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District Sub Register-III
Alipore, South 24-parganes

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DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this day of April, 2023 (Two Thousand Twenty Three).

BETWEEN

18 APR 2023

Boothi Saluc Base

Advocate Market **ALIPORE POLICE COURT**

Address: Kolkatat - 700 027

24Pgs (South)

SUBHANKAR DAS STAMP VENDOR Alipore Police Court, Kol-27

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OCT SUB RELIBIRAR-III

1. SRI SUBRATA ROUTH RAY @ SRI. SUBRATA ROUTH ROY (PAN No. AREPR8061R) (AADHAAR No.503663216272), son of Sri Subhas Chandra Routh Roy, by faith - Hindu, by occupation- Business, by Nationality -Indian, residing at A/3 Rabindra Pally, P.O. - Brahmapur, P.S. - Bansdroni, Kolkata - 700096, District:-South 24-Parganas, 2. SMT. APARNA SENGUPTA (PAN NO. DDRPS5765R) (AADHAAR NO. 594155707898), wife of Late Ramchandra Sengupta, by faith Hindu, by nationality Indian, by SENGUPTA (PAN Housewife, 3. SRI RAKESH occupation CCYPS7950R) (AADHAAR NO. 910076991566), son of Late Ramchandra Sengupta, by faith Hindu, by nationality Indian, by occupation Service and 4. SMT SUBHRA SENGUPTA (PAN NO. DTEPS1334F) (AADHAAR NO. 817354947043), daughter of Late Ramchandra Sengupta, by faith Hindu, by nationality Indian, by occupation Housewife, Landowner No.2 to Landowner No.4 are residing at A-2, Rabindra Pally, P.O. Brahmapur, P.S. Bansdroni, Kolkata-700096, Dist- South 24 Parganas, herein after referred to as the "LANDOWNERS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, legal representatives, agent and assigns.) of the ONE PART/FIRST PARTIES.

AND

M/S. NIRMAN CONSTRUCTION (PAN-AAMFN7675E), a Partnership Firm having its office at V-26/63, Vivekananda Park, P.O. Garia, P.S. Bansdroni, Kolkata-700084, being represented by its partners namely (1) SRI SANDIP KUNDU (PAN-BURPK8519G) (AADHAAR NO. 333617621867), son of Sri Samir Kundu, by faith-Hindu, by occupation-Business, by nationality-Indian, residing at L-41, Kamdahari, Bose Para, P.O. Garia, P.S. Bansdroni, Kolkata-700084, (2) SRI. SANJAY SARKAR (PAN-BQPPS5719E) (AADHAAR NO.338263802895), son of Sri Subal Sarkar, by faith-Hindu, by occupation-Business, by nationality-Indian, residing at V-24/14, Vivekananda Park, Kamdahari, P.O. Garia, P.S. Bansdroni, Kolkata-700084, TUHIN PAUL (PAN-AONPP6633B) SRI. (3)(AADHAAR 208758368000), son of Late Arabinda Paul, by faith-Hindu, by occupation-Business, by nationality-Indian, residing at V-23/15, Kamdahari, Gostatala, P.O. Garia, P.S. Bansdroni, Kolkata-700084 and (4) SRI. AYAN PODDAR (PAN-CMSPP9710L) (AADHAAR NO.674618157477), son of Sri Amal

Poddar, by faith-Hindu, by occupation-Business, by nationality-Indian, residing at V-26/63, Vivekananda Park, P.O. Garia, P.S. Bansdroni, Kolkata-700084, hereinafter called and referred to as the "DEVELOPER/PROMOTER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors or successors-in-office and administrators) of the OTHER PART/SECOND PARTY.

WHEREAS one Purna Chandra Routh Roy was owned, seized and possessed of ALL THAT piece and parcel of Bastu land measuring about more or less 5 (Five) decimals lying and situated at Mouza – Brahmapur, Pargana – Magura, J.L. 48, Touzi No.60, R.S. No. 169, R.S. Dag No. and L.R. Dag No. 396/1503, R.S. Khatian No.251 corresponding L.R. Khatian no. 569, Post Office – Brahmapur, Police Station – Tollygunge then Regent Park and now Bansdroni, Ward No.111, Kolkata – 700096, District South 24 Parganas.

AND WHEREAS the said Purna Chandra Routh Roy while was in possession and had been enjoying the said plot died intestate on 31-01-1975, leaving behind his wife Smt. Subarna Prava Routh Roy and only son namely Sri. Subhas Chandra Routh Roy, as his only legal heirs and successors to inherit his said plot of land.

AND WHEREAS the said Smt. Subarna Prava Purna Routh Roy, while was in possession and had been enjoying the said plot died intestate on 20-02-2003, leaving behind his only son namely Sri. Subhas Chandra Routh Roy, as his legal heirs and successors to inherit her said plot of land of the above mentioned property.

AND WHEREAS the said Sri. Subhas Chandra Routh Roy while become the sole absolute owner of ALL THAT piece and parcel of Bastu land measuring about more or less 03 Cotthas 01 Chittak 24 Sq.ft. more or less together with 1000 sq.ft structure (500 sq.ft. cemented floor and pucca structure and 500 sq.ft. cemented floor pucca structure) lying and situated at Mouza – Brahmapur, Pargana – Magura, J.L. 48, Touzi No.60, R.S. No. 169, R.S. Dag No. and L.R. Dag No. 396/1503, R.S. Khatian No.251 corresponding L.R. Khatian no. 569, Post Office – Brahmapur, Police Station – Tollygunge then Regent Park and now Bansdroni, Ward No.111, Kolkata – 700096, District South 24 Parganas.

AND WHEREAS the said Sri. Subhas Chandra Routh Roy mutated his name in the records of Kolkata Municipal Corporation being K.M.C. Premises No.116, Rabindra Pally and Assessee No.311111801166.

AND WHEREAS the said Sri. Subhas Chandra Routh Roy gifted ALL THAT piece and parcel of Bastu land measuring about more or less 03 Cotthas 01 Chittak 24 Sq.ft. more or less together with 1000 sq.ft structure (500 sq.ft. cemented floor and pucca structure and 500 sq.ft. cemented floor pucca structure) lying and situated at Mouza - Brahmapur, Pargana - Magura, J.L. 48, Touzi No.60, R.S. No. 169, R.S. Dag No. and L.R. Dag No. 396/1503, R.S. Khatian No.251 corresponding L.R. Khatian no. 569, being K.M.C. Premises No.116, Rabindra Pally and Assessee No.311111801166, Post Office - Brahmapur, Police Station - Tollygunge then Regent Park and now Bansdroni thereafter, Ward No.111, Kolkata -700096, District South 24 Parganas in favour of his only son SRL SUBRATA ROUTH RAY @ SRI. SUBRATA ROUTH ROY the Landowner No.1 herein, by virtue of a registered Deed of Gift dated 01.12.2020 which was registered in the office of A.D.S.R. at Alipore and recorded in Book No. I, Volume No. 1605-2020, Page from 120530 to 120548, Being deed No. 160503285 for the year 2020.

AND WHEREAS the said SRI. SUBRATA ROUTH RAY @ SRI. SUBRATA ROUTH ROY the the Landowner No.1 herein, became sole and absolute owner of ALL THAT piece and parcel of Bastu land measuring about more or less 03 Cotthas 01 Chittak 24 Sq.ft. more or less together with 1000 sq.ft structure (500 sq.ft. cemented floor and pucca structure and 500 sq.ft. cemented floor pucca structure) lying and situated at Mouza – Brahmapur, Pargana – Magura, J.L. 48, Touzi No.60, R.S. No. 169, R.S. Dag No. and L.R. Dag No. 396/1503, R.S. Khatian No.251 corresponding L.R. Khatian no. 569, being K.M.C. Premises No.116, Rabindra Pally and Assessee No.31-111-18-0116-6, Post Office – Brahmapur, Police Station – Tollygunge then Regent Park and now Bansdroni, Ward No.111, Kolkata – 700096, District South 24 Parganas.

AND WHEREAS the said SRI. SUBRATA ROUTH RAY @ SRI. SUBRATA ROUTH ROY mutated his name in the records of B.L.&L.R.O. vide L.R. Khatian No. 3509.

