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### DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this the 16 day of November, Two Thousand Twenty Two (2022).

M/s. SATYA CONSTRUCTION

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(1) SRI AVIJIT BASU, (PAN NO - AGNPB4450A), (AADHAAR NO - 6510 1967 4285), Son of Late Ajit Kumar Basu, by faith - Hindu, by occupation -Busines, residing at 6/30, Sahid Nagar, P.O.- Haltu, P.S.- Garfa, Kolkata -700078, hereinafter called and referred to as the "OWNER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs executors, administrators, legal representatives, and/or assigns) of the FIRST PART.

### AND

M/S. SATYA CONSTRUCTION, a registered Partnership Firm, having Income Tax PAN NO - ADHFS 4737J, having its registered Office at Premises No - 5/1/1B, Cornfield Road (Formerly), at present Dr. Radha Kumud Mukherjee Road, Police Station - Gariahat, Kolkata - 700 019, duly represented by its Partners, 1) MR. RANJEET SINGH, (PAN NO - ALGPS 1215A), (AADHAAR NO - 5090 1604 9102), Son of Late Mohinder Singh, by faith - Hindu, by Nationality - Indian, by occupation Business, residing at Premises No - 21B, Sadananda Road, Post Office & Police Station -Kalighat, Kolkata - 700 026, and 2) SRI SUBRATA CHOWDHURY, (PAN NO - AETPC 7820B), (AADHAAR NO - 7725 0541 6976), Son of Late Sunirmal Chowdhury, by faith - Hindu, by occupation Business, by Nationality -Indian, residing at Premises No - 1/10C, Bosepukur Prantick Pally, Post Office & Police Station - Kasba, Kolkata - 700042, hereinafter called the "DEVELOPERS" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, representatives, administrators and assigns) of the SECOND PART.

WHEREAS One Piece & Parcel of Land with structure measuring 7 Cottahs 4 Chittacks 7 Square Feet more or less in R.S Khatian No - 473, Dag No -91/92, in Mouza Garfa, Police Station - Previously Tollygunge after Kasba now Garfa, being Premises No - 6/30, Sahid Nagar, Post Office - Haltu, Police Station - Garfa, Kolkata - 700078, was purchased by Ananta Kumar

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AND WHEREAS the said Ananta Kumar Basu was in absolute right, title had been in possession by constructing house thereon and Mutated his name and Payment of K.M.C Taxes.

AND WHEREAS the said Ananta Kumar Basu made a registered Will dated 13.7.1977 by which bequeath the entire property/premises to his son namely Ajit Kumar Basu.

AND WHEREAS subsequently the said Ananta Kumar Basu died tested on 22.11.1991 and his son Ajit Kumar Basu who was sole executor of such Will but he was also died on 14.12.2009 Without probate of the said Will.

AND WHEREAS after death of Ajit Kumar Basu, his son Avijit Basu field L.A Case No - 25 of 2003 before the Ld. District Delegate but it was contentious and as such field Original Suit No - 3 of 2015 and it was transferred to the Ld. 6th A.D.J at Alipore and granted Letters of Administration on 19.12.2018 in favour of Avijit Basu.

AND WHEREAS thus Avijit Basu is in absolute right, title has been in possession in the schedule of property and mutated his name and payment of taxes, being Assessee No - 311052100207.

AND WHEREAS said Avijit Basu Owners/First Part herein, now is the Owner got from as per BLRO record of ALL THAT One Piece & Parcel of Land with structure measuring 6 Cottahs 15 Chittacks 14 Square Feet more or less that is 465.326 Square Metre out of 7 Cottahs 4 Chittacks 7 Square Feet more or less in R.S Khatian No - 473 & L.R Khatian No - 2803, R.S Dag No - 91/92 & L.R Dag No - 138/3526, J.L No - 19, in Mouza Garfa, Police Station - Previously Tollygunge after Kasba now Garfa, being KMC Premises

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No - 20 Sahid Nagar - 6 and Mailing address 6/30, Sahid Nagar, Post Office - Haltu, Police Station - Garfa, Kolkata - 700078, District - South 24-Parganas, desire to erect New Building upon the same demised land but being unable to implement his said desire due to lack of technical knowledge, sought for the help of Developer/Second Part herein.

**AND WHEREAS** the **OWNERS** the part of the First Part herein have agreed to deliver vacant possession of the property hereinafter referred as the premises which is in his occupation and possession to the **DEVELOPER** for construction purposes.

AND WHEREAS the Developer herein in response to the announcement of seeking help by the Owner as aforesaid agreed to cause Development in the said of ALL THAT One Piece & Parcel of Land with structure measuring 6 Cottahs 15 Chittacks 14 Square Feet more or less that is 465.326 Square Metre out of 7 Cottahs 4 Chittacks 7 Square Feet more or less in R.S Khatian No – 473 & L.R Khatian No – 2803, R.S Dag No – 91/92 & L.R Dag No – 138/3526, J.L No – 19, in Mouza Garfa, Police Station – Tollygunge now Garfa, being KMC Premises No – 20 Sahid Nagar – 6 and Mailing address 6/30, Sahid Nagar, Post Office – Haltu, Police Station – Garfa, Kolkata – 700078, District – South 24-Parganas, at its own cost on terms as appearing hereinafter.

