



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

K 429142

DEVELOPMENT AGREEMENT

1/34898/12

THIS DEVELOPMENT AGREEMENT made this the 3rd day of
November Two Thousand Seventeen.

BETWEEN

- (1) KALY KRISHNA PAL (PAN AWCPP0242K), son of Late Monoranjana Pal,
residing at 438A, Dum Dum Park, Kolkata - 700055, Post Office Bangur
Avenue, Police Station Lake Town, in the District of North 24 Parganas

1-2-17

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

Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)
- 6 NOV 2017

804. 1000/ - 16/10/2017

নাম :- Dipankar Sen

ঘর :- 433 Dumdum park কোল - 55

বাস :- Lake Town

জেতার সোম ডেপুটি ডায়েরি

এ ডি নং ১০০০/১৬/১০/১৭

বি. জৈন
জেতার সোম ডেপুটি

টিউ নং - 22/10/2017
ট্যাক্স নং - 81061000

- Dipankar Sen



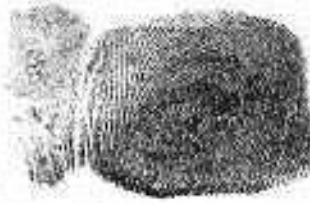
১৬/১০/১৭

- Dipankar Sen



১৬/১০/১৭

Kali Krishna Pal



১৬/১০/১৭

- Bhagwant Prasad Pal



Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)

- 3 NOV 2017

- Surankar Moyra
S/O - Sadhan Moyra
Vill - Gadar Mahal
P.S - Kulpi
Dist - 24 P.S (S)
PIN - 743374
Service

(2)

(2) BHAGABAT PRASAD PAL (PAN AELPP1512M), son of Late Monoranjan Pal, residing at 438B, Dum Dum Park, Kolkata - 700055, Post Office Bangur Avenue, Police Station Lake Town, in the District of North 24 Parganas, both by faith Hindu, both by occupation retired from service, both by Nationality Indian hereinafter jointly referred to as the "LAND - OWNERS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, legal representatives and assigns) of the ONE PART.

AND

DIPANKAR SEN (PAN AMAPS3873P), son of Sri. Hrishikesh Sen, residing at 102, Bangur Avenue, Block C, Kolkata - 700055, Post Office Bangur Avenue, Police Station Lake Town, District North 24 Parganas, carrying on business under the name and style "DIPANKAR SEN" having its office at 433, Dum Dum Park, Kolkata - 700055, Police Station Lake Town in the District of North 24 Parganas, by faith Hindu, by Nationality India, hereinafter called as the "PROMOTER / DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, legal representatives and assigns) of the OTHER PART.

WHEREAS by an agreement dated the 21st day of December, 1951 made between the Government of West Bengal and The Krishnapur Refugee Co-Operative Colony Limited, a registered Society under Society Registration Act, the said Krishnapur Refugee Co-Operative Colony Limited acquired possession of more or less 85.33 acres of land comprised in C.S. Plot (Dag) Nos. 2323, 2324, 2326, 2327, 2330-33, 2343-73, 2376-93, 2395-2404, 2413-17, 2425-32, 2440, 2442-91 and 2555-58 of Mouza Krishnapur (at present Mouza Shyamnagar), J.L.No. 17, R.S. No. 180, Police Station Rajarhat then Dum Dum at present Police Station Lake Town, District 24 Parganas at present North 24 Parganas;

AND WHEREAS the said The Krishnapur Refugee Co-Operative Colony Limited thereafter developed the said lands into distinct demarcated, different small residential plots according to a scheme plan for the purpose of rehabilitating the refugees from East Pakistan by allotting these plots of land amongst its members (Refugees) of the Society having no other homestead land elsewhere in India;

AND WHEREAS by an Indenture of Conveyance dated 27th day of November, 1975 and registered at the office of Sub-Registrar at Cossipore Dum Dum in Book No. 1, Volume No. 175, pages 193 to 200, being No. 9811 for the year 1975, the Governor of the State of West Bengal transferred and conveyed unto the said The Krishnapur Refugee Co-Operative Colony Limited All That land measuring an area of 85.33 acres comprised in part of C.S. Plot (Dag) Nos. 2320, 2322-2324, 2326, 2327, 2330-33, 2343-74, 2376-93, 2395-2404, 2413-17, 2425-32, 2440, 2442-91 and 2555-58 of Mouza Krishnapur, J.L.No. 17, R.S. No. 180, Police Station Dum Dum at present Police Station Lake Town, District 24 Parganas at present North 24 Parganas as fully described in the Schedule thereunder written;

AND WHEREAS on Revisional Survey Settlement the land comprised in above said plots (Dags) were transferred to Mouza Shyamnagar due to split of Mouza Krishnapur;

AND WHEREAS the said Society allotted Scheme Plot No. 438 of Krishnapur Refugee Co-Operative Colony Limited commonly known as Plot No. 438, Dum Dum Park measuring an area of 5.5 cottahs (equivalent to 5 cottahs 8 chittaks) be the same a little more or less;