AND WHEREAS the said SRI. SUBRATA ROUTH RAY @ SRI. SUBRATA ROUTH ROY, the Landowner No.1 herein being desirous to develop the said premises by constructing a G+III (three) storied residential building thereon through a Developer in accordance with the building plan to be sanctioned by Kolkata Municipal Corporation and the said SRI. SUBRATA ROUTH RAY @ SRI. SUBRATA ROUTH ROY has decided to construct a building containing several independent flats and car parking space on the said premises due to paucity of fund and lack of infrastructure the said SRI. SUBRATA ROUTH RAY @ SRI. SUBRATA ROUTH ROY approached the Developer to construct such building after demolishing the existing structure standing thereon and all material collect by the Developer thereon on the said land at the costs and expenses of the Developer or out of the funds to be produced by the Developer from the intending buyer or others on certain terms and conditions.

AND WHEREAS relating on the aforesaid representation of the said SRI. SUBRATA ROUTH RAY @ SRI. SUBRATA ROUTH ROY, the Landowner No.1 herein, the Developer namely M/S. NIRMAN CONSTRUCTION (PAN-AAMFN7675E), a Partnership Firm having its office at V-26/63, Vivekananda Park, P.O. Garia, P.S. Bansdroni, Kolkata-700084, being represented by its partners namely (1) SRI. SANDIP KUNDU (PAN-BURPK8519G) (AADHAR NO. 338263802895), son of Sri Samir Kundu, by faith-Hindu, by occupation-Business, by nationality-Indian, residing at L-41, Kamdahari, Bose Para, P.O. Garia, P.S. Bansdroni, Kolkata-700084, (2) SRI. SANJAY SARKAR (PAN-BQPPS5719E), (AADHAR NO. 338263802895), son of Sri SubalSarkar, by faith-Hindu, by occupation-Business, by nationality-Indian, residing at V-24/14, Vivekananda Park, Kamdahari, P.O. Garia, P.S. Bansdroni, Kolkata-700084, (3) SRI. TUHIN PAUL (PAN-AONPP6633B), (AADHAR NO. 208758368000), son of Late Arabinda Paul, by faith-Hindu, by occupation-Business, by nationality-Indian, residing at V-23/15, Kamdahari, Gostatala, P.O. Garia, P.S. Bansdroni, Kolkata-700084 and (4) SRI. AYAN PODDAR (PAN-CMSPP9710L), (AADHAR NO. 674618157477) son of Sri Amal Poddar, by faith-Hindu, by occupation-Business, by nationality-Indian, residing at V-26/63, Vivekananda Park, P.O. Garia, P.S. Bansdroni, Kolkata-700084, agreed to develop ALL THAT piece and parcel of Bastu land measuring about more or less 03 Cotthas 01

Chittak 24 Sq.ft. more or less togetherwith 1000 sq.ft structure (500 sq.ft. cemented floor and pucca structure and 500 sq.ft. cemented floor kathcha structure) lying and situated at Mouza - Brahmapur, Pargana - Magura, J.L. 48, Touzi No.60, R.S. No. 169, R.S. Dag No. and L.R. Dag No. 396/1503, R.S. Khatian No.251 corresponding L.R. Khatian no. 569, being K.M.C. Premises No.116, Rabindra Pally and Assessee No.311111801166, Post Office - Brahmapur, Police Station - Tollygunge then Regent Park and now Bansdroni thereafter, Ward No.111, Kolkata - 700096, District South 24 Parganas, on certain terms and conditions as per the Development Agreement which was registered in the Office of the D.S.R.-III, South 24 Parganas on 11th Day of August, 2021 and recorded in Book No. I, Volume No. 1603-2021, Page from 170609 to 170646, being No. 160305743 for the Year 2021 and subsequently a Development Power also had been registered after Development Agreement in the Office of D.S.R.-III, South 24 Parganas on 11th Day of August, 2021 and recorded in Book No. I, Volume No. 1603-2021, Page from 170772 to 170794, being No. 160305811 for the Year 2021.

AND WHEREAS one Sri Rabindra Mohan Sengupta along with his two brothers Sri Dwijendra Mohan Sengupta and Sri Satyandra Mohan Sengupta purchased ALL THAT piece and parcel of Bastu land measuring about 11 Decimal along with other properties comprised in Mouza – Brahmapur, Pargana – Magura, J.L. 48, Touzi No.60, R.S. No. 169, R.S. Dag No.396/426, R.S. Khatian No.251 Police Station – previously Regent Park and now Bansdroni, Ward No.111, Kolkata – 700096, District South 24 Parganas by virtue of a registered Deed of Sale dated 22-09-1947 which was registered in the office of District Registry office at Alipore and recorded in Book No. I, Volume No. 59, pages from 15 to 18, Being No. 2834 from one named Atul Chandra Ghosh.

AND WHEREAS the said Sri Rabindra Mohan Sengupta along with his two brothers Sri Dwijendra Mohan Sengupta and Sri Satyandra Mohan Sengupta enjoyed the said land in khas and for peaceful and uninterrupted possession of the said land, they made a registered Deed of Partition dated 01.08.1988 registered at the office of A.D.S.R. at Alipore and recorded in Book No. I, being Deed No. 2387 for the year 1988.

AND WHEREAS by virtue of the said Partition Deed the said Sri Rabindra Mohan Sengupta became the owner of ALL THAT piece and parcel of Bastu land measuring about 11 (Eleven) Decimal together with a tin shed structure lying and situated at Mouza – Brahmapur, Pargana – Magura, J.L. 48, Touzi No.60, R.S. No. 169, R.S. Dag No. 396/426, R.S. Khatian No.251 Police Station – previously Regent Park and now Bansdroni, Ward No.111, Kolkata – 700096, Sub-Registry & A. D. S. R. Office at Alipore, District South 24 Parganas which is more fully mentioned in Schedule "Kha" of the said Partition Deed.

AND WHEREAS the said Sri Rabindra Mohan Sengupta mutated his name in the office of Kolkata Municipal Corporation vide Assesse No. 31-111-18-0112-9 and his land known and numbered as 112, Rabindra Pally.

AND WHEREAS the said Sri Rabindra Mohan Sengupta gifted ALL THAT piece and parcel of Bastu land measuring about 1 (one) Cottah 5 (Five) Chittaks 30 (Thirty) Sq. ft. out of 11 (Eleven) Decimal together with a tin shed structure measuring about 250 Sq. Ft., lying and situated at Mouza – Brahmapur, Pargana – Magura, J.L. 48, Touzi No.60, R.S. No. 169, R.S. Dag No.396/426, R.S. Khatian No.251, Premises No. 112, Rabindra Pally, Police Station – previously Regent Park and now Bansdroni, Ward No.111, Kolkata – 700096, Sub-Registry & A. D. S. R. Office at Alipore, Assesse No. 31-111-18-0112-9, District South 24 Parganas in favour of his son namely Sri Ramchandra Sengupta by virtue of a Deed of Gift dated 28.04.2009 which was registered in the office of A.D.S.R. at Alipore and recorded in Book No. I, CD Volume No. 11, page from 3581 to 3601, Being no. 02500 for the year 2009.

AND WHEREAS the said Sri Ramchandra Sengupta mutated his name in the office of Kolkata Municipal Corporation vide Assesse No. 31-111-18-0949-9 and his land known and numbered as 112/3, Rabindra Pally.

AND WHEREAS the said Sri Ramchandra Sengupta died instated on 11.12.2018 leaving behind his widow wife namely SMT. APARNA SENGUPTA, the Landowner No. 2 herein, his only son namely SRI RAKESH SENGUPTA, the Landowner No. 3 herein and his only daughter namely SMT SUBHRA SENGUPTA, the Landowner No. 4 herein, as his only legal heirs and successors and left none else.

AND WHEREAS the said SMT. APARNA SENGUPTA, SRI RAKESH SENGUPTA and SMT SUBHRA SENGUPTA, mutated their names in the office of B.L.&L.R.O. and their names allotted in L.R. Khatian Nos. 3675, 3677 and 3676 respectively.

AND WHEREAS the said SMT. APARNA SENGUPTA, the Landowner No. 2 herein, SRI RAKESH SENGUPTA the Landowner No. 3 herein, and SMT SUBHRA SENGUPTA, the Landowner No. 4 herein, became the joint owners of ALL THAT piece and parcel of Bastu land measuring about 1 (one) Cottah 5 (Five) Chittaks 30 (Thirty) Sq. ft. together with a tin shed structure measuring about 250 Sq. Ft., lying and situated at Mouza – Brahmapur, Pargana – Magura, J.L. 48, Touzi No.60, R.S. No. 169, R.S. and L.R. Dag No.396/426, R.S. Khatian No. 251, L.R. Khatian Nos. 3675, 3677 and 3676, Premises No. 112/3, Rabindra Pally, Police Station – previously Regent Park and now Bansdroni, Ward No.111, Kolkata – 700096, Sub-Registry & A. D. S. R. Office at Alipore, Assesse No. 31-111-18-0949-9, District South 24 Parganas.