**NOW THIS AGREEMENT WITNESSETH** that the parties hereto have agreed to abide by the terms and conditions of this agreement appearing hereunder and the terms hereunder unless excluded by or repugnant to the subject or context shall mean the following:-

**OWNERS:** SRI AVIJIT BASU, son of Late Ajit Kumar Basu, by faith – Hindu, by occupation - Business, residing at 6/30, Sahid Nagar, P.O.-Haltu, P.S.- Garfa, Kolkata - 700078, Dist.-South 24 Parganas.

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**DEVELOPER:** M/S. SATYA CONSTRUCTION, a registered Partnership Firm, having its registered Office at Premises No – 5/1/1B, Cornfield Road (Formerly), at present Dr. Radha Kumud Mukherjee Road, Police Station – Gariahat, Kolkata – 700 019, duly represented by its Partners, 1) MR. RANJEET SINGH, Son of Late Mohinder Singh, by faith – Hindu, by Nationality – Indian, by occupation Business, residing at Premises No – 21B, Sadananda Road, Post Office & Police Station – Kalighat, Kolkata – 700 026, and 2) SRI SUBRATA CHOWDHURY, Son of Late Sunirmal Chowdhury, by faith – Hindu, by occupation Business, by Nationality – Indian, residing at Premises No – 1/10C, Bosepukur Prantick Pally, Post Office & Police Station – Kasba, Kolkata – 700042.

PROPERTY: ALL THAT One Piece & Parcel of Land with structure measuring 6 Cottahs 15 Chittacks 14 Square Feet more or less that is 465.326 Square Metre out of 7 Cottahs 4 Chittacks 7 Square Feet more or less in R.S Khatian No – 473 & L.R Khatian No – 2803, R.S Dag No – 91/92 & L.R Dag No – 138/3526, J.L No – 19, in Mouza Garfa, Police Station – Tollygunge now Garfa, being KMC Premises No - 20 Sahid Nagar – 6 and Mailing address 6/30, Sahid Nagar, Post Office – Haltu, Police Station – Garfa, Kolkata – 700078, under ward No –105, being Assessee No – 311052100207, District – South 24-Parganas.

**DEVELOPMENT AGREEMENT:** The instant Agreement made between the Owners and the Developer.

**BUILDING:** Building to be constructed by the Developer on the said property.

OWNER'S ALLOCATION: shall be entitled as follows: (1) 55% in the Newly G+3 residential building that is Entire Second Floor, Two Flat on the Third/Top Floor that is Flat No – A (South-East-West) Side and Flat No – C (North-West) Side, One Flat on the Ground Floor that is Flat No – B (South-West) Side and Car Parking 55% as per Sanction Plan along with undivided

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proportionate share of First Schedule land and common portion, common facilities & common amenities of the said proposed building, (2) Developer shall pay forfeited money of Rs.15,00,000/-(Fifteen Lakhs) in Two parts. (3) Developer shall bear Shifting charges for 1(One Family) @ Rs. 25,000/-(Twenty Five Thousand) only per month from the date of hand over of land until to hand over the owner's Allocation to the owner.

DEVELOPER'S ALLOCATION: the developer will be entitled 45% Rest of the total constructed area except the Owners Allocation in the Newly G+3 residential building as consideration money of his development cost along with proportionate share of land and common portion, common facilities & common amenities of the said proposed building, which is morefully and particularly described in the Third Schedule hereunder written.

**SALEABLE PORTION:** All the portion in the building save and except Owner's share of allocation pertaining to developer's allocation as described in the Third Schedule.

**COMMON AREAS**: All the common service facilities excluding the overhead water reservoir and water lifting pump and Motor which to be enjoyed by the Owner and the developer of the building more fully and particularly described in the fourth schedule hereunder written.

**TRANSFERORS:** In context of this agreement the Owner herein in respect of the undivided proportionate share of land pertaining to the developer's allocation after completion of construction of proposed building as per sanctioned plan.

TRANSFEREE: The Purchaser who will purchase flat/space in the building.

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**TRANSFER:** Transfer of proportionate undivided share/interest of land in property by the Owner attributable to the developer's allocation and Owner' allocation against which developer will construct the building where there will be both Owner and developers allocation.

**CONSIDERATION:** Owner's allocation will be constructed at the cost of the developer against which the Owner will transfer the undivided proportionate share of land in the property attributable to the Developer's allocation.

**DELIVERY OF POSSESSION OF LAND:** In the context shall mean, the Owner will hand over to the developer the peaceful well demarcated physical possession of the property with the execution of the agreement for purposes of construction as per of this agreement.

**TIME:** The developer will complete the building and deliver the peaceful vacant physical possession of the Owner's allocation within 18 (Eighteen) months from the date of Sanction of Plan subject to hand over the land by the owners. The time may be extended due to unavoidable circumstances arises if any, by mutual consent of both the parties, but the same shall not be extended more than 6 months in any circumstances.

That the Developer will submit the proposed Building Plan within 90 working days from the date of signing of this Agreement.

**POWER OF ATTORNEY:** The Owner will execute a registered power of attorney appointing the developer or their nominee as their lawful constituent attorney to complete the Project works.

**COMMON EXPENSES:** The expenses and cost of maintaining the common parts of the new building which will be borne or paid proportionately by the Owner and the developer and or their respective nominees (more fully and particularly described in the schedule hereunder written).

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UNDIVIDED SHARE OF LAND: The undivided proportionate share or interest in the land of the property attributable to the each flat/ units pertaining to the Developer's allocation and the Owner's allocation.

