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11.5.18
24.0.
D-725650/18
Dev Arun
Additional Registrar of
Assurances-IV, Kolkata

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Doc.

Additional Registrar
of Assurances IV, Kolkata

11 MAY 2018

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 11th day of

May Two Thousand Eighteen

BETWEEN

5041

08 MAY 2018

SL. NO. DATE

NAME

Sibrenda Basuacharya

ADD.

42 Bala Bumpall KOL-55

AMT.

3000/-

Bhash

m/s Park Properties

638.

Gum Gurn Par
Kolkata-700055

Bhash

MOUSUMI GHOSH
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE

Kamal Banerjee
Sudate K.S. Banerjee
Chandani 4th Lane,
Nironta, KOL-49

A

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

11 MAY 2018

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

ARN: 19-201819-023671900-1
GRN Date: 11/05/2018 07:56:19
BRN : 514880337

Payment Mode Online Payment
Bank : HDFC Bank
BRN Date: 11/05/2018 07:56:59

DEPOSITOR'S DETAILS

Name : K BANERJEE

Contact No. :

Mobile No. : +91 9830568781

E-mail :

Address : G P O

Applicant Name : Mr K Banerjee

Office Name :

Office Address :

Status of Depositor : Deed Writer

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19040000725650/2/2018	Property Registration- Stamp duty	0030-02-103-003-02	35020
2	19040000725650/2/2018	Property Registration- Registration Fees	0030-03-104-001-16	101

Total

35121

In Words : Rupees Thirty Five Thousand One Hundred Twenty One only



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SRI DIBYENDU BHATTACHARJEE (PAN No. CCKPB4539F/ AADHAAR No. 5111-2932-9053) son of Late Rabindranath Bhattacharjee, by faith-Hindu, by nationality-Indian, by occupation- Self employed.

A N D

SRI SARBENDU BHATTACHARJEE (PAN No. CCKPB4540C/AADHAAR No. 6457-4999-5185), son of Late Rabindranath Bhattacharjee, by faith-Hindu, by nationality-Indian, by occupation- Business, both are residing at Premises No, 47, Dum Dum Park, P.S.- Lake Town, P.O.- Bangur Avenue, Kolkata-700055, hereinafter jointly referred and called as **LANDOWNER/VENDOR** (which expression shall unless excluded by a repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the **FIRST PART.**

A N D

M/S. PARK PROPERTIES A Proprietorship Firm represented by its proprietor **SRI UTPAL MAITY** (PAN No. AGTPM4770C/AADHAAR No.9122-3802-2348) Son of Late Gostha Behari Maity, having its office at 638, Dum Dum Park, P.S.- Lake Town, Kolkata-700055, hereinafter called as **PROMOTER/DEVELOPER**(which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representative, assigns and nominees) of the **SECOND PART.**



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WHEREAS SRI DIBYENDU BHATTACHARJEE AND SRI SARBENDU BHATTACHARJEE the Vendor herein jointly inherited and registered a Plot measuring 05(Five) Cottahs or a little more or less from the Krishnapur Refugee Co-operative Colony Ltd. in the year 2018 vide Deed No. 190403803, Dated 11.04.2018, which copied in Book No. I, Volume No. 1904-2018, Pages 157496 to 157519 at Additional Registrar of Assurances IV Kolkata as a inheritance property.

AND WHEREAS after inherited the said Plot with an One Storied Building they jointly muted their names in the local Municipal Authority (South Dum Dum Municipality) vide Municipal Holding No. 82, Dum Dum Park, Ward No. 28 and have been paying the Municipal Tax regularly.

AND WHEREAS the Landowner/Vendor herein is now desirous for developing the said land as a multi-storied building. But due to lack of sufficient fund and sufficient times the owner herein unable to construct the said multi-storied building over the said land.

AND WHEREAS in that view of circumstances the aforesaid landlord thereto will execute a Power of Attorney unto and in favaur of the Developer except the administration of signing authority to be done jointly by the Owners and Developer empowering thereunder the Developer hereto do all the necessary were relating to exccute and perform all other lawful acts deeds & things for completing and constructing the proposed multi-storied building as specifically mentioned.



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AND WHEREAS by virtue of the aforesaid Power of Attorney the Developer hereto have been equipped with Power of Authority for starting the Development and now at the request of the land owner hereto the Developer has also agreed to undertake and complete the said Development work by constructing the Multi-storied Building at Premises No. 47, Municipal Holding No. 82, Dum Dum Park, P.S.- Lake Town, P.O.- Bangur Avenue, Kolkata-700055, exclusively at the Developer's own cost, expenses, risk and arrangements on the terms and consideration specified hereunder.

NOW THIS AGREEMENT WITNESSETH as follows:-

In these presents unless there is anything repugnant to or in consistence with.

ARTICLE - I DEFINITION

- 1.1 LANDLORD:- SRI DIBYENDU BHATTACHARJEE AND SRI SARBENDU BHATTACHARJEE** both are son of Late Rabindranath Bhattacharjee, both are by faith-Hindu, by nationality-Indian, by occupation- Self Employed and Business respectively both are residing at Premises No. 47, Dum Dum Park, P.S.- Lake Town, P.O.- Bangur Avenue, Kolkata-700055, and their legal representatives, heirs, administrators and assign.
- 1.2 DEVELOPER:-** shall means **M/s. PARK PROPERTIES** represented by **SRI UTPAL MAITY**, son of Late Gostha Behari Maity, having its



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registered office at 638, Dum Dum Park, P.S.- Lake Town, Kolkata-700055.

