

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

P 511031

Consider that the document is admitted to registration. The alguature should and the endorsement sheets attached with this document are the part of this document.

Additional District Sub-Registrar, Gara South 24 Parganas 2 7 APR 2017

# DEED OF DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT made on this the 27 day of April Two Thousand Eighteen (2018) by and BETWEEN SRI SWAPAN KUMAR BRAHMA (PAN NO.APGPB2683H) son of Late Ramesh Chandra Brahma by faith Hindu, by occupation Business by Nationality Indian permanently residing at Boral Main Road, Sukanta Pally, P.O. Boral, P.S. Sonarpur, Dist: 24-Parganas(S), Kolkata-700154 hereinafter 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, legal representatives and / or assigns) of the FIRST PART.

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Additional District Sub-Registrate Garia South 24 Parganas

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#### AND

"M/S. RAJLAKSHMI ASSOCIATE" (PAN NO. AATFR8795A) a partnership firm, having its office at 2081, Chak-Garia, E-14, Sammiliani Park, P.O.:- Santoshpur, P.S.:-Survey Park, Kolkata-700 075 being represented by its partners (1) SRI ANIL CHANDRA GHOSH (PAN NO.AGKPG0595N) son of Late Surendra Chandra Ghosh and (2) SMT SHILPI GHOSH (PAN NO. AZSPG3579R) wife of Sri Tapash Kumar Ghosh, both by faith Hindu, both by occupation: Business, both by national Indians, both residing at 2081, Chak-Garia, E-14, Sammiliani Park, P.O.:- Santoshpur, P.S.:- Survey Park, Kolkata-700 075 hereinafter referred to as the PROMOTER/ BUILDER/ DEVELOPER (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its respective successors – in office interest, executors, legal representatives and / or assigns) of the SECOND PART.

WHEREAS the First Party herein Srl Swapan Kumar Brahma is lawfully seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of danga land measuring 40.03 decimals equivalent to 24K-03Ch-22Sqft (the split up of the land being:- 04K-09Ch-00 Sft more or less Danga Land of R.S. Dag No. 473 under R.S. Kh. No. 300, R.S. Khanda Kh No. 1232, right now L.R. Dag No. 859 and L.R. Kh. No. 748, plus 01K-00Ch-10 Sft more or less Danga Land of R.S. Dag No. 475 under R.S. Kh. No. 300, R.S. Khanda Kh No. 1232, right now L.R. Dag No. 859 and L.R. Kh. No. 748 plus 07K-13Ch-38 Sft more or less Danga Land of R.S. Dag No. 479 under R.S. Kh. No. 300. R.S. Khanda Kh 1232, right now L.R. Dag No. 863 and L.R. Kh. No. 748, plus 01K-07Ch-19Sft more or less Danga Land of R.S. Dag No. 478 under R.S. Kh. No. 248, plus 02K-08Ch-00Sft more or less danga Land of R.S. Dag No. 482 under R.S. Kh. No. 155, presently L.R. Dag No. 865 and L.R. Kh. No. 965 plus 03K-11Ch-00Sft more or less Danga Land of R.S. Dag No. 484 under R.S. Kh. No. 108, presently L.R. Dag No. 864 and L.R. Kh. No. 44 plus 03K-02Ch-00Sft more or less of Danga Land of R.S. Dag No. 485 under R.S. Kh. No. 500) along with 9,700 sq.ft multiple structures standing thereon situated and lying at Mouza: Sreepur Bhagherkhol, J.L. No. 59, Re. Su. No. 172, Pargana: Magura, Dist: South-24 Parganas, Rajpur Sonarpur Municipality holding No. 352, Sukanta Pally, Ward no. 32, P.S.: Sonarpur, Kolkata-700154 (herein after called and referred to as the SAID PREMISES) fully described in the Schedule-A hereunder written.

AND WHEREAS by a Bengali Kobala (Deed of Sale), dated 25th February 1975, executed by one Sri Amalendu Sen, referred to therein as the Kobala Data (Vendor) of the One Part in favour of Sri Nani Gopal Singha Roy, referred to therein as the Kobala Grahita (Purchaser) of the other part, which was registered in the office of the Sub Registrar of Sonarpur at South 24- Pargana and recorded in Book No. I, Volume No.13, Pages from 132 to 137, Being No. 824 for the year 1975, the Vendor therein, for valuable consideration also mentioned therein sold, transferred and conveyed followed by delivery of possession of all that piece and parcel of Danga land measuring 40K-00Ch-00Sft more or less ( the split up of the land being :- 06K-06Ch-00Sft more or less of Danga Land of R.S. Dag No. 473 under R.S. Kh. No. 300, R.S. Khanda Kh No. 1232, right now L.R. Dag No. 859 and L.R. Kh. No. 748, plus 02K-08Ch-00Sft more or less of Danga

Land of R.S. Dag No. 475 under R.S. Kh. No. 300, R.S. Khanda Kh No. 1232, right now L.R. Dag No. 859 and L.R. Kh. No. 748 plus 12K-15Ch-00Sft more or less of Danga Land of R.S. Dag No. 479 under R.S. Kh. No. 300, R.S. Khanda Kh 1232, right now L.R. Dag No. 863 and L.R. Kh. No. 748 plus 02K-00Ch-00Sft more or less of Danga Land of R.S. Dag No. 478 under R.S. Kh. No. 248, plus 03K-08Ch-00Sft more or less of Danga Land of R.S. Dag No. 477 under R.S. Kh. No. 835, presently L.R. Dag No. 862 and L.R. Kh. No. 1185 plus 8 decimal equivalent to 04K-13Ch-00Sft more or less of Danga Land of R.S. Dag No. 484 under R.S. Kh. No. 108, presently L.R. Dag No. 864 and L.R. Kh. No. 44 plus 01K-04Ch-00Sft more or less of danga Land of R.S. Dag No. 481 under R.S. Kh. No. 155, plus 03K-08Ch-00Sft more or less of danga Land of R.S. Dag No. 482 under R.S. Kh. No. 155, presently L.R. Dag No. 865 and L.R. Kh. No. 965 plus 03-02Ch-00Sft more or less of Danga Land of R.S. Dag No. 485 under R.S. Kh. No. 500) along with 10,500 sq.ft multiple structures standing thereon situated and lying at Mouza: Sreepur Bhagherkhol, Pargana:- Magura, Touzi No.1, , J.L. No.59, R.S. No. 172, P.S. Sonarpur, District -South 24-Parganas, with every rights, title interest over the said property without interruption, claim and whatsoever.

AND WHEREAS the land as aforesald duly been mutated in the name of the said Nani Gopal Singha Roy in the assessment record of the Rajpur- Sonarpur Municipality and in the record of B.L.&.L.R.O, Sonarpur.

AND WHEREAS thereafter by a Deed of Sale dated 05.09.2003, executed by the said Sri Nani Gopal Singha Roy in favour of the owner named herein, Sri Swapan Kumar Brahma, which was registered in D.S.R. -IV Allpore, South 24 Parganas and recorded in Book No.I, Volume No.11, Pages 180-194, Being No.01878, for the year 2006, the Vendor therein, for the valuable consideration mentioned therein, sold, transferred, assigned and assured to and in favour of the said Swapan Kumar Brahma, all that piece and parcel of Danga land measuring 20K-00Ch-00Sft more or less (the split up of the land being 06K-06Ch-00Sft more or less of Danga Land of R.S. Dag No. 473 under R.S. Kh. No. 300, R.S. Khanda Kh No. 1232, right now L.R. Dag No. 859 and L.R. Kh. No. 748, plus 02K-08Ch-00Sft more or less of Danga Land of R.S. Dag No. 475 under R.S. Kh. No. 300, R.S. Khanda Kh No. 1232, right now L.R. Dag No. 859 and L.R. Kh. No. 748 plus 05K-10Ch-00Sft more or less of Danga Land of R.S. Dag No. 479 under R.S. Kh. No. 300, R.S. Khanda Kh 1232, right now L.R. Dag No. 863 and L.R. Kh. No. 748, plus 03K-08Ch-00Sft more or less of Danga Land of R.S. Dag No. 477 under R.S. Kh. No. 835, presently L.R. Dag No. 862 and L.R. Kh. No. 1185 plus 02K-00Ch-00Sft more or less of Danga Land of R.S. Dag No. 478 under R.S. Kh. No. 248, In addition as per deed of self declaration dated 13th April 2007 registered at the office of ADSR Sonarpur, South-24 Parganas and recorded in Book No. I, Volume No. 49, pages from 45 to 48 being No. 2429 for the year 2007) along with 5,500 sq.ft multiple structures (dilapidated) standing thereon situated and lying at Mouza: Sreepur Bhagherkhol, Pargana:- Magura, Touzi No.1, J.L. No.59, R.S. No. 172, P.S. Sonarpur, District -South 24-Parganas, Kolkata-700154 with every rights, title interest over the said property without interruption, claim and whatsoever. The vendor of the said deed of Conveyance was represented by his Constituted Attorney Smt. Amita Brahma, by virtue of a Power of Attorney dated 01.12.