AND WHEREAS by a Kohala (Bengali Sale Deed) dated the 16th day of October, 1992 and registered at the Office of the District Registrar at Barasat, being No. 6464 for the year 1992,

made between The Krishnapur Refugee Co-Operative Colony Limited, therein described as the Kobala-datta (Vendor) and (1) Kali Krishna Pal, (2) Bhagabat Prasad Pal therein described as Kobala-grahita (Purchaser), the said Krishnapur Refugee Co-Operative Colony Limited for and in consideration therein mentioned granted sold transferred conveyed assigned and assured to and unto and in favour of the said (1) Kali Krishna Pal, (2) Bhagabat Prasad Pal All That piece or parcel of bastu land measuring an area of 5.5 (five point five) cottahs more or less situate and lying at and being Scheme Plot Nos. 438 of Krishnapur Refugee Co-Operative Colony Limited commonly known as 438, Dum Dum Park, comprised in part of C.S. Plot (Dag) No. 2463, J.L. No. 17, R.S. No. 180, Touji Nos. 228 and 229 of Mouza Krishnapur, Kolkata - 700055, Police Station Lake Town formerly Police Station Rajarhat then Dum Dum within Ward No. 28 formerly Ward No. 21 of South Dum Dum Municipality, District 24 Parganas (North) more fully and particularly described in the Schedule thereunder written;

AND WHEREAS since purchase, said (1) Kali Krishna Pal, (2) Bhagabat Prasad Pal constructed a dwelling house and became the joint and equal owners of All That piece or parcel of bastu land measuring an area of 5.5 (five point five) cottahs more or less situate and lying at and being Scheme Plot Nos. 438 of Krishnapur Refugee Co-operative Colony Limited commonly known as 438, Dum Dum Park, comprised in part of C.S. Plot (Dag) No. 2463, J.L. No. 17, R.S. No. 180, Touji Nos. 228 and 229 of Mouza Krishnapur, Kolkata-700055, Police Station Lake Town formerly Police Station Rajarhat then Dum Dum within Ward No. 28 formerly Ward No. 21 of South Dum Dum Municipality, District 24 Parganas (North);

AND WHEREAS by a Deed of Partition dated 22th day of December, 1993 and registered at the office of the Sub Registrar, Bidhannagar, in Book No. 1, Volume No. 211, pages 173 To

180, being No. 9770 for the year, 1993, said (1) Kali Krishna Pal, (2) Bhagabat Prasad Pal mutually partitioned / separated their joint property being land and building into equal two plots or lots having each of them an area of 2.75 cottahs;

AND WHEREAS in the manner herein above recited that by partition, Kali Krishna Pal became the owner of demarcated land measuring 2.75 cottahs be the same a little more or less situate and lying on the western portion of Plot No. 438A, Dum Dum park marked as Plot No. 438A, Dum Dum Park, Kolkata 700055, Police Station Lake Town in the District of North 24 Parganas as fully described in the Schedule there under written;

AND WHEREAS in the manner herein above recited that by Partition, Bhagabat Prasad Pal became the owner of demarcated land measuring 2.75 cottahs be the same a little more or less situate and lying on the Eastern portion of Plot No. 438B, Dum Dum Park marked as Plot No. 438B, Dum Dum Park, Kolkata - 700055, Police Station Lake Town in the District of North 24 Parganas as fully described in the Schedule there under written;

AND WHEREAS said Kali Krishna Pal, mutated his name in the record of South Dum Dum Municipality as recorded sole and absolute owner in respect of said land being Plot No. 438A which was assessed by the South Dum Dum Municipality as Municipal Holding No. 44117 within Ward No. 21 of South Dum Dum Municipality at present Ward No. 28 of South Dum Dum Municipality and he paid rates and taxes as recorded sole owner;

AND WHEREAS said Bhagabat Prasad Pal, mutated his name in the record of South Dum Dum Municipality as recorded sole and absolute owner in respect of said land being Plot No. 438B which was assessed by the South Dum Dum Municipality as Municipal Holding No.

44118 within Ward No. 21 of South Dum Dum Municipality at present Ward No. 28 of South Dum Dum Municipality and he paid rates and taxes as recorded sole owner,

AND WHEREAS said (1) Kali Krishna Pal, (2) Bhagabat Prasad Pal, being the owners of two adjacent plots of land decided to develop the respective adjacent plot of lands by a Developer - Promoter;

AND WHEREAS said (1) Kali Krishna Pal, (2) Bhagabat Prasad Pal, decided to amalgamate their respective adjacent plots of land into one single holding to obtain a single building plan for the construction of a single Ground plus Four (G+4) storied building by the Municipal Authorities by a single Developer - Promoter for their common benefit;

AND WHEREAS the Land Owners are desirous of getting help of a Builder/Promoter who may invest fund in construction of the Five (ground plus Four) storied building on the said amalgamated plots of land in accordance with the sanctioned building plan of South Dum Dum Municipality and any other Competent Authority;

AND WHEREAS the Developer introduced himself to the Owners/First Party as a person who carries on business as Promoter, Builder and Developer of immovable properties having sound financial base;

AND WHEREAS it has been agreed mutually that the Developer will erect five (ground plus four) storied building subject to amalgamation Municipal approval and sanctioned building plan of the South Dum Dum Municipality and other Competent Authorities.

