3427/2020 I-03296/20

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

INDIA NON JUDICIAL

पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL L 477725

31/12/2020

I-1800 342/2020

Certified that the document is accepted for registration. The signature sheet attached with this document is part of this document.

Additional Sub-Registrar
Alipore, South 24 Parganas

31 DEC 2020

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made this the 31st day of Dec Two Thousand Twenty (2020) **BETWEEN**

4822 31 DEC 2020

Sl. No. ..... Dt. ..... Rupees- 500/-

M/S. JKL VIRAAT DEVELOPER LLP.

Address 651/A, Block-O, Narkilpore

Kol-53

P.O. ..... P.S. .....

Vendor Day

Jayanta Day
ALIPORE POLICE COURT
Kolkata-27

4822 - 500 x 1 = 500/

31 DEC 2020

Additional District Sub-Registrar, South 24 Parganas, Alipore

Additional District Sub-Registrar-V
Alipore, South 24 Parganas
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A.R. Basu

A.R. Basu
S/o Late Tarapada Basu
Alipore Police Court
Kol-27

(1) **MRS TANIA GHOSE (PAN NO AOZPC7617N) (Aadhar Card No.7347-1623-3171)**, wife of Mr. Ranadeep Ghose, residing at 23B, Ground Floor, Sardar Sankar Road, Kolkata – 700029, P.S. – Tollygunge, P.O. Sarat Bose Road and (2) **MRS RIMA GHOSE (PAN NO ALHPG9309E), (Aadhar Card No.6626-2351-6844)**, wife of Mr. Amitesh Ghose, residing at 23B, 2nd Floor, Sardar Sankar Road, Kolkata – 700029, P.S. – Tollygunge, P.O. Sarat Bose Road, hereinafter referred to as the **"OWNERS"** (which expression shall unless repugnant to the context includes their successors in interests, Heirs, executors, administrators, legal representative and/or assigns) of the **FIRST PART**.

AND

M/S JKL VIRAAT DEVELOPER LLP (PAN NO AALFJ7707Q) a Limited Liability Partnership Firm incorporated under the LLP Act 2008, having its Registered Office at 651/A, Block – O, New Alipore, Kolkata – 700053 P.O.-New Alipore & P.S.-New Alipore, being represented by two of its Partners (1) **Sri Nirmal Jagwani (PAN No.ADGPJ0212J) (Aadhar Card No.4594-7603-3231)** son of Sri Paras Ram Jagwani, Indian National, residing at 651/A, Block – O, New Alipore, Kolkata – 700053 P.O. New Alipore & P.S. New Alipore, and (2) **Sri Lokesh Kumar Panjwani (PAN No.AIMPP6902A) (Aadhar Card No.2344-8388-1711)** son of Late Sri Gokul Das Panjwani, residing at Rajdeep Apartments, 336/A, S.N. Roy Road, Kolkata 700038, P.O. Sahapur & P.S Behala, hereinafter referred to as the **"DEVELOPER/BUILDER"** (which expression shall unless repugnant to the context includes its Future Partners, Partners Heirs, executors, administrators, legal representative and/or assigns) of the **SECOND PART**.

In this Agreement the following additional expressions shall unless repugnant to the context shall have the meaning assigned thereto:

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(a) **"the said "Land"** means ALL THAT piece and parcel of Bastu land measuring 4 Cottahs, 1 Chittak 30 Sq.ft situated & lying at KMC Premises No.70/1 Pramatha Chowdhury Sarani, Kolkata – 700053 also known as P-540, Block – N, New Alipore, Kolkata – 700053, within Kolkata Municipal Corporation Ward No.81, District – South 24 Parganas, P.S. New Alipore, within the limits of Kolkata Municipal Corporation morefully described in the **FIRST SCHEDULE** ' hereunder written.

(b) **"the Old Building"** means a old dilapidated structures of Brick walls and tin shed measuring 600 sq.ft. more or less, constructed long ago about 65 years back and other temporary structures, constructed on the said land.

(c) **"the said property"** means the said Land together with the brick built building and structures constructed thereon ;

(d) **"the New Building"** means one or more new building or buildings to be constructed by the developer on the said Land in accordance with the Plan that shall be sanctioned by Kolkata Municipal Corporation ;

(e) **"the Plan"** means the building plans for construction of the New Building on the said Land which shall be sanctioned by the Kolkata Municipal Corporation;

(f) **"Parking Space"** shall mean only either in the open land or ground or in any covered space as the case may be in the said property reserved for parking of a motor car/motor cycle.

(g) **"the Saleable Area"** means the flats or units and the car parking areas in the New Buildings which may be exclusively used or enjoyed in conjunction with the Common Areas and the Common Facilities in the New Building.

(h) **"Common areas"** means the floor lobby, staircase, Corridors, lift-well, lift machine room, pump room, common toilets, driveway (but excluding Open Car Parking),

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overhead and underground water reservoir, water pump and motor and other facilities which will be required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building or the buildings, in the said Land.

(i) **"Common Facilities"** means all essential facilities and utilities, such as water, electricity in the Common areas, lifts, plumbing, sanitation, drainage, sewerage in the New Building and shall include all equipments, apparatus, fittings, plumbing required for providing such facilities.

(j) **"the Owners Allocation"** means 50% (Fifty Percent) of the Saleable Areas more or less in the New Building which includes having Commercial / Residential habitable Flats / Showrooms / Commercial space / shops and car parking spaces and to be allocated between the Owners and the developer on an equitable basis unless otherwise mentioned herein, together with proportionate share or interest in the land and the Common Areas and the Common Facilities. It has been mutually decided that the entire Ground Floor, entire 1st (First) Floor and entire 2nd (Second) Floor shall be sold jointly by the Owners and Developer and the Sale Proceeds from the sale of Flats/Showroom/Commercial Space/Shops on the entire Ground Floor, entire 1st (First) Floor and entire 2nd (Second) Floor shall be shared by the Developer and the Owners in the equal 50:50 proportion. Entire 3rd (Third) Floor shall be Owners allocated portion and there will be no say of Developers on that nor the sale proceeds shall be shared by the Developer.

(k) **"the Developers Allocation"** means balance and/or remaining 50% (Fifty Percent) of the Saleable Areas more or less in the New Building which includes having Commercial / Residential habitable Flats / Showrooms / Commercial Space / shops and car parking spaces and to be allocated between the Owners and the Developer on an equitable basis unless otherwise mentioned herein, together with proportionate share or interest in the Land and the Common Areas and the Common Facilities. It has been mutually decided that the entire Ground Floor, entire 1st (First) Floor and entire 2nd (Second) Floor shall be sold jointly by the Owners and Developer and the Sale Proceeds from the sale of Flats/Showroom/Commercial

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Space/Shops on the entire Ground Floor and entire 1st (First) Floor shall be shared by the Developer and the Owners in the equal 50:50 proportion. Entire 4th (Fourth) Floor & Open Terrace shall be Developers allocated portion and there will be no say of Owners on that nor the sale proceeds shall be shared with the owners. The balance Units/Flats/Commercial Space/Showroom etc. if any, except the 3rd (Third) floor which is entirely Owners allocation, shall be allocated between the Owners and the Developer in the equal 50:50 proportion.

(l) **FORCE MAJEURE**: shall mean strike, earthquakes, civil commotion, natural calamities, pandemic, endemic, delay in civil authorities sanctioning/regularizations or other irresistible forces and/or any other circumstances beyond the control of the Developer.

(m) **Word** importing singular shall include plural and vice-versa. Words importing masculine gender shall include feminine gender and neuter gender likewise words importing feminine and neuter gender shall include masculine and neuter genders and similarly words importing neuter gender shall include masculine and feminine genders.

