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अन्घिपकार पश्चिम वंगाल WEST BENGAL

1 5 DEC 2020

EVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this ... 15# day of ... Two Thousand and Twenty (2020).

BETWEEN

2 6 NOV 2026

SC. NO. 20293. DATE.....

Rangit Shaw Adr

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High Court Caloutta



Addi. District Sub-Registral Cossipore, Dum Dum

1 5 DEC 2020

SRI KAUSTAV MALLICK (PAN – APIPM6549M) Son of K. C. Mallick, by faith - Hindu, by occupation – Business, by Nationality Indian, residing at Arabindanagar, P.O. - Midnapore, P.S. – Kotwali, District – West Midnapore, hereinafter referred to and called as the <u>OWNER</u> (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs/ heiresses, executors, successors, administrators, authorized representatives, nominee and assigns) of the <u>FIRST PART</u>.

AND

M/S BALAJI CREATION (PAN – AAVFB7913N) a Partnership firm having its registered office at 28, Ramlal Banerjee Road, P.O.& P.S. – Baranagar, Kolkata – 700036, represented by its partners (1) SRI TIRTHA BISWAS (PAN – AGRPB9383J) Son of Late Asit Biswas, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 54/10, Satchasi Para Road, P.O. & P.S. – Cossipore, Kolkata – 700002, (2) SRI SANKAR DEB (PAN – AHAPD0870G) Son of Late Sambhu Nath Deb, by faith - Hindu, by Occupation – Business, by Nationality – Indian, residing at 36, Ramlal Banerjee Road, P.S. – Baranagar, Kolkata – 700036, District North 24 Parganas, (3) SRI KSHITISH CHANDRA PANCHADHYEE (PAN – AFPPP9453A) Son of Nani Gopal Panchadhyee, by faith - Hindu, by Occupation – Business, by Nationality – Indian, residing at 15E, Gopal Chatterjee Road, P.O. & P.S. – Cossipore, Kolkata – 700002, hereinafter referred to jointly called as the "DEVELOPER/PROMOTER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-interest, successors-in-office and assigns) of the OTHER PART.

THIS AGREEMENT shall remain valid upto for period of 30 (thirty) months from the date Sanctioning G+4 storied building Plan from Kolkata Municipal Corporation this period is liable to be extended in the event of any problem arising of the Urban land Ceiling or Regulation Act. 1976.

WHEREAS One Ganapati Sur and one Kartick Chandra Sur, both since deceased jointly seized and possessed of an undivided 8/9th share of Premises No. 53, B. T. Road & 54/A, B. T. Road, Kolkata – 700050 and also the absolute owner of the Premises Nos. 51, B. T. Road, 51/1, B. T. Road and 173B, South Sinthee Road P.S. – Cossipore, Kolkata – 700050 and one Smt. Durgamoni Sur was the owner of the rest 1/9th undivided portion of Premises No. 53 and 54/A, B. T. Road, P.S. – Cossipore, Kolkata – 700050 with all right, title and interest whatsoever being free from all encumbrances.

AND WHEREAS while the aforesaid Ganapati Sur, kartick Chandra Sur and Smt. Durgamoni Sur jointly and collectively seized and possessed of the aforesaid properties as "Ejmali" with all right title and interest whatsoever subsequently some disputes and differences crop up amongst the aforesaid co-sharers regarding use, possession and peaceful enjoyment of the said joint properties, resulting which one of the co-shares namely Kartick Chandra Sur, on the 9th day of June 1969 filed a suit for partition and administration in respect of the aforesaid properties being numbered as Title Suit No. 54 of 1969 (Kartick Chandra Sur – vs – Ganapati Sur and Smt. Durgamoni Sur) in the then 1st Court of the Learned Assistant District Judge at Alipore, 24 Parganas.

AND WHEREAS during the pendency of the said Title Suit No. 54 of 1969, one of the cosharers, Kartick Chandra Sur died intestate on the 10th day of September, 1975 leaving behind him surviving sole widow Smt. Malina Sur and two daughters namely (1) Miss Krishna Sur and (ii) Smt. Deepali Mallick wife of Dr. K. C. Mallick who jointly and collectively according to the Hindu Succession Act, 1956 became the owners of the estate left by the aid deceased Kartick Chandra Sur each having undivided one third share therein and they were duly substituted in place and stead of the said deceased Kartick Chandra Sur in the said Title Suit No. 54 of 1969 in the 1st Court of the Ld. Assistant District Judge at Alipore, District 24 Parganas.

AND WHEREAS during the pendency of the aforesaid partition suit one of the co-sharers Ganapati Sur died intestate on the 29th day of May, 1973 leaving behind him surviving sole widow Smt. Mrinalini Sur three sons namely (i) Biswaspati Sur, (ii) Sambhupati Sur, (iii) Alokpati Sur and five daughters namely i) Smt. Ila Ghosh, wife of Sital Chandra Ghosh ii) Sandhya Neogy wife of Ambuj Neogy, iii) Smt. Arati Ghosh wife of Pran Nath Bikash Ghosh, iv) Smt. Provati Paul wife of Ashoke Paul and v) Miss Bharati Sur who jointly and collectively according to the Hindu Succession Act, 1956 become the owners of the estate left by the said deceased Ganapati Sur and they were duly substituted in place and stead of the said deceased Ganapati Sur in the said Title Suit No. 54 of 1969, in the 1st Court of the Ld. Assistant District Judge Alipore 24 Parganas.

AND WHEREAS after lapse of few years on the basis of a compromising petition filed by the parties concerned the said partition and administration suit being Title Suit No. 54 of

1969 in the 1st Court of the Ld. Assistant District Judge at Alipore 24 Parganas was decreed finally on the 27th day of February 1989 in terms of the said compromise petition.

AND WHEREAS the said Smt. Malina Sur wife of Late Kartick Chandra Sur deceased on 14/10/1990.