AND WHEREAS for the purposes of more convenient and better use, occupation and enjoyment of landowners' respective portions, the land owners herein have mutually agreed and decided to have their respective properties amalgamated into a single plot and therefore by virtue of registered Deed of Amalgamation dated 22nd June, 2022 which was registered in the office of D.S.R.-III, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2022, Pages 370119 to 370149, Being No. 160309400 for the year 2022 and they mutated their names in the records of the Kolkata Municipal Corporation vide Assessee No. 31-111-18-0116-6 and their land is known and numbered as K.M.C Premises No. 116, Rabindra Pally.

It is mentioned herein that there is a 12 ft' common passage at the North side in the said plot which is not mentioned in the said Amalgamation deed being Deed No. 160309400 for the year 2022 which has unfortunately overlooked at the time of execution and registration of the said Deed.

AND WHEREAS after amalgamation of said two plots, the Landowner No. 1 herein and the Developer herein have decided to cancel the said Development Agreement being Deed No. 160305743 for the year 2021 and

also cancel the development power being Deed No. 160305811 for the year 2021 and for that reasons the said Development Agreement was cancelled on 19th day of April, 2023 in the Office of D.S.R.-III, South 24 Parganas and recorded in Book No.I, being No. 5065 for the year 2023 and subsequently the said Development Power was also cancelled on 19th day of April, 2023 in the Office of D.S.R.-III, South 24 Parganas and recorded in Book No.II being No. 286 for the year 2023.

AND WHEREAS after amalgamated their portion the Land owners herein became the absolute owners of ALL THAT piece and parcel of land measuring about 4 (Four) Cottah 7 (Seven) Chittaks 9 (Nine) Sq. ft. more or less together with 1250 sq.ft. structure lying and situated in Mouza – Brahmapur, Pargana – Magura, J.L. 48, Touzi No.60, R.S. No. 169, R.S. Dag No. and L.R. Dag No. 396/1503 and 396/426, R.S. Khatian No.251 corresponding L.R. Khatian no. 3509, 3675, 3677 and 3676, under Kolkata Municipal Corporation ward No. 111, being K.M.C. Premises No. 116, Rabindra Pally, Police Station previously Jadavpur then Regent Park at present Bansdroni, Post Office – Brahmapur, Sub-Registry Office Alipore, Kolkata- 700096, Assessee No. 31-111-18-0116-6, in the District of South 24 Parganas.

AND WHEREAS the land owners now desirous to construct a multistoried building and wants to give ALL THAT piece and parcel of land measuring about 4 (Four) Cottah 7 (Seven) Chittaks 9 (Nine) Sq. ft. more or less together with 1250 sq.ft. structure lying and situated in Mouza – Brahmapur, Pargana – Magura, J.L. 48, Touzi No.60, R.S. No. 169, R.S. Dag No. and L.R. Dag No. 396/1503 and 396/426, R.S. Khatian No.251 corresponding L.R. Khatian no. 3509, 3675, 3677 and 3676, under Kolkata Municipal Corporation ward No. 111, being K.M.C. Premises No. 116, Rabindra Pally, Police Station previously Jadavpur then Regent Park at present Bansdroni, Post Office – Brahmapur, Sub-Registry Office Alipore, Kolkata-700096, Assessee No. 31-111-18-0116-6, in the District of South 24 Parganas to the developer herein to develop their property by raising a G+III storied building thereon.

AND WHEREAS the developer has now agreed to develop the said premises on the terms and conditions and stipulations hereunder appearing and also

agreed to enter to this development agreement for further guidance concerning mutual rights and obligations.

IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HEREIN AS FOLLOWS: NOW THIS DEVELOPMENT OF AGREEMENT WITNESSETH as follows:

ARTICLE -I (DEFINITION)

- 1. LANDOWNERS: 1. SRI SUBRATA ROUTH RAY @ SRI. SUBRATA ROUTH ROY (PAN NO. AREPR8061R) (AADHAAR NO.503663216272), son of Sri Subhas Chandra Routh Roy, by faith - Hindu, by occupation-Business, by Nationality - Indian, residing at A/3 Rabindra Pally, P.O. -Brahmapur, P.S. - Bansdroni, Kolkata - 700096, District:-South 24-Parganas, 2. SMT. APARNA SENGUPTA (PAN NO. DDRPS5765R) (AADHAAR NO. 594155707898), wife of Late Ramchandra Sengupta, by faith Hindu, by nationality Indian, by occupation Housewife, 3. SRI NO. CCYPS7950R) RAKESH SENGUPTA (PAN (AADHAAR 910076991566), son of Late Ramchandra Sengupta, by faith Hindu, by nationality Indian, by occupation Service and 4. SMT SUBHRA SENGUPTA (PAN NO. DTEPS1334F) (AADHAAR NO. 817354947043), daughter of Late Ramchandra Sengupta, by faith Hindu, by nationality Indian, by occupation Housewife, Landowner No.2 to Landowner No.4 are residing at A-2, Rabindra Pally, P.O. Brahmapur, P.S. Bansdroni, Kolkata-700096, Dist-South 24 Parganas.
- DEVELOPER: M/S. NIRMAN CONSTRUCTION (PAN-AAMFN7675E), 2. a Partnership Firm having its office at V-26/63, Vivekananda Park, P.O. Garia, P.S. Bansdroni, Kolkata-700084, being represented by its partners namely (1) SRI SANDIP KUNDU (PAN-BURPK8519G), son of Sri Samir Kundu, residing at L-41, Kamdahari, Bose Para, P.O. Garia, P.S. Bansdroni, Kolkata-700084, (2) SRI. SANJAY SARKAR (PAN-BQPPS5719E), son of Sri Subal Sarkar, residing at V-24/14, Vivekananda Park, Kamdahari, P.O. Garia, P.S. Bansdroni, Kolkata-700084, (3) SRI. TUHIN PAUL (PAN-AONPP6633B), son of Late Arabinda Paul, residing at V-23/15, Kamdahari, Gostatala, P.O. Garia, P.S. Bansdroni, Kolkata-700084 and (4) SRI. AYAN PODDAR (PAN-CMSPP9710L), son of Sri Amal Poddar, residing at residing at V-26/63, Vivekananda Park, P.O. Garia, P.S. Bansdroni, Kolkata-700084, all from (1) to (4) by faith-Hindu, by occupation- Business, by nationality-Indian. The terms in these presents shall unless contrary or repugnant to the context mean and include the following:
- 3. ARCHITECT: The Architect shall mean who has for the time being, been appointed by the Developers/Contractors for designing and planning of the new Building to be constructed or any other persons, firm or company who may be appointed hereinafter by the Developers/Contractors time to time.
- 4. **COMMON EXPENSES** shall mean and include all expenses to be incurred by the Unit Owners for the management and maintenance of the premises as more fully detailed in the Fourth Schedule hereto.

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- 5. COMMON PORTIONS shall mean all the common areas and installations to comprise in the premises after the development as more fully detailed in the Second Schedule hereto.
- **6. ARBITRATOR** shall mean such person or persons whom the DEVELOPER and OWNERS jointly may from time to time appoint as the Arbitrator for the Project.
- 7. **MUNICIPALITY** shall mean the Kolkata Municipal Corporation and other concerned authorities, which have recommended, commented upon, approved and/or sanction the plans.
- 8. LAND shall mean ALL THAT piece and parcel of land measuring about 4 (Four) Cottah 7 (Seven) Chittaks 9 (Nine) Sq. ft. more or less together with 1250 sq.ft. structure lying and situated in Mouza Brahmapur, Pargana Magura, J.L. 48, Touzi No.60, R.S. No. 169, R.S. Dag No. and L.R. Dag No. 396/1503 and 396/426, R.S. Khatian No.251 corresponding L.R. Khatian no. 3509, 3675, 3677 and 3676, under Kolkata Municipal Corporation ward No. 111, being K.M.C. Premises No. 116, Rabindra Pally, Police Station previously Jadavpur then Regent Park at present Bansdroni, Post Office Brahmapur, Sub-Registry Office Alipore, Kolkata- 700096, Assessee No. 31-111-18-0116-6, in the District of South 24 Parganas.
- 9. NEW BULDING shall mean and include the G+III storied building to be constructed in the said Property as per the sanctioned Building plan or plans to be sanctioned by Kolkata Municipal Corporation and other concerned authorities, which have recommended, commented upon, approved at the costs of the Developer.
- 10. COMMON FACILITIES: shall mean and include stair-cases, common passages, open spaces, water supply system, water pump and motor, specific tank, Electric lines, Land, Boundary Walls, roof, main gate, corridors of the building, boundary wall with building and points at all common areas, overhead and underground water reservoir and drainage system, care-taker room and toilet as described in the Second schedule herein below.
- 11. OWNERS' ALLOCATION AS FIXED AS FOLLOWS: In the new G+III storied Building, be constructed on the land described here under the FIRST SCHEDULE land, the LAND OWNERS shall get

