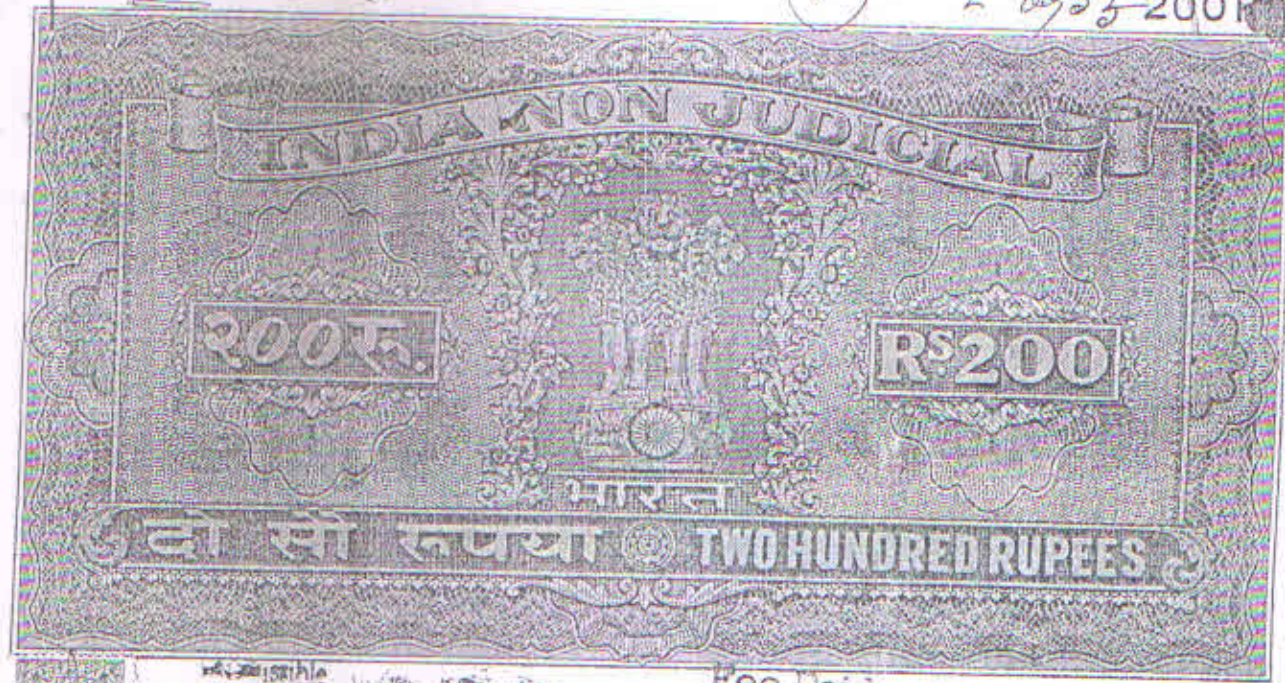


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29

I 6953-200R



Responsible under Section 21 and also under Section 5 of the West Bengal L.R. Act, 1955, duly stamped (with non-judicial stamp) duty under the Indian Stamp Act 1899 as amended in 1964 Schedule I, No. 29 Process Fee Rs. 1.00 Paid in C.R. 1.00

Fee Paid

A 55/50
15/-
Info) 2/-
N 1/50
7/-

Pratima Sen

Registrar U/S 7(2)
Alipora, 24 Parkanna

৳ ৭০০, টাকা মূল্য

স্বাক্ষর অক্ষতি প্রিন্টের আদে যোগাবাদ

৳ ১৫০ -
৳ ৩০ -
৳ ২০ -
৳ ৪ -

শ্রী অমিত কুমার পাল চৌধুরী বিত্তা শ্রী স্বপ্নাঙ্কন পাল চৌধুরী কতি হিন্দু
পেশা চাকুরী আকস্মিক ২৩৩ বর্ষের নবীন যেন কোড, যানা কুমদম, গেল্লা ২৪
পকানা, কলিকতা ২৮।

শ্রী অশী প্রিয়লতা চক্রবর্তী স্বামী শ্রী দেবপ্রসাদ চক্রবর্তী কতি হিন্দু
পেশা প্রকৃষ্ণালী, আকস্মিক ৬৭ বর্ষের যোগ লেন, যানা আদব শ্রব,
কলিকতা ৪৭। স্বামি আকস্মিক **S.P.P. WROGAN** যানা ৩১/১২/৬৭,
২৪ পকানা।