WHEREAS by an Indenture, dated 12.01.1951, duly registered before the Sadar Joint Sub-Registrar, Alipore, and recorded in Book No.I, Volume No.2, Pages from 107 to 113, Deed no.168, for the year 1951, a Society namely The Hindusthan Co-operative Insurance Society Ltd. having its office at 4, Chittaranjan Avenue, in the town of Calcutta, sold, transferred and conveyed All That Bastu revenue free land measuring 9.04 Cottahs be the same a little more or less, being Society Plot No.540, under Block-N of the Society's New Alipore Development Scheme No.XV, being portion of the Port Commissioners surplus land, lying between Diamond Harbour Road and Tolly's Nullah, now within the limits of the Kolkata Municipal Corporation, Ward No.81, under P.S. New Alipore, Sub-Registry/A.D.S.R. Alipore, in the District of South 24-Parganas, more fully described in the Schedule thereunder written unto and in favour of the one Romes Chandra Ghose son of Rai Sahib Panchanan Ghosh and the said Rai Sahib Panchanan

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Ghosh appeared in the said deed as the Confirming Party, confirmed the said transfer in favour of his son, said Romes Chandra Ghose.

AND WHEREAS while the said Romes Chandra Ghose enjoyed the said property, executed and registered his last Will and Testament, dated 16.05.1997, registered at S.R. Alipore, vide Book No.III, Volume No.7, Pages from 289 to 312, Being No.826 for the year 1997, bequeathed his aforesaid property to his two Grand-sons, namely Sri Ranadeep Ghose son of late Pranabesh Ghose and Sri Amitesh Ghose, son of Late Pramatesh Ghose, and the said Romes Chandra Ghose died on 27.04.2001 and upon the death of said Romes Chandra Ghose, the Grandsons namely Sri Ranadeep Ghose and Sri Amitesh Ghose, obtained the Probate of the said Will & Testament of deceased Romes Chandra Ghose, from the High Court at Calcutta, Original side, Testamentary and Intestate Jurisdiction, 26.06.2008.

AND WHEREAS thus the said Grandsons namely Sri Ranadeep Ghose and Sri Amitesh Ghose, became the owners of said land of 9.04 Cottahs be the same a little more or less with tile shed structure therein and mutated their names in the office of the Kolkata Municipal Corporation in respect of the said property, which has since been known and numbered as Premises No.70, Pramatha Chowdhury Sarani, vide Assessee No.11-081-23-00738, Kolkata–700053 and also known as P-540, Block – N, New Alipore, Kolkata–700053, seized and possessed of the same having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS the said Sri Ranadeep Ghose and Sri Amitesh Ghose, out of their natural love and affection, Gifted a portion of the the said land measuring 4 Cottahs 1 Chittack and 30 sq.ft. be the same a little more or less along with tile shed structure measuring 600 sq.ft. out of said land measuring 9.04 Cottahs more or less with structure standing thereon, more fully described in the Schedule hereunder written, to their respective wives, the OWNERS herein namely **SMT. TANIA GHOSE** wife of Sri Ranadeep Ghose, and **SMT. RIMA GHOSE** wife of Sri Amitesh Ghose, all that piece or parcel of the total land measuring more or less 04 (four) Cottahs 01 (One) Chittak and 30 (Thirty) Sq.ft. situated at P-540, Block – N, New Alipore, Kolkata–700053, which has since after KMC separation and mutation process, been known and numbered as

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Premises No.70/1, Pramatha Chowdhury Sarani, Kolkata–700053, with all easement rights over and beneath the common roads and passage now within the Kolkata Municipal Corporation, Ward No.81, by a Gift Deed dated 26.07.2018 registered before the A.D.S.R., Alipore, South 24 Parganas and recorded in Book No. I, Volume No.1605-2018, Pages 158316 to 158342, Being No.160505119, for the Year 2018

AND WHEREAS pursuant to aforesaid process the OWNERS above named Smt. Tania Ghose and Smt. Rima Ghose became absolute joint Owners of the said property measuring 4 Cottahs 1 Chittack and 30 sq.ft. be the same a little more or less along with tile shed structure measuring 600 sq.ft., being Premises no: P-540, Block – N, New Alipore, Kolkata–700053, also known as Premises No.70/1, Pramatha Chowdhury Sarani, Kolkata–700053, morefully described in **FIRST SCHEDULE** as mentioned hereinafter.

AND WHEREAS the Owners of the aforesaid property intend to raise a multi-storied building on the said land but they had neither money nor such expertise to construct the building, approached the developer and the Developer/Builder herein agreed to construct such building at their own costs on the basis of Joint Venture subject to certain terms and conditions. Relying on the representations made by the Owners and believing the same to be true and subject to further investigation being made by the Developer, the Developer entered into an unregistered notarized Developer Agreement dated 03.08.2018 wherein the parties agreed to enter into a Registered Developers Agreement at a later date. Now the Developer has agreed to enter into this registered agreement and develop the Said Premises on the terms and conditions morefully described herein.

A. **On or before the execution of these presents**, the Owners represented to the developer, inter alia, as follows:-

(a) The Owners herein are the absolute Owners of the Said Premises morefully described in the **FIRST SCHEDULE** hereunder written.

(b) The said Property is free from all charges, encumbrances, liens and lispendens except that presently there are 2 (two) tenants in the said land.

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(c) The said Property is not subject to any notice of acquisition or requisition or attachment.

(d) The said property is free from any mortgage to any Bank, Financial Institution and no Bank or Financial Institution proceedings are pending against the said property.

(e) The abstract of title of the Owners of the Said Premises as mentioned hereinabove is true and correct and it is the absolute responsibility of the Owners to provide a marketable title of the Said Premises at their own costs and expenses.

(f) The Owners have not entered into any Developers or Joint Venture Agreement or executed any power of attorney with any other third party before execution of this Agreement.

(g) The Owners shall clear all the corporation taxes and dues including any supplementary bills as may be demanded by the K.M.C. in respect of the Said Premises till the date of execution of this Agreement at its own costs and expenses.

(h) The Owners shall also get the Land filled up with good quality Earth/Soil and construct temporary Boundary Wall in respect of the Said Property before getting the Plan Sanction from Kolkata Municipal corporation at its own costs and expenses.

(i) As informed, the Owners are holding the Said Property as a Stock in Trade and disclosed as Stock in Trade in their Books of Accounts and Financial Statements.

(j) There are no suits and/or legal proceedings and/or litigations pending in any Court of Law involving the question of title to the Said Premises or any part thereof and involving the Owners. The Owners hereby indemnifies the Developer that in the event of any Litigation arises in respect of the said premises regarding title of the premises, the Owners shall settle all the disputes at its own costs and expenses. In such circumstances, the Owners shall also be liable to indemnify the Developer against all Cost, losses and damages whatsoever arising out of any defect in the title of the said premises.

(k) There are no arrears of taxes and/or dues of the Owners with the Income Tax and/or other appropriate body or authorities that may affect Said Premises in any manner whatsoever. Neither the Said Premises nor any part thereof has been attached and/or is

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liable to be attached under any Decree or order of any Court of Law or due to Income Tax. Revenue.

(l) There are no impediments or bar under any law or statute whereby the Owners is prevented from entering into any agreement and/or selling or transferring its right title and interest in the Said Premises and the Owners can execute Deed/s of Conveyance in favour of the Developer and its intended buyers and/or their nominees in respect of the undivided proportionate share of land in the Said Premises.

(m) The Said Premises or any part thereof is at present not affected by any requisition or acquisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings have been received or come to the notice of the Owners.

(n) The Owners are fully and sufficiently entitled to enter into this agreement.

Relying on the aforesaid representations and believing the same to be true, the Developer has agreed to develop the Said Premises and complete the Said Building on the terms and conditions mentioned hereunder

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

1.0. **THE DEVELOPMENT**

1.1. This agreement has commenced on and with effect from the date of execution of this agreement (hereinafter called **"the COMMENCEMENT DATE"**) and shall remain valid till such time all the flats are not sold and handed over to all the purchasers and this Agreement shall remain valid and in force till all obligations of the parties herein towards each other stand fulfilled and performed or till this Agreement is terminated as morefully described in this Agreement.

1.2. The Legal Ownership of the said property shall continue to vest with the owners or their legal heirs/successors, till such time it is transferred to the prospective buyers

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of flats as nominated by the Developer and/or the Owners.. This Developers Agreement is more in the nature for a "Contract for Sale" and not a "Contract of Sale". No right or interest in the said property is conferred on the Developer in any manner whatsoever.