- i) ALL THAT 1no. of 3BHK flat at South-East-West side on the First Floor of the proposed building.
- ii) ALL THAT 1no. of 1BHK flat at South- West side on the Third Floor of the proposed building.
- iii) ALL THAT 1no. of 2BHK flat at North-East-West side on the Third Floor of the proposed building.
- iv) ALL THAT 1no. of car Parking space on the Ground Floor of the proposed building.
- It is mentioned here that land owners' allocation shall be divided in 82.867: 17.133 ratio between the Landowner No.1 and Landowner No.2, 3 and 4 herein.
- 12. **DEVELOPER'S ALLOCATION:** save and except owner's allocation mentioned above, the rest of all constructed/salable area of the total F.A.R./Constructed areas of G+III storied building i.e.
- i) ALL THAT 1no. of 2BHK flat at North-East-West side on the First Floor of the proposed building.
- ii) ALL THAT entire Second Floor of the proposed building.
- iii) ALL THAT 1no. of 2BHK flat at South-East side on the Third Floor of the proposed building.
- iv) ALL THAT remaining of the car parking space after giving 1 no. car parking space to the Landowners and the tenant Allocation (as per sanction in K.M.C. sanctioned building Plan).

In brief aforesaid allocation discussed above shall be treated as Developer's Allocation and the said Allocated Portions could be sold, transferred and disposed of by the Developer Firm commercially or the Developers personally on the strength of Registered Development/General Power of Attorney to be executed by the Land Owners in favour of the Developer Together with undivided proportionate share of land along with every right, title, interest and lawful possession thereof and the developer shall issue possession letter to the land owners against their allocated portion.

13. PLANS shall mean the plans of the new building which would be sanctioned and approved by Kolkata Municipal Corporation and other concerned authorities, which have recommended, commented upon,

approved and shall also wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations / modifications therein, if any. Be it specifically stated that despite the fact that a Power of Attorney for the purpose of getting the plan sanctioned has been agreed to be given by the owners, it is agreed that before submission of the plan a formal written approval on a copy of the Plan shall be obtained from the **OWNERS** and all cost of the same will be borne by the Developer.

- 14. PREMISES shall mean having comprised in the premises having an area of ALL THAT piece and parcel of land measuring about 4 (Four) Cottah 7 (Seven) Chittaks 9 (Nine) Sq. ft. more or less together with 1250 sq.ft. structure lying and situated in Mouza Brahmapur, Pargana Magura, J.L. 48, Touzi No.60, R.S. No. 169, R.S. Dag No. and L.R. Dag No. 396/1503 and 396/426, R.S. Khatian No.251 corresponding L.R. Khatian no. 3509, 3675, 3677 and 3676, under Kolkata Municipal Corporation ward No. 111, being K.M.C. Premises No. 116, Rabindra Pally, Police Station previously Jadavpur then Regent Park at present Bansdroni, Post Office Brahmapur, Sub-Registry Office Alipore, Kolkata- 700096, Assessee No. 31-111-18-0116-6, in the District of South 24 Parganas, more fully described in the FIRST SCHEDULE hereto.
- 15. PROJECT shall mean the work of the development undertaken to be done by the Builder in pursuance hereof till the development of the premises be completed and possession of the completed units is taken over by the Unit OWNER.
- 16. PROPORTIONATE with all its cognate variations shall mean such ratio the covered area of any Unit or Units is in relation to the covered area of all the Units in the new building.
- 17. UNIT shall mean any flat in the new building is capable of being exclusively owned, used and/or enjoyed by any Unit Owner and which is not the common portion.
- 18. UNIT OWNER shall mean any person who acquired, hold and/or own and/or agree to acquire hold and/or own any unit in the new building and shall include the Owner and the Developer/Builder for the Units held by them from time to time.

- a) MASCULINE GENDER shall include the feminine and vice versa.
 - b) SINGULAR shall include the plural and vice versa.
- 20. SUBMISSION OF THE DOCUMENTS: at the time of agreement all original copy or the certify copy of original Deeds, tax receipt, documents, heirs certificate and all other related necessary papers shall be submitted by the OWNERS to the Developer and against this submission the Developer issue a proper receipt to the land owners for their documents. These documents are required for the sanction of plan of the building, execution of the building, selling of the flats of Developer's allocation and all other allied jobs.
- 21. SALEABLE SPACE: shall mean the space which have fallen in the Developer's Allocation in the new proposed building available for independent use and occupation after making due provisions for the OWNERS Allocation together with all proportionate common facilities and the space as required thereof.
- 22.EXTRA COST: that any extra work for OWNERS/intending purchaser/s, made by the Developer beyond the specification herein referred, should be at OWNERS/intending purchaser/s' cost but the boundary wall of the schedule land shall be made at the cost of the Developer for the better protection of the entire building:
- 23. FORCE MAJURE: shall mean flood, earthquake or riot, war, storm, tempest, strike, lock-out any Third party's action and/or any other act or commission beyond the control of the Parties hereto.
- 24.TRANSFER: with its grammatical variation shall include transfer by possession and by any other mean adopted for the effecting what is understood as a transfer of space in multistoried building to purchase thereof.
- 25. TRANSFEREE: shall mean a person, Firm, Limited Company, Association of persons to whom any space in the building has been transferred.
- 26. BUILT UP AREA: means the Covered area of the flat or any Covered Constructed portions along with the proportionate share of stair case and lift if provided.

27. SUPER BUILT UP AREA: means Built up area plus proportionate share or interest of the common land, common area, facilities, proportionate undivided common right to use land, Top roof of the Building, share of meter room, safety tank, drainage and sewerage whatsoever for common purpose and for those facilities the Developer may add any percentage as per his choice with the Covered area or built up area.

ARTICLE-II COMMENCEMENT

The agreement shall deem to have commenced with effect from the date of execution of these presents.

ARTICLE - II OWNERS' OBLIGATION

- 2.1 The 'OWNERS' have agreed to produce the original papers of the above mentioned schedule land to the Developer.
- 2.2 That the OWNERS will to upto date all corporation taxes, B.L. & L.R.O. khajna, corporation mutation, B.L.&L.R.O. mutation.
- 2.3 The OWNERS has agreed to make over possession of the said property now within their possession of the schedule land as and when required by the Developer for new construction thereon.
- 2.4 Subject to the proceeding clause, the 'OWNERS' hereby grant exclusive license and permission to the 'Developer' to construct, erect and complete a multistoried building including the owners' share/allocation on the said property in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation and/or relevant Statutory Authority and the Developer will hand over the OWNERS' Allocation within a stipulated period of 24 months from getting sanction plan from Kolkata Municipal Corporation and if the Developer does not able to hand over the OWNERS' Allocation within the stipulated period of time then the OWNERS will give them another 6 months as a grace period as mutually agreed upon by the parties hereto.
- 2.3 That after completion of construction and delivery of possession of OWNERS' allocation in the new building, the OWNERS shall convey and transfer to the Builder and/or their nominee or nominees i.e. prospective purchaser/s therein the undivided proportionate share in the land appurtenant to the flats, out of Builder's allocation directly or through Development Power of Attorney which must to be executed after the

execution of this Agreement For Development, be treated as related documents.

