghata, J.L.No.28, Police Station-Patuli, in the District of South 24 Parganas and comprised in Premises No.200, Kendua Main Road, Kolkata-700084, within the limits of the Kolkata Municipal Corporation Ward No.101 and butted and bounded as follows:

ON THE NORTH	: By 16 feet 4 inch wide Kendua Main Road;	→
ON THE SOUTH	: By No.56, Kendua Main Road;	→
ON THE EAST	: By No.59, Kendua Main Road; and	→
ON THE WEST	: By 16 feet 4 inch wide Kendua Main Road.	

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(OWNER'S ALLOCATION)

ALL THAT the 50 (fifty) % covered space/area to comprise, out of the total sanctioned area by the Kolkata Municipal Corporation to be constructed and completed and also to comprise in 50% of the Car Parking Space in the newly constructed building as per sanction plan of the Kolkata Municipal Corporation together with the undivided proportionate share and interest in the land underneath the said constructed area and together with electricity and water connection and together with all common areas and facilities and amenities suitable in all respects for habitation enjoyment and use attached thereto.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(DEVELOPER'S ALLOCATION)

ALL THAT the remaining 50 (fifty) % covered saleable space/area, out of the sanctioned area by the Kolkata Municipal Corporation to be constructed and completed and also to comprise in 50% of the Car Parking Space in the newly constructed building as per sanction plan of the Kolkata Municipal Corporation and together with the undivided proportionate share and interest in the land underneath the said constructed area and all other common areas and facilities and amenities attached thereto.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(GENERAL SPECIFICATION)

1. The building will be in first class RCC frame work and having outer walls in 8" thick first class bricks and all partition walls 3" thick in cement mortar as specified by the project Engineer.
2. All roofs will be in RCC as per the design given by the project Engineer.
3. Door frame in Sal Wood and flush Shutters of Approved make finish and will have magic eye. All windows will be fitted with steel and best quality glass.
4. All toilets will have complete chinaware fittings CP fittings.
5. Glazed tiles in bathroom at 6' level.

6. The Flats/spaces will have concealed wiring in PVC Pipes as per ISIS approved make having adequate light points, power points, Geyser points, telephone points, TV points etc.
7. Kitchen will have Black Stone finish working top, Basis Black Stone and tiles will be fitted 3" height in the working top.
8. All open space such as balconies will have steel /RCC railing as per design given by project Engineer.
9. Proper boundary wall and boundary wall gate will be made as per design given by the project Engineer.
10. Every Flat/Commercial Space will have its own independent electric control panels in their own flat//Commercial Spaces and meter as one common place as per C.E.S.C.
11. Complete and long lasting water proofing of roof, automatic pump switch car.
12. Marble/Vitrified Tiles flooring in rooms and including drawing cum dining and Varandah.
13. Corporation water will be provided.
14. Lift along with lift shaft and the lobby in front of it on typical floor and Lift machine room and the stairs from the ultimate roof leading to the lift machine room.

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

SIGNED SEALED AND DELIVERED by the abovenamed **OWNER** at **Kolkata** in the presence of:

- ① Swapn Maitry
Tom Shankaraya
P. O / P. S - Tamruk
Dist - Purbo Midnapore
- ② Santanu Mondal

Rabindra Nath Mondal

(Rabindra Nath Mondal)

SIGNED SEALED AND DELIVERED on behalf of the withinnamed **DEVELOPER** at **Kolkata** in the presence of:

- ① Swapn Maitry
- ② Santanu Mondal
7. Raja S.C. Mallick Rd
Garia, Kol- 84

ANANYA CONSTRUCTION

Kalyan Mondal.

Proprietor

Drafted by me

Advocate
High Court, Calcutta

Manjushree
11/6/1978/2009

✓

SPECIMEN FORM FOR FINGERPRINTS



Robin Dasgupta Mondal

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



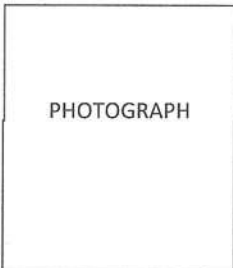
Kajal Mondal

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



Santanu Mondal

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



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

Major Information of the Deed

Deed No :	I-1603-19097/2022	Date of Registration	13/12/2022
Query No / Year	1603-2003454748/2022	Office where deed is registered	
Query Date	07/12/2022 12:05:28 PM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	S PRANOYSHUBHRA Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830483254, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 77,75,999/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kendua Mair Road, , Premises No: 200, , Ward No: 101 Pin Code : 700084

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		4 Katha 12 Chatak 36 Sq Ft		77,75,999/-	Width of Approach Road: 17 Ft.,
Grand Total :					7.92Dec	0 /-	77,75,999 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p>Mr RABINDRA NATH MONDAL Son of Late Khagendra Nath Mondal 7, Raja Subodh Chandra Mallick Road, City:- , P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AFxxxxxx4H, Aadhaar No: 88xxxxxxxx9580, Status :Individual, Executed by: Self, Date of Execution: 09/12/2022 , Admitted by: Self, Date of Admission: 09/12/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/12/2022 , Admitted by: Self, Date of Admission: 09/12/2022 ,Place : Pvt. Residence</p>

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	ANANYA CONSTRUCTION 45, Kendua Main Road, City:- , P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 , PAN No.:: ADxxxxxx5G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr Kalyan Mondal (Presentant) Son of Late Kshitish Chandra Mondal 45, Kendua Main Road, City:- , P.O:- Garia, P.S:-Patuli, District:- South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx5G, Aadhaar No: 26xxxxxxxx6657 Status : Representative, Representative of : ANANYA CONSTRUCTION (as Proprietor)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SANTANU MONDAL Son of Mr Rabindra Nath Mondal 7, Raja S.C Mullick Road, City:- , P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084			

Identifier Of Mr RABINDRA NATH MONDAL, Mr Kalyan Mondal

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr RABINDRA NATH MONDAL	ANANYA CONSTRUCTION-7.92 Dec

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by by online = Rs 9,920/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/12/2022 7:24AM with Govt. Ref. No: 192022230208107578 on 09-12-2022, Amount Rs: 9,920/-, Bank: SBI EPay (SBlePay), Ref. No. 7628760837315 on 09-12-2022, Head of Account 0030-02-103-003-02



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

On 13-12-2022

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.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 100.00/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 139902, Amount: Rs.100.00/-, Date of Purchase: 22/11/2022, Vendor name: S Mukherjee



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


भारत सरकार
GOVERNMENT OF INDIA



শান্তনু মন্ডল
Santanu Mondal
পিতা : রবীন্দ্র নাথ মন্ডল
Father : Rabindra Nath Mondal
জন্ম সাল / Year of Birth : 1988
পুরুষ / Male

7101 5988 3590

আধার - সাধারণ মানুষের অধিকার



Santanu Mondal


আধার

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
৭, রাজা এস. সি. মল্লিক রোড,
গড়িয়া, শ্রীরামপুর, গড়িয়া, দঃ
২৪ পরগনা, পশ্চিমবঙ্গ, 700084

Address:
7, RAJA S. C. MALLICK
ROAD, GARIA, Srirampur,
Garia, South Twenty Four
Parganas, West Bengal,
700084

1947
1800 180 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No.1947,
Bengaluru-560 001

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 1126 to 1155

being No 160319097 for the year 2022.



Dhar

Digitally signed by Debasish Dhar
Date: 2023.01.02 13:07:53 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2023/01/02 01:07:53 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)