2000, which was registered in the office of A.D.S.R. Sonarpur of South 24 Parganas and recorded in Book No.IV, Volume No.8, Pages from 386 to 391, Being No.778 for the year 2000.

AND WHEREAS by another Deed of Sale, dated 16.02.2005, executed by the said Nani Gopal Singha Roy in favour of Srl Swapan Kumar Brahma, which was registered in the office of the D.S.R. IV -Allpore, South 24 Parganas, and recorded in Book No.I, Being No. 2473, for the year 2008, the Vendor therein, for the valuable consideration mentioned therein, sold, transferred, assigned and assured to and in favour of the said Swapan Kumar Brahma, all that piece and parcel of Danga land measuring 15K-12Ch-00Sft more or less (the split up of the land being 07K-05Ch-00Sft more or less of Danga Land of R.S. Dag No. 479 under R.S. Kh. No. 300, R.S. Khanda Kh 1232 , right now L.R. Dag No. 863 and L.R. Kh. No. 748 plus 01K-04Ch-00Sft more or less of danga Land of R.S. Dag No. 481 under R.S. Kh. No. 155, plus 01K-08Ch-00Sft more or less of danga Land of R.S. Dag No. 482 under R.S. Kh. No. 155, presently L.R. Dag No. 865 and L.R. Kh. No. 965 plus 02K-09Ch-00Sft more or less pertaining to R.S. Dag No. 484 under R.S. Kh. No. 108, presently L.R. Dag No. 864 and L.R. Kh. No. 44 plus 03-02Ch-00Sft more or less of Danga Land of R.S. Dag No. 485 under R.S. Kh. No. 500) along with 4,200 sq.ft multiple structures (dilapidated) standing thereon situated and lying at Mouza: Sreepur Bhagherkhol, Pargana: - Magura, Touzi No.1, , J.L. No.59, R.S. No. 172, P.S. Sonarpur, District -South 24-Parganas, Kolkata-700154 with every rights, title interest over the said property without interruption, claim and whatsoever. The vendor of the said deed of Conveyance was represented by his Constituted Attorney Smt. Amita Brahma, by virtue of a Power of Attorney dated 01.12. 2000, which was registered in the office of A.D.S.R. Sonarpur of South 24- Pargana and recorded in Book No. IV, Volume No.8, Pages from 386 to 391, being No.778 for the year 2000.

AND WHEREAS thereafter by another Deed of Sale, executed on 30.09,2002, by the said Nani Gopal Singha Roy in favour of Srl Soumen Chowdhury and Srl Sougata Kanti Roy, which was registered on 13th October 2002 in the office of the D.S.R. IV -Alipore South 24- Pargana, and recorded in Book No.I, Volume No. 115, Pages from 273 to 286, Being No. 4832, for the year 2002, the Vendor therein, for the valuable consideration mentioned therein, sold, transferred and conveyed followed by delivery of possession all that piece and parcel of Danga land measuring each share 2K-02Ch-00 Saft more or less ( each share the split up of the land being 01K-02Ch-00Sft more or less Danga land out of 08 decimal danga land of R.S. Dag No. 484 under R.S. Kh. No. 108. presently L.R. Dag No. 864 and L.R. Kh. No. 44 plus 01K-00Ch-00Sft more or less danga land out of 03K-08 Ch -00Sqf danga land of R.S. Dag No. 482 under R.S. Kh. No. 155. presently L.R. Dag No. 865 and L.R. Kh. No. 965) along with 200 sq.ft old dilapidated structure standing thereon situated and lying at Mouza: Sreepur Bhagherkhol, Pargana:-Magura, Touzi No.1, J.L. No.59, R.S. No. 172, P.S. Sonarpur, District -South 24-Parganas, Kolkata-700154with every rights, title interest over the said property without interruption, claim and whatsoever. The vendor of the said deed of Conveyance was represented by his Constituted Attorney Smt. Amita Brahma, by virtue of a Power of Attorney dated 01.12. 2000, which was registered in the office of A.D.S.R. Sonarpur of

South 24 Parganas and recorded in Book No. IV, Volume No.8, Pages from 386 to 391, Being No.778 for the year 2000.

AND WHEREAS thereafter by one Deed of Sale, dated 14.11.2008, executed by the said Sri Soumen Chowdhury in favour of Sri Swapan Brahma, which was registered in the office of the A.D.S.R. Sonarpur, South 24 Parganas, and recorded in Book No.I, Volume No. 38, Pages from 559 to 574 Being No. 11026, for the year 2008, the Vendor therein, for the valuable consideration mentioned therein, sold, transferred and conveyed followed by delivery of possession all that piece and parcel of Danga, land measuring 02k-2CH-00 Sqft (the split up of the land being 01K-02Ch-00Sft more or less Danga, land of R.S. Dag No. 484 under R.S. Kh. No. 108, presently L.R. Dag No. 864 and L.R. Kh. No. 44 plus 01K-00Ch-00Sft more or less danga land of R.S. Dag No. 482 under R.S. Kh. No. 155, presently L.R. Dag No. 865 and L.R. Kh. No. 965) along with 200 sq.ft old dilapidated structure standing thereon, situated and lying, at Mouza: Sreepur Bhagherkhol, Pargana:- Magura, Touzi No.1, J.L. No.59, R.S. No. 172, P.S. Sonarpur, District -South, 24-Parganas, Kolkata-700154 with every rights, title interest over the said property without interruption, claim and whatsoever.

AND WHEREAS thus the owner herein named Sri Swapan Kumar Brahma by virtue of aforesaid purchases thus owned seized and possessed of and / or otherwise well sufficiently entitled to the aforesald total Danga land measuring 37K-14Ch-00Sft more or less (the split up of the land being:- 06K-06Ch-00Sft more or less of Danga Land of R.S. Dag No. 473 under R.S. Kh. No. 300, R.S. Khanda Kh No. 1232, right now L.R. Dag No. 859 and L.R. Kh. No. 748, plus 02K-08Ch-00Sft more or less of Danga Land of R.S. Dag No. 475 under R.S. Kh. No. 300, R.S. Khanda Kh No. 1232, right now L.R. Dag No. 859 and L.R. Kh. No. 748 plus 12K-15Ch-00Sft more or less of Danga Land of R.S. Dag No. 479 under R.S. Kh. No. 300, R.S. Khanda Kh 1232, right now L.R. Dag No. 863 and L.R. Kh. No. 748, plus 03K-08Ch-00Sft more or less of Danga Land of R.S. Dag No. 477 under R.S. Kh. No. 835, presently L.R. Dag No. 862 and L.R. Kh. No. 1185 plus 02K-00Ch-00Sft more or less of Danga Land of R.S. Dag No. 478 under R.S. Kh, No. 248, plus 01K-04Ch-00Sft more or less of danga Land of R.S. Dag No. 481 under R.S. Kh. No. 155, plus 02K-08Ch-00Sft more or less of danga Land of R.S. Dag No. 482 under R.S. Kh. No. 155, presently L.R. Dag No. 865 and L.R. Kh. No. 965 plus 03K-11Ch-00Sft more or less pertaining to R.S. Dag No. 484 under R.S. Kh. No. 108, presently L.R. Dag No. 864 and L.R. Kh. No. 44 plus 03-02Ch-00Sft more or less of Danga Land of R.S. Dag No. 485 under R.S. Kh. No. 500) along with 9,900 sq.ft multiple structure (dilapidated) standing thereon situated and lying at Mouza: Sreepur Bhagherkhol, Pargana: - Magura, Touzi No.1, J.L. No.59, R.S. No. 172, P.S. Sonarpur, District -South 24-Parganas, Kolkata-700154 with every rights, title Interest over the said property without interruption, claim and whatsoever.

AND WHEREAS the owner while enjoying and possessing the entire dangal land measuring 37K-14Ch-00Sft more or less, the authority of Rajpur-Sonarpur Municipality approached the owner to donate voluntarily a piece of land admeasuring about 07 Cottahs 00 Chittaks 00 Sq.ft. more or less (the split up of the land being 0K-00Ch-27Sft more or less of dangal land of R.S. Dag No. 473 under R.S. Kh. No. 300, R.S. Khanda Kh

No. 1232, Plus 0K-06Ch-28 Sft more or less of danga land of R.S. Dag No. 475 under R.S. Kh. No. 300, R.S.Khanda Kh No. 1232, plus 3K-08Ch-00Sft more or less of danga land of R.S. Dag No. 477 under R.S. Kh. No. 835 of 834, plus 0K-08Ch-26Sft more or less of danga land of R.S. Dag No. 478 under R.S. Kh. No. 248,plus 2K-08Ch-09Sft more or less of danga land of R.S. Dag No. 479 under R.S. Kh. No. 300, R.S. Khanda Kh No. 1232) for erection of local water tank, and the said deed was registered in the office of the ADSR Sonarpur, of South 24 Parganas and recorded in Book No. I, C.D. Volume No. 22, Pages from 896 to 909, Being No. 08502 for the year 2010.