AND WHEREAS said Smt. Deepali Mallick wife of Dr. K. C. Mallick and daughter of the Late Kartick Chandra Sur and Miss Krishna Sur daughter of the Late Kartick Chandra Sur were jointly and collectively allotted a piece and parcel of land measuring more or less. 4 Cottahs 1 Chittack comprised in Premises No. 51, B. T. Road, P.S. – Cossipore, Kolkata – 700050 and also 13 Cottah land more or less comprised in Premises No. 53 and 54A, B. T. Road, Kolkata – 700050, and the same were mentioned in the Schedule – 'A' and shown in a mpa or plan annxed with the said final decree in T. S. No. 54 of 1969, passed by the 1st Court of the Ld. Assistant District Judge Alipore, 24 Parganas.

AND WHEREAS during the pendency of the said suit and before the final decree was passed as referred hereinabove Smt. Malina Sur died intestate on 14/10/1990 leaving behind her surviving two daughters namely Smt. Deepali Mallick and unmarried Miss Krishna Sur as her legal heirs and successors AND the undivided one third share of the said deceased Malina Sur devolved upon her said two daughters in undivided equal shares.

AND WHEREAS by virtue of the said final decree as partly recited hereinabove the said Smt. Deepali Mallick and Miss Krishna Sur jointly became the absolute owners in undivided equal shares in respect of the said total land measuring more or less 4 (Four) Cottah 1 Chittacks being the combined portion of Premises No. 51, B. T. Road, Kolkata – 700050 with all right title and interest and mutated their names in the assessment record of the Kolkata Municipal Corporation.

AND WHEREAS on 09/08/2006 one of the co-owner Deepali Mallick died intestate leaving behind her only son Kaustav Mullick is the legal heirs and successors of Late legal heirs and successors of Late Dipali Mallick.

AND WHEREAS the aforesaid Miss Krishna Sur and Kaustav Mullick became the joint owner of undivided equal shares in respect of the said total land measuring more or less 4

(Four) Cottah 1 (One) Chittack being the combined portion of Premises No. 51, B. T. Rond, Kolkata – 700050 and mutated their names in the assessment record of Kolkata Municipal Corporation and paid all taxes in their names.

AND WHEREAS one co-owner Miss Kirshna Sur died intestate on 28/02/2019 she was unmarried in her life time.

AND WHEREAS the said Kaustav Mullick has become the absolute owner of the said Premises No. 51, B. T. Road, Kolkata – 700050 total land measuring about 4 (Four) Cottals 1 (One) Chittacks more or less and mutated his name in the assessment record of Kolkata Municipal Corporation as absolute owner and paid all taxes in his name being Premises No. 51, B. T. Road, P.S. – Cossipore, Kolkata – 700050, under Ward No. 2, being Assessee No. 110020100059, within the jurisdiction of P.S. – Cossipore now Sinthee, morefully mentioned in the Schedule "A" hereunder written and are now seized and possessed of and/or otherwise well and sufficiently entitled to the said property and enjoying the same peaceably freely absolutely and without any interruptions from any corners together with right to sell, convey and transfer the same to any intending purchaser or purchasers at any consideration or under any terms and conditions as the he think fit and proper.

AND WHEREAS above names of the Vendor have got absolute right, title and interest in respect of the Schedule property which fully described in Schedule herein the written and hereafter called the said property is free from all sorts of encumbrances and absolutely seized and possessed of and/or otherwise well and sufficiently entry entitled to the Property which is morefully described in the Schedule given hereunder.

AND WHEREAS the First Part/Owner is willing to construct a new building after develop the land fit and proper to construct a new building.

AND WHEREAS the first part /owner is having no sufficient means and/or financial capacity for the construction of a new building on the Schedule premises.

AND WHEREAS the Second Parties/Developer has agreed to develop the said property by constructing a new building according to Sanction Plan of the Kolkata Municipal Corporation upon the Schedule premises with object of exploiting the same commercially.

AND WHEREAS the first party having the beneficiaries with all right, title and interest of the property hereto confirm notify and consent the Second Parties/Developer for the promotion of the Schedule property on the terms and conditions as set forth hereunder.

OWNER'S REPRESENTATION

- 1. The Owner is absolutely seized and possessed of and/or sufficiently or otherwise entitled to the said property.
- 2. That the Schedule property is free from all encumbrances liens, lispendense, attachment and acquisitions, requisitions whatsoever.
- 3. The immediately on signing this agreement the owner will deliver the peaceful vacant possession of the Schedule property to the Developer for taking necessary action for promotion and completion of the building/structure.
- 4. The Owner here grant exclusive right to the Developers to built upon and to exploit commercially the said property by construction an new building on the said land and also recreate of development of land according to the sanctioned plan of Kolkata Municipal Corporation as well as the terms and conditions stated hereunder. If any variation is done, Developer will be responsible for Revised Sanctioned Plan.
 - 5. That the owner if necessary on the demand of the Developer shall sign all the necessary papers for the purpose of the construction of the building or the Schedule premises.
 - 8. That the owner if necessary shall sign the plan to be submitted by the Developer to the Kolkata Municipal Corporation of the due sanction in orders to carry out consideration work. If any variation is done, Developer will be responsible for Revised Sanctioned Plan.
 - 9. That the time of execution of this agreement the owner shall deliver all original title deed and other original documents handover/deliver to the Developer herein which was decided by the both the parties.
 - 10. That the building sanction plan will be showing by the Developer to the Owner of the said premises before developing building.

OWNER'S OBLIGATIONS

1. That the owner hereby agree and covenant with the Developer not to cause any interfering or hindrance in the construction of the said building by the Developers on the Schedule property.

- 2. That the owner hereby agree and covenant with the Developer not to do any act or deed or things whereby the Developer may be prevent from selling, assigning and/or disposing of any of the Developer allocated portion in the new building on the Schedule property, after make over the owner allocation.
- 3. That the Owner hereby agree and covenant with the Developer not to let out, grant lease and/or change the said property or any portion thereof without consent in writing of the developers during the period of construction as well as of this Agreement.
- 4. Upon completion of the said new building the owner shall execute such deed of conveyance in such part or party as necessary in favour of the Developer or its nominee respect of Developer' allocated portion.