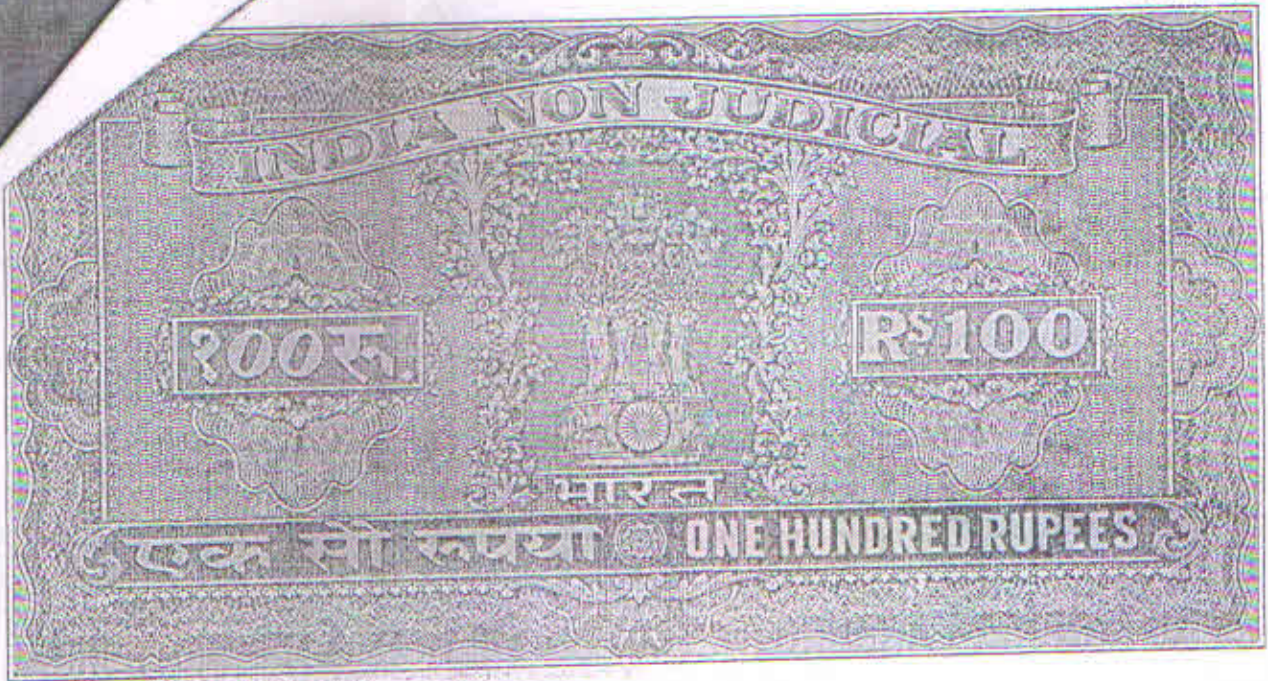
Pratima sen
Proprietor



150 Rs. Non-Judicial

कम्प-अक्षर, निर्यात उ निर्यात अवस्थाप स्थानीय भारत १०११ तिब वणत
अने छुटार कमि ७२२२ भारतीय रक्षितश्च उ ईकाले- राईटे अइ करवण्ड
इक इन्सुल अक्षति विक्रयत आप वेणवाला पुत्रमिन्त्र वणतवराणः-
कोला २४ पणना, खाना कमदम अत अल्लवर्षीन कोःअल नः २०,
कोला आटगाट्टि, २७० नः अति, उदुत्तम आनिव रतमाले पतिम-वण्ड
अववणत पाए २४ पणना कोला वणलवण्डेव- वणामुव- अविवणत २२
नः अतिथान उ कर्वीन २०, २०, २२ उ २० नः अतिथानिहित १९२४
अतिव निर्याती अतिअक्षीय वणिक ४.४४ पणना वणत कमिवा याथा
अहमद कयनाल आवेदिन उवण्ड कयनाल उदिन, मुआममठ विवि, -
इविबल्लुहा, अहमद अतिवदिन आहमद, अहमद नाअतिदिन आहमद,
अहमद अयनुदिन आहमद उ मुआममठ विवि नाअति २०२५ दिहात
अइ कयनालि अक्षति आवे । ताथाण उवाणउ वणत कमिवा कोला

S.D.P. NIRMAN
Pratimaker
Proprietor



Pratima Sen

कथना करिती थाणावणाला लीक विलि करिवाच धोउता वगिले पत्र श्री
बीरेश्वर विजोरा वरु वय लेखी दि. कालिउता लेखी आदिमेर २१७०
आलेस ७२१२ नु. लेखीहउठि अणवता दिविहारी लीक पत्र दालिलेव
द्वारा उक कथनाल ओवेदिन उरए कथनाल उदिन दि. निवटे इहउ
अणवत अहणे अणवत उ अणवत कथनालव निमुक हायन। पत्र उक
कथनाल ओवेदिन उरए कथनाल उदिन दि. ताहादिलेव अणवत
अणवत आमीअ आण विदिन करिवाउ धोउता करिलि श्री अणीश्वर
विजोरा वरु वय लेखी दि. कणीअन दमदम आणवेदिनी आदिमेर
२१७० आलेस १७२२ नु. लेखी हउठि आण वेवनाला दालिलेव द्वारा
उक कथनाल ओवेदिन दिगि निवटे इहउ करिद करिया उहाउ
अणवत उ अणवत कथनालव इहया अणवत अणवत उदिनमि.
पुनलिदिउ ताहादिलेव निद नाव अणवत करि: आण वेवनालेउण

S.D.P. NIRMAN
Pratima Sen
Proprietor

S. D. P. NIRMALAN

শ্রী সুকিতি সিংগার বনু গাখারৌরী ও শ্রীমতী বল্লভী বনু গাখারৌরী
 অসলে উপায়েক নামে খাজ . ৭৩০২ নংক অর্থিক কারিত অতুবান
 ও কারিত স্থানসংগে ইহা নাম প্রমাণিত্রে জিগ দখল করিয়া
 আশ্রিত্রে খাজসালে স্থানীয় মাগব / ৩।। বগা কাম মাগ বিক্র
 করিয়া হেদগা করিলে বনু আমি ত্র দালি সতা ও বিক্রিত
 উহা বগাখিঃ দক্ষম আশ্রিত্রে অর্থিক Book No I Volume No
 58, Pages 290 to 295 Being No 3967 for the year 1963 সালে
 বৈশিষ্টী কৃত্ত নবমা বিমুক্তি মাগ বেগাল দালি দ্বাৰা আমি
 আমায় নিব শ্রী বন অর্থ উক শ্রী শ্রীমতী সিংগার বনু গাখারৌরী
 দি় নিব ইহা অর্থ করিয়া নাম অর্থিক জিগ দখল করিয়া
 আমিত্রিই যথা দান, বিক্র, হস্তান্তরাদি করিয়াও উক্ত মাগ
 ও অর্থিক আমায় আছে।