MANNER OF WORK AND SPECIFICATIONS: The materials and accessories which are to be used for construction of the building (more fully and particularly described in the Sixth Schedule hereunder written).

PROJECT: The work of development of the said property undertaken by the Developer.

UNIT: Any independent flat in the building, which is capable of being exclusively owned, used and/or enjoyed by any unit Owners and which is not the common portion.

UNIT OWNER: Any person who acquires, holds and/or owns and/or agrees to acquire hold and/or own any unit in the building and shall include the Owner's and the developer for the units held by them from time to time.

### ARTICLE-II

### OWNER represent as follows:-

- The Owner is the absolute Owner/lessee/occupier in respect of the a) property more fully described in the First Schedule hereunder written.
- There are no suits, litigations or legal proceedings in respect of the b) property.
- No person other than the Owner have any title of any nature c) whatsoever in the property or any part thereof.

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- d) The right, title and interest of the Owner in the property are free from all encumbrances and the Owner have a marketable title thereto.
- e) The premises or any part thereof is at present not affected by any requisitions 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 has been received or came to the notice of the Owner.
- Neither the property nor any part thereof has been attached and/or is liable to be attached due to Income Tax Revenue or any other public demand.
- The Owners have not in any way dealt with the property whereby the right, title and interest of the Owner as to the Ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever.

### ARTICLE - III OWNER' RIGHT

The Owners will get the Owner's allocation described in the second schedule hereunder written without any hindrance from the developer.

### ARTICLE - IV OWNER'S OBLIGATION

a) The Owner shall answer and comply with all requisitions made by the advocate of the developer for establishing the title of the Owner in respect of the property and shall make out a marketable title, if encumbered any manner. The Owner shall remain liable to rectify all latent defects in the title, if any at his costs and expenses. The Owner will make delivery of peaceful, vacant physical possession of

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During the continuance of this agreement i.e. within 24 (Twenty Four) months from the date of Execution of Development Agreement subject to hand over the land by the owner, the Owner shall not let out a fresh, grant, lease, mortgage and/or create any charge in respect of the property or any portion thereof without the consent in writing of the developer and the developer for the time being assist the Owner.

The Owner will, if required, execute agreement for sale in respect of sale of undivided proportionate share of land attributable to the units pertaining to the Developer's Allocation and present the same before the registration authority in respect of Flat pertaining to the developer's allocation for registration at the cost of the developer and /or its nominee.

The Owner with the execution of this agreement, will hand over Original copy of title deeds relating to the said property to the developer and/or Owner shall bound to produce all original documents in relating with his title or property at any time to any competent authority at the request of Developer.

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- The Owner will be solely responsible for delivering the peaceful vacant physical possession of the property to the developer free from all encumbrances.
- f) The Owner will extend all reasonable cooperation to the developer for effecting construction of the said building.
- g) The Owner shall, if required, from time to time, transfer to the developer and/or its nominee undivided proportionate share in the land attributable to the units pertaining to the developer's allocation in the building.
- In case if any encumbrances or dispute arises relating to the title or Ownership in respect of the said property, then in such event the Owner shall be liable to meet up and remove the same at his own costs and expenses. In case the Owner do not then the Developer will be at liberty to do so and to recover the said costs from the Owner.
- The Owner shall, if required, from time to time, grant such further power or authorities to the developers concerning the project, for the developers doing the various works envisaged hereunder, including the entering into an agreement for sale (excluding the Owner's allocation) and/or construction of the building and/or portion thereof and to receive all amount in pursuance thereof.
- j) Owners responsibility to negotiation with the existing tenant & provide his allocation from owner's allocation and Developer will not be responsible for the same.

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### ARTICLE V : DEVELOPER'S RIGHT

- The Developer will have the exclusive right to construction and complete the building at its own cost within the stipulated time as aforesaid subject to its getting the vacant possession of the premises with joint effort of the Owners and the Developer.
- b) In the event of any dispute, both the parties will amicably settle the matter.
- The Developer will have the exclusive right to commercially exploit the developer's allocation. The developer will have full right and absolute authority to enter into any sale agreement/sale with any intending purchaser/purchasers in respect of the said Developer's share of allocation (Save and except Owner's share of allocation) at any price of its discretion and receive advance/ consideration in full thereof.
- The Developer will be entitled to occupy and develop the property SUBJECT TO the terms of this agreement, for the duration of the project. The Developer will be entitled to use the said premises for setting up a temporary site office and/or quarters for its guard and other staff and shall further be entitled to put up sign boards and advertisement of the project and post its watch and ward staffs after getting possession of the said property from the Owners.
- e) The Developer will be at liberty to do all works as be required for Complete the building and to utilize the existing electricity and water, if any, in the property, at its costs and expenses. The Developer will have the right to obtain temporary connection of utilities for the project and the Owners shall sign and execute all

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papers and documents necessary therefore by the concerned authorities for such utilities required.

- The Developer will be entitled to receive, collect and realise all money out of the developer's allocation from the intending purchaser in respect of the units/ spaces appertaining to the developer's allocation without creating any personal and/or financial liability upon the Owners.
- The Developer will be authorized so far as it necessary to apply for and obtain quota of cement, steel, brick and other building materials for construction of the building.
- The developer will be entitled to deliver unit/flat pertaining to the developer's allocation to the intending purchaser/ purchasers.
- The developer will be entitled to transfer the undivided proportionate share of land in the premises together with flats attributable to the developer's allocation by virtue of the Power of Attorney to be given by the Owners to the developer or its nominee.
- j) The developer will be entitled to make publicity and advertisement in all possible manners for the benefit of commercial exploitation of the Developer's allocation for residential purposes only.
- the Owners shall give such co-operation to the developer and signall papers, confirmation and/or authorities as may be reasonably required by the developer from time to time, for the project, at the cost and expenses of the developer.
- l) The Developer shall have right to demolish the existing structure and taken over the existing materials.