OWNER'S ALLOCATION

- 1. That the aforesaid owner Sri Kaustav Mullick is allotted as following manners:-
- (a) Covered Area 525 Sq.ft. more or less on the Ground Floor North-East side rare back portion of the proposed new G+4 storied building including proportionate share of stair case and Lift.
- (b) Covered Area about 570 Sq.ft. on the First Floor Front side South West side of the proposed new G+4 storied building including proportionate share of stair case and Lift.
- (c) One Self-contained Flat measuring Covered area 1115 Sq. ft. on the Third Floor, Northern side of the proposed new G+4 storied building including proportionate share of stair case and Lift.
- (d) One self contained flat measuring covered area 527 Sq.ft. more or less on 4th Floor South East side in back portion of the new G+4 storied building including proportionate share of stair case and Lift.

including undivided proportionate share of land from total 4 (Four) Cottahs 1 (One) Chittack more or less together with the easement right in common passage both inside and outside of the building of total common roof right of the building undivided proportionate share of staircase together with right to use and enjoy the common area and facility being the said flat lying and situated at Premises No. 51, B. T. Road, P.S. – Sinthee, Kolkata – 700050, within Ward No. 002, under the limits of Kolkata Municipal Corporation, being Assessee No. 110020100059, Division – I, Sub Division – 14, Mouza– Sinthee Uttarpara, Dihi - Panchannagram, District North 24 Parganas, within the jurisdiction of A.D.S.R. Cossipore Dum Dum.

- (d) The Developer will pay of Rs.30,00,000/- (Rupees Thirty Lakh) only as a refundable security money to the owner as following manner:-
- Developer has already paid sum of Rs.15,00,000/- (Rupees Fifteen Lakh) only on 04/02/2020 by RTGS.
- ii) The Developer shall pay Rs.2,00,000/- only at the time of execution of this Development Agreement
- iii) The Developer shall pay balance sum of Rs.13,00,000/- after getting sanctioned building plan from KMC of the Schedule premises.

It must be noted that the Owner Sri Kaustav Mallick will Return back the security money of Rs.30,00,000/- to the developer within 30 days from the day of receiving his possession in the new G+4 storied building on the Schedule premises as per Development Agreement.

- The Owner shall be entitled to transfer or otherwise with the Owner allocated portion in the new building to be constructed as abovewithout any neither interference/hindrance by the Developer.
- 3. That the all owner shall be entitled to the absolute ownership of owners' allocation in the proposed new building which the all owner shall be entitled to sale, transfer, lease, Gift, Mortgage let out and/or otherwise deal with the name as fit and proper and for that purpose shall be entitled to enter into any kind of agreement, Sell Deed, Gift Deed with ay party/parties in respect of the portions to be allocated to the Owner allocation.

DEVELOPER'S ALLOCATION

That the balance constructed (except owner allocation mentioned area) area i.e. the rest portion of said new proposed G-4 storied building including undivided proportionate share of land from total 4 (Four) Cottahl (One) Chittacks more or less together with the easement right in common passage both inside and outside of the boiling of total common roof right of the building undivided proportionate share of stair case and lift together with right to use and enjoy the common area and facility of the new proposed G+4 storied building lying and situated at Premises No. 51, B. T. Road, P.S. – Cossipore now Sinthi, Kolkata – 700050, under Ward No. 2, under the Kolkata Municipal Corporation, Dihi Panchannagram, being Assessee No. 110020100059, Division – I, Sub Division – 14, Mouza – Sinthee Uttarpara, District North 24 Parganas within the jurisdiction of A.D.S.R. Cossipore Dum Dum wil be developer's allocation which was decided by Owner and the Developer.

DEVELOPER OBLIGATIONS

- 1) That the developer fully responsible to temporary shifting of the owners and all cost of temporary shifting for rent will be paid by the developer till handed over the possession of their allotted flat provided by the developer.
- 2) If any variation will be done by the Developer, the developer will be responsible for that and the owners shall not be responsible for the same.
- 3) The Developer will handed over the possession of the Owners' Allocation within 30 months from the sanction of building plan and/or within 30 months from the getting peaceful vacate possession of the owners to the Developer herein.

DEVELOPER RIGHTS

- 1) That the Developer shall be entitled to absolute right to construct a new building after the amalgamation with the Premises No. 50, B. T. Road, Kolkata 700050 and with any other adjacent plot of land and the Developer shall be entitled to sale, transfer, lease and/or other wise deal with as their deem fit and proper and for that purpose shall be entitled to enter into any agreement with any third party/parties in respect of the portion to be allocated to them except the area allocated to owner.
- 2) The owner hereby against subject to what has been hereinafter provided and exclusive right to the Developer to build upon and to exploit commercially said property and construct the said building of grant plan G+4 storied building in accordance with the sanction building plan with or without any amendment and/or modification there to made or causes to be made by the Developer hereto. If the Developer shall construct extra floor on the proposed G+4 storied building then the Developer shall absolute right to sale, gift, mortgage any types of transfer of the said extra floor area and in that event the Owners or their legal heir or heirs shall not claim or demand of the said extra floor area.
- 3) That Developer shall exclusively entitled to the Developer Allocation (balance of total constructed area of the said new building except Owners allocation) with exclusive right to transfer or otherwise deal of dispose of the same without any right claim or interest therein whatsoever of the owner and owner shall in any way interfere with or disturb the quiet and peaceful possession of the Developer' Allocation at the time of when the said agreement has been executed which was admitted by the owner.

- 4) That the Developers shall be entitled to the absolute ownership of the remaining portion after allocating the owner share in the new building which the developer shall the entitled to sale, transfer, lease, mortgage and/or other wise deal with as their deem fit and proper and for that purpose shall be entitled to enter into agreement with any there party/parties in respect of the portions to be allocated to them except the area allocated to owner.
- 5) That the Developer shall at liberty to advertise on the paper for sale of the flats to be allocated to him and to employed engineer, Architects, darowan, caretaker for the safety of the project and to negotiate with the prior for sale of flat to fix the price of the flat to enter into agreement for sale for the intending buyers and to do acts and thing necessary for the sale of the flat of just allocation and the owner at the cost and expenses of the Developers shall counter sign the necessary deeds with intending buyer & execute the deeds of sale in their favour when over necessary without any objection whatsoever.
- 6) If any variation will be done by the Developers the developer will be responsible for that the owners shall not be responsible for that.