- 1.3 **TITLE DEED:** shall mean all the original documents relating to all that piece and parcel of land measuring 05(Five) Cottahs of Bastu Land be the same a little more or less lying and situated at Plot No. 47, Municipal Holding No. 82, Dum Dum Park, P.S.- Lake Town, Ward No. 28, under South Dum Dum Municipality, Dist-North 24-Parganas, morefully and particularly described in the 1st Schedule hereunder written.
- 1.4 **BUILDING:** Shall mean the one multi-storied building(G+5) to be constructed on the said premises as per sanctioned plan of the South Dum Dum Municipality and to be known as "ASHIRBAD".
- 1.5 **COMMON FACILITIES AND AMENITIES:** shall mean corridors, Stair Case, Passage, Ways, Drive Away, Pump Room, Deep Tubewell, Lift room, Underground /Overhead Water Reservoir Pump & Motors, Roof and other required for use and enjoyments, maintenance and/or management of the Building as per Apartment or Ownership Act 1972.
- 1.6 **SALEABLE SPACE:** shall mean sanctioned units/flats and / or space including Car-Parking(if any) in the Building available for independent use after making due provision for common facilities and amenities.
- 1.7 **LANDLORD'S ALLOCATION:** 50% shall mean over the total construction area which will be distributed as follows:-



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- a) Entire 1st floor having 03(Three) Flats in different size and shape.
- b) One Flat measuring 1200 Sq.ft. (Covered) at 3'd Floor front side of the Road (South-East Corner)
- c) Two Car Parking Spaces measuring 150 Sq.ft. (Covered) and 03 (Three) Commercial Shop with rolling shutters measuring 300 sq. ft. (Covered) each in ground floor Front side facing road of the said Building.

1.8 **DEVELOPER'S ALLOCATION:** 50% shall all other Floor and Flats save and except the Landowner's allocation together with proportionate Share of common facilities and amenities alongwith proportionate share of land attached to available with the said multi-storied building i.e. 50% of total construction area.

1.9 **ARCHITECT:** shall mean such qualified architect, who being appointed by the Developer after discussion with owner shall desire and draw the plan of the Building and obtain the required sanctioned for construction of such building plan from the appropriate authority of South Dum Dum Municipality.

1.10 **TRANSFER:** shall mean and include transfer by possession and by any other means adopted for effecting the lawful transfer of space/area of the Building to the Purchaser / Purchasers.



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- 1.11 **TRANSFeree**: shall mean any person, firm, corporate body, or association of persons to whom any flat, shop or space in the building would have been transferred.
- 1.12 **TEMPORARY ACCOMMODATION**: shall mean the developer arrange the temporary accommodation of the Landowners on the construction period in the surrounding area at his own cost, till the owners get possession in the proposed Flats at 47, Dum Dum Park, Kolkata-700055.

ARTICLE - II COMMENCEMENT

- 2.1 This Agreement shall be deemed to have been commenced with effect from the 11th Day of May 2018 (Two Thousand and Eighteen).

ARTICLE - III LANDLORD'S RIGHT & REPRESENTATION

- 3.1 The Landlords hereto absolutely seized and possessed and of and/or well and sufficiently entitled to the said Premises not exceeding an area of 05(Five) Cottahs be the same a little more or less out of the total land in the said Premises.
- 3.2 The said Premises is free from all encumbrances and the landlords hereof have good and marketable title in all respect relating to the said Premises.



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- 3.3 There is no excess vacant land at the said premises within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976, furthermore, the said premises have not been subject to any notice of attachment under the Public Demands Recovery Act.

ARTICLE - IV DEVELOPER/PROMOTER'S RIGHTS

- 4.1 The landlords hereby grant subject to what has been hereunder provided, exclusive right to the developer to develop the said premises by way of constructing the multi-storied building therein in accordance with the sanctioned building plan of the South Dum Dum Municipality.
- 4.2 All application, plans, papers and documents required for constructing the proposed multi storied building shall be prepared and submitted by the Developer on behalf of the Landlords after discussion at the Developer's own costs and expenses required to be paid or deposited for the purpose of development of the said premises.
- 4.3 It is made clear that save and except the share of the Landowners in the proposed building as mentioned in Clause 1.8 of Article - I and second schedule (Part-I), all other floors and flats in the building will be property of the developer hereto and if the developer so desires, it should be disposed of by them in favour of any prospective buyer/buyers could at such consideration or price as seem fit just and proper by the Developer, except the administrative



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formalities of signing the Deed of Conveyance or whatsoever, to be done jointly by the Owners and Developer.

ARTICLE - V CONSIDERATION

- 5.1 The landowners hereof will be executed Registered Development Power of Attorney on the Day of 2018 unto and in favour of the Developer hereto empowering thereunder the Developer to do and perform all such sets, deeds and things that are required to be done for developing the said premises by completing the constructional work of the multi storied building and also to sale the flats thereunder in favour of the intending purchaser/purchasers, after complete delivery of possession to the owners in respect of their allocation (Owners' allocation). Except the administrative formalities of signing the Deed of Conveyance or whatsoever, to be done jointly by the Owners and Developer.

ARTICLE - VI DEALING OF SPACE IN THE BUILDING

- 6.1 The Developer shall on completion of the Building, put the Landowners undisputed possession of the owners' allocation TOGETHER WITH the right in to common facilities and amenities relating to the building which will be enjoyed proportionately with other owners of Flat/Flats with proportionate share of land.