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### ARTICLE VI : DEVELOPER'S OBLIGATION

The developer prior to delivery of possession and/or execution of a) any Deed of Conveyance in respect of flats/units and other constructed spaces under Developer's allocation to any third party or intending purchaser will deliver the flats/units and other constructed spaces under Owner's allocation complete in all respect including electrical connection, water pump, municipal drainage connection, plumbing, sewerage, overhead and underground water tanks i.e. habitable condition to the Owner within 18 (Eighteen) months from the date of execution of this agreement subject to peaceful vacant possession of the Property. Notwithstanding the developer will be entitled to extend time further 6 months for completion the project. In the event of any disputes regarding vacant possession, both the parties will amicably settle the matter according to situation.

- All costs, charges, expenses and responsibility for construction of the building and/or the development of the said premises shall be borne and paid by the developer exclusively. The developer will complete the Owner's allocation with the specification annexed hereto.
- c) The Developer will construct the building with standard materials available in the market.
- d) The Developer will bear all cost arising out of the construction of the building.
- e) The Developer will bear all liabilities and impositions in respect of the premises and/or part thereof from the date of taking possession of the premises till the Developer delivers the

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flats/units and other constructed spaces under Owner's allocation to the Owners. From the date of owner's allocation is landed over to the owners, complete and made habitable in terms hereof, the owners shall be responsible to pay and bear the outgoings and impositions in respect of the owners allocation whereas the Developer will remain responsible for the liabilities and imposition on the Developer Allocation.

### ARTICLE - VII : INDEMNITY

- The Developer indemnifies the Owner against all claims, accidents a) actions, suits and proceedings arising out of any acts of the Developer in connection with the construction of the building.
- The Developer will indemnify and keep the Owners indemnified in  ${\mathcal Q}$ b) respect of all costs, expenses, liabilities, claims, and/or proceedings arising out of any acts done in pursuance of the authorities given as aforesaid.
- Developer will keep the Owner saved harmless c) indemnified in respect of any loss, damages, costs, claims, charges and proceedings that may arise in pursuance hereof.
- The Developer indemnifies the Owner against all claims or demand d) that may be made due to anything done by the developer during development of the said premises and the construction of the new building including the claim by the adjoining properties for damages their building.
- The Developer indemnifies the Owner against all claim and e) demands of the suppliers, contractors, workmen and agents of the M/s. SATYA CONSTRUCTION

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developer on the account whatsoever including any accident of other loss. The Developer indemnities the Owner against any demand and/or claim made by the unit holder in respect of the developer's allocation.

The Developer hereby agrees with the Owner not to do any act deed or things whereby the Owner will be prevented from enjoying, selling, disposing, assigning of any of Owner's allocation in the property.

## ARTICLE VIII: COMMON UNDERSTANDINGS

In case it is required to pay any outstanding dues to the municipality or any other outgoings and liabilities in respect of the premises till the date the Owner hand over the vacant and peaceful possession of the premises to the developer, then the Owner shall pay such dues and bear the costs and expenses thereof and the Developer will be liable for the subsequent period, if any. In other word, the Developer will pay the municipal rates and taxes and electricity bills as outstanding dues of the said premises till the date of handing over possession of the Owner's allocation to the Owner, where after the owner's shall be responsible for their allocation and the Developer for their allocation.

The Owner shall be solely and exclusively entitled to the Owner's allocation and the Developer will be solely and exclusively entitled to the developer's allocation in the newly constructed building along with common service area.

c) The Owner's allocation shall be raised and constructed by the developer for and on behalf of the Owners. The Developer's allocation of the building shall be constructed by the Developer for

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The Developer will be entitled to all such monies receivable in respect of the developer's allocation **PROVIDED HOWEVER** that the monies payable and/or deposits for common purposes and common expenses shall be receivable only by the developer from all the units Owners till formation of the society or any Owner's association of the unit Owners.

e) The Developer will provide electricity connection for the said building including the Owner's allocation and provide for Owner' allocation and the Owner and/or their nominees shall reimburse for their individual meter as required to obtain electricity from the C.E.S.C to the developer.

f) Upon completion of the building, all flat Owners shall proportionately pay all costs, charges, expenses and outgoings in respect of the maintenance and management of the said building.

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- g) If so required by the Developer, the Owners shall join and/or cause such persons as may be necessary to join as a confirming parties in any documents conveyance and/or any other documents of transfer that the Developer may enter into with any person who desire to acquire units comprised in the developer's allocation and similarly, the Developer will join in respect of the Owner's allocation.
- That if the developer died during the construction of the building, the legal heirs/assignee/ successor/ successors-in-office/legal representatives will be responsible to complete the construction work of the proposed building.