অতঃপর আমায় নগদ অর্থ প্রদান হস্তান্তর আমায় করিয়া
 উপায়েক / ৩।। মাগ তিন বগা কাম মাগ বিক্র করিব অন্তঃস্থ
 যোজনা করিলে বনু আমি ক্রেতা উহা অর্থ করিতে ইচ্ছুক
 ইহা উহার সর্বাধিক মূল্য বেলামোকা ৮৭০০ আট হাজার ৭০
 শত পঞ্চাশ টাকা দিতে শ্রীকার বগা আমি আমায় প্রদানিত
 উক মূল্য অমত ইহা ও মূল্য নিমিত দাৰা আমায় নিব
 ইহা অর্থ করিয়া উপায়েক বনিত ও আমায় করিয়া বেলামালি
 প্রার্থিত নবমা প্রদানিত মাল রঙ বেহিত ও সীমিত ০৫
 সর্বাধিক স্থানীয় মাগব / ৩।। তিন বগা আট টাক কাম

S. D. P. NIRMALAN
Pratima Sen
 Proprietor

Pratima Sen

2256 ন্য. মতিমান শ্রমিকের মত মাবনা ১০২ ন্য.মা

2250 ন্য. মতিমান শ্রমিকের মত মাবনা ১০৩ ন্য.মা

মোট ২৫ ন্য.মা মাত্র। বাকি মালিক অঙ্ক বিচারে রাখি।

২৪০ ন্য. মত সন্তোষজনক বিভিন্নভাবে মোটামুটি ৩০০০ ন্য.

মত, যাতে ২১ ন্য. মতিমান ইজিত মত 2251, 2252,

2253, 2254, 2259, 2260 ন্য. মতিমান। মোট রাখি

২১ ন্য. মত মোট মাবনা ১০১১ ন্য. মত, বিশেষ প্রকারে

শ্রমিকের মত মাবনা মাত্র ২.৩০

ন্য.মা মাত্র। বাকি - 2252 ন্য. মতিমান শ্রমিকের মাবনা ২৫

ন্য.মা মাত্র। 2252 ন্য. মতিমান শ্রমিকের মাবনা ৪৫ ন্য.মা

2253 ন্য. মতিমান শ্রমিকের মাবনা ৪৫ ন্য.মা।

2254 ন্য. মতিমান শ্রমিকের মাবনা ৪৫ ন্য.মা।

2259 ন্য. মতিমান শ্রমিকের মাবনা ৪৫ ন্য.মা।

2260 ন্য. মতিমান শ্রমিকের মাবনা ২০ ন্য.মা।

মোট ২.৩০ ন্য.মা মাত্র। অতিরিক্ত মত মাত্র।

মালিকের মত

২২৫৬ ন্য. মতিমান রাখি

২২৫০ ন্য. মতিমান রাখি মোট ৩০০০ ন্য. মত

২২৫১ ন্য. মতিমান রাখি

২২৫২ ন্য. মতিমান রাখি

অতিরিক্ত মত বিশেষ প্রকারে মতিমান রাখি

Pratima Sen
S.D.P. NIRMAN
Proprietor

ଅନୁମତି ପତ୍ର

ଆମର/୩। ଅତି କମେ ତିନି ଦିନ ୨୫-୩-୨୨/ ଅନୁମତି ପତ୍ର
ବାହାର ସାହାଯ୍ୟ ପ୍ରଦାନ ଓ ଡିମାଣ୍ଡ ନାହିଁ ଏବଂ ନିମ୍ନଲିଖିତ
ସମ୍ପତ୍ତି ଓ ଲାଗୁରାଜ୍ୟ ସମ୍ପତ୍ତି ହେବ ।

ପାଠକ-
ଅନୁମତି ପତ୍ର ଓ ଅନୁମତି ପତ୍ର
(କାଳିକା) ନାମକ SBC/HS 258403 ନଂ
କେବଳ ଅନୁମତି ପତ୍ର ୫୯୦୦, ଏବଂ ସାହାଯ୍ୟ
ଆଉ କିଛି ସମ୍ପତ୍ତି ନାହିଁ ।
ତା. 20.9.92

ଶ୍ରୀ ଅନୁମତି ପତ୍ର

ଡିମାଣ୍ଡ

ଶ୍ରୀ ନିର୍ମାଣ ଡିଭିଜନ୍
64/58 Belgachia Road
Cal - 37

Ajit Somadder
12, Kavi nalini Sen Road
Cal 28.

ନିର୍ମାଣ
ଶ୍ରୀ ନିର୍ମାଣ ଡିଭିଜନ୍
କେବଳ ଅନୁମତି
କାଳିକା ନଂ ୧୨/

S.D.P. NIRMAN
Pratimansen
Proprietor

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु. 5000

पाँच हजार रुपये

Rs. 5000

FIVE THOUSAND RUPEES

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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3K सह
+ 1000 मीटर
cement

Certified that the document is authentic to registration. The Signature Sheet and endorsement Sheet Attached to the document are the part of the document.

Additional Registrar State Registrar
Coimbatore, Dum Dum, 24-Pgs. (19/19)

2 MAR 2019

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this 12th day of March
Two Thousand Nineteen (2019) of the Christian Era at Kolkata.

S. D. P. NIRMAN
Pratima sen
Proprietor

BETWEEN

SRI AJIT BHUSHAN PAL CHOWDHURY (PAN :AENPP8263P) son of Sri Kanailal Pal Chowdhury, by faith Hindu, by occupation Service, by nationality – Indian, residing at 233, Kabi Nobin Sen Road, P.O. & P.S.- Dum Dum, Kolkata – 700028, District - North 24 Parganas, hereinafter referred to as the "OWNER" (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include his heirs, executors, survivors, administrators, legal representatives and assigns) of the FIRST PART.