1.3. The Development contemplated in this Agreement shall not be contemplated in the nature of a Partnership as contemplated either under the India Partnership Act, 1932, or Limited Liability Partnership Act 2008 or under the Income Tax Act,1961.

1.4. The Owners Shall be allowed uninterrupted and unhindered right to inspect the Development either in presence of the Developer or with the Permission of the Developer during normal working hours.

1.5. The Developer is hereby given the powers to do all acts, deeds and things for the development of the said property including the rights to enter into agreement for sale and raise finances on the developers share in the development but its power to execute deeds of conveyance in respect of Developers share to its intended flat buyers can be invoked only after the Developer hands over the Owners allocation in a habitable conditions.

1.6. In consideration of the Developer agreeing to construct, complete and deliver as per agreed ratio of the Owner's Allocation, the Owners agrees to transfer its proportionate undivided share in the Said Premises attributable to the saleable areas of the Developer's Allocation to the Developer's nominee/s in such part or parts as the Developer or his nominee/s may desire and hereby further grant the right to develop the said premises. The Owners hereby grants the right of development of the said Land unto and in favor of the Developer herein with the intent and object that the Developer shall after demolishing the Old Building on the said Land and shall construct the New Building thereon in accordance with the Plan sanctioned by Kolkata Municipal Corporation and in accordance with the specifications set out in the **Second**

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Schedule hereunder and at their own costs and expenses and in consideration thereof the Developer shall be absolutely entitled to the Developers Allocation.

1.7. By virtue of the rights hereby granted the Developer is authorized to build upon and exploit commercially the Said Premises by (1) constructing the Said Building and (2) dealing with the Developers area in the Said Building with corresponding undivided proportionate share in the Said Premises (3) negotiating with all the K.M.C., BLLRO Office, Urban Land Ceiling Department, HIRA Department and other Relevant Government Departments of the Said Premises.

1.8. The Development rights granted herein includes the exclusive right, authority and authorization to the Developer to:

a) Hold, occupy, enter upon and use the Said Premises for the purpose of development of the Said Premises by constructing the Said Building there at the costs and expenses and such other development and construction thereon as may be necessary or appropriate;

b) Appoint architects, consultants, contractors, sub-contractors or agents and enter into any agreements for implementing the development and making available the various facilities;

c) Establish, provide or procure, install, construct as the context admits or requires and operate the facilities;

d) Perform soil test of the said premises, appoint Land measurement Agencies and Carry out such other activities incidental to the foregoing or proper or desirable for the safe, efficient and economic implementation and operations of the development work;

1.9. The Developer shall dispose off the waste and/or debris of the Old Building at their own cost and expenses.

1.10. The Developer shall at his own costs and expenses prepare the building sanction plan and/or modified building sanction plan, if required, for the Said Building in the Said

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Premises and shall upon approval from the Owners, have the same sanctioned by the K.M.C. or other appropriate authority for the time being at his own costs and expenses.

1.11. All permissions, approvals, sanctions, no-objections and other statutory formalities for sanction of the building plan and for commencement of construction would be obtained by the Developer at his own costs and expenses, save and except agreed herein and hereunder.

1.12. The Owners hereby agrees to sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatsoever required for such modified sanction and construction as and when required by the Developer to obtain the modified sanctioned building plan from the K.M.C. and to obtain all necessary permissions and/or approvals and/or sanctions as may be necessary or to be required from time to time.

1.13. Simultaneously with execution of this agreement, as mutually decided by both the parties, the Owners shall also execute a Power of Attorney in favor of the Developer authorizing and empowering the Developer to do various acts deeds and things in the name and on behalf of the Owners for obtaining the building sanction plan and/or modified building sanction plan of the Building including additions/alteration/modification thereof and for construction of the New Building and for obtaining various necessary permissions and sanctions from different authorities in connection with or related to the sanction of the building plan and construction and completion of the development and also for pursuing and following up the matter with all authorities in this regard and also for obtaining temporary and permanent connections of water, electricity, drainage, sewerage, gas, lift etc. in the Said Property and also to enter into agreement for sale, with any intending purchaser in respect of proportionate undivided interest in the said Land appertaining to the Developer's Allocation and to sell, transfer and convoy such undivided interest in the Land to the purchasers thereof and to do all other acts deed and things in relation to such undivided interest in the said Land. Such Registered Power of attorney shall be fully binding upon its successors/heirs and persons claiming through them in as much as the

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Developer has an interest in the subject matter of such power of attorney and/or agency.

1.14. While exercising powers and authorities under the Power of Attorney to be granted by the Owners in terms hereof, the Developer shall not do any act, deed, matter or thing which would in any way infringe or prejudicially affect the rights of the Owners and/or go against the spirit of this Agreement. The said Power of Attorneys shall be specific and valid for the purposes it would be given.

1.15. The Developer shall complete construction of the New Building after demolishing the Old Building within 24 (Twenty Four) months from the date of receiving the sanction plan and/or getting possession of the land whichever is later. Subject to force majeure circumstances and for this purpose the time shall be the essence of the contract. However the period of 24 months can be extended by another 6 (Six) months with mutual consent of First and Second Parties.

1.16. The Owners shall also handover the Original Gift Deed dated 26.07.2018 of the said Land and premises to the Developer with the execution of Registered Developers Agreement which shall be required to be shown for verification in various Government Departments and Banks for Project Approval and The Developer shall keep the same in good condition till the completion of the project and shall handover the same to the Owners after completion of Registration of Deed of Conveyance of all the Intended Purchasers of Flats and Car parking spaces out of Developers Allocation.

2.0. **TENANTS**

2.1. The Owners has entered with appropriate arrangements with the Tenants and shall obtained vacant possession of the Tenanted Area at their own cost and expenses before execution of Registered Development Agreement and Registered Power of Attorney.

2.2. The Owners shall also be liable to pay the compensation to the Tenants, if any.

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3.0. **MUNICIPAL TAX**

3.1. The Owners shall bear and pay the entire Municipal Tax of the said Property upto the date of registration of Developers Agreement free of encumbrances and charges. Cost of Rectification Deed of Conveyance, if any, shall also be paid by the Owners in case it is required.

3.2. Upon delivery of the Owner's Allocation, the Owners shall bear and pay the Municipal Tax in respect of the Owner's Allocation and the Developer shall bear and pay the same in respect of the Developers Allocation.

4.0. **NEW BUILDING**

4.1. The New Building shall be constructed in accordance with the sanctioned Plan and specifications set out in the Second Schedule hereunder and the entire costs and expenses for construction of the New Building shall be borne and paid by the Developer and the Owners shall have no liability therefore. However the Owners may make additions/alterations in Owners Allocation with specifications other than set out in the Second Schedule hereunder at their own cost and expenses.

4.2 The Owners hereby authorizes and empowers the Developer and the Developer hereby agrees and undertakes to construct erect and complete the Said Building in accordance with the building plan to be sanctioned by the K.M.C. with any further modification and/or alteration as may be required with all internal and external services amenities fitting and fixtures etc. ready for use and occupation at the cost of Developer.

4.3 All costs, charges and expenses for completion of the project including professional fees and supervision charges of the Architect (save and except agreed hereunder) shall be discharged and paid by the Developer and in this regard the Owners shall have no liability or responsibility.

4.4 The Developer shall at his own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the Owners construct, erect and complete the Said Building in pursuant to the final plan to be sanctioned by the K.M.C. or any other sanctioning authorities with any further additions, alterations and

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modifications as the Developer and the Architect may think fit and proper and as per the specifications mentioned in the **SECOND SCHEDULE** hereunder written and/or as be recommended by the Architects. The decision of the Architects regarding measurements of area constructed and all aspects of construction including the quality of materials as per the specifications shall be final and binding on the parties.

4.5 The Developer shall at his own costs install and erect in the Said Building, lifts, water pumps, water storage tanks, overhead reservoir, water and sewerage connection and all other necessary amenities as per the Specifications.

4.6 The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage etc & charges for the shall be borne by the Developer.

4.7 Till such time the Developer makes over to the Owners its allocation in the Said Building, the Developer shall hold the same for the Owners and shall not in anyway deal with, encumber, alienate or part with possession of the same.