## ARTICLE IX: COMMON RESTRICTIONS

- Neither party shall use or permit to use of their respective allocation or any portion of the new building for carrying any trade or activity detrimental to the peaceful living of the other occupiers of the building.
- b) Neither party shall demolish or permit to demolish any wall or make any Structural alteration to the building.
- c) Both parties shall abide by all laws, bye-laws, rules and regulations of the competent authority in enjoying the occupation of the building.
- d) Both parties will jointly form a committee to look after the maintenance of the building. But with the Owners takes possession of the Owner's allocation and the developer sell major parts of its allocation, the developer will have no liability to the said committee and/or any association to be formed.
- e) Neither party shall use or permit to usage of their respective allocation or any portion of the said building for storing articles

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which may be detrimental to the free ingress and egress to the building or part thereof.

- Both parties will allow the said association or the common person 1) to enter into their respective allocation for maintenance of the building upon giving notice in writing.
- Both parties will bear proportionate tax, maintenance cost, day to g) day expenditure of their respective allocation after completion and delivery of possession of the building.

## ARTICLE X : MISCELLANEOUS

- The Owners and the developer have entered into this agreement purely on independent status and nothing herein shall deem to a) construct a partnership between the parties in any manner whatsoever.
- Save and except this agreement no agreement and/or oral b) representation between the portions hereto exists or will have any validity.

## ARTICLE XI : FORCE MAJURE

The developer will complete the Owner's allocation within the stipulated period subject to the circumstances which may not be found beyond control of the Developer.

## ARTICLE XII: JURISDICTION

The court under which jurisdiction the property under this agreement lies will have the exclusive jurisdiction over this agreement.

M/s. SATYA CONSTRUCTION Subrater Chowdhy Partner

## STATUTORY PARA FOR DEVELOPMENT AGREEMENT

Be it noted that by this development agreement and the related development power of attorney, the developer shall only be entitled to receive consideration money by executing agreement/final document for transfer of property as per provisions laid down in the said documents as a developer without getting any ownership of any part of the property under schedule. This development agreement and the related development power of attorney shall never be treated as the agreement/final document for transfer of property between the owner and the developer in anyway. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

# FIRST SCHEDULE ABOVE REFERRED TO (THE PREMISES)

ALL THAT One Piece & Parcel of Land with 1000 sq. ft. structure measuring 6 Cottahs 15 Chittacks 14 Square Feet more or less that is 465.326 Square Metre out of 7 Cottahs 4 Chittacks 7 Square Feet more or less in R.S Khatian No – 473 & L.R Khatian No – 2803, R.S Dag No – 91/92 & L.R Dag No – 138/3526, J.L No – 19, in Mouza Garfa, Police Station – Previously Tollygunge after Kasba now Garfa, being KMC Premises No - 20 Sahid Nagar – 6 and Mailing address 6/30, Sahid Nagar, Post Office – Haltu, Police Station - Garfa, Kolkata - 700078, under ward No - 105, being Assessee No - 311052100207, District – South 24-Parganas, which is butted and bounded as follows that is to say:-

ON THE NORTH

: 12 feet K.M.C Road.

ON THE SOUTH

: Jheel.

ON THE EAST

: 6/30D, Sahid Nagar.

ON THE WEST

: 6/30A, Sahid Nagar.

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Partner

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

residential building that is Entire Second Floor, Two Flat on the Third/Top Floor that is Flat No – A (South-East-West) Side and Flat No – C (North-West) Side, and 50% on the Ground Floor, One Flat that is Flat No – B (South-West) Side and Car Parking 55% as per Sanction Plan along with undivided proportionate share of First Schedule land and common portion, common facilities & common amenities of the said proposed building, (2) Developer shall pay forfeited money of Rs.15,00,000/-(Fifteen Lakhs) in Two parts, that is a) Rs.7,50,000/-(Seven Lakhs Fifty Thousand) will pay at the time of signing of this Agreement and b) Rs.7,50,000/-(Seven Lakhs Fifty Thousand) will pay after First floor roof casting (3) Developer shall bear Shifting charges for 1(One Family) @ Rs.25,000/-(Twenty Five Thousand) only per month from the date of hand over of land until to hand over the owner's Allocation to the owner.

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

**ALL THAT** the developer will be entitled Rest of the total constructed area except the Owners Allocation in the Newly G+3 residential building as consideration money of his development cost along with proportionate share of land and common portion, common facilities & common amenities of the said proposed building.

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# FOURTH SCHEDULE ABOVE REFERRED TO (COMMON AREA AND FACILITIES)

- 1. Stair Case.
- Septic Tank.
- Boundary Walls.
- 4. Space between the Boundary Wall, out walls of the building.
- Underground Water Reservoir.
- 6. Overhead Water Tank. (P.V.C).
- 7. Motor and Pump Submar for lifting water from the underground reservoir to the overhead tank, water pipe lines, plumbing.
- 8. All sanitary and sewerage lines and systems.
- 9. Electric Wirings.
- 10. Electricity Meter Room.
- Roof of the Building for common use.

# FIFTH SCHEDULE ABOVE REFERRED TO (COMMON EXPENSES)

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- All expenses of maintenance operating replacing white washing, painting, rebuilding, reconstructing decorating redecorating and lighting the common parts, roof and the outer walls of the said building.
- Municipal taxes and other outgoings save those as are separately assessed on the respective unit.
- 3) Costs and charges of establishment of owner's allocation for maintenance of the said building.
- All expenses referred above shall be borne and paid proportionately by the owner/occupier and the Developer and/or their respective nominees on and from the date of making over possession of their respective portion.