AND WHEREAS after the aforesaid gift to Rajpur-Sonarpur Municipality, Sri Swapan Kumar Brahma became the absolute owner of the rest entire danga land measuring 49 decimal equivalent to 29 Cotthas 10 Chattaks 00 sq.ft. more or less (the split up of the land being:- 06K-05Ch-18 Sft more or less of Danga Land of R.S. Dag No. 473 under R.S. Kh. No. 300, R.S. Khanda Kh No. 1232, right now L.R. Dag No. 859 and L.R. Kh. No. 748, plus 02K-01Ch-17Sft more or less of Danga Land of R.S. Dag No. 475 under R.S. Kh. No. 300, R.S. Khanda Kh No. 1232, right now L.R. Dag No. 859 and L.R. Kh. No. 748 plus 10K-06Ch-36 Sft more or less of Danga Land of R.S. Dag No. 479 under R.S. Kh. No. 300, R.S. Khanda Kh 1232, right now L.R. Dag No. 863 and L.R. Kh. No. 748, plus 01K-07Ch-19Sft more or less of Danga Land of R.S. Dag No. 478 under R.S. Kh. No. 248, plus 02K-08Ch-00Sft more or less of danga Land of R.S. Dag No. 482 under R.S. Kh. No. 155, presently L.R. Dag No. 865 and L.R. Kh. No. 965 plus 03K-11Ch-00Sft more or less pertaining to R.S. Dag No. 484 under R.S. Kh. No. 108, presently L.R. Dag No. 864 and L.R. Kh. No. 44 plus 03-02Ch-00Sft more or less of Danga Land of R.S. Dag No. 485 under R.S. Kh. No. 500) along with 9,900 sq.ft multiple structure (old) standing thereon situated and lying at Mouza: Sreepur Bhagherkhol, Pargana:- Magura, Touzi No.1, J.L. No.59, R.S. No. 172, P.S. Sonarpur, District -South 24-Parganas, Kolkata-700154 with every rights, title interest over the said property without interruption, claim and whatsoever and duly been mutated the said 49 decimal of danga land in the name of Srl Swapan Kumar Brahma in the assessment record of the Rajpur-Sonarpur Municipality being its holding No. 352, Sukanta Pally, Ward No. 32, P.S. Sonarpur, Kolkata 700154 and also in the record of B.L & L.R.O, Sonarpur, and paying 'Taxes' and 'Khajnas' regularly, and are enjoying the same free from all encumbrances, liens, lispendences, charges whatsoever and howsoever.

AND WHEREAS for development of the said danga land and premises/holding by making multi storled building thereon the said Sri Swapan Kumar Brahma executed a Development Agreement on 06/12/2013, registered at D.S.R.-IV, Alipore, South 24-Parganas recorded in Book No. I, CD Volume No. 45, Pages from 3069 to 3096 being No. 08941 for the year 2013, and also executed a Development Power of Attorney on 06/12/2013, registered at D.S.R.-IV, Alipore, South 24-Parganas recorded in Book No. I, Volume No. 45, Pages from 2955 to 2971, being No. 08942 for the year 2013 in favour of the Developer therein "M/s. Rajlakshmi Associate".

AND WHEREAS thereafter the first party herein Srl Swapan Kumar Brahma further decided to develop 40,03 decimals equivalent to 24K-03Ch-22Sqft or 1619.94 SQM more or less of demarcated danga land (the split up of the land being:- 04K-09Ch-00 Sft more or less out of 06K-05Ch-18Sgft more or less Danga Land of R.S. Dag No. 473 under R.S. Kh. No. 300, R.S. Khanda Kh No. 1232, right now L.R. Dag No. 859 and L.R. Kh. No. 748, plus 01K-00Ch-10 Sft more or less out of 02K-01Ch-17Sqft more or less Danga Land of R.S. Dag No. 475 under R.S. Kh. No. 300, R.S. Khanda Kh No. 1232, right now L.R. Dag No. 859 and L.R. Kh, No. 748 plus 07K-13Ch-38 Sft more or less out of 10K-06Ch-36Sqft more or less Danga Land of R.S. Dag No. 479 under R.S. Kh. No. 300, R.S. Khanda Kh 1232, right now L.R. Dag No. 863 and L.R. Kh. No. 748, plus 01K-07Ch-19Sft more or less Danga Land of R.S. Dag No. 478 under R.S. Kh. No. 248, plus 02K-08Ch-00Sft more or less danga Land of R.S. Dag No. 482 under R.S. Kh. No. 155, presently L.R. Dag No. 865 and L.R. Kh. No. 965 plus 03K-11Ch-00 Sft more or less Danga Land of R.S. Dag No. 484 under R.S. Kh. No. 108, presently L.R. Dag No. 864 and L.R. Kh. No. 44 plus 03-02Ch-00Sft more or less of Danga Land of R.S. Dag No. 485 under R.S. Kh. No. 500) out of 49 decimal danga land.

AND WHEREAS thereafter the Second party herein Rajlakshmi Associate on behalf of the First Party further applied for re-assessement the said demarcated danga land measuring 40.03 decimals more or less in the name of Sri Swapan Kumar Brahma at Rajpur- Sonarpur Municipality and got the holding assessed by keeping its previous municipality holding No. 352, Sukanta Pally, Ward No. 32, P.S. Sonarpur, and Kolkata 700154 under Mouza: Sreepur Bhagherkhol, J.L. No. 59, Re. Su. No. 172, Pargana: Magura, Dist: South-24 Parganas, Rajpur Sonarpur Municipality holding No. 352, Sukanta Pally, Ward no. 32, P.S.; Sonarpur, Kolkata-700154.

AND WHEREAS thereafter the Second Party herein and therein Sri Anii Chandra Ghosh and Smt Shilpi Ghosh partners of the "M/s. Rajlakshmi Associate" the Promoter/Builder/ Developer has arranged Fire NOC vide Memo No. WBFES/6128/16/24Pgs(S)RB /926/16 (926/16) dated 30/08/2016 from DIC, Fire Prevention Wing, WB Fire & Emergency Service and thereafter proceed for plan sanction by their own initiative and thereafter got the building sanctioned plan from the Rajpur Sonarpur Municipality in respect of the said property being No.134/CB/32/126 dated 22.08.2017 at their own expenses coasts and charges.

AND WHEREAS thereafter the first party and the Second party herein and therein jointly decided a little changes in both owner's and developer's consideration and space allocation mentioned therein considering as per present physical measurement of danga land measuring 40.03 decimals equivalent to 24K-03Ch-22Sqft more or less.

AND WHEREAS thereafter the said Developer approach the Owner to execute a New Development Power of Attorney/or Development Agreement in favour of the Developer, and the owner agreed to execute fresh and separate Registered Development Agreement and the development power of attorney on his said danga land measuring 40.03 decimals equivalent to 24K-03Ch-22Sqft or 1619.94 SQM more or less of demarcated danga land (the split up of the land being:- 04K-09Ch-00 Sft more or less

Danga Land of R.S. Dag No. 473 under R.S. Kh. No. 300, R.S. Khanda Kh No. 1232, right now L.R. Dag No. 859 and L.R. Kh. No. 748, plus 01K-00Ch-10 Sft more or less Danga Land of R.S. Dag No. 475 under R.S. Kh. No. 300, R.S. Khanda Kh No. 1232, right now L.R. Dag No. 859 and L.R. Kh. No. 748 plus 07K-13Ch-38 Sft more or less Danga Land of R.S. Dag No. 479 under R.S. Kh. No. 300, R.S. Khanda Kh 1232, right now L.R. Dag No. 863 and L.R. Kh. No. 748, plus 01K-07Ch-19Sft more or less Danga Land of R.S. Dag No. 478 under R.S. Kh. No. 248, plus 02K-08Ch-00Sft more or less danga Land of R.S. Dag No. 482 under R.S. Kh. No. 155, presently L.R. Dag No. 865 and L.R. Kh. No. 965 plus 03K-11Ch-00 Sft more or less Danga Land of R.S. Dag No. 484 under R.S. Kh. No. 108, presently L.R. Dag No. 864 and L.R. Kh. No. 44 plus 03-02Ch-00Sft more or less of Danga Land of R.S. Dag No. 485 under R.S. Kh. No. 500) being its municipality holding No. 352, Sukanta Pally, Ward No. 32, P.S. Sonarpur, and Kolkata 700154 under Mouza: Sreepur Bhagherkhol, J.L. No. 59, Re. Su. No. 172, Pargana: Magura, Dist: South-24 Parganas, Rajpur Sonarpur Municipality holding No. 352, Sukanta Pally, Ward no. 32, P.S.: Sonarpur, Kolkata-700154 for the construction of multi-storied buildings according to modern test, design and architecture in accordance with the building plan of Rajpur- Sonarpur Municipality.