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- 6.2 The owner will be entitled to transfer or otherwise deal with the land owners' allocation in the building at their absolute discretion as per Para No. - I, Clause No.- 7 (LANDOWNER'S ALLOCATION)
- 6.3 The Developer being the Party of the other Part shall be of liberty to negotiate for the sale of floors/flats of the building under construction together with proportionate share of land excluding and exceeding the space provided for Landowners' allocation which mention herein above with any prospective purchaser/purchasers at such consideration and on such terms and conditions as the Developer shall think fit and proper. The Landowners hereto however, at the request of the Developer shall execute and register provided they find it adhered administratively necessary Deed of Conveyance/Conveyances unto and in favour of the Purchaser or Purchasers towards sale of Flat of Flats in the said building as and when called for PROVIDED HOWEVER the costs of such Conveyance/Conveyances including the cost of the non-judicial Stamps and registration expenses and all other legal expenses shall be borne and paid by the purchasers of Flat/Flats, subjects to prior delivery of possession to the landowners in respect of their allocation in accordance with the condition mentioned hereinbefore.
- 6.4 It is already agreed to and declared by the Landowners hereto that as the entire cost of the consideration of the multi-storied building and other related expenses thereto are to be borne by the Developer exclusively without any investment on the Landowners. For such



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reason, the consideration money receivable towards sale/transfer of Units /flats and/or spaces fallen under developer's allocation as aforesaid including earnest money or booking amount therefore shall be received and enjoyed and appropriate exclusively by the Developer and the Landowners thereof will have no claims on any part of possession to the landowner in respect of their allocation in accordance with the ratio as mentioned herein before. It is also for aforesaid reason the clause No. 7 and 12 of the Registered Development Power of Attorney dated - would not have been pressed any further by the Landowners and the Developer for all times to come will be at absolute liberty to appropriate the entire sale proceeds as aforesaid without having any liberty therefore to the landowners.

ARTICLE - VII BUILDING

- 7.1 The Developer shall at the Developer's own costs construct erect and complete the multi-storied building at the said premises in accordance with the sanctioned plan with such materials and will such sanctioned plan with such materials and will such specifications as are mentioned in the Second Schedule which give here-in-under written and as may be recommended by the Architect of the Developer from time to time.
- 7.2 Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties



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hereto, provided the owners find it strictly as per good standards and the specifications laid in the agreement

- 7.3 The Developer shall install and erect in the said building at the developers' own cost Pump Set, Deep Tube-well water storage tanks, overhead reservoirs, electric wiring, fittings and installations and other facilities as are required to be provided in a residential building having self contained flats and constructed for sale of flats on ownership basis.
- 7.4 The Developer shall be authorized in the name of the Landowners to apply for and obtain allocations for cement, all types of steels, bricks, other building material and accessories allocable to the owner for the construction of the Building and similarly to apply for and obtain temporary and permanent connections of water supply from Deep Tube-well, Municipal Supply of Water (if available) electric supply, telephone.
- 7.5 The Developer shall at his own costs and expenses and without creating any financial or other liability upon landowner, construct and complete the said multi-storied building living several self contained Flats in accordance with the sanctioned Building plan.
- 7.6 As from the date of taking over possession of the said premises by the Developer or starting the construction of the said Building any liability becoming other outgoing i.e. Electric Bill, Tax in respect of the said premises for new construction of the Building and till such



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time as the possession of the landowners' allocations is made, shall be borne and paid by the Developer.

7.7 And from the date of service of notice of possession of the landlords allocation, the owner shall be responsible to pay and bear and shall forthwith pay to the developer the service charges for the common facilities in the new building payable in respect of the owners' allocation. Such charges are to include proportionate share of premium for the insurance of the Building (if any), water, fire and servicing charges, taxes, light, sanitation, renovation, replacement, repair and maintenance charges and expenses for the building and all common wiring, pipe, electrical and mechanical equipments, pumps, motors and other electrical and mechanical installations, appliances and equipments, stairways, corridors, halls, passage ways, gardens, partway and other facilities whatsoever as may be mutually agreed from time to time.

7.8 Both the Developer and the Landowners herein shall enjoy their respective allocations/portions in the said multi-storied building forever with absolute right and title to hold, use, occupy, enjoy transfer, sale, gift and assign the same in any manner they like and such rights and title to hold, use occupy, enjoy transfer, sale gift and assign the same in any manner they like and such rights and title of the parties hereto in no way could be taken off or infringed by either of the party under any circumstances,



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- 7.9 Any transfer relating to any portion of the owners' allocation in the new building shall be subject to the provisions contained hereto and the respective transferee shall be responsible to honour all the terms and conditions hereof without raising any objection.

ARTICLE - VIII COMMON RESTRICTIONS

The Landlords' allocation in the proposed building shall be subject to the same restrictions as are applicable to the Developer's allocation in the building intended for common benefits of the all occupiers of the Building which shall include the following: -

- 8.1 Neither Party hereof shall use their respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor shall use the same in such manner which might have cause any nuisance or hazard to the other occupiers of the building.
- 8.2 Neither Party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 8.3 Both the Landlords and the Developer shall keep the interior walls, floors, sewers, drains, pipe and other fittings and fixtures of their respective allocation so the same may not cause any damages to the building.