## SIXTH SCHEDULE ABOVE REFERRED TO

[Specification of Construction]

a) Structural Construction

R. C. C.

b) Perimeter Walls

125 mm thick with cement

Work(1:6 sand cement

mortar).

c) Internal walls

75/125 mm thick with

cement work (1:5 sand

cement mortar).

M/8. SATYA CONSTRUCTION

M/s. SATYA CONSTRUCTION

Dodge - Nows

Surface finish d)

: Internal all walls and ceiling cement plastered and Putty and outside surface sand cement plaster and weather cot/Long life 10 years.

- Flooring: Marble including 4" skirting and Margin e) In all bed rooms and Dining floors.
- Good quality flash door with handle, Number 2 tower bolt (6" n Door: & 4"), Godrej latch lock, Door stopper, Magic eye hole, Good quality steel hasbold lock including two coat of white primer. LANDOWNER also get Main Door by Sagwan Wood and frame by Sal Wood, Collapsible Grill and Box Grill of any two flat from his/owner allocation.
  - g) Window: Aluminium sliding and Box grill and one vision glass of every window. (If get permission by the K.M.C).
- Will make arch and Marble Floor, black stone h) Kitchen: with granite top kitchen platform with 3 ft. height and colour Granit ceramic tiles on all over the wall upto window lable. One Steel Sink with one tap Jaquar/Parryware and one tap under the Sink. LANDOWNER also get colour Granit ceramic tiles on all over the wall upto roof lable of any two flat from his/owner Allocation.
- Toilet: Marble floor with tile's wall (any two flat of owner i) allocation) roof lable ceramic tiles over all, two wall hanging white commode (Parryware) with cistern C.P. taps, concealed Jaquar/Parryware water lines, handwash basin and shower in toilet and both the toilets

M/s. SATYA CONSTRUCTION

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shall be provided with suitably position lights, Fan, 3 Pin Plug Point and Geyser Point. One Shower point, One Geyser Point and One Basin, One Exhaust Fan Point in Wic.

h) Electricals: Concealed copper wire line with necessary fittings, sufficient 2 Light Point, 1 Fan Point, 1 Plug 5 AMP Point in normal Bed Room and 2 Light Point, 1 Fan Point, 1 Plug 5 AMP Point, 2 A/C Point in any Two Bed Room and 1 Light Point, 1 Exhaust Fan Point, 1 Geyser Point & Fan Point in Toilet/Bathroom and 1 Light Point, 1 Exhaust Fan Point & 1 Geyser Point & Fan Point in W.C. and 1 Light Point, 1 Exhaust Fan Point, 1 5AM Plug Point for water filter, 2 15AMP Plug Point in the Kitchen and 2 Light Point, 2 Fan Point, 1 T.V Point, 1 Fridge Point, 1 Calling Bell Point, 1 D.B.Box Point (S.P) in Dining Room and 1 Light Point, 1 Washing Machine Point, 1 15AMP Plug Point in Balcony, 1 Fan Point in verandah and also Developer will provide One common electric meter in the building for connection in the common areas.

LANDOWNER also get 3 AC Point of Three Bed Room, 4 Geyser Point & 4 Fan Point in Toilet/Bathroom and W.C and 2 separate electricity meter of any two flat from his/owner Allocation.

i) Finishing: Putty over sand cement plaster would be done in all inside walls but external walls will be painted with weather coat, (Ultima Protect) grill will be colour with two coats of

MB. SATYA CONSTRUCTION

and Sin

M/s. SATYA CONSTRUCTION Substates Chowdhy
Partner

synthetic enamel over primer. The sit will provide in the garage gate and the gate light will provide in the piller. The cemented tiles will provide in the garage floor and light point. Karf board will provide in Bed Room. (If get permission by the K.M.C).

Water: Municipal water supply at underground reservoir
With pumping facilities to overhead tank for
distribution of water to the individual flats through
common surface pipe line (PVC) and pipe line up to
the overhead tank at the roof of the building.(Auto
censer switch for pump.)

m) Stairs and Landings

Marble Floor.

n) Outside boundary wall

5' feet wall provide in three side of the building except

front side.

o) Marble will provide of the Stair case & all floor & net cement will provide common area of the ground floor and Ralling by Steel (S.S) frame and Tin Shed & net cement of the entire roof & P4 tank will provide on the roof and CC Camera fittings on Common Passage and surrounding area and per floor of the building and in front of lift. Sub marcel pump will provide. Lift capacity will provide for four person. (If get permission by the K.M.C).

M/R. SATYA CONSTRUCTION

M/8. SATYA CONSTRUCTION
Subrale Dhy

Portner

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

### SIGNED, SEALED & DELIVERED

at Kolkata in the presence of:

### WITNESSES :-

chandra Boru W/o- Avijit sase

6/30 Schiel neagor kol - 700078

2. Arghadeep Basu Ws. SATYA CONSTRUCTION S/o-Avijit Bosu at - 6/30, Salid Nagor, Kalkata - 70078

Avijit Base

M/s. SATYA CONSTRUCTION

Signature of the Developers

Drafted by me: Joydeb Monda wB/1154/2012 Advocate Alipore Judges' Court,

Computer typed by: Sardip Daloi Alipore Judges' Court, Kolkata - 700 027.

Kolkata – 700 027.

### MEMO OF CONSIDERATION

**RECEIVED** of and from the within named Developer the within mentioned a sum of Rs.7,50,000/-(Rupees Seven Lakhs Fifty Thousand) only as per memo below.