(7)

AND WHEREAS it has been further agreed that the Land Owner, Kali Krishna Pal and Bhagabat Prasad Pal ~~to be or in exchange~~ of the land at Plot No. 438A and 438B, Dum Dum Park, being Municipal Holding No. 44117 and 44118, Kolkata - 700055 provided by the Land Owners would be entitled to get consideration in kind by way of fully completed self contained composite 8 (eight) Flats/Apartments and 2 (two) Garage at Ground Floor in the proposed newly constructed building as under:-

- i. Said Kali Krishna Pal, the Owner No. 1 herein would be entitled to get (i) entire second floor consisting of three (3) numbers self contained flat (each flat measuring 400, 800 and 900 square feet carpet area), (ii) one flat on the back portion of the Ground Floor measuring 123 square feet carpet area, (iii) one covered garage measuring 408 square feet on the front portion of the Ground Floor in the proposed building to be constructed and;
- ii. Bhagabat Prasad Pal, the Owner No. 2 herein would be entitled to get (i) one 800 square feet carpet area Flat at Third Floor remaining 400, 900 square feet carpet area Flats at Forth Floor (ii) one flat on the back portion of the Ground Floor measuring 123 square feet carpet area, (iii) one covered garage measuring 408 square feet on the front portion of the Ground Floor in the proposed building to be constructed;

AND WHEREAS the Owners/First Party accepted the offer of the Developer - Promoter/Second Party who agreed to do the job of construction of the proposed building on the said plot of land as per plan to be sanctioned by the South Dum Dum Municipality upon the terms and conditions stated hereinafter;

AND WHEREAS to avoid ambiguity and future dispute as to the meaning of and or repeated use of 'words and phrases' in these presents, the parties hereto have agreed to define the following terms or words as follows:-

- a) BUILDING: Building shall mean the said five-storied (Ground plus four) R.C.C. structure/building to be constructed according to the plan to be sanctioned on the said plot of land according to the drawings, plans and specifications approved by the Architect and Structural Engineer also approved and sanctioned by the South Dum Dum Municipality and/or any other Competent Authority and constructed in conformity with the details of construction given in the Schedule "C" hereunder written;
- b) BUILDING PLAN shall mean drawings plan and specifications for construction of the said building on the said plot of land to be sanctioned by the South Dum Dum Municipality or any other Competent Authority and shall include any renewal or amendments thereto and/or modifications thereof made or caused by the Promoter/Developer after due approval of the Land Owners and any other Government Authority;
- c) COMMON AREAS AND FACILITIES shall mean unless the context otherwise require the items specified in Sanction 3(d) of the West Bengal Apartment Ownership Act, 1972 and also set forth in Schedule - 'D' hereunder;
- d) LAND OWNERS mean (1) KALI KRISHNA PAL, son of Late Monoranjan Pal, residing at 438A, Dum Dum Park, Kolkata - 700055, Post Office Bangur Avenue, Police Station Lake Town, in the District of North 24 Parganas, (2) BHAGABAT PRASAD PAL, son of Late Monoranjan Pal, residing at 438B, Dum Dum Park, Kolkata - 700055, Post Office Bangur Avenue, Police Station Lake Town, in the District of North 24 Parganas;
- e) PROMOTER/DEVELOPER mean DIPANKAR SEN, son of Sri Hrishukesh Sen, residing at 102, Bangur Avenue, Block C, Kolkata - 700055, Post Office Bangur Avenue, Police

Station Lake Town, District North 24 Parganas, carrying on business under the name and style "DIPANKAR SEN" having its office at 433, Dum Dum Park, Kolkata - 700055, Police Station Lake Town in the District of North 24 Parganas;

- 1) OWNERS' ALLOCATION shall always mean and include cash consideration of Rs. 4,00,000/- (Rupees Four Lakhs) only (Rs. 2,00,000/- (Rupees Two Lakhs) only each for Owner No. 1 and Owner No. 2) and balance consideration in kind by way of delivery

of eight (8) numbers of self contained composite flats and two (2) numbers of Garage rooms on the Ground Floor of the proposed Ground plus Four storied building that is to say

- (i) Kali Krishna Pal, the Owner No. 1 herein would be entitled to get (1) three (3) numbers of fully completed self contained composite flats covering the entire the second floor that is to say (a) one flat/apartment 2C on the Southern portion of the Second Floor measuring an area of 400 square feet carpet area consists of two (2) bed rooms, one (1) dining room, one (1) kitchen and two (2) toilets / W.C and one (1) Verandah; (b) another flat/apartment 2A on the North West Portion of the Second Floor measuring an area of 800 square feet carpet area consists of three (3) bed rooms, one (1) dining room, one (1) kitchen and two (2) Toilets/W.C and one (1) Verandah, (c) other flat/apartment 2B on the North East Portion of the Second Floor measuring an area of 900 square feet carpet area consists of three (3) bed rooms, one (1) dining room, one (1) kitchen and two (2) Toilets/W.C and one (1) Verandah, (2) one small flat on the back or South portion of the Ground floor measuring 123 square feet carpet area consists of one bed room, one kitchen and one Toilet (3) one Garage on the front or North portion of the Ground Floor measuring 408 square feet carpet area.
- (ii) Bhagabat Prasad Pal, the Owner No. 2 herein would be entitled to get (1) three (3) numbers of fully completed self contained composite flats that is to say (a)

one flat/apartment 4C on the Southern Portion of the Fourth Floor measuring an area of 400 square feet carpet area consists of two (2) bed rooms, one (1) dining room, one (1) kitchen and two (2) toilets / W.C and one (1) Verandah, (b) another flat/apartment 4B on the North Eastern Portion of the Fourth Floor measuring an area of 900 square feet carpet area consists of three (3) bed rooms, one (1) dining room, one (1) kitchen and two (2) Toilets/W.C and one (1) Verandah, (c) other flat/apartment 3A on the North Western Portion of the Third Floor measuring an area of 800 square feet carpet area consists of three (3) bed rooms, one (1) dining room, one (1) kitchen and two (2) Toilets/W.C and one (1) Verandah, (2) one small flat on the back or South portion of the Ground floor measuring 123 square feet carpet area consists of one bed room, one kitchen and one toilet (3) one Garage on the front or North portion of the Ground Floor measuring 403 square feet carpet area of the proposed building to be constructed fully described in the Schedule - 'B' hereunder;