AND

M/S S D P NIRMAN a Proprietorship firm having its registered office at Sen Villa, 119, Gorakhabasi Road, Ground Floor, P.O. & P. S. - Dum Dum, Kolkata – 700 028, Dist- 24 Parganas (North), being its represented by its Proprietor namely SMT. PRATIMA SEN (PAN:- DAPPS9803D) wife of Sri Shyamal Chandra Sen, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at Sen Villa, 119, Gorakhabasi Road, Ground Floor, P.O. & P. S. - Dum Dum, Kolkata – 700 028, Dist- 24 Parganas (North), hereinafter called and referred to as the DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS Srimati Priyalata Chakraborty, wife of Sri Heramba Chakraborty, purchased a plot of land admeasuring 3 (Three) Cottahs 8 (Eight) Chittaks more or less, Mouza – Satgachi, Holding No. 265, Dag No. 3011, Khatian No. 2253, 2255, 2257 and 2259, J.L. No. 20, R.S. No. 154, Touzi No. 160, District - North 24 Parganas under South Dum Dum Municipality, from one Sri Sachindra Kishor Basu Roy in the year 1966 and became the absolute owner of a plot which was registered in her favour by Sri Sachindra Kishor Basu Roy by virtue of Sale Deed registered in the office of Sub- Registrar Cossipore Dum Dum and recorded in Book No. - 1, Volume No. 58, Pages 290 to 295, being Deed No. 3967 for the year 1966.

WHEREAS the said Srimati Priyalata Chakraborty sold, transferred, conveyed such land admeasuring 3 (Three) Cottahs 8 (Eight) Chittaks more or less to Sri Ajit Bhushan Pal Chowdhury and such land was registered in favour of the said Sri Ajit Bhushan Pal Chowdhury in the year 1975 and registered in Book number 1, Volume No. 174, Pages 191 to 197 Being No. 6953.

S. D. P. NIRMAN
Pratima sen
Proprietor

WHEREAS the party of the first part is the absolute and recorded owner of the property and is in khas possession of vacant land measuring an area of 3 (Three) Cottahs 8 (Eight) Chittaks more or less, lying and situate at Kabi Nabin Sen Road, Mouza – Sahgachi, J.L. No. 20, R.S No. 154, Touzi No. 160, comprise in C.S. Dag No. 934 and 941 and R.S. Dag No. 3004 under Khatin No. 19 and sub Khatian No. 2250/1, 2252, 2254, 2258 and 2260, L.R. Dag No. 3006 L.R. Khatian No. 84, under Holding No. 487, Kabi Nabin Sen Sarani, P.S. Dum Dum, Kolkata – 700028, Municipal Ward No. 25, under South Dum Dum Municipality in the District of 24 Parganas (North), by virtue of one registered Deed of Conveyance dated the 3rd day of October, 1975 executed by Smt. Priyalata Chakraborty and recored in Book No. 1, volume no. 174 Pages 191 to 197, Being No. 6953 for the year 1975 with the Sub Registrar of Alipore, more particularly described and mentioned in the **FIRST SCHEDULE** hereunder written (hereinafter called as the “**SAID PROPERTY**”).

NOW THIS AGREEMENT WITNESSETH as follows:-

1. Unless the context otherwise requires, the following words shall have the meaning given besides each of them :
 - a. **ADVOCATE** shall mean the Advocate which any person or firm appointed or nominated by the Developer for the supervision of the legal affairs of the premises and building to be constructed thereon hereinafter defined.
 - b. **ARCHITECT** shall mean and include any person or firm appointed or nominated by the Developer as Architect for the design, supervision of the construction of the building hereinafter defined.
 - c. **THE SAID BUILDING** shall mean and include proposed Multi-storied building consisting of residential flats and garages on the said land according to the plan to be sanctioned by the competent authority and in conformity with the said details of construction specifically written in the Fourth Schedule hereunder subject to the terms and conditions hereinafter stated.
 - d. **BUILDING PLAN** shall mean and include the drawings, plans and specification of the said building to be approved by the owner and sanctioned by the South Dum Dum Municipality with any renewal or amendments thereto and or modification thereof made or caused by the

S. D. P. NIRMAN
 Pratima Sen
 Proprietor

Developer after approval of the owner and sanctioned by the competent authority or other authority.

- e. OWNER shall mean and include **SRI AJIT BHUSHAN PAL CHOWDHURY** son of Kanailal Pal Chowdhury, by faith Hindu, by occupation Service, by nationality – Indian, residing at 233 Kabi Nobin Sen Road, Kolkata – 700028, P.S. Dum Dum, District North 24 Parganas, including his heirs, executors, survivors, administrators, legal representatives and assigns to the owners shall be added to the present address of the owner.
- f. DEVELOPER shall mean **M/S S D P NIRMAN** a Proprietorship firm having its registered office at Sen Villa, 119, Gorakhabasi Road, Ground Floor, P.O. & P. S. - Dum Dum, Kolkata – 700 028, Dist- 24 Parganas (North), being its represented by its Proprietor namely **SMT. PRATIMA SEN** (PAN:- DAPPS9803D) wife of Sri Shyamal Chandra Sen, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at Sen Villa, 119, Gorakhabasi Road, Ground Floor, P.O. & P. S. - Dum Dum, Kolkata – 700 028, Dist- 24 Parganas (North), hereinafter called and referred to as the DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.
- g. OWNER'S ALLOCATION shall mean and include the area of the building which is to be allotted to the owner in accordance with the terms and conditions of these presents along with the common facilities and amenities attributable to the constructed area allotted to owner, specifically and particularly set out in the Second Schedule hereunder written.
- h. DEVELOPER'S ALLOCATION shall mean and include the balance / remaining portions of the constructed area in the building to be constructed on the said land after allocation made to the owner, including proportionate share of land and the common facilities and amenities attributable to the constructed area which are to remain with the Developer, specifically and particularly set out in the Third Schedule hereunder written.
- i. PREMISES (OR THE SAID PROPERTY) shall mean and include ALL THAT piece and parcel of land admeasuring an area of 3(Three) Cottahs 8(Eight) Chittaks more or less, lying and situate at Kabi Nabin Sen Road, Mouza - Satgachi under Holding No. 266 P.S. Dum Dum,