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- 8.4 No goods or other items shall be kept by the either parry for display use in the building and no hindrance shall be caused in any manner in the free movement of users of the corridors and others places of common user in the Building,
- 8.5 Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the Building.
- 8.6 Either of the Parties shall permit other's workmen and representatives at all reasonable times to enter into others allocation any every party thereof for the purpose of repairing, maintaining, rebuilding, cleaning and keeping in the Building and it's common areas in good order and condition.

ARTICLE - IX LANDLORDS' OBLIGATIONS

- 9.1 The Landlords doth hereby agree and covenant with Developer not to cause any interference or hindrance in the lawful construction of the said multi-storied building at the said premises. If any interference or hindrance is caused by the Landlords or by any of their agents, servants and representatives in that event, the Landlords will be liable to any demurrage to the Developer.
- 9.2 The Landlords doth hereby further covenant with Developer not to do any act, deeds or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's



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allocated portion in the Building at the said Premises in favour of the intending purchaser/purchasers of Flat/Flats in the said Building provided the owners find it administratively, as described time and again.

- 9.3 The Landlords doth hereby agree and covenant with the Developer not to let out, grant lease, mortgage and/or charge or part with possession of the said premises or any portion thereof without the consent in writing of the Developer with effect from the date of the present Agreement hereof.
- 9.4 The Landlords hereto will have no right, authority and power to terminate and/or rescind the present Agreement within the stipulated period of construction of the said Multi-Storied building (G+5) i.e. within 36 Months from the date of handing over of the vacant possession of the said premises to the Developer, the building plan by the South Dum Dum Municipality. However, any notice of termination of the present Agreement, if being made by the landlords the same shall be issued at least with 3 (Three) Months' notice period upon the Developer.
- 9.5 The Landlords hereto undertake not to create any kind of charge or mortgage including that of equitable mortgage by depositing the Title Deeds of the said Premises /Lands or any portion thereof at anytime during the substance of the present Agreement.
- 9.6 The Landlords hereto show or present all the original Deeds of the said property when and where require.



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ARTICLE - X DEVELOPER'S OBLIGATIONS

- 10.1 The Developer doth hereby agree and covenants with the Landlords to complete the construction work of the multi-storied building alongwith common facilities within 36[Thirty Six] Months from the date of signing of the Development Agreement.
- 10.2 The Developer hereby agrees and covenants with the Landlords not to transfer and/or assign the benefits of the present agreement or any portion thereof to any third party without the consent in writing of the landlords.
- 10.3 The Developer hereby agrees and covenants with the Landlords not to violate or contravene any of the provisions of the Building rules as applicable for construction of the said Multi-Storied Building.
- 10.4 The Developer hereby further agrees and covenants with the Landlords not to do any act, deed or thing whereby the landlord are presented from enjoying selling, assigning and/or disposing of any part or portion of the landlords allocation in the said Building.
- 10.5 The Developer hereby also agrees not to part with possession of the Developer's allocation or any part or portion thereof unless possession of the landlords' allocation in delivered to the Landlords PROVIDED HOWEVER it will not prevent the Developer from entering into any Agreement for Sale or transfer or to deal with the



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Developer's allocation and it is made clear that the Landlords shall remain bound to execute all agreement for sale or transfer concerning Developer's Allocation, if so required by the Developer, provided the owners find it administratively as described.

10.6 The Developer hereby also agrees to pay the temporary accommodation charges of the Landowners or arrange temporary accommodation locally during the construction period.

10.7 The Developer needs to provide the copy of the Aadhaar and Pan Card duly signed to the owners prior to signing the agreements.

ARTICLE - XI LANDLORDS' INDEMNITY

11.1 The Landlords hereby undertake that the Developer shall be entitled to do all necessary works for completion of the construction work of the said multi-storied building and shall enjoy it's allocated space without any interference or disturbance on the part of the landlords and their agents provided the Developer perform and fulfills all the terms and conditions herein contained.

ARTICLE - XII DEVELOPERS' INDEMNITY

12.1 The Developer hereby undertakes to keep the landlords indemnified against all their party claims and actions arising out of any sort of act of commission of the Developer in relation to the making construction of the said Building.



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ARTICLE - XIII MISCELLANEOUS

- 13.1 The Landlords and the Developer have entered into the present agreement purely as a contract and nothing contained herein shall be deemed to construe as a partnership between the parties hereto in any manner nor shall the parties hereto constitute an Association of partners.
- 13.2 It is understood that from time to time to facilitate the construction work of the building by the Developer various deeds, matters and things not herein specified may be required by the Developer for which the Developer may need other documents relating which specific provisions have not been mentioned herein and you meet up such situation the landowners doth hereby undertake further that they and each of them if required, severally and jointly shall extend their hands of fullest co-operation the matter as far as practicable according to law and circumstances.
- 13.3 The Landowners and the Developer hereby agree to abide by all the rules and regulations to be framed by any Society/Association who will be in charge of management of the affairs of the Building and/or common parts/areas thereof and hereby given their consent to abide by such rules and regulations.



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13.4 The name of the Building has been agreed and decided by the parties to be "**ASHIRBAD**".