- 2.4 The OWNERS shall execute and register one Development Power of Attorney in favour of the Developer and to enter into an Agreement with the intending Purchaser/s in respect of the Developer Allocation by receiving money from them. The OWNERS shall execute Deed of Sale/Deed of Agreement in respect of the undivided proportionate share of land or flat and spaces in favour of any Purchaser/s nominated by the said Attorney and to present the Deed/s before the Registrar or Sub-Registrar to admit, execute of any deed executed by the Attorney on their behalf and receive consideration money and to give discharge thereof in respect of the said property.
- 2.5 The OWNERS hereby undertake that the developer/promoter shall be entitled to the construction and shall enjoy their allocation without any interference or disturbance provided the developer/promoter performs and observes and fulfills all the terms and conditions herein contained and/or on their part to be observed, performed and/or fulfilled.
- 2.6 The OWNERS hereby agree and covenant with the DEVELOPER not to do any act, deed or thing whereby the DEVELOPER may be prevented from selling, assigning and/or disposing of any of the DEVELOPER allocated portion in the building after completion of the new building.
- 2.7 The OWNERS hereby agree and covenant with the developer/promoter not to cause any interference or hindrance in the construction of the said building on the said property by the developer/promoter, if anything is not going against the spirit of this Agreement.
- 2.8 The OWNERS hereby agree and covenant with the developer/promoter not to let out, grant, lease, and mortgage and/or charge the said First Schedule mentioned property or any portion thereof for any reason whatsoever.
- 2.9 The OWNERS hereby agree and covenant with the developer/promoter to execute all the papers that may be necessary in terms of the West Bengal Building (Regulation of Promotion of construction and transfer by Promoters) Act, 1993 and/or rules framed there under.
- 2.10 That the OWNERS shall sign, execute and register all necessary papers, and documents as would be required for obtaining the sanctioned building plan from Kolkata Municipal Corporation and shall attend all courts, offices, registration offices as and when the OWNERS' presence

would be required and the developer shall pay or bear all costs and incidental charges for the purpose aforesaid and the Developer after verification from the Land Owners shall submit the Building Plan for Sanction.

<u>ARTICLE - III</u> <u>OWNERS' RIGHTS AND REPRESENTATIONS</u>

- **3.1** The 'OWNERS' are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property of land.
- 3.2 None other than the said 'OWNERS' have any claim, right, title and/or demand over and in respect of the said property and/or any portion thereof.
- 3.3 The said property is free from all encumbrances, charges, liens, lispendens, trusts, attachments, acquisitions/requisitions whatsoever and however.
- 3.4 There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling & Regulations) Act.

ARTICLE-IV DEVELOPER'S/PROMOTER'S RIGHTS

- 4.1. If any amendment or modification is required to be made in the said building plan, the same shall be done by the 'developer' on behalf of the 'OWNERS' and the 'developer' shall pay and bear all fees including Architect's fees, Municipal fees, charges and expenses etc. required to be paid or deposited for the purpose for construction of the proposed building after verification from the Land Owners.
- 4.2. Nothing in these presents shall be construed as a demise or assignment or conveyance in Law by the 'OWNERS' of the said property or any part thereof to the 'developer' or is creating any right, title or interest in respect thereof of the 'developer' other than an exclusive license to the 'developer' to commercially exploit the same in terms hereof by constructing a multistoried building on the said property and to deal with the developer's allocation in the building in the manner hereafter stated.
- 4.3. The developer will be responsible to arrange the investment towards the construction of the entire proposed new building to be constructed in the said premises and the Land Owners shall not bear any expenses for the same and the Developer can take loan from any financial authority against the said property for the construction of the entire proposed new building

and the Developer can mortgage the said property and the Developer will be responsible to pay the loan amount and the Land Owners shall not bear any amount for the same.

- **ALLOCATION** in the new building with an exclusive right to sell or any kind of transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the **OWNERS** and the owners shall not in any way interfere with or disturb the quiet and peaceful; possession of the **DEVELOPER'S ALLOCATION**.
- **4.5.** The decision of the **DEVELOPER** regarding the quality of the building materials shall be final and binding upon the Parties hereto. The building materials shall be standard one. However, the **OWNERS** shall have the right of inspection the project from time to time if required.
- **4.6.** The **OWNERS** will give all original documents/papers to the Developer in time of execution of this agreement and also take a receipt from the developer and the Developer shall also return all the documents/papers to the **OWNERS** after completion of the construction work and sale of all flats/units under Developer's Allocation.
- 4.7. The developer shall be deemed to be the Confirm Attorney/Agent of the Land Owners and as such Agent shall be solely and exclusively responsible for construction of the said building and also shall have Authority to sell Developer's allocated portion Together with proportionate undivided proportionate share of land along with other facilities, privileges subject to restriction as per Apartment Act, 1972, followed by its amendment day by day on the strength of this Registered Development Power of Attorney executed by the LAND OWNERS in favour of the Developer Firm and/or in the name of M/S. NIRMAN CONSTRUCTION (PAN-AAMFN7675E), a Partnership Firm having its office at V-26/63, Vivekananda Park, P.O. Garia, P.S. Bansdroni, Kolkata-700084, being represented by its partners namely (1) SRI SANDIP KUNDU (PAN-BURPK8519G), son of Sri Samir Kundu, residing at L-41, Kamdahari, Bose Para, P.O. Garia, P.S. Bansdroni, Kolkata-700084, (2) SRI. SANJAY SARKAR (PAN-BQPPS5719E), son of Sri Subal Sarkar, residing at V-24/14, Vivekananda Park, Kamdahari, P.O. Garia, P.S. Bansdroni, Kolkata-700084. (3) SRI. TUHIN PAUL (PAN-AONPP6633B), son of Late Arabinda Paul, residing at V-23/15, Kamdahari, Gostatala, P.O. Garia, P.S. Bansdroni,

Kolkata-700084 and (4) SRI. AYAN PODDAR (PAN-CMSPP9710L), son of Sri Amal Poddar, residing at residing at V-26/63, Vivekananda Park, P.O. Garia, P.S. Bansdroni, Kolkata-700084, all from (1) to (4) by faith-Hindu, by occupation- Business, by nationality- Indian where the LAND OWNERS shall also give the Developer's Firm exclusive lawful power, right and authority to construct the said building along with the right and Authority to sell or transfer all Developer's allocated portions exclusively and independently, comprised of the new building be erected on the land described here under the FIRST SCHEDULE.

- **4.8.** The Developer shall be authorised in the name of the **OWNERS** in so far as in necessary to apply for and obtain quotas entitle required for cement, steel, bricks and other Building materials required for the entire construction of the Building and to similarly apply for and obtain temporary and permanent connection of water, electricity power, drainage, sewerage and/or Gas to the building and other facilities required for the construction of enjoyments of the Building facilities required for the construction of enjoyments of the building and also noted here that from the date of taking possession of the land for new construction, all rents, rates taxes and all others out goings shall be borne by the Developer and in the same way from the date of taking possession of the LAND OWNERS allocated portion by the LAND OWNERS, they will bear the aforesaid all outgoing expenses for their respective allocated portion only. From the date of execution of this document, the Developer shall pay all rent, rates and taxes till handing over the Land Owners' Allocation and thereafter shall bear all taxes out of its allocation.
- 4.9. That the developer will have the right and authority to execute and register the Deed of Conveyance/s or any other documents unto and in favour of the intending prospective Purchaser/s or other as the case may be on the basis of the Development Power of Attorney in respect of the Flats /Shop etc. belonging to the Developer's allocation. The Owners/First Party shall have no right and authority to revoke cancel or rescind this agreement until such time construction of the building is completed and sale and transfer of the Developer's Allocated portions is over. The Owners hereby agreed to make themselves available if necessary at the time of registration of the Deed of Conveyance/s in favour of the Purchaser to execute the same as the Owner/Vendor in respect of the property under reference but in

normal condition at all material times, the Developer is entitled to execute, present and give registration of any Flat/Commercial area or any unit in favour of the intending Purchaser/s, take full or part consideration of the said sold area, admit registration by singing Deed Return Receipt on the strength of Development Power of Attorney executed by the **OWNERS** in favour of the Developer's Firm or personally to its sole proprietor and also on the strength of this Development Agreement.