S. D. P. NIRMAN

Pratima sen

Proprietor

Kolkata - 700028 under South Dum Dum Municipality in the District of 24 Parganas (North) vide registered Deed of Conveyance dated the 3.10.1975 executed in favour of the said Sri Ajit Bhushan Pal Chowdhury (the "owner" hereto) in Book No. 1, volume no. 174 Pages 191 to 197, Being No: 6953 for the year 1975 with the Sub Registrar of Alipore, which is specifically and particularly mentioned and described in the First Schedule written hereunder.

- j. SALEABLE SPACE shall mean and include the space in the building available for independent use and occupation after making due provisions for common facilities and the space required there for.
- k. MUNICIPALITY shall mean the South Dum Dum Municipality and shall also include other concerned authorities which may recommend, comment upon, approve and / or sanction plan.
- l. LAND shall mean and include and morefully and particularly mentioned in the first schedule hereinbelow.
- m. TRANSFER shall mean and include with its grammatical variations shall include transfer by profession and by any other means adopted for effecting what is understood as a transfer of space in the proposed Multi storied to the intending purchaser and / or purchasers thereof although the same may not amount to a transfer in law.
- n. TRANSFeree shall mean and include a person, firm, limited company, association of persons to whom any space in the building is to be transferred.

2. THE OWNER HEREIN HAVE REPRESENTED TO THE DEVELOPER AS FOLLOWS:-

1. That the owner is the sole and absolute owner of the said property described in the **FIRST SCHEDULE** hereto and such property is free from all encumbrances whatsoever.
2. The entirety of the premises is in the khas possession of the Owner and no other person or persons other than the Owner have the valid title and interest, occupancy, easement or otherwise on the premises or any part thereof.

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 Pratimasan
 Proprietor

3. That there are no suits and of proceedings and or litigation pending in respect of the said property or any part thereof.
4. No person or persons other than the Owner have any right, title and interest of any nature whatsoever, in the said property or any part thereof.
5. The right, title and interest of the owner in the said property is fully free from all sorts of encumbrances whatsoever and the owner herein has good and marketable title thereto.
6. No part of the said property has been or is liable to be acquired under the Urban Land (Ceiling and Regulations) Act 1976, and / or under any other law and no proceedings are pending in respect thereof.
7. The said property or any part thereof is at present not affected by any requisition 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 come to the notice of the owner herein.
8. Neither the said property nor any part thereof has not been attached and / or is liable to be attached by any decree or order of any court of law or due to income Tax, Revenue or any other Public Demand whatsoever.
9. The owner herein has not yet any way dealt with the said 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.
10. There are no wakfs, tombs, mosque, burial grounds and / or any charge or encumbrances relating to or on the said property or any part thereof.
11. The owner herein shall have no difficulty in obtaining Income Tax Certificate and / or any permission for the completion of the transfer of the Developer's allocated portions to the Developer and / or its nominee and / or otherwise in fulfilling their other obligations hereunder written.
12. The owner herein is fully and sufficiently entitled to enter into this Agreement.

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Proprietor

3. The Owner herein has agreed to appoint the Developer in respect of the said property and the Developer, relying upon the representation of the owner, has agreed to develop the said property to complete the project, pay the monies and to the works as and on the terms and conditions mentioned hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN AND DECLARED IN THE PRESENCE OF THE FOLLOWING WITNESSES:-

1. The owner herein have appointed the Developer as the Developer of the said property to construct a multi storied building with residential flats and garages and the Developer has accepted such appointment on the terms and conditions hereunder contained.
2. The owner grants exclusive rights to the Developer to undertake construction on the said property in accordance with the plan to be sanctioned by the South Dum Dum Municipality.
3. The owner grants exclusive rights to the Developer to enter into agreements with prospective buyers / customers and cause sale of / transfer / convey the residential units / flats and garages to different parties by the Developer except the owner's allocation and the owner shall also grant to the Developer a Registered Development Power of Attorney as may be required for the purpose of all necessary permission and sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the South Dum Dum Municipality.
4. The Development of the premises will be in the following manner:
 - a) The Owner shall deliver vacant, khas and peaceful possession of the premises or the said property to the Developer and the Developer shall arrange one self contained Flat consisting of three bed rooms for the owner for temporary accommodation / rent during the period of construction of the new building. For this purpose, the Developer shall pay Rs.12,000/- (Twelve Thousand) only towards such rent / temporary accommodation of the owner from the day the owner hands over vacant possession of the said property to the Developer, till the time the Developer hands over possession of the owner's allocation to the owner.