13.5 Nothing in these present shall be constructed as a demise, or assignment or conveyance in law of the said Premises or any part thereof to the Developer by the Landlord or shall create any right, title or interest in respect thereof in favour of the Developer other than exclusive license in favour Developer to develop the same in terms of these present PROVIDED HOWEVER the Developer will be entitled to borrow money from and bank or banks or from any individual or financial institutions or from any financier for the purpose of completion o the construction work of the said building without crating any charge or financial liability on the Landowners or affecting their estate and interest in the said premises and it being expressly agreed and understood that in no event the landowners nor any part or their estate shall be responsible and/or be made liable for payment of any dues to such Banker Banks, financial institutions/financier and for that purpose the Developer shall keep the Landowner indemnified agents all actions, suits, proceedings, costs, charge and expenses.

13.6 It is hereby made clear that notwithstanding anything contained herein the landowners shall sign and execute necessary Deed of Conveyance/ Conveyances in favour of the prospective purchaser/ Purchasers of Flats and other units/spaces fallen under Developers allocation as and with called for by the Developer provided the



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owners find it correct administratively the Landowners as vendor in all such Conveyance/Conveyances however, shall not claim or be entitled to claim and/or demand any amount towards the value of the proportionate share of the land or towards the value of the constructed area as the case may be,

- 13.7 It is made clear that, upon completion of the constructional work of the multi-storied building the landowners would have entire 1st Floor having 03(Three) Flats and 01(One) Flat in 3rd Floor(South-Bast Corner) and 02(Two) Garages and 03(Three) Shops at Ground Floor of the Building with all facilities and amenities alongwith water facilities with the areas of floors as described earlier share and the Developer shall have remaining Flats, share, right, title and /or interest in respect of roof proportionally of the multi-storied building namely, "ASHIRBAD" and other occupiers of the Building.

ARTICLE - XIV FORCE MAJEURE

- 14.1 The Parties hereto shall not be considered to be considered to be liable for any obligation performance of which would have been prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".
- 14.2 "Force Majeure" shall mean Flood, earthquake, riot, storm, tempest, strike and/or any other act or commission beyond the control of the parties hereto.



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- 14.3 If because of any willful act on the part of the developer the construction and completion of the Building is delayed beyond the period of 36 (Thirty Six) Months from the date of starting of the construction work, in that event, the Developer shall be liable to pay such loss or damages to the Landowners @ Rs. 3000/- (Rupees Three Thousand) only per day as late clause.
- 14.4 If the construction work of the said building will not be completed within the stipulated period 36 (Thirty Six) Months for any of the reasons beyond the control of the Developer and mentioned under this Articles, in that event, the period of completing the construction work of the said building will extended for a further of 06 (Six) Months or such extended period as may be agreed by the parties herein considering the situation.

ARTICLE - XV PENAL CLAUSE

151. It is made clear that, in the event the Developer falls and/or neglects to start construction work even after obtaining sanctioned building plan of the South Durn Dum Municipality as well as handing over of the vacant possession of the land free from all encumbrances from the landowners to start the construction work at the said premises as per the terms of this Agreement, than and in that case, the Developer shall pay damages to the Landowners in accordance with law and equity of the Country and after 36 Months, late Delivery clause, as described will be imposed. Further



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that, if the Developer abandoned the construction work after some progress, any untoward incident happened on the part of the Developer, this agreement seized with immediate effect and the owners will take possession of the land alongwith the Developed Building, then also the above consequences will follow and the lands will be returned to the Landlord.

- 15.2 Notwithstanding the arbitration clause as referred to hereinabove, the right to sue for specific performance of this contract by any part against the other as per the terms of this Agreement shall remain unaffected.

THE FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

THE LAND SCHEDULE - (A)

ALL THAT piece and parcel of revenue free land measuring to 05(Five) Cottahs be the same a little more or less which lying and situated at Plot No 47, Municipal Holding No. 82, Dum Dum Park, P.S.- Lake Town, Kolkata-700055, appertaining to Mouza-Shyamnagar, Dag No. - 2373, J.L. No.- 32/20(New), 17(Old), Ward No.- 28 under South Dum Dum Municipality, District North 24 Parganas, which is butted and bounded by:-

NORTH	:	Plot No. 35, Dum Dum Park
SOUTH	:	25 Ft. wide Municipal Road
EAST	:	Plot No. 48, Dum Dum Park
WEST	:	Plot No.- 46, Dum Dum Park



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SCHEDULE - 'B'

THE SECOND SCHEDULE ABOVE REFERRED TO

1.7 LANDLORDS' ALLOCATION

- a) Entire 1st floor having 03 (Three) Flats in different size and shape.
- b) One Flat measuring 1200 Sq.ft. (Covered) at 3rd Floor front side of the Road(South-East side).
- c) 02(Two) Car Parking Space measuring 150 Sq.ft. (Covered) and 03(Three) Commercial Shop measuring 300 Sq.ft. each in ground floor of the said Building as habitable and usable condition with water facilities, facing the road and with all provisions with rolling shutters.

1.8 DEVELOPER'S ALLOCATION:

Shall mean all others Flats save and except the landowners' allocation together with proportionate share of common facilities and amenities alongwith proportionate share of shall be the land attached to and available with the said Multi-storied building.

THE THIRD WORK SCHEDULE OF LANDLORDS ALLOCATION

- 1. **R.C.C. STRUCTURE:** As per design of sanctioned Building Plan which will be approved by the South Dum Dum Municipality.
- 2. **BRICKWORK:** 8" Outer wall of building 5" out to out of every Flat, 3" inside wall every wall.