4.8 The Developer shall complete construction of the new building within **24 (Twenty Four) months** from the date of receiving the building plan duly sanctioned by the K.M.C. and/or getting possession of the Land, whichever is later. In case of sanction/regularisation of additional floors by K.M.C. time will be extended further by mutual consent.

4.9 If upon any increase in the floor area ratio by the Kolkata Municipal Corporation or change in the Building Rules or as regularized by the Kolkata Municipal Corporation, if it is possible to make further construction of habitable area over the roof of the New Building or at any other portion of the Land and building thereof, then such new and/or further construction shall be made by the Developer but its entire cost and expenses, except the Construction cost, shall be shared equally by the Developer and the Owners and the Owners allocation and developer's allocation shall also be equal on that additional sanctioned/regularized area on a future date, and for this purpose if the Owners are required then the Owners shall make and sign all further Building Plans and other papers and documents as may be necessary and fully cooperate with the Developer.

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5.0. **CONSIDERATION**

5.1. In consideration of the Developer constructing the New Building and performing other duties and obligations as contained herein, the Developer shall be absolutely entitled to the Developer's Allocations in New Building together with the undivided proportionate share in the said Land and the common Areas and the common facilities including roof of the new building.

5.2. The Owners shall not be obliged to pay any additional cost on account of water pump and other gadgets and fittings and cost of all such equipments, apparatus and fittings shall be deemed to include in the cost of construction of the New Building. The Owners shall however be obliged to bear the Owners Allocated Flats Advocate Fees for preparation of Agreement for Sale for intended buyers, registration of Deed of Conveyance to intended buyers, deposit the security deposit with CESC Limited for obtaining individual electricity meter's Allocation. In case any generator/transformer/water treatment plant is/are installed in the New Building then the Owners shall be obliged to pay proportionate Actual cost thereof at the rate mutually decided by the parties after execution of Registered Developers Agreement.

5.3. Flat/Units/Commercial Space/Shops allocation between the Owners and Developer in the said New Building will be properly determined and demarcated and documentated before registration of this Developers Agreement or within 2 months or as may be mutually decided, from the date of Sanction Plan. However allocation of Covered and Open Garages will be made on Lottery basis to all the purchaser of the Flats in the new Building. It is pertinent to mention here that even after the respective Flats/Units allocation is finalized, both the parties may exchange one or more flats of same size and area by way of executing supplementary agreement, in case of special requirement of any intended purchasers of flat. It has been mutually decided that the entire Ground Floor, entire 1st (First) Floor and entire 2nd (Second) Floor shall be sold jointly by the Owners and Developer and the Sale Proceeds from the sale of Flats/Showroom/Commercial Space/Shops on the entire Ground Floor, entire 1st (First) Floor and entire 2nd (Second) Floor shall be shared by the Developer and the Owners in the equal 50:50 proportion. Entire 4th (Fourth) Floor & Open Terrace on the 4th (Fourth) Floor shall be Developers

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allocated portion and there will be no say of Owners on that nor the sale proceeds shall be shared with the owners. Entire 3rd (Third) Floor shall be Owners allocated portion and there will be no say of Developers on that nor the sale proceeds shall be shared with the Developer. The balance Units/Flats/Commercial Space/Showroom etc, if any, shall be allocated between the Owners and the Developer in the equal 50:50 proportion. The building will be ground plus four storied with lift. The Owners and Developer's allocation of units shall be as per **THIRD SCHEDULE** hereunder.

5.4 Besides the Owners's Allocation as aforesaid, the Developer shall also pay on or before Registration of Deed of Conveyance of intending Purcahsers of Developer Allocation, a sum of Rs.55,00,000/- (Rupees Fifty Five Lacs only) to the Owners as forfeit money. The Developer shall also pay the owners a sum of Rs.10,00,000/- (Rupees Ten Lacs only) as Interest Free Refundable Deposits before the execution of this Agreement. It is made clear herein that this payments of Rs.55,00,000/- as mentioned above is Forfeit Money and the same shall not be treated as adjustable/refundable deposits and shall not be refunded/returned by the Owners to the Developer, except Rs.10,00,000/- as mentioned above which is adjustable/refundable. Any Excess amount paid by the Developers to the Owners shall also be treated as Refundable Deposits which is adjustable/refundable. The Owners herein hereby confirms that any money payable by them shall be paid by them out Rs.55,00,000/- (Rupees Fifty Five Lacs only) forfeit money received by them as mentioned above and the Developers shall not be liable to pay any other person.

5.5 The Developer shall adjust Rs.10,00,000/- refundable security deposit and Rs.10,00,000/- KMC Tax and other Expenses paid by the Developer on behalf of the owners and any extra other refundable amount paid, if any, are receivable or adjustable.

5.8 The Owners and the Developer shall pay the applicable **Goods and Service Tax (GST)/Service Tax/VAT/Income Tax** or any other statutory taxes which has been or will be imposed by the State or Central Governments if required to be paid in respect of their respective allocations and/or areas and shall keep each other absolved in respect thereof and shall be entitled to recover the same from their respective transferees, if any. However Liability of Goods and Service Tax (GST)/Service Tax/VAT/Income Tax in

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respect of Sales Proceeds of Ground Floor and 1st Floor Units and other Joint Sales Proceeds shall be shared equally by the Developer and the Owners.

6.0. **PRE-POSSESSION OBLIGATIONS OF THE OWNERS**

6.1. The Owners hereby agrees and covenants with the Developer that –

(a) The Owners shall not cause any interference or hindrance in the construction of the New Building by the Developer.

(b) The Owners shall not let out, grant, lease, mortgage and/or charge or encumber the said Land or any part or portion thereof without the consent in their writing of the Developer during the period of construction.

(c) The Owners shall permit the Developer, its architect, contractors, engineers, workmen uninterrupted access to the said Land to enable the Developer to complete construction of the New Building.

6.2. The Owners agrees to execute and register appropriate power of Attorney in favor of the Developer or his representative as stated in the Article 1.9 hereinabove subject to the condition that the costs of stamp duty and all other charges on such power of attorney shall be borne and paid by the Developer.

6.3 The Owners agrees to execute and register this Joint Venture Agreement, If at all required at any time by the Developer, subject to the condition that the costs of stamp duty and all other charges shall be borne and paid by the Owners and the Developer as per agreed ratio. Total estimated Cost of such Registered Agreement will be approx Rs.1.25 lacs including professional fees of the Advocates.

6.4 The Owners shall handover the Original Gift Deed dated 26.07.2018 of the said Land and premises to the Developer, which shall be required to be shown for verification in various Government Departments for obtaining KMC mutation Certificate, ULC Certificate, KMC sanction Plan, Various Banks for Home Loan purpose and other Government Department.

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6.5 The Owners hereby undertakes that they themselves or their spouses or their successors and/or nominee/s in their absence shall not cause any hindrances in the construction of the Said Building at the Said Premises and further undertake not to take any action even by the court of law whereby and where the smooth construction of the Said Building is disturbed unless the Developer creates anything detrimental to the development and/or detrimental to the interest of the Owners.

6.6. The Owners further agrees:

(a) To sign and execute all necessary plans, papers, undertakings, affidavits, documents, declarations, agreements and deeds which may be required for sanctioning of the plan and construction of the New Building.

(b) To co-operate with the Developer for construction and completing the New Building.

(c) Not to sell, transfer, alienate or encumber the said Land or Property except her share of allocation in the proposed new building and with the written permission of the Developer.

7.0 **PRE-POSSESSION OBLIGATIONS OF THE DEVELOPER**

7.1. The Developer hereby agrees and covenants with the Owners that -

(a) The Developer shall complete construction of the New Building within a period of 24 (Twenty Four) months from the date of receiving the sanction plan and/or getting possession of the land whichever is later and for this purpose time shall be essence of the contract subject to force majeure Circumstances. However the period of 24 months can be extended by another 6 (Six) months with mutual consent of First and Second Parties. The Sanction Plan will be applied within 1 month from the date of execution of this registered developers agreement, subject to owners providing the developer all the required legal documents as may be demanded by Sanctioning Authorities.