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Proprietor

- b) Simultaneously with the execution hereof, the owner herein shall handover to the Developer and / or its Advocate, the photocopies of all deeds and documents in respect of the said property. If the original papers, deeds and documents are required by the Developer at any time, the owner shall produce the original deeds and documents to the concerned authority for inspection as and when necessary. After completion of the building in all respects, the owner shall produce the said original documents to the association which will be formed by all the flat owners including the owner.
- c) At any time the Developer shall enter upon the said premises / the said property and do all works for the construction of the building thereon at its cost, expenses and supervision.
- d) The Developer shall hold and remain in possession of the premises / said property and it shall always be deemed that the Developer is in possession of the entirety of the premises in part performance of this Agreement during the subsistence hereof.
- e) The said building shall be for residential cum commercial purpose or such other purpose as may be mutually decided by the parties hereto.
5. In case the Developer fails to deliver possession of the entirety of the owner's allocated area to the owner within the period of 24 (Twenty four) months from the date of sanction of plan by the competent authority, the Developer shall be granted an extension of a maximum period of 6(six) months.
6. The Developer shall be entitled to occupy and to use the entirety of the premises **SUBJECT TO** the terms of this Agreement for the duration of the proposed project. The Developer shall be entitled to use the premises for setting up a temporary site office and / or quarters for its watch and ward and other staff and shall further be entitled to put up boards and signs advertising the project and post its watch and ward staff.

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IN CONNECTION WITH THE AFORESAID, IT IS AGREED AND CLARIFIED AS FOLLOWS:

- a) The Developer shall cause such changes to be made in the plans as the Architect may approve and / or as shall be required by the concerned authorities, from time to time PROVIDED HOWEVER no such changes shall be made without the approval of the owner herein after the Plan is being sanctioned by the concerned authorities.
- b) In case it be required to pay any outstanding dues to the Municipality or any other outgoings and liabilities in respect of the premises including the cost and expenses regarding the mutation of the names of the owners, in that case the Developer shall pay all such outstanding dues etc. on and from the date of this agreement and all prior liabilities shall be born by the owner.
- c) The Developer shall be at liberty to do all works as be required for the project and to utilize the existing water, electricity and telephone connections if any, in the premises, at its own costs and expenses. The Developer shall have the right to obtain temporary connection of utilities for the projects and the owner herein collectively shall sign and execute all papers and documents necessary there for.
- d) All costs, charges and expenses for sanction of the plans and construction of the said building and / or development of the premises, save otherwise mentioned herein, shall be borne and paid by the Developer, exclusively.
- e) The Developer shall install, erect in the said building at its own costs like pump sets, tube well water storage tanks, overhead reservoirs, electric wiring fittings and installations and other facilities as are required to be provided in a residential Multi storied building having self- contained apartment and constructed for sale of flats therein on Ownership basis as mutually agree.
- f) The Developer shall be authorized by the owner for the construction of the building and to apply for and obtain temporary and permanent constructions of water, drainage, sewerage and / or other facilities if any available to the new building and other inputs and facilities required for the construction of enjoyment of the building.

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Proprietor

- g) The Developer will obtain Sanction Plan for construction of a Multi storied building on the said plot of land at its own costs and expenses and in that connection the Developer will sign on all applications as required for getting the Plan sanctioned from the South Dum Dum Municipality on the basis of Development power of Attorney.

THAT THE OWNER HEREIN IS ENTITLED TO GET FOLLOWING ALLOCATION:

The Developer shall pay a total amount of Rs.80,00,000/- (Eighty Lakh rupees only) to the owner, Out of this amount Rs. 5,00,000/- (Five Lac) only at the time of this agreement and the balance amount shall be paid by the Developer to the owner before two days of the owner vacates the said premises / the said property. The Developer shall also provide free of cost to the owner one covered garage having a space of 150 (one hundred and fifty) square feet on the ground floor of the building to be constructed on the said property and one self contained Residential flat having a covered are of 1100 square feet (including Stair and Lobby) on the 2nd (Second) floor, south west side of the building to be constructed on the said property consisting of 3 (three) bedrooms, 1(one) living cum dining room / space, 2 (two) toilets, 1 (one) balcony, 1 (one) kitchen along with proportionate share of the land beneath the building to be constructed on the said property. Be it also mentioned that if the Developer getting sanction of G+4 storied building from concern South Dum Dum Municipality, in that event owner entitle to get 12,00,000/- (Twelve Lac) only as additional amount before starting the construction works.

7. IT IS FURTHER CLARIFIED AS FOLLOWS :-

- a) The Developer will not provide individually electricity connection for the entire of the said building and the owner and / or their respective nominee or nominees shall reimburse the Developer, proportionately the total amount of deposits and expenses as be required to obtain Electricity from CESC or otherwise towards the each unit and the mother meter of the building will be provided by the Developer.
- b) Upon Completion and handing over the owners' allocation to the owner of the said building, from time to time, the Developer shall maintain and manage the same in accordance with such rules as may be framed by the Advocates and as be in conformity with other buildings containing ownership units. The Developer and the owner and / or their respective

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transferees, if any shall comply with the said rules and / or regulations and shall proportionately pay all costs, charges, expenses and outgoing in the respect of maintenance and management.

- c) All Municipal rates, taxes and outgoing, including arrears, in respect of the premises till the handover of the physical vacant possession to the Developer by the owner, shall be for and to the account of the owner and thereafter the same shall be borne and paid by the Developer, till the completion of the project and thereafter the same shall be borne and paid by the unit owner, to the extent of their respective areas.
- d) The Developer shall cause the formation of a society / association of company for the common purpose and the unit owner shall be made the owner of such organizations, in proportionate share, and as early as possible. After the completion of the project, the Developer shall handover all deposits and all matters arising - in respect of the management of the premises and particularly the common portions to the said Society / Association or Company.
- e) The Developer shall keep the owner saved, harmless and indemnified in respect of any loss, damages, costs, claims, charges and proceedings that may arise in pursuance hereof, including all claims or demands that may be made due to anything done by the Developer during demolition and construction of the said building, including, claims by the owner and occupiers of the adjacent and / or adjoining properties, for damages to their building, all claims and demands of the suppliers, contractors workmen and agents of the Developer, on any account whatsoever, including any accident or other loss, any demand and / or claim made by the unit owner of the Developer's area and any action taken by the corporation and / or any other authority for any illegal or faulty construction or otherwise of the said building.
- f) The name of the building shall be such as be mutually agreed upon by the Developer and the owner, it is agreed that the name of the building shall be "SKY VILLA".