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11 MAY 2018

3. **PLASTERING:** 1" Thick inside and outside of all flats.
4. **FLOORS:** All floors will be Vitrified Tiles and floor of Toilets and will be Anti-Skid Vitrified Tiles.
5. **DOOR:** Main Door of Flat will be IVs" thickness C.P. Teak (Segun) Palla and all inside Palla will be Hydraulic Press Flash Pppr & Kitchen & Toilets Palla will be SINTEX DOOR with One No. Collapsible Gate in each flat.
6. **WINDOW:** All window Palla will be Aluminum sliding Palla with IVa" Aluminum Frame covered with M.S. Grill with Glass.
7. **SANITARY & PLUMBING :** All waterline inside the Flat will be best quality CPVC Pipe and all sanitary Fittings will MARC Brand Fittings & Basin, Commode will be White Color Parryware or Hindware Brand and all outside water line will be Supreme Gold Pipe.
8. **WATER CONNECTION:** Water supply round the clockwise collect from Deep tubewell through submersible pump or Municipal Water Connection from underground reservoirs through Jet pump to overhead water reservoir if it will be available sufficiently.
9. **ELECTRIFICATION:** The Landowner's have own electric meter in personal name from C.E.S.C. arranged & Financed by Developer, all Electric Line will be concealed. All electric wire will be FINOLEX Brand. All Electric Fittings will be ANCHOR made ROMA Modular Switch,



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OF ASSURANCES-IV, KOLKATA

11 MAY 2018

Nos. of Points: In Bed Room 03(Three) Light Point, 01 (One) Foot Lamp Point, 01 (One) 5Amp Plug Point, 01 (One) Fan Point and in Master Bed Room 01 (One) A.C. Point.

In Drawing/Dining Space: 05(Five) Light Point, 01 (One) 15Amp Plug Point, 01 (One) T.V. Point, 01 (One) Concealed Telephone Point, 01 (One) Cable Line Point, 02(Two) Fan Point.

In Kitchen : 01 (One) Light Point, 01 (One) 15Amp Plug Point for mixer or Micro-Oven, 01 (One) Fridge Point, 01 (One) Exhaust Fan or Chimney Point, 01 (One) Aqua Guard Point.

In Attached Toilet : 01 (One) Light Point, 01 (One) Exhaust Fan Point.

In Common Toilet: 01 (One) Light Point, 01 (One) Exhaust Fan Point & water point also.

In Balcony 01 (One) Light Point, 01 (One) Washing Machine Plug Point & water exit facility.

In Main Gate: 01 (One) Light Point, 01 (One) Calling Bell Point.

10. **PAINTS :** Paints of inside of each flat will PUTTY duly premixed and paint velvet emulsion and outside of building will be weather coat paint Asian Ultra or Berger and doors frame and pallas painted with primer and oil color.

11. One No. Five Passenger self operated Lift make by THEISM

12. Floor of Roof will be Mosaic,



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

11 MAY 2018

IN WITNESS WHEREOF both the parties hereto doth hereunto set and subscribe their respective hand and seal in presence of witness named hereinbelow on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

At Kolkata in presence of

WITNESSES:-

1. Asok Choudhury
78, Mullick Bazar Lane
KOL. 70055

Dibyendu Bhattacharjee

Sandeep Bhattacharjee

Signature of the Landlord First Part

PINK PROPERTIES

Utpal Maity
Proprietor

2. Kamal Banerjee
10, Lalbazar, Udaipur
Nironta, Kol-49

Signature of the Developer/ Other Part

Drafted by me :

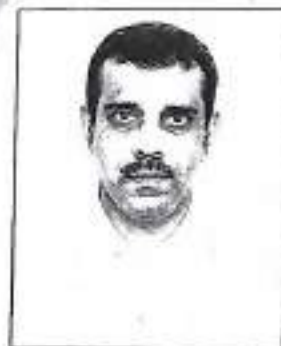
Tushit Kumar Banerjee
Advocate
Barasat Judges court
24 PHS (N)
F-739/653/97

Dev Agree (DIBYENDU
BHATTACHARJEE)



7
ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
11 MAY 2018

SPECIMEN FORM FOR TEN FINGERPRINTS



<i>Digendra Bhattacharya</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>Swarnendu Bhattacharya</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>Utpal Karly</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

11 MAY 2018

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
AGTPM4770C

नाम / NAME
UTPAL MAITY

पिता का नाम / FATHER'S NAME
GOSTHA BEHARI MAITY

जन्म तिथि / DATE OF BIRTH
18-10-1955

हस्ताक्षर / SIGNATURE
Utpal Maity

आयकर अधिकारी, पं.सं.-111
COMMISSIONER OF INCOME TAX, W.B. - III

Utpal Maity

इस कार्ड के लो / मिल जाने पर कृपया जारी करने वाले प्राधिकारी को सूचित / वापस कर दें।
संयुक्त आयकर अधिकारी (प्रशिक्षण एवं तकनीकी),
पी-7,
वीरगंजी स्वयंसेवा,
कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to the issuing authority:
Joint Commissioner of Income-tax (Systems & Technical),
P-7,
Veeranganji Sevasam,
Calcutta - 700 069.