PROCEDURE

- The Developer shall at their own cost, construct the building as will be sanctioned, permitted and/or approved by the Kolkata Municipal Corporation and/or other competent authority.
- 2. The Developer shall complete the construction otherwise complete the transaction within 30 (thirty) months from the date of obtaining sanctioned plan or obtaining the vacant possession of the said premises after satisfying the owner good rented accommodation with allotment 30 months agreement. The time will not be extended if the said Developer fails to deliver the owner allocate flat/allocation within 30 (thirty) months from the date of obtaining sanctioned plan or obtaining the vacant possession of the said premises the Developer responsible for pay demurrage charges to the owner, which will be negotiated between both the parties.
- The design and the nature of the building and the materials to be used shall be according to the standard specification and the owner shall not be responsible for any latches.
- All cost, charges and the Developer shall discharge expenses including Architects' fees and the Owner shall have no responsibility in this context.

COMMON RESTRICTIONS

- The Owner shall not use of permanent use of the owner allocation in the new building or any portion thereof for carrying on any unlawful or illegal and immoral trade or activity not use thereof for any purpose which may cause any nuisance here to the other occupiers of the new building.
- Neither party shall demolish or permit demolition or any wall or other structure in the
 respective allocation or any portion thereof or make any structural alteration therein
 without the previous consent shall not be with held unreasonable.
- The Occupiers shall not use or permit the use of their allocated areas in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity not permit the use thereof for any purpose.

RATES AND TAXES

Until completion of the new Building the Developer shall be responsible for the payment of all Municipal Rates, Taxes and Other tax to be done for the period of aforesaid promotion work starting from the date of handed over recent possession of the said property by the Vendor therein.

MISCELLANEOUS

- The owner hereby agrees to indemnify the Developer against all actions, suits, acts
 proceeding and claim that may arise out of the Owner TITLE in the said property
 cause any nuisance and/or harassment to the other occupier of the Building.
- 2. None of the occupiers shall demolish or permit demolition of any of the main structure in their allocated portion or any party thereof.
- 3. None of the occupier shall transfer or permit of their allocated areas or any portion thereof unless:
 - a) The transfer shall have observes and performed all the terms and conditions on the part of the transfer of to be observed and/or permitted according to the terms and conditions hereof.
 - b) The transfer shall have paid all money to be paid by the transferor according to the terms and conditions hereof.
 - c) The transferor shall have paid all money to be paid by the transferor according to the terms and conditions hereby and the terms and conditions of the Scheme that may be framed for management of the Building.
- 4. The owner shall abide by all laws, bye laws rules and regulations of the Government Authorities, Local Competent Authorities organization and bodies as the case may be

- and shall attend to, answer for and be responsible for any deviation and/or breach of any of the aforementioned laws, Bye laws and regulations in this context.
- 5. It is understood that from time to time to facilitate the construction of the building by the DEVELOPER, various Deed Matters and things not herein specified may be required to done by the Developer and various application and other document may be required to be signed or made by the OWNER relative to which specific provision may not have made herein the Owner hereby authorities the Developer to do all such acts, deeds matter and things that may be required to be done by the DEVELOPR and owner shall execute a registered Development Power of Attorney in favour of the Developer as may be required by the Developer for the purpose the owner also undertake to sign and execute all such addition applications and other documents as the case may be provided that all such acts, deed matter and things do not in any was infringe on the rights of the owner and/or goes against sprit of this agreement and also conveyance deed on behalf of the owner.
 - Any notice required to be given by the Developer shall without prejudice to any other
 mode of service available shall be deemed to have been served on the owner if
 delivered by hand or sent by registered post.
 - Both the parties will be entitled of the provision of the specific performance of contract act if the other party defaults or fails.
 - 8. The party hereto shall not be considered to be liable for any obligation hereunder to the context the performance of the relative obligation is prevented by the existence of force major.
 - For a Major shall mean flood earthquake riot, what storm tempest Civil Commotion, strikes Lock out and/or any other act or commission beyond the control of the Parties hereto.
 - 10. In case any dispute difference of question arising BETWEEN the parties hereto with regards to this Agreement, the same shall be referred to ARBITRATION under the provision of Arbitration and Conciliation that and/or statuary modification and/or enactment's
 - 11. The courts at Calcutta shall have the jurisdiction to entertain try and determine all action, suits and proceeding arising out of these between the parties hereto.

COMMON FACILITIES

Common facilities shall mean and include, corridors airways staircase room passage, lobby and other space including top roof and Lift and facilities whatsoever, required for the enjoyment, maintenance and/or management or the new buildings or part thereof.

ARTICLES - X OWNER'S OBLIGATIONS

The owner hereby agree and covenant with the Developers not to do any act deed or thing whereby the Developers may be prevented from selling, assigning and/or disposing of any of the Developer Allocation in the building at the said property.

The Owner hereby agree and convenient with the Developer not to cause any interference or hindrance in the construction and completion of the said building at the said property by the Develop during the period of consideration.

The owner shall not let out grant lease, mortgage and/or charges the said property or any portion thereof without the consent in written of the Developer during the period of construction.

The Owner hereby agree and undertake that the owner shall cause to join such party or parties to in the Deed of Conveyance as Vendor or confirming parties at their own costs and expenses as to transfer to the Developer allocation.

To enable the Developer to Develop the said property the owner shall execute in favour of the Developer or its nominee or nominees a registered Development Power of Attorney.

ARTICLE XVI - MISCELINIOUS

All applications, revise plan/conversion, extension of building and other papers and documents as may be required by the Developers for the purpose of obtaining necessary sanction from the Kolkata Municipal Corporation and/or appropriate authorities shall be prepared and submitted by the Developer on the behalf of owner and the said owner always willingly ready to sign all necessary documents/papers and co-operate with the developer and also give permission to developer for the same and all costs and expenses shall pay and bear all fees including Architect's fees, charges

and expenses required to be paid by Developer for exploitation of the said property PROVIDED HOWEVER that the Developer shall be exclusively entitled to all refunds of any or all payments and/or deposits made by the Developer.