- g) DEVELOPER'S ALLOCATION shall always mean the rest of the premises and completed portion of the built/constructed (G+4) storied building as per sanctioned plan including the proportionate undivided interest or share in the land and in the common areas and facilities of the said building and premises including proportionate share or interest in the land of the ground plus four (4) storied building together with right to use occupy and enter into agreement for sale, transfer, lease and let out or in any way transfer or deal with the same after handing over the Owners' allocation to the Land Owners to their full satisfaction as per specification and plan in terms of this agreement.
- h) NAME OF THE BUILDING is "MANOBINA"
- i) THE SAID PLOT OF LAND shall mean at all piece or parcel of amalgamated plots of land particularly mentioned and described in the Schedule 'A' hereunder written;

(11)

NOW THIS AGREEMENT WITNESSETH and it is hereby mutually agreed and declared by and between the parties hereto as follows:

1. In pursuance of the aforesaid agreement, the Land owners hereby grant right to the Developer to build a Ground plus four storied building containing flats/apartments, garage, shops, Commercial units etc. as per sanctioned building plan by the South Dum Dum Municipality and to allot sell the said flats/apartments, garage, shops, commercial units comprised of Developer's Allocation as fully described in the Schedule "C" hereunder to various prospective buyers/allottees selected by the Developer and to obtain necessary advances and consideration money from them on such terms and conditions as the Developer may deem fit and proper save and except the Owners' Allocation as fully described in the Schedule "B" hereunder. For any addition of floor area of the building, the Developer shall be bound to pay any charges/fine or penalty to the Municipality at the time of obtaining Completion Certificate (C.C).
2. The Developer/second Party hereby also undertakes to allot/deliver unto the First Party on ownership basis eight (8) flats/apartments and two Garage rooms, fully completed as per plan and specification in the newly constructed proposed building as fully described in the Schedule "B" hereunder free of any cost/charges as consideration in cash and in kind and in lieu or in exchange of the said land as mentioned in the Schedule "A" to be constructed/developed by the Builder-Developer/Promoter.
3. The Second Party/Developer-Promoter agrees to pay to the First Party/Owners the sum of Rs. 4,00,000/- (Rupees Four Lakhs) only being the agreed cash consideration and the consideration in kind by way of delivery of peaceful possession of All That fully

constructed eight (8) Flats and two (2) Garage rooms complete in all respects being Land Owner share described in the Schedule "B" below free of any cost of ownership basis within 30 (Thirty) months from the date of sanction of the building plan by the Municipality and the Owner/First Party shall be the sole owner of the "Owner's Allocation" in the proposed building as per plan annexed hereto with full right to sell, transfer, lease - out and alienate in any manner the Owner's/First Party like at their sole discretion the flats being Owners Allocations as fully described in the Schedule B herein.

4. The Land Owners shall not deliver possession of the land and their dwelling house of the said premises immediately after signing of the agreement. The Owners after sanction of the building plan by the Municipal Authority and on verification of the actual position, measurement and actual location of their allotted/proposed Owner's allocation and being satisfied shall give delivery of vacant possession of the premises to the Developer to proceed with the construction of the proposed new building on the said land/premises according to the sanctioned building plan.
5. The Developer shall be bound to execute and register at his cost this agreement for development and Power of Attorney.
6. The Developer after delivery of vacant possession of the fully constructed Owner's Allocation of the proposed building of the said premises complete in all respect comprised of Owner's Allocation shall execute and register the conveyances in favour of prospective Purchaser or Purchasers in respect of Developer's Allocation of the newly constructed building.
7. It is specifically mentioned herein that the Builder-Developer shall be entitled to receive at his sole discretion any advance earnest money consideration money or price from the prospective purchasers, allottees of flats and other portions comprised of "Developer's Allocation" at his sole liabilities and responsibility and the Developer is solely liable financially and otherwise to the prospective purchasers/third party. The

Owners/First Party are not in any way liable to any Third Party and intending purchaser or purchasers financially and otherwise in respect of the of flats and units of the Developer's Allocation.

8. The Land Owners after getting possession of fully completed flats/units shall be bound to execute and register the conveyances in favour of such prospective purchasers allottees or nominees of the Developer's Allocation in respect of the proportionate share in the land that is land component comprised of the Developer/Developer's Allocation of flats, garages, units etc. of the said premises as and when required by the Builder-Developer after completion of the building and after giving delivery of vacant possession of the fully complete in all respect comprised of "Owners' Allocation" of the proposed building at 438A and 438B, Dum Dum Park, Kolkata- 700055, being Municipal Holding No. 44117 and 44118 within Ward No. 28 of South Dum Dum Municipality, Police Station Lake Town, in the District of North 24 Parganas but the Builder-Developer shall be entitled to receive advance earnest money consideration money or price from the prospective purchasers, allottees of flats and other portions being "Developer's Allocation" at the sole discretion of the Developer with the sole responsibility and sole financial liability of the Developer to the intending purchaser of flats/units etc. The Land Owners are not in any way liable to the Third Party and intending purchasers of flats and units financially and otherwise.
9. The Developer shall get prior written approval of the Owners the Proposed Deed of Sale in favour of the prospective purchaser or purchasers of the Developer's Allocation and prior execution and registration of the Deed of Sale in favour of the prospective purchaser or purchasers of flats or units in respect of the Developer's Allocation. It is agreed that the land Owners shall join in the said Conveyances as "Vendor-Owners" in respect of the proportionate undivided share in land pertaining to the flats/units etc. and Developer shall join as Vendor in respect of the constructed flats/units component as "Vendor-Developer" and not as Confirming Party.