(b) The Developer shall not transfer and/or assign their rights, benefits, duties and obligations under this agreement without prior written consent of the Owners.

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(e) The Developer shall not do any act, deed or thing whereby the Owners is prevented from the enjoying, selling, assigning and/or disposing of any part or portion of the Owners's Allocation in the New Building.

7.2. The Developer agrees to keep the Owners saved, indemnified and harmless from or against any claim or action that may be made or raised by any third party in any matter relating to or arising out of construction of the New Building or discharge of performance of any duty or obligation of the Developer under this agreement.

7.3. The Developer shall be liable and responsible for all accidents, breakdowns or any other loss and damage that may arise or be caused at the time of construction of the New Building and the Owners shall have no liability therefore.

7.4. The Developer shall be at liberty to dig deep tube well and boring with permission of the appropriate authorities and erect other temporary structures in the said Land as may be required or necessary for construction of the New Building.

8.0. **MUTUAL COVENANTS**

8.1. During Construction of the New Building, the Owners shall be at liberty to enter upon and inspect the nature, quality and progress of the construction and the Owners shall also be at liberty to bring to the notice of the Developer any defect or deficiency in quality, workmanship or delay in construction of the New Building.

8.2. The Developer shall give due weight and consideration to all grievances of the Owners and rectify and remedy the same in the best possible manner within reasonable time.

8.3. The Developer shall be obliged to submit the format of the agreements for sale, sale deeds and other transfer documents to be executed by the Developer as the constituted attorney of the Owners to the Owners for their approval. The Owners shall approve the same with or without modification within reasonable time from the date of receipt and in default such formats shall be deemed to be approved by the Owners. It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any areas in the Said Building shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and conditions for the use and

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occupation thereof together with amenities and facilities therein as are stipulated in this Agreement or that would be drafted by the Advocates and verified by the Owners and the parties hereby undertake to each other that neither of them shall deviate from the such restrictions, stipulations, covenants, terms and conditions.

8.4. Both the parties shall execute agreements for sale, sale deeds and transfer documents only in the format approved or deemed to be approved by the Owners as aforesaid.

8.5. Upon the Owners obtaining possession of the Owners's Allocation subject to the special covenants contained in the article 3.0, both the parties shall be at liberty to enjoy their respective allocations without any interference or disturbance from the other party and the parties shall be at liberty to deal with or dispose of their respective allocations in the manner as they may think fit and proper without obtaining any consent of the other party.

8.6. If the developer sells any part or portion of the areas comprised in the Developer's Allocation, the developer shall be at liberty to nominate such person and/or purchasers at the new building land and the Owners shall be liable and obliged to convey and transfer such undivided proportionate share in favor of such person and/or purchaser. In the alternative, the developer by exercising their rights under the power of attorney may execute such sale deed and/or transfer document in the name and on behalf of the Owners as the constituted attorney of the Owners.

8.7. The developer in consultation with the Owners shall frame a scheme for management, administration and enjoyment of all common areas, common facilities and services in the new building. Such scheme may also provide for formation of any company or society or association.

8.8. Nothing contained in this agreement shall be deemed to be a partnership between the Owners and the developer.

8.9. The Owners shall not be liable for any income tax, GST, Service Tax, Sales tax or any other taxes in respect of the developer's allocation which shall be the absolute liability of the developer and like wise the Developers shall not be liable for any income tax, GST,

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Service Tax, Sales tax or any other taxes in respect of the Owner's allocation which shall be the absolute liability of the Owners.

8.10. The Owners shall at all reasonable request of the developer produce the other original title mother deeds of the said property for inspection by the developer and permit the developer to take or make copies thereof and shall also at the costs of the developer produce such title deeds before any court of law or arbitraror as may be required or necessary and shall keep the same safe, unobliterated and uncancelled.

8.11 If the Developer terminates any Agreement for Sale of Developers portion and forfeit any money from the intending Purchaser/s, in that event, the Developer shall be solely responsible for that and the Owners shall not be responsible for the said acts of the Developer and the Owners's Allocation shall not be charged for that. Vise versa if the Owners terminates any Agreement for Sale of Owners portion and forfeit any money from the intending Purchaser/s, in that event, the Owners shall be solely responsible for that and the Developer shall not be responsible for the said acts of the Owners and the Developer's Allocation shall not be charged for that. In respect of the Joint Allocation i.e. entire Ground, entire First Floor and Entire Second Floor, if the Developer receives any advance or earnest money from the intending Purchasers or buyers and fail or neglect to provide service, in that event the Developer shall be responsible and the owners shall not be responsible in any manner whatsoever for the act of the Developer. Similarly in respect of the Joint Allocation i.e. entire Ground floor, entire First Floor and Second Floor, if the Owners receives any advance or earnest money from the intending Purchasers or buyers and fail or neglect to provide service, in that event the Owners shall be responsible and the Developer shall not be responsible in any manner whatsoever for the act of the Owners.

9.0. **POSSESSION.**

9.1. Immediately upon completion of the New Building, the developer shall apply for occupancy certificate of the new building from the municipal authorities and shall also give a verbal/written notice of such application to the Owners.

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9.2. Upon receipt of such notice, the Owners shall have a right to inspect the areas comprised in the Owners's allocation and satisfy themselves with the quality and workmanship of the area comprised in the Owners's allocation. If no dispute is raised by the Owners within fifteen days from the date of receipt of such notice then the Owners shall be deemed to be fully satisfied with the quality and workmanship of the area comprised in the Owners's allocation.

9.3. If the Owners raises any reasonable dispute with regard to the quality of workmanship of the area comprised in the Owners's allocation than the same shall be forthwith mutually and amicably settled and then the Owners shall take possession of the Owners's allocation.

9.4. The developer shall send a Xerox copy of the full completion certificate to the Owners and call upon the Owners to take possession of the Owner's allocation hereinabove within a period of fifteen days from the date of receipt of such notice and the Owners shall be obliged to take possession of the Owner's allocation but subject to satisfaction of the Owner's allocation as aforesaid in clause 9.3. However the Developer may give possession or deemed possession to the Owners of the Owner's allocation prior to obtaining the full completion certificate for Interior decoration of the flats by the intended purchasers of flat as well as for habitual residence.

9.5. The Owners shall be liable and obliged to pay proportionate municipal tax in respect of the areas comprised in the Owner's allocation from the date of possession and/or deemed possession as the case may be.

10.0. **LIQUIDATED DAMAGES AND PENALTY**

10.1. The Developer shall not be treated in default if erection and completion of the new building is delayed due to reasons amounting force majeure or any act of God. The circumstances leading to force majeure shall be such as war, riot, civil commotion, and

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restrictions by the government or any other statutory authorities, pendemic, court order, etc. The acts of god shall include earthquake, flood, fire etc.

10.2. If due to any act on the part of the Developer the construction and completion of the new building is delayed then in that event the developer shall be liable to pay damages at the rate of Rs. 20,000/- (Rupees twenty thousand) per month to the Owners. Such right of the Owners shall be in addition to his right to obtain specific performance of this agreement.

10.3. In case the Owners commits any breach of this agreement, the Developer shall be at liberty to initiate proceedings against the Owners either for specific performance of this agreement or terminate and rescind this agreement and in that event the developer shall also be entitled to appropriate compensation after taking into account of all costs and expenses incurred by the Developer, interest thereon and entire loss of profit. If the Developer commits any breach of this agreement, the Owners shall be at liberty to initiate proceedings against the Developer either for specific performance of this agreement or terminate and rescind this agreement as well as power of attorney and in that event the Owners shall also be entitled to appropriate compensation after taking into account of all costs and expenses incurred, if any, by the Owners and interest thereon.

11.0. **MISCELLANEOUS**

11.1. Unless otherwise agreed the written notice shall be given to the parties by sending the same by speed post or registered post to their last known address.

11.2. All previous agreements and arrangements made between the parties, if any, shall stand cancelled and revoked and substituted by this agreement only.