The Developer shall be entitled to negotiate with prospective buyers and/or purchasers for sale of flats and other areas comprising in the Developer's Allocation as also enter into Agreement for Sale with the intending purchasers and to receive earnest money thereof and/or receive the full consideration amount towards sale of Developer's Allocation and appropriate the same and the owner hereby confirm that the owner hereby confirm that the owner shall have no claim or demand over the said consideration or amounts.

The owner confirm and undertake if so required by the Developer the owner shall sign as confirming party to all agreement and other documents of transfer that may be entered into by the Developer for the sale and/or otherwise transfer on the flats in the said building of the Developer allocation without raising any objection and claiming any additional consideration money.

COMMON EXPENDITURE

The expenditure to be paid mutually in equal proportionate for the maintenance of common area of the building time to time and the details of which shall be said down in the final Deed of Conveyance.

That the cost of additional work, and conversion charges of Kolkata Municipal Corporation will be borne by the Owner as per his allotted portion in Owner's Allocation.

The Developer/Promoter can do or may/will take loan/intending purchaser of his allocation portion from any institute/Bank's/person's or Financier the Developer allocation of share shall deposit Schedule property be responsible for they liability and the said owner shall not responsible and/or liable for any financial or other liabilities arising out of any suit describe below and also the owner have no liability objection.

Schedule of the common obligations / Rights:-

- Stairs, stair case, Landings, paths, entrance way, top roof, terrace, parapet walls, corridors boundary walls, gates etc.
- Foundation beams, vertical and lateral supports main walls, common walls, boundary walls, and main entrance gate of the building.
- 3. Main gate of the premises and common passage.
- 4. Each room contains the suitable and certain points of electricity and windows should made by steel frames, glass fittings which is described in the 'flat allocation'.
- Installation of common service viz. Electricity, waters pipes, sewerage's, rain water pipes.
- 6. Septic tank on the ground floor for use of all flat owner of the building.
- 7. Common staircase, landing, spaces lobbies, and proportionate roof right etc.
- 8. Lighting in the common spaces, passage, staircase including fixture and fittings.
- 9. Common electric meter installations.
- 10. All open to sky space surrounding the said building.
- 11. Tap water with pump and overhead reservoir Tank.
- 12. Lift & Lift Room.
- 13. All other parts of the said building necessary for its existence maintenance and safety for normally in common use of the owner in the respective flats.
- 14. In additional work to the total consideration mentioned as aforesaid vendors will further pay a sum of Rs./- only to the Developers accordingly both the parties hereby agreed for the same.

The vendors shall pay the proportionate amount for enjoying electrical energy as per their consumption as per the submitter reading to the Developer/promoter till the installment of the new meter in his own name. The vendor also make arrangement for installation of new meter in his own name at his own cost and the vendor will co-operate with the purchaser by giving its consent in all respect.

Schedule for common expenses :-

- All costs of maintenance, operation, replacing white washing, painting, re-building, reconstruction, re-decoration and lighting the common parts.
- 2. Cost of cleaning and lighting the passages, landing, staircases and other part of the building as enjoyed used by purchaser in common as aforesaid.
- 3. All charges and deposit for supplies common utilities of the all flats or apartment owner.

- Municipal taxes, owner will be outgoing taxes etc. sum those separately assessed in the consignee of other co-owner and/or flats or apartment owners.
- 5. All other expenses and outgoing as one incurred for the purpose of aforesaid deemed by the assignee to be necessary or incidental to the common purpose, maintenance cost will be notified after possession of the flat.

The Developers /promoter shall not be responsible for any extra work for fittings and/or addition alteration, modification, and/or any variation of the aforesaid said flat.

THE FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

ALL THAT piece and parcel of bastu land area 4 (four) cottahs 1 (one) chittacks more or less with structure and 600 sq.ft. old structure lying and situated at premises No. 51, B.T. Road, P.S. Cossipore now sinthi, Kolkata – 700 050, under ward No. 002, under the Kolkata Municipal Corporation, being Assessee No. 110020100059, Division – 1, sub- division – 14, Mouja - Sinthee Uttarpara, Dihi - Panchannagram, District North 24 parganas, within the jurisdiction of A. D. S. R. O. Cossipore Dum Dum, with common passage and all facilities with Easement right to butted and bounded as follows:-

North: By 50, B.T. Road;

South: By 51/1, B. T. Rood;

East: By 173B, South Sinthi Rood and 51/1, B. T. Road

West: By B.T. Rood;

THE SECOND SCHEDULE ABOVE REFERRED TO (OWNER'S ALLOCATION)

- 1. That the aforesaid owner Sri Kaustav Mullick is allotted as following manners:-
- (a) Covered Area 525 Sq.ft. more or less on the Ground Floor North-East side rare back portion of the proposed new G+4 storied building including proportionate share of stair case and Lift.
- (b) Covered Area about 570 Sq.ft. on the First Floor Front side South West side of the proposed new G+4 storied building including proportionate share of stair case and Lift.
- (c) One Self-contained Flat measuring Covered area 1115 Sq. ft. on the Third Floor, Northern side of the proposed new G+4 storied building including proportionate share of stair case and Lift.

(d) One self contained flat measuring covered area 527 Sq.ft. more or less on 4th Floor South East side in back portion of the G+4 storied building including proportionate share of stair case and Lift.

including undivided proportionate share of land from total 4 (Four) Cottahs 1 (One) Chittack more or less together with the easement right in common passage both inside and outside of the building of total common roof right of the building undivided proportionate share of staircase together with right to use and enjoy the common area and facility being the said flat lying and situated at Premises No. 51, B. T. Road, P.S. – Sinthee, Kolkata – 700050, within Ward No. 002, under the limits of Kolkata Municipal Corporation, being Assessee No. 110020100059, Division – I, Sub Division – 14, Mouza– Sinthee Uttarpara, Dihi - Panchannagram, District North 24 Parganas, within the jurisdiction of A.D.S.R. Cossipore Dum Dum.

- (d) The Developer will pay of Rs.30,00,000/- (Rupees Thirty Lakh) only as a refundable security money to the owner as following manner:-
- i) Developer has already paid sum of Rs.15,00,000/- (Rupees Fifteen Lakh) only on 04/02/2020 by RTGS.
- ii) The Developer shall pay Rs.2,00,000/- only at the time of execution of this Development Agreement
- iii) The Developer shall pay balance sum of Rs.13,00,000/- after getting sanctioned building plan from KMC of the Schedule premises.