Dibyendu Bhattacharjee



Dibyendu Bhattacharjee



ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD

WB / 20 / 139 / 327242

পরিচয় পত্র



Elector's Name

Bhattacharjee Dibyendu

নির্বাচকের নাম

ভট্টাচার্য দিবেন্দু

Father/Mother/

Husband's Name

Rabindranath

পিতা/মাতা/স্বামীর নাম

রবীন্দ্রনাথ

Sex

M

লিঙ্গ

পুরুষ

Age as on 1.1.1985

26

১.১.১৯৮৫-এ বয়স

২৬

Address

47 Krishnapur Co-Op Colony, (Dum Dum, Park),
S. Dum Dum Municipality, N. 24 Pgs

ঠিকানা

৪৭ কৃষ্ণপুর কো-অপারেটিভ কলোনি, (দুমদুম পার্ক),
দুমদুম নগর পঞ্চায়ত, উত্তর ২৪ পরগণাFacsimile Signature
Electoral Registration Officer
নির্বাচন নিবন্ধন অফিসার

For 139-BELGACHIA EAST

Assembly Constituency

১৩৯ বেলগাছিয়া পূর্ব

বিধানসভা নির্বাচন অঞ্চল

Place

Calcutta

স্থান

কলিকতা

Date

19.07.95

তারিখ

১৯.০৭.৯৫

Dibyendu Bhattacharjee



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

Enrollment No.: 1062/11319/22593

To

Dibyendu Bhattacharjee

S/O: Robintra Nath Bhattacharjee

47 DUMDUM PARK

SOUTH DUMDUM(M)

Bangur Avenue

Bangur Avenue

Jessore Road North 24 Parganas

West Bengal 700055

9038173894

05/01/2016
321260612



MA212606124FT



आपका आधार क्रमांक / Your Aadhaar No. :

5111 2932 9053

आधार - आम आदमी का अधिकार



भारत सरकार

Government of India

Dibyendu Bhattacharjee

DOB : 10/07/1968

Male



5111 2932 9053

आधार - आम आदमी का अधिकार

Dibyendu Bhattacharjee



Sarbendu Bhattacharjee.



Sarbendu Bhattacharjee.



भारत सरकार
Unique Identification Authority of India
Government of India

Enrollment No. : 1062/11319/22594

To
Sarbendu Bhattacharjee

08/01/2016
S/O: Rabindra Nath Bhattacharjee
47
DUMDUM PARK
SOUTH DUMDUM (A)
Bangur Avenue
Bangur Avenue, North 24 Parganas
West Bengal - 700055
9836038185



KH620592604FT

62059260



आपका आधार क्रमांक / Your Aadhaar No. :

6457 4999 5185

आधार - आम आदमी का अधिकार



भारत सरकार

Government of India



Sarbendu Bhattacharjee

DOB: 15/04/1971
Male

6457 4999 5185



आधार - आम आदमी का अधिकार

Sarbendu Bhattacharjee



ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD

WB / 20 / 139 / 327168

পরিচয় পত্র



Elector's Name

নির্বাচকের নাম

Bhattacharjee Sarbendu

ভট্টাচার্য সারবন্ধু

Father/Mother/

Husband's Name

পিতা/মাতা/স্বামীর নাম

Habindranath

হাবিন্দ্রনাথ

Sex

লিঙ্গ

M

পুং

Age as on 1.1.1995

১১.১১.১৯৫৩ বয়স

23

২৩

Address

47 Krishnapur Co-Op Colony, (DumDum, Park),
S. DumDum Municipality, N. 24 Pgs

ঠিকানা

৪৭ কৃষ্ণপুর কো-অপারেটিভ কলোনি, (দুমদুম পার্ক),
দক্ষিণ দুমদুম পৌরসভা, উঃ ২৪ পঃ

Facsimile Signature
Electoral Registration Officer

নির্বাচন রেজিস্ট্রার অফিসারের স্বাক্ষর

For 139 -BELGACHIA EAST

Assembly Constituency

১৩৯ -বেলগাছিয়া পূর্ব

বিধানসভা নির্বাচন কেন্দ্র

Place

Calcutta

স্থান

কলিকাতা

Date

19.07.95

তারিখ

১৯.০৭.৯৫

Sarbendu Bhattacharjee.



भारतीय विशिष्ट पहचान अधिकरण
भारत सरकार
 Unique Identification Authority of India
 Government of India
 Enrolment No.: 1111/30713/05848

To
 KAMAL BANERJEE
 S/O: Kumud Sankar Banerjee
 OLAY CHANDITALA 4THY LANE
 NIMTA
 North Dum Dum (m)
 Nimta
 North 24 Parganas North 24 Parganas
 West Bengal 700049
 MP900824041FT



आपका आधार क्रमांक / Your Aadhaar No. :

6462 2614 3711

आधार - आम आदमी का अधिकार



भारत सरकार
 Government of India



KAMAL BANERJEE
 DOB : 09/03/1958
 Male



6462 2614 3711

आधार - आम आदमी का अधिकार



सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन प्रमाणीकरण द्वारा प्राप्त करें।

INFORMATION

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

- आधार देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



भारतीय विशिष्ट पहचान अधिकरण
 Unique Identification Authority of India

Address:
 S/O: Kumud Sankar Banerjee, OLAY CHANDITALA 4THY
 LANE, NIMTA, North Dum Dum (m), North 24 Parganas,
 Nimta, West Bengal, 700049

6462 2614 3711



help@uidai.gov.in

www.uidai.gov.in

Kamal Banerjee
Kumud Sankar Banerjee

Major Information of the Deed

Deed No :	I-1904-04942/2018	Date of Registration	11/05/2018
Query No / Year	1904-0000725650/2018	Office where deed is registered	
Query Date	07/05/2018 6:10:19 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	K Banerjee 12/1, Lindsay Street, Thana : New Market, District : Kolkata, WEST BENGAL, PIN - 700087, Mobile No. : 9830008085, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Stamp duty Paid (SD)	Rs. 1,73,25,000/-		
Rs. 40,020/- (Article:48(g))	Registration Fee Paid		
Remarks	Rs. 101/- (Article:E, E, M(a), M(b), I)		
	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		