Date	Bank & Branch	Cash/Cheque No.	Amount Rs.
25.10.2022	Federal Bank Gariahat Branch	FDRLR520221- 025002	7,00,000/-
25.10.2022	Garlanat Diane.	cash	50,000/-
		Total:	7,50,000/-

(Rupees Seven Lakhs Fifty Thousand) only

w	I	T	N	E	S	S	E	S:
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1. Chandra Ball w/o-Avijit Bosu at - 6/30, solid Nogor, Kolkola-700078, [Signature of the Owner)

2. Arghadeep Basse sto - Avijit Buse at - 6/30, Solvid Nagar, Kalkata - 700078,

## Major Information of the Deed

- 3	2	The Deca			
peed No:	I-1603-17394/2022	Date of Registration 16/11/2022			
Query No / Year	1603-2003188152/2022	Office where deed is registered			
Query Date	09/11/2022 3:26:08 PM	D.S.R III SOUTH 24-PARGANAS, District: South 24-Parganas			
Applicant Name, Address & Other Details  ALIPORE JUDGES COURT, Thana: Alipore, District: South24-Parganas, WEST BENGAL, Mobile No.: 9239426185, Status: Advocate					
Transaction	· 经产品 (1988) (1986) - 11 (1996)	Additional Transaction			
[0110] Sale, Development A agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 7,50,000/-]			
Set Forth value	CHANGE STATE OF THE STATE OF TH	Market Value			
Rs. 2/-		Rs. 1,78,29,051/-			
Stampduty Paid(SD)	大学校。1965年8月1日 1月1日 1月1日 1月1日 1月1日 1月1日 1月1日 1月1日	Registration Fee Paid			
Rs. 40,021/- (Article:48(g))		Rs. 7,553/- (Article:E, E, B)			
Remarks	Received Rs. 50/- (FIFTY only) from area)	Rs. 7,553/- (Article:E, E, B) the applicant for issuing the assement slip.(Urban			

District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sahid Nagar Road, Road Zone: (Other than on P.A.S Connector -- Other than on P.A.S Connector), , Premises No: 20, , Ward No: 105 Pin Code: 700078

105	Pin Code: 70	00078		and the second second (a)	A-on of Land	SetForth	Market	Other Details
Sch No- L1	Plot Number (RS:-)	Khatian Number	Proposed Bastu	1	6 Katha 15 Chatak 14 Sq Ft	Value (In Rs.) 1/-	1,75,59,051/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
	Grand	Total:			11.479Dec	1 /-	175,59,051 /-	

Structure Details :		Market value	Other Details
No Details Structure	Setforth (1) Value (In Rs.)	(In Rs.)	Structure Type: Structure
S1 On Land L1 1000 Sq Ft.		,	age of Structure: 0Year, Roof Type:

Gr. Floor, Area of floor: 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete

Tiles Shed, Extent of Completion: C	omplete		
Total: 1000 sq ft	1 /-	2,70,000 /-	

dLord Details:

51	Name, Address, Photo, Finger	print and Signatu	ire * 24 Tute.	
1	Name Avijit Basu	Photo	Finger Print	Signature
	Son of Late Ajit Kumar Basu Executed by: Self, Date of Execution: 16/11/2022 , Admitted by: Self, Date of Admission: 16/11/2022 ,Place : Office			Avrjit Baser
		16/11/2022	LTI 16/11/2022	16/11/2022

6/30 , Sahid Nagar ,, City:- , P.O:- Haltu, P.S:-Kasba, District:-South24-Parganas, West Bengal, India, PIN:- 700078 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: agxxxxxx0a, Aadhaar No: 65xxxxxxxx4285, Status :Individual, Executed by: Self, Date of Execution: 16/11/2022

, Admitted by: Self, Date of Admission: 16/11/2022 ,Place: Office

**Developer Details:** 

Construction (as PARTNER)