10. The building must be five storied (i.e. ground plus four storied) and shall be completed within 30 (Thirty) months from the date of sanctioned plan and the roof of the Fourth Floor shall be free from erection and shall be common for common use as roof or terrace.
11. The Developer shall start construction of the building within three (3) months from the date of execution of this agreement or sanction of the building plan which is later otherwise this agreement shall stand cancelled and handing over physical possession of the premises to the owners.
12. The Owners shall also execute and register a separate General Power of Attorney in favour of the Developer to facilitate the formalities of construction as well as to sell the flats/apartments, garage, units etc. (save and except the Owners' Allocation of the building) to raise the fund by way of booking the flats in respect of the Developer's share or allocation described in the Schedule 'C' hereunder written. But this Power of Attorney shall not in any way create any financial liabilities involving the Owners.
13. The Land Owners shall retain in their custody of all original Title deeds and documents and shall deliver to the Developer copies of the Title Deed and on demands the Owners shall be bound to produce and shall allow inspection of all original Title Deed and documents relating to the said premises as and when require by the Developer and or intending purchaser/s of flats or their Advocates or Bank Authority. It is categorically provided that the Development Agreement shall be registered and this registered Development Agreement shall remain in the custody of the Developer.
14. The Developer shall maintain the standard quality of work by using the standard materials for construction of the building under keen supervision of the Developer and in case of any defect causing damage accident etc. the Developer shall be solely responsible. The Land Owners who shall time to time inspect the work and materials so as to suggest the Developer.

15. Be it specially agreed that the Developer shall pay the entire rent of the three flats being the temporary alternative accommodation of land owners namely Kali Krishna Pal and Bhagabat Prasad Pal, the said owners shall occupy the said tenanted flats as alternative temporary accommodation till the proposed fully completed Owners' Allocation of the proposed building are made over to the Owners to their full satisfaction after due intimation or notice in writing to such completion at least two months earlier to such actual making over physical possession of the Owners' Allocation. The Developer will take away the entire existing structures on the premises at his risk and cost. And Land Owners have no claim on that.
16. The Land Owners after taking delivery of possession of fully completed flats/units etc. Comprised in Owners Allocation shall pay and bear proportionate share of the municipal taxes, maintenance charges and other dues and outgoings in respect of their portion of building that may be determined by the Association/Society that may be formed by the Owner of all flats/units etc. in the building based on assessment of the South Dum Dum Municipality and/or by any other authority after handing over the charges by the Developer to the said Association/Society. But the Developer shall be liable to pay the existing Municipal rates and taxes and any other charges impositions, penalty and fine in respect of the premises during the period of construction of the building from the date of taking delivery of possession from the owners till delivery of possession of the flats to the owners. Thereafter the owners shall be liable for payment proportionate Municipal rates and taxes only in respect of their flats and shop room in the building and premises.
17. The Land-owners shall not be liable/responsible financially or otherwise to the Developer or to the intending purchaser or to any other party or parties. The Land Owners shall not be in any way responsible financially or otherwise to the said third party for booking of the flats/units by the Developer. The Land Owners shall not be liable for cost of supply of building materials or labour charges or wages of the workers

or for any accident/compensations. Workmen compensation or any compensation/damages of whatsoever nature which may arise during construction of the building. The Developer shall be Solely liable for all suits, cases litigation, claim, demand, damages compensation whatsoever of any Third Party and or intending Purchaser or Purchasers of Flats/Units of the Developers' Allocation and to do whatever necessary as the Developer may think fit and proper and shall be bound to indemnify the owners in case the owners sustain any loss or damages for the same.

18. Be it specifically mentioned here that the Developer shall procure at his cost and source from the Municipal and/or any other authority the Completion Certificate "C.C" and "Occupancy Certificate" as provided in law.
19. The Developer shall indemnify the Land Owners against all losses and damages including any tax liability arising out of the sale of flats and/or undivided interest in the land in respect of Developer's Allocation of the Building. It is agreed that the Developer shall bear all Municipal Tax and any other tax liability of the newly constructed building and premises till the tax of the building is assessed by the Municipality and thereafter the Land Owners shall pay the Municipal Tax in respect of flats comprised of the Owner Allocation proportionately.
20. Building shall be constructed in accordance with the sanctioned building plan, if any objection is raised or imposed by any appropriate authority/authorities for any violation or deviation, the Developer shall be held responsible solely for all cost damages and have to face the consequences for the same but the time scheduled for finishing the construction must be maintained by the Developer.
21. In the event the Developer fails to deliver possession of the Owners' allocation herein provided completed in all respect to the Owners before delivery of any portion of Developer Allocation within the period of 30 (thirty) months from the date of getting sanctioned building plan, the Owners shall on issuing three (3) months notice in writing have the liberty to terminate this agreement and take re-entry by taking

possession of the land and property with all erection / construction treating this Agreement stand cancelled and the property will vest upon the Land Owners. Together with further payment of the cost of construction so raised up to the period of deeming termination of the contract and in case of dispute as to the valuation of the construction so raised will be decided by the Engineer Valuer within three months from the date of such termination.