11.3 In the event of demise any of the Owners or Developers herein, his/her heirs, successor and legal representatives shall be liable to execute necessary agreements, deeds and

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documents on the same terms and conditions of this agreement without raising any objection whatsoever.

11.4 The Courts within the jurisdiction of the Said Premises shall have the jurisdiction to entertain, try and determine all actions, suits and proceedings arising out of these present between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land measuring **4 Cottahs 1 Chittack 30 sq.ft.** be the same a little more or less with an old dilapidated structures of Brick walls and tin shed measuring 600 sq.ft. more or less, being Society Plot No.540, under Block-N of the New Alipore Development Scheme No.XV, being the portion of Port Commissioner surplus land, lying between Diamond Harbour Road and tolly's Nullah, situated at and being part of Premises No.70/1, Pramatha Chowdhury Sarani, Kolkata–700053 and also known as P-540, Block – N, New Alipore, Kolkata–700053, now within the limits of the Kolkata Municipal Corporation, Ward No.81, under P.S. New Alipore, Sub-Registry/ A.D.S.R. Alipore, in the District of South 24-Parganas, together with all easements rights and appurtenances thereto and the said property is clearly shown and delineated in the map or plan annexed hereto and depicted with RED border line therein, being butted and bounded as follows :-

On the North : Pramatha Chowdhury Sarani Road

On the South : Premises No.P-540 & P-541A Block-N, New Alipore

On the East : Premises No.P-539, Block-N, New Alipore

On the West : Premises No.P-540 Block-N (Petrol Pump), New Alipore

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THE SECOND SCHEDULE HEREINABOVE REFERRED TO

(Details of Construction of the New Building with specifications)

SPECIFICATIONS

Notwithstanding anything contained in anything above, the Developers shall ensure the below mentioned specification :

Electrical Points

- **Entrance:** 1 (One) Calling Bell Point.
- **Master Bed Rooms Points:** 2 (Two) Lights Points, 1 (One) Fan Point, 1 (One) Telephone Line, 1 (One) Television Point, 2 (two) 5 Amps Plug Point, 1 (One) 15 Amps Plug Point for A/C, etc.
- **Living Cum Dining**: 2 (Two) Lights Points, 2 (Two) Fans Points, 1 (One) Telephone Line, 1 (One) Intercom Line, 1 (One) Television Point, 2 (Two) 5 Amps Plug Points, 1 (One) 15 Amps Plug Point, etc.
- **Kitchen:** 1 (One) Lights Point, 1 (One) Exhaust Fan Point, 2 (two) 15 Amps Plug Point, 1 (One) 5 Amps Plug Point, etc.
- **Toilet:** 1 (One) Light Point, 1 (One) Exhaust Fan Point, 1 (One) 15 Amps Plug Point for geyser, 1 (One) 5 Amps Plug Point, etc.

Electrical Points on Ground Floor, Lobby, Car Parking, Driveway, Entrance etc – as per Architect Drawing Requirement

SPECIFICATIONS

Notwithstanding anything contained in above, the Developers shall ensure the below mentioned specification :

A.	General	The building shall be of RCC framed structure as per design of the Architect.
B.	Brick Wall	Eco-friendly, premium brickwork with Autoclaved aerated concrete (AAC) blocks and/or red bricks.

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C.	Flooring, Skirting & Dado	All rooms and Drawing/Dining and Verandah are laid with Vitrified Tiles and skirting upto 0'-4" height. All Vitrified Floor Tiles costing not more than Rs.100/- per Sq.ft. Kitchen will have Wall Tiles upto 3'-0" height over table top. Toilets will have anti-skid floor tiles, in wall upto ceiling/beam/false ceiling height with ceramic Glazed Tiles. All Ceramic Wall Tiles costing not more than Rs.75/- per Sq.ft. Water proofing treatment with chemical and Mosaic flooring on the roof.
D.	Interior finishing and ceiling	High/Medium Quality Putty for superior finish.
E.	Exterior finishes Plastering walls Chajjas etc.	Weather coat Paints of superior quality by Nerolac/Asian Paints/Berger, and other effects as applicable.
F.	Door	Door Frame – made of seasoned and treated wood Main Door – Polished Solid Core Flush Doors. Main Door Fittings – Godrej night latch & Eyepiece Internal Doors – Flush Doors with stainless steel fittings
G.	Windows	Aluminum windows of standard rolled Sections with clear glass. All windows shall be provided with integrated M.S. grills with enamel paints.
H.	Toilets	Hanging Commode with flush valve of reputed brand (Jaquar /Parryware) Shower (Jaquar/Grohe)

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		20" X 16" white wash basin of reputed brand(Jaquar /Parryware)
		One Tap with faucet of reputed brand.
		Hot and Cold Wall Mixture in each toilet (Jaquar/Grohe)
		One Washing machine point with inlet outlet point.
I.	Kitchen	Black Granite top cooking platform (with 3' -0" height Glazed wall tiles).
		Stainless Steel Sink.
		One revolving tap of reputed brand (Jaquar/Grohe)
J.	Stair Case	Flooring : Marble floor and skirting as of required height.
		Railing: M.S Railing as per design.
		Suitable rain water pipe for proper drainage of water from roof (PVC).
		Garage will have Tiles flooring, alongwith common passage.
K.	Water Supply	Overhead Reservoir will be provided as per K.M.C. sanction plan with electric pump which will be installed on Ground Floor to deliver water to overhead tank from ground reservoir connected to Municipal Water supply.
L.	Electrical Installation	Separate wiring (Havells/Other Reputed Brands) and separate Meter for each flat
		Separate Electric meter for common areas and facilities.
M.	Compound	Grill gate as per architect design will be provided in suitable place.
N.	Lift	4 or5 Passengers Lift of reputed make – (Kone/Otis/LT)
O.	Compound	Grill gate as per design will be provided in main entrance at Ground Floor and Roof.

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P.	Extra work	Any deviation from the above specification shall be treated as extra work and the Owner/Purchasers shall bear the cost involved therefore, as per the demand of the Developer.
Q.	Extra amenities	C.C.T.V. / Generator / M.S. railing (Balcony)
R	Common Areas	Well Developed Common Lobbies
		Power Backup for Common areas facilities and flats
		Necessary Illumination in all lobbies, staircases & Common Areas
S	Cable Connection	Wiring for DTH cable provider to be fixed by Developer
		Connection to be taken individually by flat/unit owners (at own cost)

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

(Details of Owners and Developer Allocation in New Building)

As per Kolkata Municipal Corporation proposed Sanction Plan, the Building shall be Ground Plus Four Storied Building. Each Floor shall have 1 (One) unit except 3rd Floor which shall have 2 (two) units, totaling to 6 (Six) units in the said new building along with 5 (Five) Car Parkings in the ground floor, 1 (one) each for each floor from Ground to 4th Floor.

Flat Units Allocation Structure between the Owners and Developer.

70/1, Pramatha Chowdhury Sarani, Kolkata – 700053		Allocations
Ground Floor Showrooms		Owners and Developer Joint Allocation
1st Floor		Owners and Developer Joint Allocation
2nd Floor		Owners and Developer Joint Allocation
3rd Floor – 3A		Owners Allocation
3rd Floor – 3B		Owners Allocation
4th Floor & OT		Developer Allocation

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

EXECUTED BY the Owners within named Owners at Kolkata in the presence of:

1. Ramaleef Ghose
23 B, Sarkar Sankar Road
Ground Floor.
Kolkata - 700 029

1. Tanima Ghosh.

2. Lima Ghose

(OWNERS)

EXECUTED BY the JKL Viraat Developer LLP. the within named Developer at Kolkata in the presence of:

1. KHOKAN DEKO
1311 S.N. Roy Road
Kolkata - 38.

1. JKL VIRAAT DEVELOPER LLP
Nirmal Jaguani
Designated Partner / Authorised Signatory

2. JKL VIRAAT DEVELOPER LLP
Designated Partner / Authorised Signatory

(DEVELOPER)

Drafted by
Dilar Ranjan Basu
Alipore Police Court. D.W. 123,
Kolkata-700027.