_	Dev	eloper Details:
	SI	Name,Address,Photo,Finger print and Signature
1	No	waite, Address, Floto, Filiger print and orginated
1	40,000 - 30.	20年代 - 11 年
1	1	Satya Construction
1		Satya Construction 5/1/1b, Comfield Road, Present Dr Radha Kumud Mukherjee Road, City:-, P.O:- Gariahat, P.S:-Gariahat, 5/1/1b, Comfield Road, Present Dr Radha Kumud Mukherjee Road, City:-, P.O:- Gariahat, P.S:-Gariahat, 5/1/1b, Comfield Road, Present Dr Radha Kumud Mukherjee Road, City:-, P.O:- Gariahat, P.S:-Gariahat, 5/1/1b, Comfield Road, Present Dr Radha Kumud Mukherjee Road, City:-, P.O:- Gariahat, P.S:-Gariahat, 5/1/1b, Comfield Road, Present Dr Radha Kumud Mukherjee Road, City:-, P.O:- Gariahat, P.S:-Gariahat, 5/1/1b, Comfield Road, Present Dr Radha Kumud Mukherjee Road, City:-, P.O:- Gariahat, P.S:-Gariahat, 5/1/1b, Comfield Road, Present Dr Radha Kumud Mukherjee Road, City:-, P.O:- Gariahat, 5/1/1b, Comfield Road, Present Dr Radha Kumud Mukherjee Road, City:-, P.O:- Gariahat, 5/1/1b, Comfield Road, Present Dr Radha Kumud Mukherjee Road, City:-, P.O:- Gariahat, 5/1/1b, Comfield Road, Present Dr Radha Kumud Mukherjee Road, City:-, P.O:- Gariahat, 5/10/1b, Comfield Road, Present Dr Radha Kumud Mukherjee Road, City:-, P.O:- Gariahat, 5/10/1b, Comfield Road, Present Dr Radha Kumud Mukherjee Road, City:-, P.O:- Gariahat, 5/10/1b, Comfield Road, Present Dr Radha Kumud Mukherjee Road, City:-, P.O:- Gariahat, 5/10/1b, Comfield Road, Present Dr Radha Kumud Mukherjee Road, City:-, P.O:- Gariahat, 5/10/1b, Comfield Road, Present Dr Radha Kumud Mukherjee Road, City:-, P.O:- Gariahat, 5/10/1b, Comfield Road, Present Dr Radha Kumud Mukherjee Road, City:-, P.O:- Gariahat, 5/10/1b, Comfield Road, Present Dr Radha Kumud Mukherjee Road, City:-, P.O:- Gariahat, 5/10/1b, Comfield Road, Present Dr Radha Kumud Mukherjee Road, City:-, P.O:- Gariahat, 5/10/1b, Comfield Road, Present Dr Radha Kumud Mukherjee Road, City:-, P.O:- Gariahat, 5/10/1b, Comfield Road, Present Dr Radha Kumud Mukherjee Road, City:-, P.O:- Gariahat, 5/10/1b, Comfield Road, Present Dr Radha Kumud Mukherjee Road, City:-, P.O:- Gariahat, 5/10/1b, Comfield Road, City:-, P.O:- Gariahat, City:-, P.O:- Gariahat, City:-, P.O:- Gariahat, City:-, P.O:- Gariahat,
1		District: South 24-Paragas West Rengal India PIN:- 700019, PAN No.:: adxxxxxx7,Addidan No.:
- 1		by UIDAL Status Organization, Executed by: Representative
- 1	1	Iby IIIDAL Status Organization Executed by Representative

	Name Subrata Chowdhury (Presentant) Son of Late Sunirmal Chowdhury Date of Execution - 16/11/2022, Admitted by: Self, Date of Admission: 16/11/2022, Place of Admission of Execution: Office		Finger Print	Submita Doudly.
	1/10c , Bosepukur Prantick De	Nov 16 2022 12:27PM	LTI 16/11/2022	16/11/2022
- 1	III IUU I DUSEDHKIII Prantial Da	Iller O'r		Derganas West

1/10c, Bosepukur Prantick Pally,, City:-, P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700042, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: aexxxxxxx0b, Aadhaar No: 77xxxxxxxxx6976 Status: Representative, Representative of: Satya Construction

### Identifier Details:

Name	Photo	Finger Print	Signature
Joydeb Mondal Son of Late S Mondal Alipore Judges Court ,, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24- Parganas, West Bengal, India, PIN:- 700027			Joydeb Mondal
	16/11/2022	16/11/2022	16/11/2022

Identifier Of Avijit Basu, Ranjeet Singh, Subrata Chowdhury

Transf	er of property fo	rL1_
SI.No		To. with area (Name-Area)
1	Avijit Basu	Satya Construction-11.479 Dec
Transf	er of property fo	r/S1
SI.No		To. with area (Name-Area)
1	Avijit Basu	Satya Construction-1000.00000000 Sq Ft

### Endorsement For Deed Number : 1 - 160317394 / 2022

## On 16-11-2022

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

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

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

Presented for registration at 12:14 hrs on 16-11-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Certificate of Market Value(WB PUVI rules of 2001) Subrata Chowdhury,

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,78,29,051/-

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

Execution is admitted on 16/11/2022 by Avijit Basu, Son of Late Ajit Kumar Basu, 6/30, Sahid Nagar, P.O. Haltu, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession Business Indetified by Joydeb Mondal, , , Son of Late S Mondal, Alipore Judges Court ,, P O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 16-11-2022 by Ranjeet Singh, PARTNER, Satya Construction (Partnership Firm), 5/1/1b Comfield Road , Present Dr Radha Kumud Mukherjee Road ,, City:- , P.O:- Gariahat, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019

Indetified by Joydeb Mondal, , , Son of Late S Mondal, Alipore Judges Court ,, P.O. Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 16-11-2022 by Subrata Chowdhury,

Indetified by Joydeb Mondal, , , Son of Late S Mondal, Alipore Judges Court ,, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7,553.00/- ( B = Rs 7,500.00/- ,E = Rs 21.00/-H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 7,521/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/11/2022 5:44PM with Govt. Ref. No: 192022230168433551 on 10-11-2022, Amount Rs: 7,521/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKV3616639 on 10-11-2022, 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 100.00/-, by online = Rs 39,921/-

1. Stamp: Type: Impressed, Serial no 9894, Amount: Rs.100.00/-, Date of Purchase: 21/10/2022, Vendor name: Description of Stamp

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/11/2022 5:44PM with Govt. Ref. No: 192022230168433551 on 10-11-2022, Amount Rs: 39,921/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKV3616639 on 10-11-2022, Head of Account 0030-02-103-003-02



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

1

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1603-2022, Page from 565326 to 565361
being No 160317394 for the year 2022.



Shan

Digitally signed by Debasish Dhar Date: 2022.11.16 18:43:40 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/11/16 06:43:40 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS West Bengal.

(This document is digitally signed.)