It must be noted that the Owner Sri Kaustav Mallick will Return back the security money of Rs.30,00,000/- to the developer within 30 days from the day of receiving his possession in the new G+4 storied building on the Schedule premises as per Development Agreement.

THE THIRD SCHEDULE ABOVE REFERRED TO (DEVELOPER'S ALLOCATION)

That the balance constructed (except owner allocation mentioned area) area i.e. the rest portions of said new proposed G+4 storied building including undivided proportionate share of land from total 4 (Four) Cottah 1 (One) Chittacks more or less together with the easement right in common passage both inside and outside of the building of total common roof right of the building undivided proportionate share of stair case and lift together with right to use and enjoy the common area and facility of the new proposed G+4 storied building lying and situated at Premises No. 51, B. T. Road, P.S. – Cossipore now Sinthi, Kolkata – 700050, under Ward No. 2, under the Kolkata Municipal Corporation, Dihi Panchannagram, being

Assessee No. 110020100059, Division – I, Sub Division – 14, Mouza – Sinthee Uttarpara, District North 24 Parganas within the jurisdiction of A.D.S.R. Cossipore Dum Dum will be the Developers Allocation

THE FOURTH SCHEDULE ABOVE REFERRED TO (SPECIFICATION OF WORK)

a) Structure :- The building will designed of R. C. C. frane structure.

b) Walls :- Outer Walls 8" thick, walls between two falls 5" thick inner walls 3" thick.

c) Floors :- Floor Tiles with 6" skirting

d) Windows :- Sliding Aluminum frame with plan glass & Guard Grill with accessories.

e) Doors :- All Door frame finish by Sall Wood and main door palla finish by wooden door and other door will be flash door with other accessories.

f) Sanitation :- Floor Tiles/Marble toilet shall be provided with Tap, Shower with three in one mixture, One White Indian Pan/Commode and commode Shower. Toilet walls will be finished by glaze tiles upto 6'-0' (six feet).

Kitchen :- Floor Tiles, slab will be covered by Black stone with two point of tap water and one exhaust fan hole. Kitchen tap water and one exhaust fan hole. Kitchen walls will be finished by Glazed Tiles upto 3'-0" (three feet) on the slab and one steel sink.

h) Interior walls:- All walls shall be sand and cement plaster with putti.

i) Dining :- Furnished with white Stand Basin

j) Electrical :- In total 20 (twenty) points will be provide in each flat.

k) Water system :- Corporation Tap water storage tank shall be provided at roof.

1) Sewerage :- Safety Tank and Water Reservoir in Ground Coverage Area.

1. The said owner according to the discussion between owner and Developer the said owner shall pay all extra cost of work like: A.C. Point, Internal Paint, Collapsible Gate and loft, personal electric meter and service meter.

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

SIGNED, SEALED AND DELIVERED

In the presence of WITNESSES hereof:

(1) Nelai Porel 4 Jadar ch. Ghoshlane 12ul - 36

(2) Razajit Shareson. 100, s. S. Road

For. BALAJI CREATION

Tittes Biwas Somker Del. Kishitish Ch. Vonchadya

SIGNATURE OF THE DEVELOPER

Drafted by :-

Advocate

High Court Calcutta

Enrolment No. F-673/628/2015

MEMO OF CONSIDERATION

RECEIVED a sum of Rs.17,00,000/- (Rupees Seventeen Lakh) Only from the above named Developer.

Date	Cheque No./RTGS	Bank Name & Branch	Amount
01/02/2020	RTGS	Allahabad Bank Cossipore Branch	Rs.15,00,000/
15.12.20	in Cash.		Rs.2,00,000/-
		Total	Rs.17,00,000/-

WITNESSES:-

(1) Netai Porel 4. Jadar ch. Ghrsh Lave Kol-36



Govt. of West Bengal Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-202021-016739638-1

GRN Date: 14/12/2020 18:26:55

BRN:

CKO7176403

Payment Mode

Online Payment

Bank:

State Bank of India

BRN Date:

14/12/2020 18:27:42

DEPOSITOR'S DETAILS

ld No.:

2001655025/2/2020 [Query No./Query Year]

Name:

Contact No.:

BISWAS CONSULTANCY

Mobile No.:

+91 9239880397

E-mail:

Address:

101C SOUTH SINTHEE ROAD

Applicant Name:

Mr RANAJIT SHAW

Office Name:

Office Address:

Status of Depositor:

Others

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

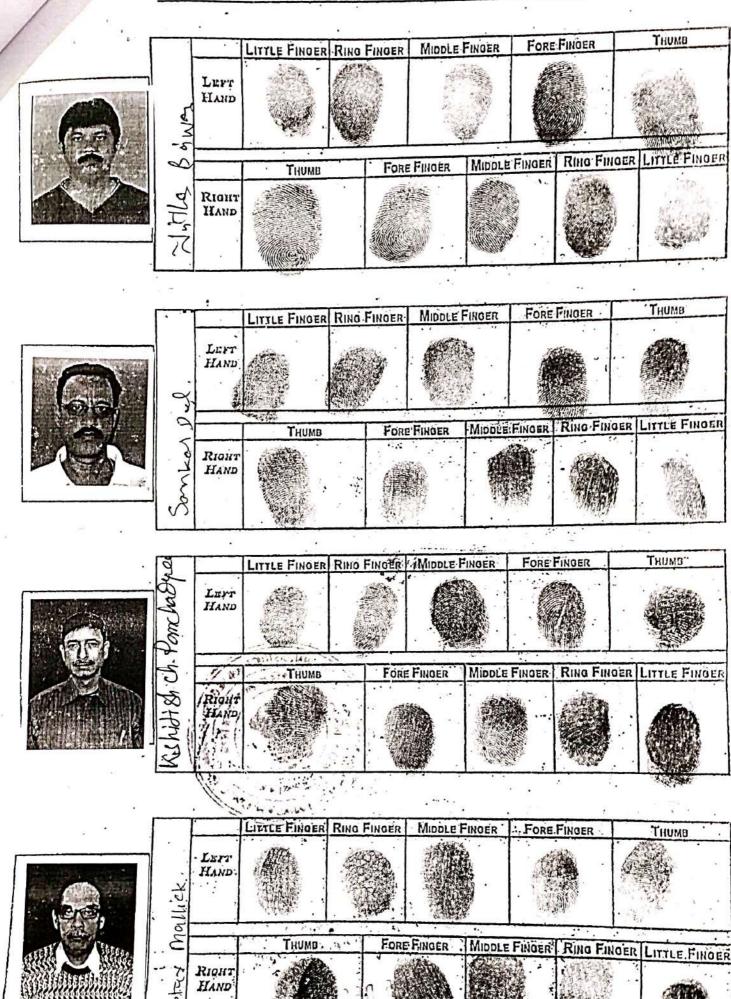
No.	No.	Description	Head of A/C	Amount[₹
			是"6000000000000000000000000000000000000	
7	2001655025/2/2020	Property Registration- Stamp duty	0030-02-103-003-02	4(
2	2001655025/2/2020	Property Registration-Registration	0030-03-104-001-16	17