ARTICLE - V DEVELOPER'S/PROMOTER'S OBLIGATION

- **5.1** The developer/promoter hereby agrees and covenants with the **OWNERS** to complete the construction of the building within the stipulated time as stated herein. Only on reasonable ground and on request of the developer/promoter the owners may consider and extend the completion period of the said construction on the said property.
- 5.2 The **DEVELOPER** shall be liable to meet up all previous outstanding and liabilities and Documentation including Municipal Taxes in respect of the entire holding if any and during construction work of the venture all the liabilities in connection with the construction work shall be paid only by the **DEVELOPER** even at the time of construction work if any labour or mason or any man connected with said venture dies due to accident **OWNERS** shall not be held responsible and liable to pay any compensation for the same.
- **5.3** The developer/promoter hereby agrees and covenants with the **OWNERS** not to violate or contravene any of the provisions or rules applicable for construction of the building as result of which the obligation and liabilities will accrue upon the owners.
- 5.4 The developer/promoter hereby agrees and covenants with the owners not to do any act, deed or thing whereby the **OWNERS** are prevented from enjoying, selling, assigning and/or disposing of any of the **OWNERS**' allocation on the building.
- 5.5 That upon completion of construction and after availing the completion certificate of the new building, the builder shall inform the OWNERS to take delivery of possession of the OWNERS' allocated area in the new building in good and habitable condition and the OWNERS within 30 days from the date of such intimation shall take possession of their allocations thereon and the land OWNERS shall have to pay all rent, rates

- and taxes and others out goings from the date of taking land owners' allocation as per notice serves out of their allocation only.
- **5.6 Developer** has to collect GST (if necessary) on all flats they sold to any third party as per Government rate.
- 5.7 That the Developer will give Rs. 5,000/- per month to the Landowner No. 2 to Landowner no.4 for suitable accommodation after the said landowners give their possession to the Developer.

ARTICLE - VI FURTHER OBLIGATIONS MUTUALLY AGREED BY THE OWNERS AND THE DEVELOPER/PROMOTER

- 6.1 The **OWNERS** hereby agree and covenant with the developer/promoter that as soon as the **OWNERS'** allocated areas will be completed as per specification and satisfactory condition, and/or request of the developer/promoter to take possession of their mentioned allocation.
- **6.2** The **OWNERS** hereby agree and covenant that the developers/promoter shall demolish the existing structure of the above property and shall appropriate the sale proceeds of the debris and scrap building materials of the existing building towards the cost of the demolition.
- 6.3 That the **OWNERS** shall be exclusively entitled to deal with **OWNERS'** allocation in the new building and the builder/developer shall be exclusively entitled to the developer's allocated area therein and the developer shall be at liberty to sell/transfer his/its allocated portion in favour of any person or persons at any consideration which may be considered by the Developer/Builder and the owners shall not entitled to interfere in any manner.
- **6.4** That if a transformer will be installed in this project then the installation cost will be borne by both the Land Owner and Developer equally.
- 6.5 That 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 executing agreement/final document for transfer of property as per provisions laid down in the said documents as Developer without getting any ownership of any part of the property under schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement/ Final Documents for

transfer of property between the owner and the developer in any way. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

ARTICLE - VII FORCE MAJEURE

- 7.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.
- 7.2 Force majeure shall mean flood, earth-quake, riot, war, storm, tempest, civil commotion, strike, lock out, order of injunction, and/or any other order of a statutory authority and any other act or commission beyond the control of the parties hereto.

ARTICLE-VIII JURISDICTION

The courts of South 24 Parganas alone shall have the jurisdiction to entertain and try all actions, suits, and proceedings arising out of this agreement.

ARTICLE IX ARBITRATION

All disputes and differences between the parties hereto arising out of this agreement regarding the construction or interpretation of any of the terms and conditions herein or determination of any liability or otherwise touch these presents shall be referred to a sole Arbitrator to be nominated by both the parties with regard to appointment of the Sole Arbitrator, each party shall nominate their own Arbitrators and the same be deemed to be reference with the meaning of the Arbitration and Conciliation Act, 1996 and/or the act as may be enacted and the Statutory Amendments or modification there under and the Award given by such Arbitrators shall be binding and conclusive on the parties hereto. The Arbitrator shall have summery powers.

The Arbitrators shall have the power to appoint an Umpire in case of any difference such award to be passed by the Umpire shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

FIRST SCHEDULE ABOVE REFERRED TO SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of land measuring about 4 (Four) Cottah 7 (Seven) Chittaks 9 (Nine) Sq. ft. more or less together with 1250 sq.ft. structure lying and situated in lying and situated within District South 24 Parganas, Police Station – previously Regent Park now Bansdroni, Post Office – Brahmapur, Ward No.111, Kolkata – 700096, Mouza – Brahmapur, Pargana – Magura, J.L. 48, Touzi No.60, R.S. No. 169, R.S. Dag No. and L.R. Dag No. 396/1503 and 396/426, R.S. Khatian No.251 corresponding L.R. Khatian no. 3509, 3675, 3677 and 3676, under Kolkata Municipal Corporation ward No. 111, to be known and numbered as Premises No. 116, Rabindra Pally, Police Station previously Jadavpur then Regent Park at present Bansdroni, Sub-Registry Office Alipore, Kolkata- 700096, in the District of South 24 Parganas, Assessee No. 31-111-18-0116-6, The property is butted & bounded by:

On the North : by land and property of Smt Priti Pal and 12 ft'

common passage;

On the South : by 8 ft wide common passage;

On the East: by 16 ft wide K.M.C. road and property of Sri Kanchan

Sengupta; -

On the West : by 6 ft. wide common passage;

SECOND SCHEDULE ABOVE REFERRED TO The common Portions and common facilities

- 1. COMMON PORTIONS shall mean and include roof terrace, passage corridors, stair case, lobbies, pump room, over head water tank, water pump and motor and other facilities that is usually given to the other purchaser for the use of the common parts for egress and ingress and right in undivided proportionate share of land with common enjoyment of Top floor.
- 2. The right of passage in common with other purchaser/s to get electricity, water connection, gas connection from and to any other unit or common parts thereof pipes, drains lying or being under through or over the said unit as far as may be reasonably necessary for the beneficial use and occupation of the other part.

- 3. The right of protection for other parts of the building by all parts of the said unit as far as it is necessary to protect the same.
- 4. All essential and easement rights applicable to Ownership flat as per apartment rule and as possible in present and in future in that locality.
- There is no lift facility in this said building.

THIRD SCHEDULE ABOVE REFERRED TO Covenants and common restrictions

The owner and all unit OWNER shall always be strictly adhere to the following restrictions:-

The owner and/ or unit OWNER shall not do the following

- 1. Obstruct the Association (upon its formation) in their acts relating to the common purpose.
- 2. Violet any of the rules and/or regulation laid down for the common purpose and for the user of the common portion.
- 3. Injure, harm, or damage the common portion or any other units in the new building by making any alteration or withdrawing any support or otherwise.
- 4. Alter any portion, elevation or colour scheme of the new building.
- 5. Throw or accumulate or cause to be thrown or accumulation any dust, rubbish or other refuse in the common portions save at the place indicated or worked thereof.
- 6. Place or cause to be placed any article or object in the common portion.
- 7. Use any unit or any port thereof for any purpose other than the purpose meant for (Residential/ commercial)
- 8. Carry or on cause to be carried on any obnoxious or injurious activity in or through any unit and parking space or the common portion.
- 9. Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the new building and/or the adjoining building or buildings:

The Common Expenses

1. Maintenance':- All cost of maintaining, operating, replacing, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstruction,

lighting and renovating the common portions including the exterior or interior (but not inside any unit) walls of the new building.

- 2. Maintenance of Staff:- The salaries of and all other expenses of the staff to be employed for the common purpose, including caretaker / durwans, sweepers, plumber, electricians etc. and their perquisites, bonus and other emoluments and benefits.
- 3. Association:- Establishment and all other expenses of the Association including the formation, office and miscellaneous expenses.
- 4. Common utilities: All charges and deposits for suppliers of common utilities to the co-OWNER in common.
- 5. Electricity: electricity charges for the electrical energy consumed for the operation of common portions.
- 6. Litigation: all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
- 7. Rates and Taxes: Municipal Taxes, multistoried building tax, water tax and other levies in respect of the premises and the new building save those separately assessed on co-OWNER.
- 8. Insurance of the building if made including all litigations charges for free and unencumbered title of the land for better use and beneficial use of the purchaser/s occupier/s as called as legal expenses.
- 9. All other expenses and outgoings to be paid by the purchaser/s occupier/s as follows:i) Changing of light point or light.
 - ii) Changing of pipe for common purpose.

FIFTH SCHEDULE ABOVE REFERRED TO Specification of Construction

- 1. BUILDING: R.C.C. with bricks.
- 2. <u>Brick wall</u>: External : shall be 8" thick with bricks
 Internal : shall be 3" thick with bricks
- 3. Wall: internal wall shall be made by Plaster of Paris finish,
- 4. Flooring: entire flat with marble cost @ 40/- per sq.ft. or Floor tiles.