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MEMO OF CONSIDERATION

RECEIVED of and from the Developer herein the sum of **Rs.65,00,000/- (Rupees Sixty Five Lacs) only** in the following manner :

	Cheque No.	Date	Bank & Branch	Amount
1	RTGS to T.G	03.08.2018	Allahabad Bank Ch.No.010808	10,00,000/-
2	RTGS to R.G	03.08.2018	Allahabad Bank Ch.No.010809	10,00,000/-
3	RTGS to T.G.	31.12.2020		12,50,000/-
4	RTGS to R.G.	31.12.2020		12,50,000/-
5	Cheque (To Debolina Coomer)	28.02.2021	Allahabad Bank Ch.No.010820	10,00,000/-
5	KMC Tax and Other Expenses paid Paid by Developer on behalf of Owners on various dates			10,00,000/-
			Total	**Rs 65,00,000/-**

(Rupees Sixty Five Lacs) only

Witnesses:

1 Ranadeep Ghosh

KHOKAN DEKO

1 Tania Ghosh

2 Lima Ghosh

OWNERS

District Sub-Registrar-V
Alipore, South 24 Parganas

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PHOTO		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name.....

Signature.....

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left hand					
right hand					

Name LOKESH KR. PANJWANI

Signature

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left hand					
right hand					

Name NIRMAL JAGWANI

Signature

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	right hand					

Name.....

Signature.....

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	right hand					

Name.....

Signature.....Tanima Sahana.....

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	left hand					
	right hand					

Name.....

Signature.....Rima Ghose.....

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

GRN: 192020210186717481 | Payment Mode: Online Payment
GRN Date: 31/12/2020 13:31:04 | Bank : ICICI Bank
BRN : 56803762 | BRN Date: 31/12/2020 13:33:11

DEPOSITOR'S DETAILS

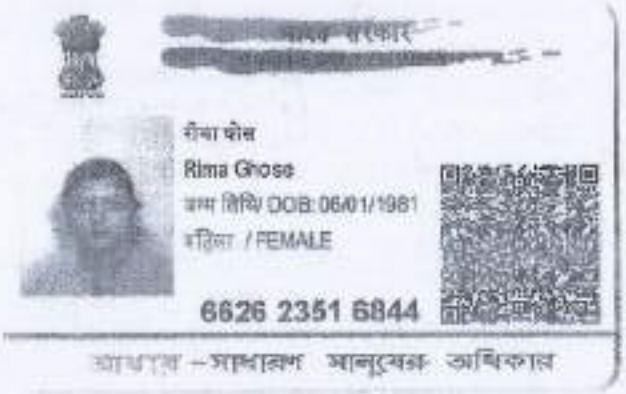
Id No. : 2001800342/1/2020
[Query No./Query Year]

Name : JKL VIRAATDEVELOPER LLP
Contact No. : | Mobile No. : +91 9230111222
E-mail : njagwani@rediffmail.com
Address : 651A BLOCK O NEW ALIPORE KOL 53
Applicant Name : Mr A R BASU
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	2001800342/1/2020	Property Registration- Stamp duty	0030-02-103-003-02	39521
2	2001800342/1/2020	Property Registration- Registration Fees	0030-03-104-001-16	65021
		Total		104542

In Words : Rupees One Lakh Four Thousand Five Hundred Forty Two only



[redacted]

रीमा घोष

Rima Ghose

जन्म तिथि DOB: 06/01/1981

महिला / FEMALE

6626 2351 6844

आधार – साधारण आम आदमी का अधिकार

Rima Ghose

[redacted] पहचान प्राधिकरण
[redacted] INDIA

आधार

पता:
पत्नी: अमितेश घोष,
23/बी, सरदार शंकर रोड,
सरत बोस रोड, कोलकाता,
वेस्ट बंगाल - 700029

Address
W/O: Amitesh Ghose, 23/B,
SARDAR SHANKAR ROAD, Sarat
Bose Road, Kolkata, West
Bengal - 700029

1947
1800 300 1947

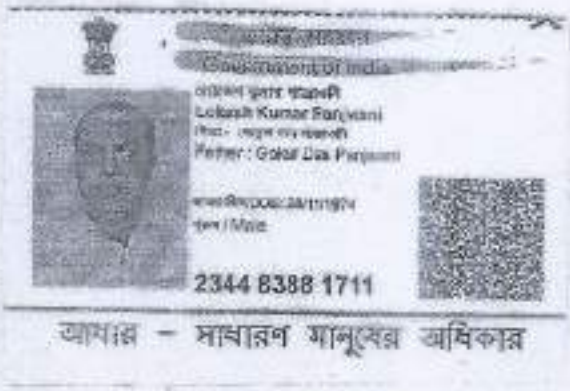
help@uidai.gov.in

www.uidai.gov.in

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

Lima Ghose


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
LOKESH KUMAR PANJWANI
GOKUL DAS PANJWANI
AIMPP6902A

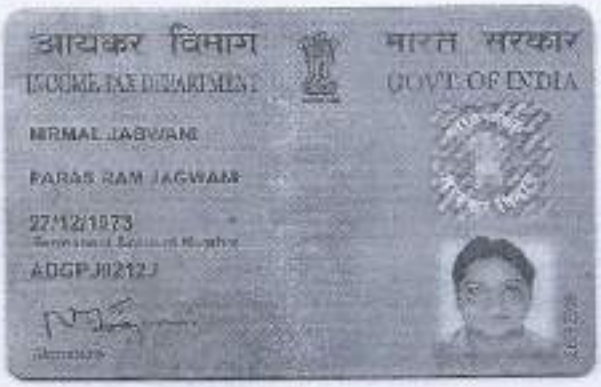

Government of India
Lokesh Kumar Panjwani
Father : Gokal Das Panjwani
2344 8388 1711
আমার - সাধারণ মানুষের অধিকার

[redacted]

[redacted] of India

Address: [redacted], FLAT 3D, BL-A, S.N.ROY ROAD, Sanagar, Kolkata, Sinhagar, West Bengal, 700058

2344 8388 1711



Nirmal Jagwani

আধার

ভারত সরকার

Unique Identification Authority of India

Government of India

নথিভুক্তির নং / Enrollment No. : 1040/20499/36828

To

Nirmal Jagwani

নির্মল জগবানী

848 BLOCK- P

NEW ALIPORE

New Alipore

New Alipore,Kolkata

West Bangal - 700053

20/03/2014

KL627776529FT

62777062

আপনার আধার সংখ্যা / Your Aadhaar No. :

4594 7603 3231

আধার – সাধারণ মানুষের অধিকার

ভারত সরকার

Government of India

নির্মল জগবানী

Nirmal Jagwani

পিতা : পরস জগবানী

Father : PARAS RAM JAGWANI

জন্মতারিখ/DOB: 27/12/1973

পুরুষ / Male

4594 7603 3231

আধার – সাধারণ মানুষের অধিকার

Nirmal Jagwani

NJagwani

[redacted]

AADHAAR

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

[redacted]

আধার

ঠিকানা: [redacted]

Address: 848 BLOCK- P, NEWALIPORE, New Alipore, Kolkata, New Alipore, West Bengal, 700053

4594 7603 3231

1947

help@uidai.gov.in

www.uidai.gov.in

Nirmal Jagual

Tania Ghose.

Tania Ghose.