The promoter/builder/developer hereof is an experienced promoter/builder/developer engaged in the field of building promotion and construction having came to know the aforesaid intention of the landowner as well as on relaying, verification, scrutiny and due searching of all relevant papers and documents relating to the marketable title of the landowner and having been satisfied in all respect regarding the lawful right, bonafide interest, un-encumbered possession and marketable title of the landowner in respect of the said holding particularly mentioned in Schedule-A below by constructing high rise/ multi-storied buildings according to modern test, design and architecture in accordance with the building plan sanctioned by the Rajpur- Sonarpur Municipality and approached the landowner to undertake such development work exclusively at its own costs and expenses on the terms and conditions so settled and agreed by and between the parties hereof and stipulated herein below.

NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH AS FOLLOWS

THAT the parties hereto have agreed to abide by the terms and conditions of this

Development Agreement appearing and the terms hereunder excluded by or repugnant
to the subject or context shall mean the following:

## ARTICLE-I: DEFINATION

- a) OWNER: shall mean Sri Swapan Kumar Brahma son of Late Ramesh Chandra Brahma permanently residing at Boral Main Road, Sukanta Pally, Kolkata-700154.
- b) PROMOTER/BUILDER/DEVELOPER; shall mean "RAJLAKSHMI ASSOCIATE" a partnership firm, having its office at 2081, Chak-Garia, E-14, Sammilani Park, P.O.; Santoshpur, P.S.; Survey Park, Kolkata-700 075 being represented by its partners (1) Srl Anii Chandra Ghosh son of Late Surendra Chandra Ghosh and (2) Smt Shilpi Ghosh wife of Srl Tapash Kumar Ghosh, both by faith Hindu, both by occupation; Business, both by national Indians, both residing at 2081, Chak-Garia, E-14.

Sammiliani Park, P.O.:- Santoshpur, P.S.:- Survey Park, Kolkata-700 075 and also include their respective heir or heirs, transferees, nominees, and their respective ilabilities that is Promoter's/Builder's/ Developer's liability for total construction thereon.

- TITLE DEEDS: shall mean all that the documents referred to herein above recital.
- d) PREMISES/HOLDING: shall mean all that piece and parcel of danga land measuring 40.03 decimals equivalent to 24K-03Ch-22Sqft or 1619.94 SQM more or less of demarcated danga land (the spllt up of the land being:- 04K-09Ch-00 Sft more or less Danga Land of R.S. Dag No. 473 under R.S. Kh. No. 300, R.S. Khanda Kh No. 1232, right now L.R. Dag No. 859 and L.R. Kh. No. 748, plus 01K-00Ch-10 Sft more or less Danga Land of R.S. Dag No. 475 under R.S. Kh. No. 300, R.S. Khanda Kh No. 1232, right now L.R. Dag No. 859 and L.R. Kh. No. 748 plus 07K-13Ch-38 Sft more or less Danga Land of R.S. Dag No. 479 under R.S. Kh. No. 300, R.S. Khanda Kh 1232 , right now L.R. Dag No. 863 and L.R. Kh. No. 748, plus 01K-07Ch-19Sft more or less Danga Land of R.S. Dag No. 478 under R.S. Kh. No. 248, plus 02K-08Ch-00Sft more or less danga Land of R.S. Dag No. 482 under R.S. Kh. No. 155, presently L.R. Dag No. 865 and L.R. Kh. No. 965 plus 03K-11Ch-00 Sft more or less Danga Land of R.S. Dag No. 484 under R.S. Kh. No. 108, presently L.R. Dag No. 864 and L.R. Kh. No. 44 plus 03-02Ch-00Sft more or less of Danga Land of R.S. Dag No. 485 under R.S. Kh. No. 500) under Mouza: Sreepur Bhagherkhol, J.L. No. 59, Re. Su.No.172, Pargana: Magura, Dist: South-24 Parganas, Rajpur Sonarpur Municipality holding No. 352, Sukanta Pally, Ward no.32, P.S.:Sonarpur, Kolkata-700154.
- e) BUILDING: shall mean all that several blocks of multi-storied / high-rise buildings to be constructed by the promoter/builder/developer on the said danga land mentioned in schedule-A below holding/premises of the landowner in accordance with the sanctioned building plan of the Rajpur Sonarpur Municipality.
- f) COMMON FACILITIES AND AMENITIES: shall mean such portion and /or areas of the land building and its constructed spaces specified for collective use and enjoyment by the occupiers of the building including land owners include corridors, stairways, passage ways, lift, driveways, common lavatories, pump room, tube-well, ground water reservoir, overhead water tank, water-pump, Generator etc.
- g) COMMON EXPENSES:- shall mean the expenses so to be borne by the land owner/owners hereof along with other flat/ unit owners of the building for maintenance and occupation of all common services, facilities, amenities, provisions and area attached to the land and building.
- h) OWNER'S ALLOCATION: shall mean 45% total Sanction covered flat area and 45% of total covered parking or open parking spaces (mentioned in ARTICLE-VI) including proportionate share in the common facilities and amenities in the said building to be constructed on the said premises as per sanctioned plan.
- i) DEVELOPER'S ALLOCATION: shall mean except owner's allocation the remaining 55% total Sanctioned covered flat area plus owner's adjustable Sanctioned covered flat area plus remaining total 55% covered parking or open parking spaces together

- with proportionate share in the common facilities and amenities in the said building to be constructed on the said premises with proportionate share of land which is fully described in the ARTICLE-VII hereunder written
- j) THE ENGINEER/ ARCHITECT: shall mean such persons who may be appointed by the Developer for designing, planning and making elevation of the building on the said premises/ holding.
- k) BUILDING PLAN: would mean such plan prepared by the architect for the construction of the building and sanctioned by Rajpur Sonarpur Municipality or any other competent authorities as the case may be.
- TRANSFER: with its grammatical variation shall include possession under a Agreement or part performance of a contract and by any other means according to Transfer Properties Act, 1982.
- TRANSFREE: shall mean the person, firm, limited company, association of persons or body of Individuals to whom any space in the building has been transferred.
- n) BUILT UP AREA: shall mean the area measuring at floor level of any Flat/unit taking the external dimension of the flat /unit including the area of balconies thereto excepting the walls separating one unit from the other of which 50% only to be added with proportionate share of Stair, Lift and lobby and both Stair & Lift head rooms.

#### ARTICLE-II: TITLE AND INDEMNITIES

- a. The owner represents and declares that the said premises/holding mentioned in Schedule-A below is free from all encumbrances and he has good and absolute right, title to the said property and he has a marketable title to enter into this Development Agreement with the promoter/builder/developer.
- That there is no excess vacant land at the said premises within the meaning of the Urban Land (Celling and Regulation) Act. 1976
- c. That the owner as a lawful owner of the said premises has full right and authority to sign and execute the present agreement for development with the builder/developer hereof.
- d. That the First Party/ owner declares that the original title deeds and relevant documents already handed over to the Promoter/Builder/ Developer for plan sanction mutation, amalgamation and original verification for its prospective buyers and as and when required for reasonable cause the owner shall receive title deeds on receipt, and again return all such deeds to the Promoter/Builder/ Developer Immediately. The Promoter/Builder/ Developer do hereby agreed to give all the originals title deeds and relevant document back to the association of all flat owners immediately after giving possession of all the prospective buyers and owners also.
- That the First Party till date neither created any mortgage, charge nor attach the said premises with other encumbrances in any manner whatsoever.
- f. That the First Party have not yet done any act, deed, matter of thing whereby or by reason whereof the development of the said premises by the builder/developer hereto may be prevented or affected in any manner whatsoever.

- g. That the First Party /owner is liable for cost and deposit of their separate electric meter for regular connection of each flat. And any flat or portion thereof shall be purchased by the intending purchaser/s from the owner's allocation then the said respective buyer/s shall be borne the proportionate cost involved for installation of Transformer, WBSEDCL Service Meter, Generator, AC Gymnasium, Water treatment Plant for the common benefit of the total project.
- h. The First Party /owner shall pay the service tax or GST on his respective flat/flats and parking space /s.