Land Details :

District: North 24-Parganas, P.S:- Lake Town, Municipality: SOUTH DUM DUM, Road: Dum Dum Park., Mouza: ShyamNagar, Ward No: 28, Holding No:82

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-2373		Bastu	Bastu	5 Katha		1,73,25,000/-	Width of Approach Road: 25 Ft.
Grand Total :					8.25Dec	0/-	173,25,000/-	

Land Lord Details :



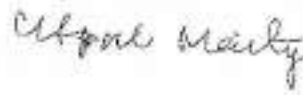
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	Shri Dibyendu Bhattacharjee (Presentant) Son of Late Rabindra Bhattacharjee Executed by: Self, Date of Execution: 11/05/2018 , Admitted by: Self, Date of Admission: 11/05/2018 ,Place : Office			
	47, Dum Dum Park, P.O:- Bangur Avenue, P.S:- East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700055 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: CCKPB4539F, Status :Individual, Executed by: Self, Date of Execution: 11/05/2018 , Admitted by: Self, Date of Admission: 11/05/2018 ,Place : Office	11/05/2018	11/05/2018	11/05/2018

Name	Photo	Fingerprint	Signature
Shri Sarbendu Bhattacharjee Son of Late Rabindra Nath Bhattacharjee Executed by: Self, Date of Execution: 11/05/2018 , Admitted by: Self, Date of Admission: 11/05/2018 ,Place : Office			
11/05/2018	LTI	11/05/2018	11/05/2018
47, Dum Dum Park, P.O:- Bangur Avenue, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: CCKPB4540C, Status :Individual, Executed by: Self, Date of Execution: 11/05/2018 , Admitted by: Self, Date of Admission: 11/05/2018 ,Place : Office			

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	MESSRS PARK PROPERTIES 638, Dum Dum Park, P.O:- Lake Town, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055 , PAN No.:: AGTPM4770C, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Shri Utpal Maity Son of Late Gostha Behari Maity Date of Execution - 11/05/2018 , Admitted by: Self, Date of Admission: 11/05/2018, Place of Admission of Execution: Office			
	May 11 2018 5:05PM	LTI	11/05/2018	11/05/2018
638, Dum Dum Park, P.O:- Lake Town, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGTPM4770C Status : Representative, Representative of : MESSRS PARK PROPERTIES (as proprietor)				

Identifier Details :

Name & address
Kamal Banerjee Son of Late K S Banerjee Olai Chandi 4th Lane, P.O:- Nimta, P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN - 700049, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of Shri Dibyendu Bhattacharjee, Shri Sarbendu Bhattacharjee, Shri Utpal Maity

Kamal Banerjee

11/05/2018

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Dibyendu Bhattacharjee	MESSRS PARK PROPERTIES-4.125 Dec
2	Shri Sarbendu Bhattacharjee	MESSRS PARK PROPERTIES-4.125 Dec

Endorsement For Deed Number : I - 190404942 / 2018

On 11-05-2018

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 16:08 hrs on 11-05-2018, at the Office of the A.R.A. - IV KOLKATA by Shri Dibyendu Bhattacharjee, one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,73,25,000/-

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

Execution is admitted on 11/05/2018 by 1. Shri Dibyendu Bhattacharjee, Son of Late Rabindra Bhattacharjee, 47, Dum Dum Park, P.O: Bangur Avenue, Thana: East Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by Profession Others, 2. Shri Sarbendu Bhattacharjee, Son of Late Rabindra Nath Bhattacharjee, 47, Dum Dum Park, P.O: Bangur Avenue, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by Profession Business

Indetified by Kamal Banerjee, , Son of Late K S Banerjee, Olai Chandi 4th Lane, P.O: Nimta, Thana: Nimta, , North 24 -Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Business

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

Execution is admitted on 11-05-2018 by Shri Utpal Maity, proprietor, MESSRS PARK PROPERTIES, 638, Dum Dum Park, P.O:- Lake Town, P.S:- Lake Town, District-North 24-Parganas, West Bengal, India, PIN - 700055

Indetified by Kamal Banerjee, , Son of Late K S Banerjee, Olai Chandi 4th Lane, P.O: Nimta, Thana: Nimta, , North 24 -Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101/- (E = Rs 21/- , I = Rs 55/- ,M(a) = Rs 21/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 101/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/05/2018 7:56AM with Govt. Ref. No: 192018190236719001 on 11-05-2018, Amount Rs: 101/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 514880337 on 11-05-2018, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1904-04942/2018-11/05/2018

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 35,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 5041, Amount: Rs.5,000/-, Date of Purchase: 08/05/2018, Vendor name: MOUSUMI GHOSH

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 11/05/2018 7:56AM with Govt. Ref. No: 192018190236719001 on 11-05-2018, Amount Rs: 35,020/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 514880337 on 11-05-2018, Head of Account 0030-02-103-003-02



Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2018, Page from 195785 to 195825
being No 190404942 for the year 2018.



Al

Digitally signed by ASIT KUMAR
JOARDER
Date: 2018.05.17 14:49:17 +05:30
Reason: Digital Signing of Deed.

(Asit Kumar Joarder) 17-05-2018 14:49:04
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)