22. It is specifically agreed that the owners shall not be liable or responsible for booking money, advances or payment of the consideration money received by the Developer from the Third Party including the intending purchasers of flats/units comprised of flats/units of Developer's Allocation booked or paid advances or price/consideration money against flats and/or other spaces in such case and the Developer is solely liable to the Third Party/intending Purchaser/s without any right or any claim in any portion of the constructed building and premises of the Owners. In case of existence of Force Majeure or act of God i.e. flood, earthquake, war, storm, tempest, the time for construction may be extended by the parties mutually as the same is beyond the control of the parties hereto.
23. The Developer shall not be allowed to assign the benefits of this agreement or transfer right to develop this property by any other person or company. The privity of the contract shall be maintained and the Developer without prior consent in writing shall not enter into any agreement or partnership with any other party or Developer. The Developer shall themselves undertake the development or construction work of the project by himself and through his men, workers, specialists and engineers.
24. The Developer shall not encumber or mortgage, charge the property at Plot No. 438A and 438B, Dum Dum Park, Kolkata - 700055, or any portion of the said property and the owners or the said premises shall not be liable and responsible for any loan taken by the Developer from any financier or financial institution or for any money received by the Developer from the intending purchaser of flats or any portion of the Developer's

Allocation of the building. It is provided that the prospective purchasers of flats/units etc. may take loan from financial institution against their flats/units at the time of sale of their flats units comprised of Developer's Allocation after delivery of possession to the Owners in compliance of these presents in compliance of the terms of this agreement.

25. That all original documents of title shall remain with the owner till they or their heir retain possession of any portion of the said building as owner and if the owners, their heirs sell transfer assign the said Owner's Allocation entirely in that event the owners shall have to hand over all original title deeds namely Deed of Purchase of the land to the Association of flat owners. Furthermore, the owners or their heirs shall be liable to produce the original documents in any Court Tribunal and/or any Statutory Authority to prove the title of the owners of the land and to allow inspection and extract there from as and when required. The original sanctioned plan, this Registered Development Agreement and Registered Power of Attorney shall remain in the custody of the Developer till the same are not handed over to the Association of flat owners. The Developer shall be bound to produce to the Owners the same as and when required by them.
26. The Land Owners declare and assure the Developer that the land described in the Schedule A is free from all encumbrances, attachment, lien, lispendns and charges. Land Owners shall indemnify the Developer in case of defect in title of the land at 438A and 438B, Dum Dum Park, Kolkata - 700055 described in the Schedule hereunder.

SCHEDULE 'A' REFERRED TO ABOVEPART - I

(Entire property of Kali Krishna Pal)

ALL THAT piece or parcel of bastu land measuring an area of 2.75 (two point seven five) cottahs be the same a little more or less together with pucca building/ structure thereon standing measuring 800 Square feet more or less situate and lying at and being Scheme Plot Nos. 438A Dum Dum Park, Kolkata- 700055, being Municipal Holding No. 44117, Dum Dum Park within Ward No. 28 of South Dum Dum Municipality, comprised in part of C.S Plot (Dag) No. 2463, J.L. No. 17, R.S. No. 180, Touzi Nos. 228 and 229 of Mouza Krishnapur, at present J.L. No. 32/20 of Mouza Shyamnagar, Police Station Lake Town in the District of North 24 Parganas.

PART - II

(Entire property of Bhagabat Prasad Pal)

ALL THAT piece or parcel of bastu land measuring an area of 2.75 (two pint seven five) cottahs be the same a little more or less together with pucca building/structure thereon standing measuring 900 Square feet more or less situate and lying at and being Scheme Plot Nos. 438B Dum Dum Park, Kolkata- 700055, being Municipal Holding No. 44118, Dum Dum Park within Ward No. 28 of South Dum Dum Municipality, comprised in part of C.S Plot (Dag) No. 2463, J.L. No. 17, R.S. No. 180, Touzi Nos. 228 and 229 of Mouza Krishnapur, at present J.L. No. 32/20 of Mouza Shyamnagar, Police Station Lake Town in the District of North 24 Parganas.

(Amalgamated Property)

The total Land (Part - I and Part - II) measuring an area of 5.5 (five and half) cottahs be the same a little more or less together with pucca building/structure measuring 1700 Square feet be the same a little more or less situate and lying at 438A and 438B, Dum Dum Park, Kolkata- 700055, being Municipal Holding No. 44117 and 44118 within Ward No. 28 of South Dum Dum Municipality, comprised in part of C.S Plot (Dag) No. 2463, J.L. No. 17, R.S. No. 180, Touzi Nos. 228 and 229 of Mouza Krishnapur, at present J.L. No. 32/20 of Mouza Shyamnagar, Sub Registration office Bidhannagar, Police Station Lake Town, District of North 24 Parganas. The said is butted and bounded by:-

ON THE NORTH BY : Municipal Road.

ON THE SOUTH BY : Canal.

ON THE EAST BY : Plot No. 437.

ON THE WEST BY : Plot No. 439.

All of Dum Dum Park, Kolkata - 700055, Police Station Lake Town, District North 24 Parganas.