In Words:

Rupees Fifty Seven Thousand Twenty Two only

57022

SPECIMEN FORM FOR TEN FINGER PRINTS



आयकर विभाग INCOMETAX DEPARTMENT

भारत सरकार GOVT OF INDIA



स्भायी लेना संख्या कार्ड Permanent Account Number Card

AFPPP9453A

AFPPP9453

चित्रा का नामा Father's Name NANI GOPAL PANCHADHYEE

KSHITISH CHANDRA PANCHADHYEE

बन्ध की सारीम्ब / Date of Birth

02/03/1965





इस कार्ड के खोने / पाने पर कृषया सूचित करें / लौटाएं: आयकर पैन सेवा इकाई, एन एस डी एल 5 वीं मजिल, मंत्री स्टलिंग, प्लॉट न ,341, सर्वे नं. 997/8, मॉडल कालोनी, दीप बंगला चौक के पास, -पुणे – 411, 016.

If this card is lost / someone's lost card is found, please inform / return to.
Income Tax PAN Services Unit, NSDL 5th floor, Mantra Sterling, Plot No. 341, Survey No. 997/8, Model Colony, Near Deep Bungalow Chowk, Pune – 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081 e-mail: tininfo@nsdl co.in

Kchitish Ch. Pomchadejee.



Mitte Binas



Sonkal Del.

आयकर विभाग INCOMETAX DEPARTMENT



भारत सरकार GOVT. OF INDIA

KAUSTAV MALLICK KESHAB CHANDRA MALLICK

*11/02/1966 Permanent Account Number

APIPM6549M

Kaunter Mailick





In case this card is lost / found, kindly inform / return to s Income Tax PAN Services Unit, UTITSI. Plot No. 3, Sector 11, CBD Belapur, Navi Mumbai - 400 614. इस कार्ड के खोने/पानपर कृपया स्चित करें/लीटाएं : आयकर पैन सेवा पुनीट पूर्व अविध्यापन प्राट नं : ३, सेक्टर्स क्रिया प्राट कर्मा क्रिया क्रया क्रिया क्रय क्रिया क्रिया क्रिया क्रिया क्रिया क्रिया क्रिया क्रिया क्रिया

Kourstey Marliet.



For. BALAJI CREATION

Hith Birds Sonkon Del Michitish Ch. Parchadyel:
Partner Partner

Major Information of the Deed

Deed No:	I-1506-07370/2020	Date of Registration 15/12/2020			
Query No / Year	1506-2001655025/2020	Office where deed is registered			
Query Date	10/12/2020 11:57:26 AM	1506-2001655025/2020			
Applicant Name, Address & Other Details RANAJIT SHAW HIGH COURT CALCUTTA, Thana: H 700001, Mobile No.: 7980485196, St		Hare Street, District : Kolkata, WEST BENGAL, PI Status :Advocate			
Transaction		Additional Transaction			
[0110] Sale, Development A agreement	The state of the s	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 17,00,000/-]			
Set Forth value	AND THE STATE OF THE PARTY OF T	Market Value			
Rs. 2/-	THE CONTRACTOR OF THE CONTRACT	Rs. 1,86,97,502/-			
	ts, as suppraised a salar	Registration Fee Paid			
CONTRACTOR OF THE CONTRACTOR O		Rs 17 021/- (Article:E, E, B)			
Rs. 40,021/- (Article:48(g))		from the applicant for issuing the assement slip. (Urban			
Remarks	Received Rs. 50/- (FIFTY only) area)	from the applicant for issuing the assement slip.(Urban			

Land Details:

District: North 24-Parganas, P.S:- Sinthi, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: B.T. Road, Road Zone: (No. 1 to 9, 11,12, 47, 48, 51, 278 -- 283), Premises No: 51, Ward No: 002 Pin Code: 700050

Sch	Plot	Khatian	Land Use Proposed ROR	Area of land	SetForth	Value (In Rs.)	Other Details
L1	(RS:-)	Mumber	Bastu	4 Katha 1 Chatak	1/-	1,82,81,252/-	Property is on Road
	Grand	Total:		6.7031Dec	1 /-	182,81,252 /-	

Structure Details :

Structure Details : Sch Structure No Details	the contract of the contract o			Other Details	
S1	On Land L1	600 Sq Ft.	1/-	4,16,250/-	Structure Type: Structure

4,16,250 /-

1 /-

600 sq ft

Total:

Land Lord Details :

SI	Name, Address; Photo, Finger print and Signature
NO.	Control of the Contro

Shri KAUSTAV MALLICK Son of K C MALLICK Executed by: Self, Date of Execution: 15/12/2020 , Admitted by: Self, Date of Admission: 15/12/2020 ,Place

Names

: Office



Finger Print

Kausty Mallick.