# ARTICLE-III: CONSTRUCTIONAL OBLIGATION

The first party / owner and the promoter/ builder/ developer both hereby declare and covenant as follows:

- a) That the First Party / owner hereby grant exclusive right to the promoter/ builder/ developer to undertake new construction on the said premises in accordance with the sanctioned building plan of the Rajpur Sonarpur Municipality.
- b) That the plan sanction, soil test, Structural design, BL&LRO mutation, Rajpur Sonarpur Municipality Mutation, construction of boundary wall on schedule land, deposit the sanction fees, payment of Architect fees, deposit up-to-date taxes and Khajna to the appropriate authority including its identical expenses, completed and paid by the developer its own cost and expenses.
- c) That after execution of this agreement the promoter/builder/ developer shall immediate start the proposed construction work of several blocks of multi-storled buildings thereon.
- d) That the owner and the Promoter/Builder/Developer shall exclusively be entitled to hold, possess and enjoy their respective allocation in the building with further right to transfer and/or to deal with or dispose of the same without any claim, demand, right or interest therein of the other part and shall further not in any way interfere or disturb the quiet and peaceful possession of the other.
- e) It is made clear that save and except the owner's allocation all other floors and flats parking spaces and shop of the said proposed multi-storied buildings will be treated as property lying under developer's allocation and the promoter/builder/ developer shall dispose of in favour of the prospective buyer/s at such consideration or price that the promoter/builder/ developer may think fit and proper.
- f) That the owner hereof in connection with the present agreement for development as well as for all other related acts, deeds and things, sign and execute a registered general power of attorney unto and in favour of the Promoter/Builder /Developer hereto empowering there under to do and perform all such acts, deeds and things that are required to be done for developing the said premises by completing the construction work of high-rise or several blocks of multi-storied buildings and also to sale the flats, units and other constructed spaces of the building fallen under developer's allocation including delivery of possession thereof in favour of the prospective purchaser/s.

- g) The Promoter/Builder/Developer shall have exclusive right to construct the building on the said land and premises at its own cost in accordance with the sanctioned building Plan, without any hindrances or obstruction from the owner or any person claiming through them. The type of construction, specification of materials to be used and the detailed design of the building shall be only as per the choice of the Promoter/Builder/ Developer. The Promoter/Builder/ Developer hereby undertakes to construct the building in accordance with the sanctioned building plan maintaining the rules and regulations of the Rajpur Sonarpur Municipality and shall use quality Building materials
- h) The Promoter/Builder/Developer shall have exclusive right to construct the building/ buildings on the said land and premises amalgamated or adding with the other adjoining plots at its own cost after taking necessary approval from the land owner.
- i) The First Party / owner shall put the Promoter/Builder /Developer in exclusive and undisputed possession of the said land and shall not in any way interfere with the possession of the Promoter/Builder/Developer and shall not disturb or cause any obstruction in the construction or development of the said land. It is made clear that it shall be obligatory on the part of the First Party /owner to put the Promoter/Builder/ Developer in vacant possession of the said land in terms of this Agreement.
- j) That both parties commit and undertake to play their role faithfully and sincerely and cooperate with each other in its true sense and in order to successfully complete the propose project
- k) The Promoter/Builder/ Developer hereby undertakes to construct the Building diligently and expeditiously and to hand over the owner's allocation to the owner herein within 36(thirty-six) months from the date of starting construction work as per sanction plan from Rajpur Sonarpur Municipality. It is pertinent to mention here that the time for the new building construction as stated heretofore can be further extended to the limit of 6(six) months only by the Owner/party of the First Part herein to the Developer/party of the Second Part considering the special and/or unavoidable circumstances if any, cropped up during the aforesaid period of construction of the said proposed new building.

# ARTICLE-IV: DEALINGS OF SPACES OF THE BUILDING

- a) The promoter/builder/developer shall on completion of the construction work of the buildings in accordance with the specifications stated hereunder, put the owner first in undisputed possession of the landowner's allocation together with right and interest on all common areas, facilities, provisions and amenities attached to and available with the buildings and such common right and interest are to be enjoyed by the landowners jointly and severally along with the other owners of flat/unit or space of the building.
- b) The First Party / owner will be entitled to transfer or otherwise deal with the owner's allocation of the building exclusively at his absolute discretion.
- c) That the Promoter/Builder/Developer shall be exclusively entitled to the Developer's allocations in the said building with all other common right, facilities situated thereon with all exclusive right to deal with, enter into agreement for sale and transfer the

- same without any right, claim, demand, interest whatsoever nature of the landowner and the landowner shall not in any way interfere with or disturb the quiet and peaceful possession of the developer's allocation.
- d) Both the parties jointly decided that, out of owner's allocation particularly mentioned in Article - VI at owner's allocation, surplus or less area will be payable/ adjusted @ of market price vice versa.
- e) The promoter/builder/developer hereby agrees and covenants with the landowner not to do any act, deed or thing whereby the landowners will be prevented from occupying, enjoying, selling, assigning and/or disposing of any part or portion of the landowner's allocation in the said newly constructed buildings.
- f) The owner hereby agrees and covenants with the promoter/builder/developer not to do any act, deed or thing whereby the promoter/builder/developer will be prevented from occupying, enjoying, selling, assigning and/or disposing of any part or portion of the promoter's/builder's /developer's allocation in the said newly constructed buildings.

# ARTICLE-V:. EXPLOITATION RIGHT

- a. After execution of this agreement made in terms thereof the owner shall grant exclusive right to the Promoter/Builder/ Developer to build upon and to commercially exploit the said plot of land on the basis of the layout plan approved by the Rajpur Sonarpur Municipality constructing thereon residential flat system building.
- b. That the First Party herein owner shall execute Registered Development Power of Attorney in favour of the Promoter/Builder/ Developer so that the Promoter/Builder/ Developer shall at before any authority/authorities for getting sanction or CC Plan, to deposit fees and other necessaries papers for such sanction, to construct such flat system building thereon, to negotiate with the intending purchaser/purchasers of flat/flats, covered car parking/s, open car-parking/s, shop/ shops to fix up the price of the flat/flats/parking spaces/shop/shops at its own discretion and receive the booking money or advance payment /full consideration of the flat/flats, car parking/s, shop/s in respect of the developer's allocation. To appear before any registration authority/ authorities for registration of the said flat/s, covered car parking/s, open carparking/s, shop/shops together with the proportionate share of land after completion of the said building in favour of the nominee/nominees or respective buyer/buyers in respect of the Promoter's/ Builder's/ Developer's allocation. The owner hereto however without raising any objection, at the request of the developer if so required, shall execute and register the necessary deed of conveyance/s unto and in favour of the purchaser or purchasers towards sale of flats and/or units and spaces of the building as and when so called for by the promoter/builder /developer provided however that, the owner as vendor in all such deed of conveyance/s shall not claim or be entitled to claim any amount towards the value of constructed area or towards the consideration value relating thereto.
- c. All Applications, plans and the other papers and documents referred to here-in-above shall be submitted by or in the name of the Owner at the costs of the Promoter/ Builder / Developer, and the Promoter/Builder/ Developer shall pay and bear all

- submission fees, charges and expenses required to be paid or deposited for such sanction to obtain Completion Certificate, drainage with their sanction plans on the said land.
- d. That the First Party has confirmed that, good title over the entire plot of land in question including the absolute possession right and the land free from all sorts of encumbrances whatsoever and he has lawful right to sign and execute this Development Agreement. And the First Party also confirmed that prior to execution of this agreement he has not encumbered the property any-body else on execution of any type of agreement each share i.e. in a nut shell the schedule property is free from all sorts of encumbrances and it is free from any type of litigations. And right now the owner has not received any notice of acquisition and requisition from any authority.
- That both parties commit and undertake to play their role faithfully and sincerely and cooperate with each other in its true sense and in order to successfully complete the propose project.
- f. In consideration having agreed to commercially exploit the said premises by constructing residential flat system building thereon, both the first party and Second Party shall compulsorily liable to pay Service Tax/ Goods and Service Tax in their respective share of allotted Flat/s and Parking Space/s.
- g. This entire plot of danga land measuring 40.03 decimal more or less of Municipality Holding No. 352, Sukanta Pally, Kolkata-700154, if required shall join or amalgamate with the other adjacent plot of Sukanta Pally wholly or partly as a singly plot thereof, in such manner the Second party shall at its absolute discretion deem fit proper for making a large project as a whole, without prejudice the right and interest of the owner over the property in question and take all such lawful steps and action required to this effect. And the Owner shall not bear the cost of such mutation from Rajpur Sonarpur Municipality.