- 5. <u>Electrical:</u> concealed ISI copper wiring (Finolex or Heavles) with Anchor equivalent switches Adequate light and power points T.V./Telephone points at Living area.
- 6. <u>Kitchen:</u> cooking platform with Granit/Stainless steel sink. Glazed tiles up to 2.5 ft above cooking platform.
- 7. Toilet: glazed tiles upto a height of 6 ft.

CP bath fittings of ISO Brand or equivalent, sanitary fittings of ISO Brand or equivalent make Geyser point

in one toilet.

- 8. Doors: Main door made of flash door of ISO Brand (100% pine). Others Flush Doors finished with Enamel paint PVC door at toilet.
- 9. Windows: Window with Aluminium sliding with square bar grill.
- Water Supply: Local K.M.C. water supply.
 Overhead tank for sufficient storage and supply.

Roof: Common roof with special treatment.

Personal Meter and Transformer: Total cost of personal meter will be paid by the Flat Owner.

EXTRA WORK:

In addition the above items if in landowners want in provide additional items or wants to change the specification of nay item be allowed after getting the permission from the consulting engineer if he fulfills the following. An estimate for additional work or the estimate of change item shall be supplied by the Developer and the land **OWNERS** have to pay the total amount in advance to carry out these additional/changed items.

IN WITNESS WHEREOF the parties hereto have put their signature on this day, month and year first above written.

WITNESSES :-

1. Hounila Chondhury Brahmapur, Vol-96

Subnata Pout Poy WART (SHIBET Ratur Dengular Subnito Sengular

SIGNATURE OF LAND OWNERS

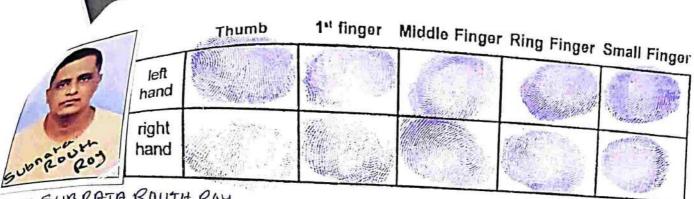
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Sandy Hunder
Sandy Hunder
James Jackson
Tukin Bul
Hyan Pollon

Partner SIGNATURE OF DEVELOPER

Drafted and Typed at my office & I read over & Explained in Mother Languages to all parties to this deed and all of them admitted that the same has been correctly written as per their instruction.

Advocate
Enrolment No. W32138/07
Alipore Police Court,
Kolkata - 700027



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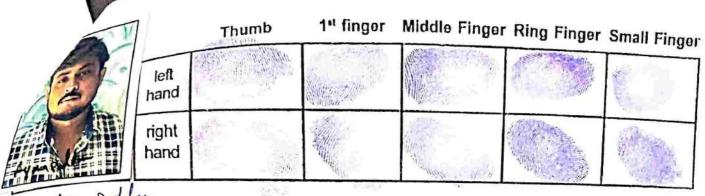
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Name Axam Poddam Signature Prom Podda

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भारत सरकार GOVERNMENT OF INDIA

मৌশিতা টোধুনী Moumita Chowdhury পিতা : প্রশাস টোধুনা Father : Prosanta Chowdhury অন্ম নাল / Yew of Beth : 1996 মহিলা / Female



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ঠিকানা: এ/৪, রবীন্দ্রসন্নী, ব্রহ্মপুর, কোলকাতা, পশ্চিমবঙ্গ, 700096 Address: A/8, RABINDRA PALLY. Brahmapur S.O, Brahmapur, Kolkata, West Bengal, 700096



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P.O. Box No.1947, Bengaluru-S60 001

Hounila Chowdhwng

Major Information of the Deed

geed No:	I-1603-05064/2023			
Query No / Year	1603-2000972102/2023	Date of Registration	19/04/2023	
Query Date	17/04/2023 12:02:18 PM	Office where deed is re	egistered	
Applicant Name, Address & Other Details	BODHISATWA BASU ALIPORE POLICE COURT	D.S.R III SOUTH 24-PARGANAS, District: South 24-Parganas		
Transaction		lo.: 8017932758, Status: Advo	rarganas, WEST	
[0110] Sale, Development	Agreement or Construction	Additional Transaction		
agreement Set Forth value	Territor Construction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Rs. 3/-	The section of the se	Market Value		
Stampduty Paid(SD)		Rs. 48,48,753/-		
Rs. 7,020/- (Article:48(g))	THE RESERVE OF THE PARTY OF THE PARTY.	Registration Fee Paid	经 不可以 多种 医	
Remarks		Rs. 53/- (Article:E, E)		
romains	Received Rs. 50/- (FIFTY only) area)	from the applicant for issuing t	he assement slip.(Urban	

Land Details:

District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Rabindra Pally, , Premises No: 116, , Ward No: 111 Pin Code: 700096

Sch No	Plot Number	Khatian Number	Land U	Jse ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		4 Katha 7 Chatak 9 Sq Ft	1/-	40,05,003/-	Width of Approach Road: 16 Ft.,
	Grand	Total:			7.3425Dec	1/-	40,05,003 /-	

Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1000 Sq Ft.	1/-	6,75,000/-	Structure Type: Structure
	1 doca, Extent of O	ompletion: Compl	ete		ge of Structure: 0Year, Roof Type:
		f floor : 500 Sq Ft	.,Residential Use, 0	Cemented Floor,	Age of Structure: 0Year, Roof Type
S2	Floor No: 1, Area o	f floor : 500 Sq Ft	.,Residential Use, 0	- 1	
S2	Floor No: 1, Area o Pucca, Extent of Co On Land L1	f floor : 500 Sq Ft ompletion: Compl 250 Sq Ft. oor : 250 Sq Ft.,R	.,Residential Use, Cete 1/- esidential Use, Cerete	1,68,750/-	Age of Structure: 0Year, Roof Type

Land Lord Details: Name, Address, Photo, Finger print and Signature 51 No Signature Name Photo **Finger Print** 1 Shri SUBRATA ROUTH RAY, (Alias: Shri SUBRATA ROUTH ROY) Son of Shri SUBHAS CHANDRA ROUTH ROY Executed by: Self, Date of Suprama Rova Roy Execution: 19/04/2023 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place : Office 19/04/2023 LTI 19/04/2023 A/3, RABINDRA PALLY, City:-, P.O:- BRAHMAPUR, P.S:-Bansdroni, District:-South24-Parganas, West Bengal, India, PIN:- 700096 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ARxxxxxx1R, Aadhaar No: 50xxxxxxxx6272, Status :Individual, Executed by: Self, Date of Execution: 19/04/2023 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place: Office Signature Finger Print Photo Name 2 Smt APARNA SENGUPTA Wife of Late RAMCHANDRA سرطر ويه مي SENGUPTA Executed by: Self, Date of Execution: 19/04/2023 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place : Office 19/04/2023 19/04/2023 19/04/2023 A-2, RABINDRA PALLY, City:-, P.O:- BRAHMAPUR, P.S:-Bansdroni, District:-South24-Parganas, West Bengal, India, PIN:- 700096 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: DDxxxxxxx5R, Aadhaar No: 59xxxxxxxx7898, Status :Individual, Executed by: Self, Date of Execution: 19/04/2023 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place: Office Finger Print Photo Name 3 Shri RAKESH SENGUPTA Son of Late RAMCHANDRA SENGUPTA Executed by: Self, Date of Execution: 19/04/2023 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place : Office 19/04/2023 LTI 19/04/2023 A-2, RABINDRA PALLY, City:-, P.O:- BRAHMAPUR, P.S:-Bansdroni, District:-South24-Parganas, West Bengal, India, PIN:- 700096 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: CCxxxxxx0R, Aadhaar No: 91xxxxxxxx1566, Status : Individual, Executed by: Self, Date of Execution: 19/04/2023

Admitted by: Self, Date of Admission: 19/04/2023 ,Place: Office

part SUBHRA SENGUPTA

parighter of Late

parighter





Finger Print

A-2, RABINDRA PALLY, City:-, P.O:- BRAHMAPUR, P.S:-Bansdroni, District:-South24-Parganas, West Bengal, India, PIN:- 700096 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: DTxxxxxx4F, Aadhaar No: 81xxxxxxxx7043, Status: Individual, Executed by: Self, Date of Execution: 19/04/2023

, Admitted by: Self, Date of Admission: 19/04/2023 ,Place: Office

Developer Details:

Dev	diopar butting :
SI No	
1	NIRMAN CONSTRUCTION V-26/63, VIVEKANANDA PARK, City:-, P.O:- GARIA, P.S:-Banadroni, District:-South 24-Parganas, West Bengal, V-26/63, VIVEKANANDA PARK, City:-, P.O:- GARIA, P.S:-Banadroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, PAN No.:: AAxxxxxxx5E, Aadhaar No Not Provided by UIDAI, Status:-Organization, Executed by: Representative

10	Name, Address, Photo, Finger print and Signature				
	Name	Photo	Finger Print	Signaturo	
	Shri SANDIP KUNDU (Presentant) Son of Shri SAMIR KUNDU Date of Execution - 19/04/2023, Admitted by: Self, Date of Admission: 19/04/2023, Place of Admission of Execution: Office	Apr 19 2023 11:39AM	L.T1 19/04/2023	So- So 10/04/2023	
	- 1 1 PART 700	084, Sox: Maio, E aar No: 33xxxxxx	xx1867 Status : [Roprosontativo, Roprosontativo or :	
	West Bengal, India, PIN:- 700	084, Sox: Maio, E aar No: 33xxxxxx	w cargior empore. C	Decinomian, Dubinobb, Oncon or mens	

VIVEKANANDA PARK, KAMDAHARI, City:-, P.O:- GARIA, P.S:-Bansdroni, District:-South 24inganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BQxxxxxxx9E, Aadhaar No: 33xxxxxxxxx?895 Status: Representative, Representative of: NIRMAN CONSTRUCTION (as PARTNER)

Name	Photo	Finger Print	Signatura
Shri TUHIN PAUL Son of Late ARABINDA PAUL Date of Execution -	IN	ringer Fillit	Signature
19/04/2023, , Admitted by: Self, Date of Admission: 19/04/2023, Place of Admission of Execution: Office			Ten en
- 7	Apr 19 2023 11:46AM	LTI 19/04/2023	19/04/2023

V-23/15, KAMDAHARI GOSTOTALA, City:-, P.O:- BRAHMAPUR, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AOxxxxxxx3B, Aadhaar No: 20xxxxxxxx8000 Status: Representative, Representative of: NIRMAN CONSTRUCTION (as PARTNER)

4	Name	Photo	Finger Print	Signature
	Shri AYAN PODDAR Son of Shri AMAL PODDAR Date of Execution - 19/04/2023, , Admitted by: Self, Date of Admission: 19/04/2023, Place of Admission of Execution: Office			Mar South
	Admission of Execution. Office	Apr 19 2023 11:44AM	LTI 19/04/2023	19/04/2023

V-26/63, VIVEKANANDA PARK, City:-, P.O:- GARIA, P.S:-Bansdroni, District:-South 24-Parganas, Wes Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CMxxxxxxx0L, Aadhaar No: 67xxxxxxxx7477 Status: Representative, Representative of: NIRMAN CONSTRUCTION (as PARTNER)

Identifier Details:

Name	Photo	Finger Print	Signature
Mr BODHISATWA BASU Son of Mr P.K. BASU ALIPORE POLICE COURT, City:-, P.O:- ALIPORE, P.S:-Alipore, District:-South 24- Parganas, West Bengal, India, PIN:- 700027			hande Chandrag
	19/04/2023	19/04/2023	19/04/2023

Identifier Of Shri SUBRATA ROUTH RAY, Smt APARNA SENGUPTA, Shri RAKESH SENGUPTA, Smt SUBHRA SENGUPTA, Shri SANDIP KUNDU, Shri SANJAY SARKAR, Shri TUHIN PAUL, Shri AYAN PODDAR

	<i>y</i>				
	Fof property for L1				
	Accom.	To. with area (Name-Area)			
1	Shri SUBRATA ROUTH	NIRMAN CONSTRUCTION-3 Katha 1 Chatak 24 Sq Ft			
/2	Smt APARNA SENGUPTA	NIRMAN CONSTRUCTION-7 Chatak 10 Sq Ft			
3	Shri RAKESH SENGUPTA	NIRMAN CONSTRUCTION-7 Chatak 10 Sq Ft			
4	Smt SUBHRA SENGUPTA	NIRMAN CONSTRUCTION-7 Chatak 10 Sq Ft			
Trans	fer of property for S1	《新疆》,从 是是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一			
SI.No	From	To. with area (Name-Area)			
1	Shri SUBRATA ROUTH RAY	NIRMAN CONSTRUCTION-1000.00000000 Sq Ft			
Trans	fer of property for S2				
SI.No	From	To. with area (Name-Area)			
1	Smt APARNA SENGUPTA	NIRMAN CONSTRUCTION-83.32500000 Sq Ft			
2	Shri RAKESH SENGUPTA	NIRMAN CONSTRUCTION-83.32500000 Sq Ft			
3	Smt SUBHRA SENGUPTA	NIRMAN CONSTRUCTION-83.35000000 Sq Ft			

Endorsement For Deed Number : I - 160305064 / 2023

19-04-2023

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

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

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

Presented for registration at 10:39 hrs on 19-04-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 48,48,753/-

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

Execution is admitted on 19/04/2023 by 1. Shri SUBRATA ROUTH RAY, Alias Shri SUBRATA ROUTH ROY, Son of Sh SUBHAS CHANDRA ROUTH ROY, A/3, RABINDRA PALLY, P.O: BRAHMAPUR, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700096, by caste Hindu, by Profession Business, 2. Smt APARNA SENGUPTA, Wife of Late RAMCHANDRA SENGUPTA, A-2, RABINDRA PALLY, P.O: BRAHMAPUR, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700096, by caste Hindu, by Profession House wife, 3. Shri RAKESH SENGUPTA, Son of Late RAMCHANDRA SENGUPTA, A-2, RABINDRA PALLY, P.O: BRAHMAPUR, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700096, by caste Hindu, by Profession Service, 4. Smt SUBHRA SENGUPTA, Daughter of Late RAMCHANDRA SENGUPTA, A-2, RABINDRA PALLY, P.O: BRAHMAPUR, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700096, by caste Hindu, by Profession House wife

Indetified by Mr BODHISATWA BASU, , , Son of Mr P.K. BASU, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 19-04-2023 by Shri SANDIP KUNDU, PARTNER, NIRMAN CONSTRUCTION (Partnership Firm), V-26/63, VIVEKANANDA PARK, City:-, P.O:- GARIA, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal India, PIN:- 700084

Indetified by Mr BODHISATWA BASU, , , Son of Mr P.K. BASU, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 19-04-2023 by Shri SANJAY SARKAR, PARTNER, NIRMAN CONSTRUCTION (Partnership Firm), V-26/63, VIVEKANANDA PARK, City:-, P.O:- GARIA, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal India. PIN:- 700084

Indetified by Mr BODHISATWA BASU, , , Son of Mr P.K. BASU, ALIPORE POLICE COURT, P.O. ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 19-04-2023 by Shri TUHIN PAUL, PARTNER, NIRMAN CONSTRUCTION (Partnership Firm), V-26/63, VIVEKANANDA PARK, City:- , P.O:- GARIA, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal India, PIN:- 700084

Indetified by Mr BODHISATWA BASU, , , Son of Mr P.K. BASU, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 19-04-2023 by Shri AYAN PODDAR, PARTNER, NIRMAN CONSTRUCTION (Partnership Firm), V-26/63, VIVEKANANDA PARK, City:-, P.O:- GARIA, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal India, PIN:- 700084

Indetified by Mr BODHISATWA BASU, , , Son of Mr P.K. BASU, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/04/2023 8:56PM with Govt. Ref. No: 192023240018960101 on 18-04-2023, Amount Rs: 21/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 2117197851 on 18-04-2023, Head of Account 0030-03-104-001-16

at of Stamp Duty

and that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs. 000 00/- by online = Rs 2.020/pescription of Stamp

pescription of Company of the Purchase Serial no 14906, Amount: Rs.5,000.00/-, Date of Purchase: 18/04/2023, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of W8 Online on 18/04/2023 8:56PM with Govt. Ref. No: 192023240018960101 on 1J-04-2023, Amount Rs. 2.020/-, Bank HDFC Bank (HDFC0000014), Ref. No. 2117197851 on 18-04-2023, Head of Account 0030-02-103-003-02

Show

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



proved the contract of the con

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 154009 to 154047 being No 160305064 for the year 2023.



Digitally signed by Debasish Dhar Date: 2023.04.25 11:22:28 +05:30 Reason: Digital Signing of Deed.

Shan

(Debasish Dhar) 2023/04/25 11:22:28 AM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS West Bengal.

(This document is digitally signed.)