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Proprietor

8. The owner shall, after obtaining the sanctioned building plan from the South Dum Dum Municipality i.e and for construction of the proposed building the owner shall grant to the Developer and / or its nominee or nominees, a registered Development Power of Attorney authorizing the Developer to do all acts as be necessary for the project and / or in pursuance hereof and / or on behalf of the owner. But simultaneously on the day of this Agreement and on the basis on the Development Power of Attorney, the Developer shall have right to sale its Developer's Allocation towards third party excepting owners' allocation.
9. The Developer shall indemnify and keep the owner indemnified in respect of all costs, expenses, damages, liabilities, claims and / or proceedings arising out of any act done by the Developer in pursuance of the authorities granted as aforesaid.
10. The owner shall give such cooperation to the Developer and sign such papers, confirmation and / or authorities as may be reasonably required by the Developer, from time to time, for the project, at the costs and expenses of the Developer. The copy of such papers, confirmations and or authorization must be submitted to the owner before signing of them.
11. It is clearly declared by and between the parties that the property in question is fully free from encumbrances. The Developer is fully satisfied in respect of the title of the property. There is no litigation and / or disputes in respect of title of the said property till date. If any disputes arise in future with the neighbors of the locality the Developer shall manage by its own cost and initiatives.
12. During the continuance of this agreement the owner shall not in any way cause any unlawful impediment or obstruction whatsoever in the construction of the said building by the Developer but the owner shall have full right to enter into the said building by the Developer but the owner shall have full right to enter into the said building and to inspect the construction work carried on there by the Developer and to check the materials used thereon. If the owner are not satisfied in respect of contributed In that case the owner shall have right to obstruct the construction.

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13. In case of any of the parties hereto commit any default in fulfilling of their obligations contained herein then and in such event, the other party shall be entitled to specific performance and / or damages.

14. All disputes and differences between the parties hereto in any way relating to this agreement and / or arising out of the provisions hereof shall be referred for arbitration to such person as be mutually acceptable, failing which, one to be appointed by each parties. The Arbitrators will be entitled to appoint an umpire. Such arbitration shall otherwise be in accordance with the Arbitration and Reconciliation Act, 1996 as amended till date disputes and or differences.

THE FIRST SCHEDULE ABOVE REFERRED TO :-
(Description of Land)

ALL THAT piece and parcel of land admeasuring an area of 3 (Three) Cottahs 8 (Eight) Chittaks more or less along with Pucca structure measuring 1000 (One thousand) sq. ft., lying and situate at Kabi Nabin Sen Road, Mouza – Sahgachi, J.L. No. 20, R.S No. 154, Touzi No. 160, comprise in C.S. Dag No. 934 and 941 and R.S. Dag No. 3004 under Khatin No. 19 and sub Khatian No. 2250/1, 2252, 2254, 2258 and 2260, L.R. Dag No. 3006 L.R. Khatian No. 84, under Holding No. 487, Kabi Nabin Sen Sarani, P.S. Dum Dum, Kolkata – 700028, Municipal Ward No. 25, within the local limits of South Dum Dum Municipality, within the Jurisdiction of Additional District Sub-Registered office at Cossipore Dum Dum, in the District of 24 Parganas (North), which is butted and bounded as follows :

ON THE NORTH : Plot No. 4
ON THE SOUTH : Plot No. 6 and 12 feet Road
ON THE EAST : Land:Dag No. 945
ON THE WEST : 12 feet Road

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Proprietor

THE SECOND SCHEDULE ABOVE REFERRED TO :-
(OWNERS' ALLOCATION)

The Developer shall pay a total amount of Rs.80,00,000/- (Eighty Lakh rupees only) to the owner, Out of this amount Rs. 5,00,000/- (Five Lac) only at the time of this agreement and the balance amount shall be paid by the Developer to the owner before two days of the owner vacates the said premises / the said property. The Developer shall also provide free of cost to the owner one covered garage having a space of 150 (one hundred and fifty) square feet on the ground floor of the building to be constructed on the said property and one self contained Residential flat having a covered are of 1100 square feet (including Stair and Lobby) on the 2nd (Second) floor, south west side of the building to be constructed on the said property consisting of 3 (three) bedrooms, 1(one) living cum dining room / space, 2 (two) toilets, 1 (one) balcony, 1 (one) kitchen along with proportionate share of the land beneath the building to be constructed on the said property. Be it also mentioned that if the Developer getting sanction of G+4 storied building from concern South Dum Dum Municipality, in that event owner entitle to get 12,00,000/- (Twelve Lac) only as additional amount before starting the construction works.

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

ALL other flats / residential units / portions and garages in the building to be constructed on the said property other than such flat / residential unit and garage as mentioned in the second schedule (owner's allocation).

THE FOURTH SCHEDULE ABOVE REFERRED TO :-
(THE SAID BUILDING)

The Multi storied building consisting of residential flats and garages / car parking spaces (on the ground floor) to be constructed on the said property according to the plan to be sanctioned by the competent authority / South Dum Dum Municipality.