# ARTICLE-VI: OWNER'S CONSIDERATION AND SPACE ALLOCATION

a) In consideration having agreed to commercially exploit the said premises holding by constructing residential flat system building thereon, the first party herein the owner Srl Swapan Kumar Brahma received the total non-refundable consideration amount of Rs.22,00,000/00 (Rupees twenty-two lakh only) from the promoter/ builder/ developer particularly mentioned in Schedule -C below . And out of the said consideration the First Party shall be exclusively entitled to 45% of total Sanctioned flat area, including 45% of total covered parking or open parking spaces at ground floor except the area used for common facilities as per sanction plan, considering the property particularly mentioned In Schedule-A below being its Holding No. 352, Sukanta Pally, P.S. Sonarpur, Kolkata-700154 Including proportionate share in the common facilities and amenities to be constructed on the said premises. That the above mentioned amount herein Rs.22,00,000/00 (Rupees twenty-two lakh only)so received by the First Party herein Sri Swapan Kumar Brahma, shall be adjusted by curtalling the area from the owner's allocation (45% F.A.R.) @ Rs.2500/00 (Rupees two thousand five hundred only) per sq.ft. Sanction covered area basis, and the curtailed area to be added with Promoter's/ Builder's/ Developer's allocation. Area calculation is given below as per sanction plan.

Details	Block	In Sq M	In Sq Ft
Total sanctioned covered area of flat	A+B+C	3065.40	32,995.965
Total sanctioned cov. area of ground floor including common service	A+B+C	740.81	7,974.048

c) 45% Sanction covered Area of Owner's Allocation with its proposed 20 Nos. of demarcated flats allotment particularly mentioned in below considering after consideration adjustment=1275 SQM more or less.

# Owner's allocation and allotment as per sanctioned plan:-

BLOCK	FLOOR	FLAT	COV.AREA		PROP. SHARE OF STAIR + LIFT + LOBBY		SANCTIONED
		NO	In SQM	(+)	AREA IN SQM	(=)	COVERED
					(Excluding stair head		AREA IN SQM
					& Lift head rooms)		O LANDAR CONTRACTOR
Α	1 <sup>at</sup>	F2	51.0692	(+)	9.2537	(=)	60.3229
A	3 <sup>rd</sup>	F1	47.6809	(+)	8.6362	(-)	56,3171
A	314	F2	51.0692	(+)	9.2537	(=)	60.3229
A	4"	F1	47.6809	(+)	8.6362	(=)	56.3171
В	1**	F1	51.6994	(+)	6.1988	(=)	57.8982
В	14	F2	57.6103	(+)	6,9675	(=)	64.5778
В	144	F3	55.4928	(+)	6.6536	(=)	62.1464
В	1**	F4	46.9547	(+)	5.6298	(=)	52.5845
В	1"	F5	67.4802	(+)	8,0909	(=)	75.5131
	4 <sup>m</sup>	F2	57.6103	(+)	6.9675	(=)	64.5778
В	45	F3	55.4928	(+)	6.6536	(=)	62.1464
В	4 <sup>th</sup>	F4	46.9547	(+)	5.6298	(=)	52.5845
C	14	F1	60.8480	(+)	6.7906	(=)	67.6386
C	1#	F2	61.4457	(+)	6.8573	(=)	68.3030
C	2 <sup>rd</sup>	F1	60.8480	(+)	6.7906	(=)	67.6386
С	2 <sup>nd</sup>	F2	61.4457	(+)	6,8573	(=)	68,3030
С	2 <sup>nd</sup>	F3	60.4413	(+)	6.7452	(=)	67,1865
С	4 <sup>th</sup>	F1	60.8480	(+)	6.7906	(=)	67.6386
O	4 <sup>th</sup>	F2	61.4457	(+)	6.8573	(=)	68.3030
С	4 <sup>th</sup>	F5	68.2127	(+)	7.5898	(=)	75,8025

# Owner Parking Allocation and allotment:

In Block-A : covered parking No. 1

In Block-B : covered parking No. 4, 5, 12

In Block-C : covered parking No. 13,15, 16,17 & 20

Open to sky : open parking No. 22 & 24 and

E-Covered Parking:- E-2, E-3 & E-7

d) That the First Party herein the owner shall be entitled to sale, transfer or dispose of or otherwise deal with the owner's allocation to his nominees in the building without disturbing the Promoter's/ Builder's/ Developer's Allocation situated thereon with the exclusive right to deal with or to enter into agreement for sale and transfer the same without any right, claim, demand, interest, whatsoever or howsoever of the Promoter/Builder/ Developer and the Promoter / Builder/ Developer or any person/ persons lawfully claiming through it shall not in any way interfere with or disturb the quiet and peaceful possession of the Owner's Allocation or any person or persons claiming through or the nominee or nominees of the owners.

# ARTICLE-VII: DEVELOPER'S SHARE AND SPACE ALLOCATION

- a) That except owner's allocation, the Second Party herein the Promoter/Builder/ Developer shall be entitled to remaining 55% out of the total Sanctioned Covered flat area plus owner's adjustable Sanctioned Covered flat area plus remaining 55% total covered parking or open parking spaces out of the total Sanctioned parking area plus shop room (if any) together with proportionate share in the common facilities and amenities in the said building to be constructed as per sanctioned plan on the said premises with proportionate share of land hereinafter referred to as Promoter's/ Builder's/ Developer's allocation.
- b) 55% Sanctioned covered area of Developer's Allocation plus curtailed area from owner's allocation =1790.4 Sq.M more or less with its proposed 28 Nos. of demarcated flats allotment particularly mentioned in below

Developer's Allocation and allotment as per sanctioned plan :

BLOCK	FL	FLAT	COV. AREA		PROP. SHARE OF STAIR + LIFT + LOBBY		SANCTIONED
		NO	IN SQ.M.		AREA IN SQ.M	- 3	COVERED
					(Excl. stair head &		AREA IN SQ.M
					Lift head rooms)		- Capital Control Control
A	191	F1	47.6809	(+)	8.6362	(=)	56.3171
A	2 <sup>nd</sup>	F1	47.6809	(+)	8,6362	(=)	56.3171
A	2 <sup>nd</sup>	F2	51.0692	(+)	9.2537	(=)	60.3229
Α	4th	F2	51.0692	(+)	9.2537	(=)	60.3229
В	244	F1	51,6994	(+)	6.1988	(=)	57.8982
В	2 <sup>rd</sup>	F2	57.6103	(+)	6.9675	(=)	64.5778
В	2 <sup>nd</sup>	F3	55.4928	(+)	6.6536	(=)	62.1464
В	2 <sup>nd</sup>	F4	46.9547	(+)	5,6298	(=)	52.5845
В	2 <sup>nd</sup>	F5	67.4802	(+)	8.0909	(=)	75.5131
В	3rd	F1	51,6994	(+)	6.1988	(=)	57.8982
В	3 <sub>rd</sub>	F2	57.6103	(+)	6.9675	(=)	64.5778
B	3rd	F3	55.4928	(+)	6.6536	(=)	62.1464
В	3rd	F4	46.9547	(+)	5.6298	(=)	52.5845
В	3 <sup>rd</sup>	F5	67,4802	(+)	8.0909	(=)	75.5131
В	4th	F1	51.6994	(+)	6,1988	(=)	57.8982
В	4 <sup>th</sup>	F5	67.4802	(+)	8.0909	(=)	75,5131
С	1st	F3	60.4413	(+)	6.7452	(=)	67.1865
c	1st	F4	52.2304	(+)	5.8290	(=)	58.0594
c	1st	F5	68.2127	(+)	7.5898	(=)	75.8025
c	2nd	F4	52.2304	(+)	5.8290	(=)	58,0594
С	2nd	F5	68.2127	(+)	7.5898	(=)	75.8025
0	3rd	F1	60.8480	(+)	6.7906	(=)	67.6386
c	3rd	F2	61.4457	(+)	6.8573	(=)	68.3030
c	3rd	F3	60.4413	(+)	6.7452	(=)	67.1865
c	3rd	F4	52.2304	(+)	5.8290	(=)	58.0594
c	3rd	F5	68.2127	(+)	7.5898	(=)	75.8025
C	4th	F3	60.4413	(+)	6.7452	(=)	67.1865
С	4th	F4	52,2304	(+)	5.8290	(=)	58,0594

# Developer's Parking Allocation and allotment;

In Block-A : covered parking No. 2,3

In Block-B : covered parking No. 6,7,8,9,10,11, In Block-C : covered parking No. 12, 14,18,19

Open to sky : open parking No. 21, 23 and E-Covered Parking:- E-1, E-4, E-5, E-6 & E-8

b) That the Promoter/Builder/Developer shall be exclusively entitled to the Developer's allocations in the said building with other common right, facilities and service area with proportionate share of land, with the exclusive right to deal with, enter into agreement for sale and transfer the same without any right, claim, demand, interest whatsoever for howsoever of the owner and the owner or any person or persons shall not in any interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