आधार

भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

Enrollment No.: 2139/71098/15256

To
Tania Ghose

D/O: Late Nilish Chakraborty
W/O PANADIPER GHOSE
20/B, SARDAR SANKAR ROAD
Sarat Bose Road
Sarat Bose Road,Circus Avenue Kolkata,
West Bangal - 700029
9073379711

07/07/2017

KA27099978FH

27099997

आपका आधार क्रमांक / Your Aadhaar No. :

7347 1623 3171

मेरा आधार, मेरी पहचान

भारत सरकार

Tania Ghose

DOB: 06/03/1988

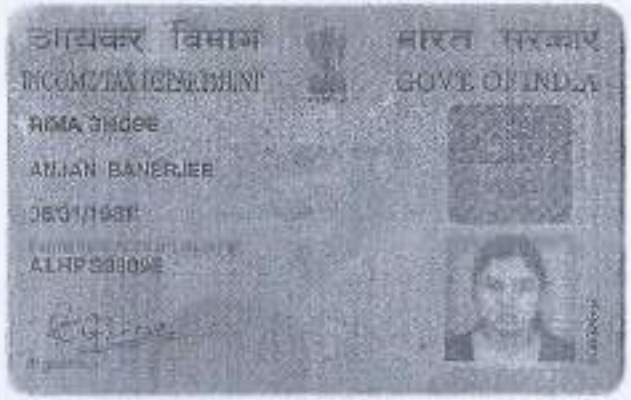
Female

7347 1623 3171

मेरा आधार, मेरी पहचान

Tania Ghose

Tania Ghose


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
RIMA SINDOE
ANJAN BANERJEE
ALHPS8809E

Rima Ghosh

Major Information of the Deed

Deed No :	I-1630-03296/2020	Date of Registration	31/12/2020
Query No / Year	1630-2001800342/2020	Office where deed is registered	
Query Date	31/12/2020 12:29:18 PM	1630-2001800342/2020	
Applicant Name, Address & Other Details	A R BASU ALIPORE POLICE COURT,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830169673, Status :Deed Writer		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 65,00,000/-]	
Set Forth value		Market Value	
Rs. 2/-		Rs. 2,56,25,835/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 40,021/- (Article:48(g))		Rs. 65,053/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- New Alipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Pramatha Choudhury Sarani, , Premises No: 70/1, , Ward No: 081 Pin Code : 700053

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		4 Katha 1 Chatak 30 Sq Ft	1/-	2,54,45,835/-	Property is on Road
	Grand Total :				6.7719Dec	1 /-	254,45,835 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	600 Sq Ft.	1/-	1,80,000/-	Structure Type: Structure
	Gr. Floor, Area of floor : 600 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete				
	Total :	600 sq ft	1 /-	1,80,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	**Name**	**Photo**	**Finger Print**	**Signature**
	Tania Ghose Wife of Ranadeep Ghose Executed by: Self, Date of Execution: 31/12/2020 , Admitted by: Self, Date of Admission: 31/12/2020 ,Place : Office	 31/12/2020	 LTI 31/12/2020	Tania Ghose 31/12/2020
	23B, Sardar Sankar Road, P.O:- Sarat Bose Road, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AOxxxxxx7N, Aadhaar No: 73xxxxxxxx3171, Status :Individual, Executed by: Self, Date of Execution: 31/12/2020 , Admitted by: Self, Date of Admission: 31/12/2020 ,Place : Office			
2	**Name**	**Photo**	**Finger Print**	**Signature**
	Rima Ghose Wife of Amitesh Ghose Executed by: Self, Date of Execution: 31/12/2020 , Admitted by: Self, Date of Admission: 31/12/2020 ,Place : Office	 31/12/2020	 LTI 31/12/2020	Rima Ghose 31/12/2020
	23B, Sardar Sankar Road, P.O:- Sarat Bose Road, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ALxxxxxx9E, Aadhaar No: 66xxxxxxxx6844, Status :Individual, Executed by: Self, Date of Execution: 31/12/2020 , Admitted by: Self, Date of Admission: 31/12/2020 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**JKL VIRAAT DEVELOPER LLP** 651/A, NEW ALIPORE, Block/Sector: A, P.O:- NEW ALIPORE, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700053 , PAN No.:: AAxxxxxx7Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	**Name**	**Photo**	**Finger Print**	**Signature**
	NIRMAL JAGWANI (Presentant) Son of PARAS RAM JAGWANI Date of Execution - 31/12/2020, , Admitted by: Self, Date of Admission: 31/12/2020, Place of Admission of Execution: Office	 Dec 31 2020 4:39PM	 LTI 31/12/2020	Nirmal Jagwani 31/12/2020
	651/A, NEW ALIPORE, Block/Sector: O, P.O:- NEW ALIPORE, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx2J, Aadhaar No: 45xxxxxxxx3231 Status : Representative, Representative of : JKL VIRAAT DEVELOPER LLP			
2	**Name**	**Photo**	**Finger Print**	**Signature**
	LOKESH KUMAR PANJWANI Son of Late GOKUL DAS PANJWANI Date of Execution - 31/12/2020, , Admitted by: Self, Date of Admission: 31/12/2020, Place of Admission of Execution: Office	 Dec 31 2020 4:39PM	 LTI 31/12/2020	Panjwani 31/12/2020
	336/A, S.N.ROY ROAD, Block/Sector: O, P.O:- SAHAPUR, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700038, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AIxxxxxx2A, Aadhaar No: 23xxxxxxxx1711 Status : Representative, Representative of : JKL VIRAAT DEVELOPER LLP (as PARTNER)			

Identifier Details :

Name	Photo	Finger Print	Signature
A R BASU Son of Late T P BASU ALIPORE, P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027			A.R. Basu
	31/12/2020	31/12/2020	31/12/2020
Identifier Of Tania Ghose, Rima Ghose, NIRMAL JAGWANI, LOKESH KUMAR PANJWANI			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Tania Ghose	JKL VIRAAT DEVELOPER LLP-3.38594 Dec
2	Rima Ghose	JKL VIRAAT DEVELOPER LLP-3.38594 Dec

Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Tania Ghose	JKL VIRAAT DEVELOPER LLP-300.00000000 Sq Ft
2	Rima Ghose	JKL VIRAAT DEVELOPER LLP-300.00000000 Sq Ft

On 31-12-2020

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 : 46 (g) of Indian Stamp Act 1899.

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

Presented for registration at 16:29 hrs on 31-12-2020, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by NIRMAL JAGWANI ,.

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 2,56,25,835/-

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

Execution is admitted on 31/12/2020 by 1. Tania Ghose, Wife of Ranadeep Ghose, 23B, Sardar Sankar Road, P.O: Sarat Bose Road, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Others, 2. Rima Ghose, Wife of Amitesh Ghose, 23B, Sardar Sankar Road, P.O: Sarat Bose Road, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Others

Indetified by A R BASU, , , Son of Late T P BASU, ALIPORE, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

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

Execution is admitted on 31-12-2020 by NIRMAL JAGWANI,

Indetified by A R BASU, , , Son of Late T P BASU, ALIPORE, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

Execution is admitted on 31-12-2020 by LOKESH KUMAR PANJWANI, PARTNER, JKL VIRAAT DEVELOPER LLP (LLP), 651/A, NEW ALIPORE, Block/Sector: A, P.O:- NEW ALIPORE, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700053

Indetified by A R BASU, , , Son of Late T P BASU, ALIPORE, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

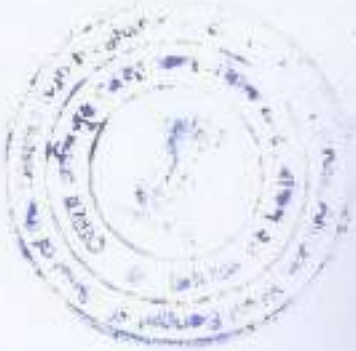
Payment of Fees

Certified that required Registration Fees payable for this document is Rs 65,053/- (B = Rs 65,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 65,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 31/12/2020 1:33PM with Govt. Ref. No: 192020210186717481 on 31-12-2020, Amount Rs: 65,021/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 56803762 on 31-12-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 500/-, by online = Rs 39,521/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 4822, Amount: Rs.500/-, Date of Purchase: 31/12/2020, Vendor name: Jayanta Dey
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 31/12/2020 1:33PM with Govt. Ref. No: 192020210186717481 on 31-12-2020, Amount Rs: 39,521/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 56803762 on 31-12-2020, Head of Account 0030-02-103-003-02

Krishnendu Talukdar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS
South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2021, Page from 6891 to 6941

being No 163003296 for the year 2020.

Seal of the District Sub-Registrar-V, Alipore, District South 24 -Parganas

Digitally signed by KRISHNENDU TALUKDAR
Date: 2021.01.14 16:29:19 +05:30
Reason: Digital Signing of Deed.

(Krishnendu Talukdar) 2021/01/14 04:29:19 PM

DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)