THE SCHEDULE - 'B' ABOVE REFERRED TO:

(Owners' Allocation)

ALL THAT the Owners/First Party herein shall be entitled to own on ownership basis eight (8) numbers of self contained composite flat and two (2) numbers of Garage rooms on the Ground Floor of the proposed Ground Plus four storied building that is to say

- i. Three (3) numbers of fully completed self-contained composite flats covering the entire the second floor that is to say (a) one flat/apartment 2C on the Southern Portion of the Second floor measuring an area of 400 square feet carpet area consists of two (2) bed rooms, one (1) dining room, one (1) kitchen and two (2) toilets/W.C and one (1) Verandah, (b) another flat/apartment 2A on the North Western Portion of the Second floor measuring an area of 800 square feet carpet area consists of three (3) bed rooms, one (1) dining room, one (1) kitchen and two (2) toilets/W.C and one (1) Verandah, (c) other flat/apartment 2B on the North Eastern Portion of the Second floor measuring an area of 900 square feet carpet area consists of three (3) bed rooms, one (1) dining room, one (1) kitchen and two (2) toilets/W.C and one (1) Verandah.
- ii. Three (3) numbers of fully completed self-contained composite flats that is to say (a) one flat/apartment 4C on the Southern Portion on the fourth floor measuring an area of 400 square feet carpet area consists of two (2) bed rooms, one (1) dining room, one (1) kitchen and two (2) toilets/W.C and one (1) Verandah, (b) another flat/apartment 4B on the North Eastern Portion on the fourth floor measuring an area of 900 square feet carpet area consists of three (3) bed rooms, one (1) dining room, one (1) kitchen and two (2) toilets/W.C and one (1) Verandah, (c) other flat/apartment 3A on the North Western Portion on the third floor measuring an area of 800 square feet carpet area consists of three (3) bed rooms, one (1) dining room, one (1) kitchen and two (2) toilets/W.C and one (1) Verandah.
- iii. Two (2) numbers of fully completed self-contained composite flats on the back portion of the Ground Floor (each flat/apartment measuring an area of 123 square feet carpet area consists of one (1) bed room, one (1) kitchen and one toilet).
- iv. Two (2) numbers of fully completed Garage room on the front portion of the Ground Floor (each measuring an area of 408 square feet carpet area of the proposed Five storied building as per the sanctioned building plan of South Dum Dum Municipality together with undivided proportionate share in land and common areas facilities of

the proposed five storied building at and being Scheme Plot Nos. 438A and 438B, Dum Dum Park, Kolkata - 700055, being Municipality Holding Nos. 44117 and 44118 within Ward No. 28 of South Dum Dum Municipality, Police Station Lake Town, district North 24 Parganas TOGETHER WITH undivided proportionate share of land, common areas, facilities and amenities thereto of the newly constructed building and premises and also cash consideration of Rs. 4,00,000/- (Rupees Four Lakh) only. The Schedule-B being the Part of Schedule-A hereinabove.

THE SCHEDULE - 'C' ABOVE REFERRED TO:

(Developer's Allocation)

ALL THAT piece and parcel of the remaining portion after delivery of Owners' allocated portion of the newly constructed proposed (G+4) five storied building comprised of flats/apartments, car parking spaces, units and all parts and portions SAVE AND EXCEPT Owners' Allocation of the proposed newly constructed Ground Plus Four storied building at and being Scheme Plot Nos. 438A and 438B, Dum Dum Park, Kolkata- 700055, being Municipal Holding No. 44117 and 44118 within Ward No. 28 of South Dum Dum Municipality, Police Station Lake Town, District of North 24 Parganas TOGETHER WITH undivided proportionate share of land, common areas, facilities and amenities thereto of the newly constructed building. The Schedule 'C' being part of Schedule - 'A' above;

SCHEDULE 'D' ABOVE REFERRED TO

(COMMON AREAS & FACILITIES)

Common facilities and amenities shall means corridors, lift, lift room, stair, stair ways, roof or terrace, passages, ways, inside the project, pump room, tube well, underground and overhead reservoir, water pump and motor, 24 hours water supply and other facilities which may be mutually agreed upon among the parties and required for establishment, location, enjoyment, maintenance and or management of the project/building.

SCHEDULE 'E' ABOVE REFERRED TO

(SPECIFICATION OF CONSTRUCTION OF THE OWNERS' ALLOCATED PORTION)

1. **Structure:** Reinforced concrete structure M200 grade using Lafarge/Ultratech/Acc cement, reinforcing Steel of SAIL 500 grade. Plinth Height 2ft above Road Level. Suitable RCC pile foundation.
2. **Masonry Work:** FPS75 Brick with cement mortar. 200 mm thick external walls, 75/125 partition walls.
3. **Plaster:** 12/20 mm thick cement mortar on walls and 12 mm thick on Ceiling.
4. **Window:** Aluminium Sliding Window with M.S. Grill.
5. **Door:**
 - a) Good quality Sal Wood Frame.
 - b) Phenol Bonded Flush Door Shutter.
 - c) Teak Wood Panel door at entrance of each flat.
6. **The Roof:** Finished with Mosiac Roof Tiles placed on lime surki mortar Bedding.
7. **Flooring:**
 - a) Standard quality Duggi Marble Floor with Skirting.
 - b) Interlocking pavement in open spaces/passages at ground floor.
 - c) 6" Height white glazed tiles and walls in toilets and 3' height white or color tiles on kitchen working platform.
 - d) Granite Kitchen counter top.
8. **Painting:**
 - a) Cement based paints on external walls of Building.
 - b) Putty finish on internal walls.
 - c) Enamel paint on Steel Primer Red Lead on Steel and Enamel Paint on Wood Primer on Wood works.