# ARTICLE-VIII; BUILDING AND OTHER RELATED MATTERS

- a. The promoter/builder/ developer shall have exclusive right to construct the the multistorled building/s in the said land and premises mentioned in schedule-A at its own cost in accordance with the sanctioned Plan from the Rajpur Sonarpur Municipality without any hindrances or obstruction from the owner or any person claiming through them. The type of construction, specification of materials to be used and the detailed design of the building shall be only as per the choice of the promoter/builder/ developer.
- b. The owner shall put the promoter/builder/ developer in exclusive and undisputed possession of the said land and shall not in any way interfere with the possession of the promoter/builder/ developer and shall not disturb or cause any obstruction in the construction or development of the said land. It is made clear that it shall be obligatory on the part of the owner to put the promoter/builder/ developer in vacant possession of the said land in terms of this Agreement.
- c. The promoter/builder/developer shall install and erect pump set, tube-wells, water storage tanks, over-head reservoir, main electrical meter of the building including electrical wiring, fitting and installations and other provisions so required to be provided in a multi-storied buildings having self-contained flats and units and constructed for sale of flats /units on ownership basis.
- d. The promoter/builder/developer shall apply and obtain temporary and permanent connections of water supply, electric supply and sewerage line connections.
- e. As soon as the building is completed, the promoter/builder/developer shall serve written notice to the owner to take possession of the owner's allocation in the new building. After 15 days from the date of service of such notice and at all time thereafter the owner shall be responsible for payment of all municipal and statutory taxes, rates, duties and other impositions including regular payment of monthly maintenance charges that are payable in respect of the owner's allocation in the building. However, the said rates and charges shall be payable on pro-rata basis if the same is being levied on the building as a whole.
- f. As and from the date of service of notice of possession and physical handover of the owner's allocation, the owner shall also be held responsible to bear and pay to the developer the service charges for the common facilities in the new building payable in respect of the owner's allocation. Such charges are to include proportionate share of premium for the insurance(if necessary) of the building, water, fire and scavenging charges, expenses for sanitation, electricity renovation, replacement repair and maintenance charges for the building and of all common wiring, pipes, electrical and

- mechanical equipments, pumps, motors and other electrical and mechanical installations, appliances and equipments, stair-ways, corridors, passage-ways, gardens, park-ways and other facilities whatsoever provided for common use of the occupants of the buildings.
- g. Any transfer relating to any portion of the owner's allocation in the new building shall be subject to the provisions contained hereof and the respective transferee shall always be held responsible to honor all the terms and conditions of the present agreement without raising any objection there for.
- h. Both the promoter/builder/developer and the owner herein shall enjoy their respective allocations /portions in the said Multi-storied buildings forever with absolute right and authority to hold, use, occupy, enjoy, transfer, sale, gift, mortgage and assign the same in any manner they like. All such right and authority of the parties hereto in no way could be taken off or infringed by either of the party under any circumstances.
- I. As soon as the Building complex / project is completed, the Promoter/Builder/Developer shall hand-over the possession of the owner's Allocation within the above noted stipulated period and on and from the date of putting the owner in possession of the Owner's Allocation and at all times thereafter the owner shall be exclusively responsible for payment of all Rajpur Sonarpur Municipality and property taxes, BL & LRO Khajna, duties, dues and other statutory outgoing and impositions whatsoever (hereinafter for the sake of brevity collectively referred to as "THE SAID RATES") payable in respect of the Owner's Allocation and equally the Promoter/Builder/Developer and / or his nominees shall be exclusively responsible for payment of all the said rates payable in respect to the Developer's Allocation. The said rates to be pro rata with reference to the constructed area in the building if they are lived on the building as a whole. The certificate of the Architect for the time being in respect of the said building as to completion of the said building and the quality shall be final and binding on the parties.
- j. The parties shall particularly and regularly pay the said rates to the concerned authorities or to such other person or concern as may be mutually agreed between the parties after taking physical or written possession at their respective flats and Registration their sale of deed as mandatory for the purpose of assessment their property tax under Municipality whose jurisdiction the property is situated.

# ARTICLE-IX: COMMON RESTRICTIONS

The Owner's Allocation in the building shall be subject to the same restrictions on terms and uses are applicable to the Promoter's/ Builder's/Developer's allocation in the building intended for the common benefit of all occupiers of the building which shall include the followings:-

a) The owner and the purchaser/s shall use their allocated flat for the purpose of Residential only and never can use the same as any commercial purpose like Hotel, Nursing Home, Show room whatsoever and shall not be entitled to keep any combustible or contra banned goods inside the flat save and except which are permissible by law that may be used for domestic purpose only and the

- , owner's/occupiers shall not use or permit to use their respective allocation in the building or any portion thereof for carrying on any other illegal and immoral trade or activity. Nor use or allow the same to be used for any purposes, which may create a nulsance or hazard to the other occupiers of the building.
- b) The owner herein the owner or Promoter/ Builder/Developer or any of their transferees shall not demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the prior consent of the developer.
- c) The owner or Promoter/ Builder/Developer or any of their transferees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and celling etc. In their respective allocation in the building in good working condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the owners / and other occupiers of the building as the case may be indemnified from and against the consequences of any branch.
- d) No goods or other Items shall be kept by the owner or Promoter/ Builder/Developer or any of their transferees for display or otherwise in the corridor or other place for common use in the building and no hindrances shall be caused in any manner in the free movement in the corridor and the other place of the common use in the building and in any case of such hindrances is caused by them and in what event of the Owner / Promoter/Builder/Developer or the Management / Society/ Association / Holding Organization shall be entitled to remove the same at the risks and cost of the person who keeps goods or create such hindrances.
- e) That the owner / owners or the Promoter/ Builder/Developer or any of their transferees shall permit the owners / developer or the Management / Society/ Association / Holding Organization or its servants and agents with or without workmen and other at all reasonable times to enter in the building and any part thereof and the owners or developer or any of their transferees as the case may be rectified immediately upon the receipt of such notice all such defects of which notice in writing shall be given by the Owner / Promoter/Builder/Developer or the Management / Society/ Association / Holding Organization.
- f) The owner/Occupiers shall not throw or accumulate any dirt, rubbish, waste or together refuge or permit the same to be thrown or allow the same to be accumulated in their flats or car-parking or any portion of the building or the Schedule Land or which the boundary of the complex. Flat owner's association after discussion with the member would propose and adopt a system so that all daily garbage, dirt, rubbish, waste would be collected by the labour of Rajpur Sonarpur Municipality, to be engaged for the dispose from each occupier in a healthy manner as per existing practice prevailing in the adjoining Flat/complex against in payment of charges as per schedule rate to be fixed up by the said authority.
- g) That the Owner, the Promoter/Builder/Developer or any of their transferees shall permit the owner/developer or the Management/Society/ Association/ Holding Organization and its servants and agents with or without workman or other at all the

reasonable time into and upon their respective allocation and every part thereof for the purpose of maintaining or repairing any part of the building and/or cleaning, lighting and keeping in order and good condition, any common facilities and/or for purpose of maintaining, repairing and testing, drains, gas and water pipes, electric wires and for any similar purpose.

- h) That the owner/s, purchaser/purchasers hereby agreed and undertake to be a member of Flat/Unit owner's Association also abide by all terms and condition of this agreement and others terms and condition made by the flat owner's association provided to all purchasers/occupiers.
- That the purchaser shall pay the cost for the preparation of agreement for sale (either Registered or un-Registered)/Sale Deed or Deed of Conveyance or in such Deed of Transfer which will be Executed and Registered in the Proper Registration office by the Advocate of the Developer, along with fees and charges for stamp duty, Registration fees and all other identical charges shall be borne by the purchaser/s and then the Developers shall give Registration of the said Deed of Conveyance or other in favour of Purchaser/s and also procure the Execution of the said Deed of Conveyance/others and the Purchaser/s in this connection shall pay the legal fees to the Developers' advocate for all documentation.
- j) Each of the above party shall keep other party indemnified from against any losses and damages whatsoever by such Act/violation of the terms and condition of this Agreement.
- k) That the owner and all the occupiers of the building shall be proportionately borne all expenses for maintenance, repairing in respect of the Common Parts of the said building/complex and also all expenses for running and operating all common machineries, equipments and transformer, other common installation of the proposed multistoried building.
- I) The car parking owner have to be placed their vehicle abide by the status, rules, regulations, related to the Air (prevention and control of pollution Act 1981 along with the provision of motor vehicle Act 1988 read with the rules and regulation framed by W.B. Pollution Control Board in the following matter:
  - I. The emission of smoke, visible vapour, sparks, ashes, grit and oil
  - The reduction of noise emitted by or caused by the vehicle
  - Standard for emission of the Air Pollution.