D.P. NIRMAN

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THE FIFTH SCHEDULE ABOVE REFEREED TO
(Specification of Work)

Details of fixtures, fittings, amenities, standing materials etc. to be provided in the Owners' Allocation at the New Building :-

- (1) **BUILDING** :- R.C.C. frame structure building.
- (2) **WALLS** :- Brick wall with sand cement mortar, outside wall 8" / 5" and inside partition wall 5" / 3" wide.
- (3) **WINDOWS** :- Sliding windows with glass panel covered with Grill.
- (4) **DOORS** :- Door frame will be made with Sal wood and door shutter flush door with water proof commercial ply and bath room door will made by PVC. One Grill will provided by Developer in Every Flat Developer will provide main Door made with Segun and one Collapsible Gate in the main Door.
- (5) **FLOORING** :- Marble with 6" skirting.
- (6) **KITCHEN** :- Kitchen table and sink will be made with Granit stone and upon the top of the table 2'-6" height and glazed tiles finish fitted 2 ft. form the top table with one tap will be provided on the sink and one below the sink.
- (7) **TOILET** :- Wall up to height 5' finished with glazed tile and fitted with Indian / Western type pan, P.V.C. Cistern and Wash Basin, along with water supply (concealed water line inside) with one Tap.
- (8) **ELECTRICTY** :- All Electrical wiring with Finolex wire, concealed type and the electricity point are as follows:
 - ❖ Bed Room : 5 Points.
 - ❖ Dining & Drawing : 5 Points. (Including one 15 Amp. Plug Point)
 - ❖ Kitchen : 3 Points. (Including one 15 Amp. Plug Point)
 - ❖ Bath Room : 4 Points.
 - ❖ A.C. Point in each Room will provided by Developer.
- (9) **PLUMBING** :- All internal pipe line concealed type with G.I./P.V.C. pipe and all outside line with Supreme P.V.C. pipe.
- (10) **PAINTING** :- Inside of the Flat finished with plaster of paris and outside of the building finished with Weather coat and all Wooden Word & Grill with Priming Coat.
- (11) **EXTRA WORK** :- Any Extra Work other than our Standard Specification shall be charged extra and amount shall be deposited before the execution of such work to the Developer.

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THE SIXTH SCHEDULE ABOVE REFERRED TO
(Common Areas & Facilities)

- 1) Staircases and Landings on all the floors Lift facility of the building.
- 2) Common passage on the Ground Floor.
- 3) Tube-Well, Water pump, Water tanks, the Water pipes and other common plumbing installations.
- 4) Electric wiring and meter.
- 5) Drainage and Sewerage and Rain Water Pipe.
- 6) Boundary walls and Main gates.
- 7) Such other common parts, equipments, installations, fixtures, fittings and space in or about the said building as are necessary for use and occupation of the Flat/ Unit in common and as are specified by the Vendor expressly to be the common parts after construction of the building but the Purchaser have the proportionate right, title and interest on the final roof of the building.
- 8) Foundation, Columns, Beams, Supports, Fire escapes, Entrance and Exits.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)

- 1) All cost of Maintenance, Operating Replacing, White washing Painting, Re-building, Re-constructing, Decorating, Re-Decorating and Lighting the common parts and also the wall other walls on the building.
- 2) The salaries of the person employed for the said purpose.
- 3) Insurance premium for Insurance the Building against Earth Quake, Fire, Lighting mob, Violence civil commotion, Damage etc.
- 4) Municipality Taxes, Multi-Storied Building tax other outgoing save those separately assessed on the respective flats / Units.
- 5) All litigation expenses for protecting the title of the land with building.
- 6) Costs and Charges of establishment for maintenance of the building and for watch and ward staff.
- 7) The Office Expenses incurred for maintaining the office for common expenses.
- 8) All expenses mentioned as above shall be proportionate borne by the Co-purchaser on and from the date of taking charges and occupation of their respective units.

S. D. P. NIRMAN

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Proprietor

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

WITNESS:

1. KAUSHIK PAL CHOWDHURY
Kaushik Pal Chowdhury

2. *[Signature]*
 168. G.B. Road
 Kol - 28.

[Signature]
 SIGNATURE OF THE OWNER

Drafted by me:-

Deb Sundar Daripa

DEB SUNDAR DARIPA
 ADVOCATE
 Regn. No. WB/845/2003
 C.T.A. 14, Belleghata Road, Kol-15

S. D. P. NIRMAN
Pratima Sen
 Proprietor
 SIGNATURE OF THE DEVELOPER

S. D. P. NIRMAN
Pratima Sen
 Proprietor

MEMO OF CONSIDERATION

Received of and from the within named Developer / Second party the within mentioned sum of Rs 5,00,000/- (Rupees Five Lac) only out of the total consideration of Rs. 80,00,000/- (eighty Lac) only in the following manner :

Through a ^{R.T.G.S.} Demand Draft being No. 52019031200554167.

Drawn on Karur Vaisya Bank Lat. Bangur Avenue Branch

Rs. 5,00,000/-

Rs. 5,00,000/-

WITNESSES

1. KAUSHIK PAL CHAUDHURY

Kaushik Pal Chaudhury

2. *S. D. P. Nirman*

168. A. B. Road

Kol - 28.

Atchannan

SIGNATURE OF THE OWNER

S. D. P. NIRMAN

Pratima sen

Proprietor

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1506-2019, Page from 96358 to 96386

being No 150602104 for the year 2019.



Digitally signed by SUMAN BASU
Date: 2019.03.14 13:09:25 +05:30
Reason: Digital Signing of Deed.

Suman

(Suman Basu) 14/03/2019 13:07:13
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

S. D. P. NIRMAN
Pratima sen
Proprietor

(This document is digitally signed.)