9. Water Supply:

- a) Municipal Water Supply with underground reservoir.
- b) Pump for lifting water to overhead reservoir.
- c) $\frac{1}{2}$ " or $\frac{3}{4}$ " P.V.C Water line inside Bathrooms and Kitchens.
- d) Exposed G.I. Water Supply lines connected to overhead reservoir.
- e) $\frac{1}{4}$ C.P. Cock and C.P. shower in Bathroom.

10. Sanitary:

- a) $3\frac{1}{4}$ " HDPE Vertical pipes with fitting.
- b) $4\frac{1}{2}$ " HDPE underground Sanitary and drainage pipe.
- c) White Wash Basin in living and Dining Space.
- d) White European Commode with P.V.C Flashing Cistern in Bathroom.
- e) $16\frac{1}{2}$ "/22" Steel Sink in Kitchen.

11. Electrical:

- a) Full concealed wiring with copper wires and MCB Distributor Board.
- b) In Bed Room two light points, one 5 Amp Plug point and one fan point, one 15 Amp power point for air conditioner.
- c) Living Room: Three Light Points, Two Fan Points, One 5 Amp Plug Point and 15 Amp Plug Point.
- d) Kitchen: One Light Point, One Exhaust Fan Point, One 15 Amp Plug Point.
- e) Toilet: One light point, One exhaust point, One 15 Amp plug point.
- f) Calling Bell: One Calling Bell point at the main entrance.
- g) Balcony: One light point and fan point.

12. Elevator: 5 user common lift of standard make with Govt License.

Note: all other essential finishing agreed by the parties.

IN WITNESS WHEREOF the First Party/Land Owner, the Second Party/Developer-BUILDER here to set and subscribed their respective hands and signatures the day, month and year first above written.

SIGNED AND DELIVERED

By the LAND OWNERS/

FIRST PARTY in presence of:

1. Surankar Moyra
S/O - Sadhan Moyra
UT + P.O - Hazir Mahal
P.S - Kulpi
Dist - 24 P.H.S (S)
PIN - 743374

1. Kati Kishore Pal

2. Sarinistha Nandy
Nandy Niloy Mukti Bera
Barnangachhi; 24 P.H.S (N)
Pin - 743248

2. Bhagabat Prasad Pal

SIGNATURE OF LAND OWNERS

SIGNED AND DELIVERED

By the DEVELOPER BUILDER/

SECOND PARTY in presence of:

1. Surankar Moyra

DIPANKAR SEN

Dipankar Sen
Proprietor

SIGNATURE OF DEVELOPER

2. Sarinistha Nandy

Drafted by me

Bhola Nath Saha

Advocate, WB/303/1977

Cal. High Court.

RECEIVED of and from within mentioned Developer the within mentioned sum of Rs. 4,00,000/- (Rupees Four Lakh) only being the cash consideration money as per Memo below:-

MEMO OF CONSIDERATION

BY Cheque No.

Amount

- | | |
|-------------------------------|------------------|
| 1. 254276 ON SBI, SHYAMBAZAR | Rs 2,00,000.00/- |
| 2. 254277 ON SBI, SHYAMBAZAR | Rs 1,00,000.00/- |
| 3. 581531 ON IOB, DUMDUM PARK | Rs 1,00,000.00/- |

1. Kali Krishna Pal

WITNESSES:

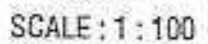
2. Bhagabat Prasad Pal

1. Suvankar Moyna

Signature of Land Owners

2. Saranishtha Nandy

23-10-2017



SIGNATURE OF LANDOWNERS

Dipankar
Proprietor

SIGNATURE OF DEVELOPER

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

GRN: 19-201718-010086410-1

GRN Date: 01/11/2017 15:11:50

BRN: CKD9849444

Payment Mode Online Payment

Bank: State Bank of India

BRN Date: 01/11/2017 15:13:27

DEPOSITOR'S DETAILS

Name: Dipankar Sen

Contact No.:

E-mail:

Address: bangur avenue pan.no/MAPS3873P

Applicant Name: Mr DIPANKAR SEN

Office Name:

Office Address:

Status of Depositor: Others

Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement
Payment No. 4

Id No.: 15041000348980/5/2017

(Query No./Query Year)

Mobile No.: +91 9163866382

P-1560/17

PAYMENT DETAILS

Sl. No	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	15041000348980/5/2017	Property Registration-Stamp duty	0030-02-103-003-02	39020
2	15041000348980/5/2017	Property Registration-Registration Fees	0030-03-104-001-16	21

In Words: Rupees Thirty Nine Thousand Forty One only

Total

39041

Dipankar Sen














SIGNATURE OF THE
PRESENTANT /
EXECUTANT / SALLER/
BUYER/CAIMENT
WITH PHOTO












UNDER RULE 44A OF THE I.R. ACT 1908

N.B. -












LH BOX- SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS

 <i>Kalkrishna Pal</i>	LH					
	RH.					

ATTESTED :- *Kalkrishna Pal*

 <i>Bhagat Prasad Pal</i>	LH					
	RH.					

ATTESTED :- *Bhagat Prasad Pal*

 <i>Dipankar</i>	LH					
	RH.					

ATTESTED :- *Dipankar*

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1504-2017, Page from 58963 to 59007

being No 150401560 for the year 2017.



Digitally signed by Debajyoti
Bandyopadhyay
Date: 2017.11.06 16:42:07 +05:30
Reason: Digital Signing of Deed.

(Debajyoti Bandyopadhyay) 06-11-2017 16:41:56

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BIDHAN NAGAR

West Bengal.

(This document is digitally signed.)