Signature

ARABINDANAGAR, P.O:- MIDNAPORE, P.S:- Kotawaly, District:-Paschim Midnapore, West Bengal, India, PIN - 721101 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: APxxxxxx9M, Aadhaar No: 21xxxxxxxxx0540, Status :Individual, Executed by: Self, Date of

Execution: 15/12/2020

Admitted by: Self, Date of Admission: 15/12/2020 ,Place: Office

Developer Details:

Name, Address, Photo, Finger print and Signature No

BALAJI CREATION

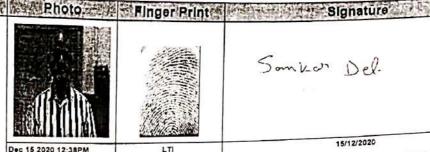
28, Ramlal Banerjee Road, P.O:- BARANAGAR, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700036, PAN No.:: AAxxxxxx3N, Aadhaar No Not Provided by UIDAI, Status : Organization, Executed by: Representative

Representative Details:

Name .	Photo	Finger Print	Signature
Shri TIRTHA BISWAS (Presentant) Son of Late ASIT BISWAS Date of Execution - 15/12/2020, , Admitted by: Self, Date of Admission: 15/12/2020, Place of Admission of Execution: Office			Tithe Bine
	Dec 15 2020 12:38PM	LΠ 15/12/2020	15/12/2020

Bengal, India, PIN - 700002, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx3J, Aadhaar No: 28xxxxxxxx8707 Status : Representative, Representative of : BALAJI. CREATION (as PARTNER)

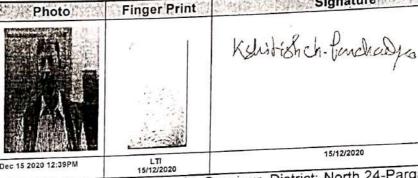
Name Shri SANKAR DEB Son of Late SAMBHU NATH DEB Date of Execution -15/12/2020, , Admitted by: Self, Date of Admission: 15/12/2020, Place of Admission of Execution: Office



Somker Del.

36 RAMLAL BANERJEE ROAD, P.O.- BARANAGAR, P.S.- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700036, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AHxxxxxx0G, Aadhaar No: 29xxxxxxxx4544 Status : Representative, Representative of : BALAJI CREATION (as PARTNER) Signature

Name Photo Shri KSHITISH CHANDRA PANCHADHYEE Son of NANI GOPAL **PANCHADHYEE** Date of Execution -15/12/2020, , Admitted by: Self, Date of Admission: 15/12/2020, Place of Admission of Execution: Office



15E GOPAL CHATTERJEE ROAD, P.O:- COSSIPORE, P.S:- Cossipur, District:-North 24-Parganas, West Bengal, India, PIN - 700002, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx3A, Aadhaar No: 69xxxxxxxxx0211 Status : Representative, Representative of : BALAJI CREATION (as PARTNER)

Identifier Details:

Name	Photo	Finger Print	Signature
Mr RANAJIT SHAW Son of Mr SUKUMAR SHAW HIGH COURT CALCUTTA, P.O:- GPO, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001			Panagil Shaw
	15/12/2020	15/12/2020	15/12/2020 AR DEB, Shri KSHITISH CHANDRA

PANCHADHYEE

	fer of property for L1	- ::: (NI Araa)					
SI.No	From	To. with area (Name-Area)					
1	Shri KAUSTAV MALLICK	BALAJI CREATION-6.70313 Dec					
	fer of property for S1	500	1.		1.00	Ž.	F 6
SI.No	From	To. with area (Name-Area)					
1	Shri KAUSTAV MALLICK	BALAJI CREATION-600.00000000 Sq Ft	141-	9.1			

Endorsement For Deed Number: I - 150607370 / 2020

on 15:12:2020 Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

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

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

Presented for registration at 11:40 hrs on 15-12-2020, at the Office of the A.D.S.R. COSSIPORE DUMDUM 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

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

Execution is admitted on 15/12/2020 by Shri KAUSTAV MALLICK, Son of K C MALLICK, ARABINDANAGAR, P.O. MIDNAPORE, Thana: Kotawaly, , Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by Profession Service

Indetified by Mr RANAJIT SHAW, , , Son of Mr SUKUMAR SHAW, HIGH COURT CALCUTTA, P.O: GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 15-12-2020 by Shri TIRTHA BISWAS, PARTNER, BALAJI CREATION (Partnership Firm), 28, Ramlal Banerjee Road, P.O:- BARANAGAR, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700036

Indetified by Mr RANAJIT SHAW, , , Son of Mr SUKUMAR SHAW, HIGH COURT CALCUTTA, P.O. GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 15-12-2020 by Shri SANKAR DEB, PARTNER, BALAJI CREATION (Partnership Firm); 28, Ramlal Banerjee Road, P.O:- BARANAGAR, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN -700036

Indetified by Mr RANAJIT SHAW, , , Son of Mr SUKUMAR SHAW, HIGH COURT CALCUTTA, P.O: GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 15-12-2020 by Shri KSHITISH CHANDRA PANCHADHYEE, PARTNER, BALAJI CREATION (Partnership Firm), 28, Ramlal Banerjee Road, P.O:- BARANAGAR, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700036

Indetified by Mr RANAJIT SHAW, , , Son of Mr SUKUMAR SHAW, HIGH COURT CALCUTTA, P.O: GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Certified that required Registration Fees payable for this document is Rs 17,021/- (B = Rs 17,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 17,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/12/2020 6:27PM with Govt. Ref. No: 192020210167396381 on 14-12-2020, Amount Rs: 17,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKO7176403 on 14-12-2020, Head of Account 0030-03-104-001-16

stamp Duty required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 20/-, by Rs 40 001/-

ption of Stamp Stamp Type Impressed, Serial no 20293, Amount: Rs 20/-, Date of Purchase 26/11/2020, Vendor name: Mousumi

pescription of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/12/2020 6.27PM with Govt. Ref. No. 192020210167396381 on 14-12-2020, Amount Rs. 40,001/-, Bank. State Bank of India (SBIN0000001), Ref. No. CKO7178403 on 14-12-2020, Head of Account 0030-02-103-003-02

Suman Basu ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM North 24-Parganas, West Bengal

egistered in Book - I olume number 1506-2020, Page from 344033 to 344067 eing No 150607370 for the year 2020.



Digitally signed by SUMAN BASU Date: 2020.12.18 13:06:50 +05:30 Reason: Digital Signing of Deed.

(John

(Suman Basu) 2020/12/18 01:06:50 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM West Bengal.

(This document is digitally signed.)