#### ARTICLE-X: OBLIGATION

#### A. OWNER'S OBLIGATION

- a) The owner hereby agrees and covenant with the developer not to cause any interference or hindrance in the lawful construction of the proposed several blocks of multi-storled buildings either it G+IV or G+V at the said amalgamated premises. If any interference or hindrance is caused by the owner or by any of his men, agent and representative in that event, the owners will be held responsible compensate for the same.
- b) The owner hereby further covenant with the developer not to do any act, deed or thing whereby the developer may be prevented from selling, assigning and/or disposing of any of the developer's allocated portion in the buildings at the said

- premises in favour of the intending purchaser /s of flat /flats, parking space or spaces and /or units and other space of the said building.
- c) The owner hereof undertake not to claim any single additional area (flat and parking space) in the said proposed building to be constructed in the said amalgamated premises apart from his prior chosen allocation mentioned herein above.
- d) The owner hereof undertake not to create any kind of charge or mortgage including that of equitable mortgage in respect of the said premises or on any part or portion of owner's allocation by depositing the title deed of the said premises at anytime during the subsistence of the present agreement.
- e) The owner hereby undertake to keep the developers indemnified against all third party claim regarding the marketable title of the owner in respect of the said premises and further indemnified that, on completion of the construction work of the building, the Promoter/Builder/Developer shall entitled to use and enjoy its allocated space without any interference of the owner.

and the

### **B. DEVELOPER'S OBLIGATIONS**

- a) The developer hereby agrees and covenant with the owner to obtain fire NOC, the sanction of the building plan, CC Plan, CC certificate approval from Rajpur Sonarpur Municipality and thereafter to complete the entire construction work of the proposed several blocks of Multi-storied positively within the period of 36 months from the date of starting construction.
- b) The promoter/builder/developer hereby agree and covenants with the owner not to do any act, deed or thing whereby the owner is prevented from enjoying, selling, assigning and/or disposing of any part or portion of the owner's allocation in the said buildings.
- c) The promoter/builder/developer hereby undertakes to keep the owner indemnified against all third party claim and arising out of any sort of act or omissions of the developer in relation to the making of construction of the proposed multi-storied on the said premises of the owner.

# ARTICLE-XI: MISCELLANEOUS

1. That the Promoter/Builder/Developer shall be at liberty to advertise in the daily news paper for sale of the flats to be constructed on the said land to put theirs banners on the land to employ durwan, caretaker for sale of the project, to invite the application from the intending purchaser/purchasers and to do all the acts, deed and things as may be necessary or required for successful implementation of the project to negotiate with the intending buyers to prepare the deeds of sale collection of the payment from the buyers as per agreement between themselves PROVIDED that the terms and conditions of such agreement of sale deeds do not affect any reasonable interest to right of the owners relating to the possession/enjoyment of the owner's allocation PROVIDED that all cost and expenses incidental charges to all acts, deeds and things shall be borne by the Promoter/Builder/Developer or intending buyers.

- 2. If necessary the owner shall be liable to execute the deed of conveyance in respect of the Promoter/Builder/Developer's allocation in favour of the nominated person /persons and /or purchaser/purchasers of flats of the Promoter's/Builder's/ Developer's allocation and if the owners fail or neglect to appear before the registration authority and execute the said deed, the Promoter/ Builder/Developer shall be entitled to register the same through specific performance of contract act by the order from the appropriate court of law.
- All costs, taxes, charges and expenses including Architect's fees shall be discharge and paid by the Promoter/Builder/Developer and the owner shall not be responsible in this context.
- 4. As soon as the building is completed as per this agreement, the Promoter/Builder /Developer shall give written notice to the owner requesting to take possession of the owner's allocation in the building and there being no dispute only regarding the completion of the building in terms of this agreement and according to the construction and sanctioned plan thereof and the date of service of the such notice then only the owners shall be exclusively responsible for payment of all Municipal and property taxes, khajnas, common maintenance charges. The Developer construct and complete the said new building and various limits and /or apartments thereon in accordance with the sanction building plan and any amendment thereto or modification thereto made or cause to be made by the Promoter/ Builder/ Developer provided however no alteration or modification shall be made in the owners' allocation without the consent of the owners' in writing.
- 5. That the owner and the Promoter/Builder/Developer shall punctually and regularly pay for their respective allocation on and from the date of service of the notice of possession the owners also shall be responsible to pay and bear and shall pay on demand to the Promoters/Builders/Developers, the service charges for the common facilities in the new building payable with respect of the owner's allocation and the said charges to include proportionate share for water, servicing charges and taxes, light, sanitation and maintenance, operational, repair, renewal charges for bill collection and management of the common facilities, renovation replacement, repair and maintenance charges and expenses for the building and /or all common pipes, electrical wiring and mechanical installation, appliances and Equipments, stairways, corridor, halls, passages, shapes, parkways, and other common facilities whatsoever may be mutually agreed from time to time.
- 6. All disputes and differences arising out of this agreement shall be referred to the sole Arbitrator to be nominated by the parties hereto for adjudication in case the parties agreed upon on and such arbitrator shall be conducted in accordance with the provision of the Indian Arbitrator Act 1996 or statutory modification thereof for the time being in force. The decision for the arbitrator shall be final and binding on all of the Parties, but at first both Parties shall extend their hands of co-operation to meet up all disputes and differences among themselves amicably.
- That the residential flat/s and the covered car-parking space/s, open carparking space/s, shop/s are herein agreed to sell under this agreement for sale, out of

- developer's allocation and due to avoid any litigation, intricacy, disputes and differences in future, in respect of said allocation, the Registered agreement for Development shall be self-Explanatory and the said Flat/s and Car-parking space/s under the Agreement for sale are both out of Developer's Allocated Position and the Developer may receive full Consideration value at the same from the Purchaser/s and commercial exploit the said money.
- 8. After glving possession of the flat/s to the Purchaser/s, they shall take temporary Electric connection from the common meter and use the same until the permanent Electric Connection and meter available in his/ her/their name in accordance with proper proceedings and during this time the said flat occupier shall use sub meter and the cost of the same to be borne by the purchaser and also pay the amount as per unit (on commercial rate per unit) to be calculate with other charges to the Developer /Management of the complex on first week of every calendar month failure to which, the concerned authority may disconnect the line. Further it is urgently noted that of all electric connection either temporary or permanent all charges shall be borne by the flat owners/co-occupiers including proportionate share of transformer taking charges to the said building/complex.
- That the owner declares that he has a good un-encumbered title i.e free from all kinds of encumbrances over the said land and premises being no.352, Sukanta Pally, P.S. Sonarpur, under Rajpur Sonarpur Municipality Ward No.32, Kol-154.
- 10. TIME LIMIT:- The Promoter/Bullder/Developer shall complete the project within 36(thirty six) months from the date of starting construction work as per plan, sanctioned from Rajpur Sonarpur Municipality. If the construction work of the said buildings would not have been completed within the stipulated period of 36 months for any of the reasons beyond the control of the developer and mentioned under this article, in that event, the period of completing the construction work of the said building will be extended for further period of 6 months.
- 11. FORCE MAJOURE:- The parties hereto shall not be consider to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevents by the force majoure and shall be suspended from the obligations during the duration of the force majoure.
  - Force Majoure shall mean flood, earth quake, rlot, war, storm, tempest, civil commotion beyond the control of the parties hereto.
- 12. JURISDICTION:- The Court at Allpore, South 24 Parganas and the High Court at Kolkata will have the exclusive jurisdiction over this Agreement and shall have the Jurisdiction to entertain all actions, suits and proceedings arising out of the agreement.
- 13. The Developer hereby undertakes to keep the land Owner Indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or relating to or arising out of the construction of the said new buildings at the said premises.
- 14. The Developer hereby undertakes to keep the land owner indemnified against all action, suits, litigations, costs, proceedings and claims that may arise out of

- Developer's allocations, any other defaults relating to construction, with regard to development at the said premises, and any defect thereon. All litigation cost such as engagement of advocate in the respective court for defending the suit related to construction/development cost thereof to be born is by the Developer.
- 15. The Owner hereby undertakes to keep the Developer indemnified against all action, suits, litigations, costs, proceedings and claims that may arise on the said land or any other defaults relating to Land, with regard to the said premises, and any defect thereon. All litigation cost such as engagement of advocate in the respective court for defending the suit related to land and premises thereof to be born by the owner.
- 16. The Developer shall finish and complete work within the stipulated period without inevitable reason and if he falls to complete the same he shall be liable to fine for default.
- 17. It is hereby agreed by and between the parties hereto that if the First Party raise any kind of illegal objection/obstruction and create legal complicacy on the running construction then the first party shall pay statutory monthly interest to the Second Party calculating market value of the running construction till date completed by the Second Party.
- 18. The Developer shall not part with possession of any portion of the Developer's allocation to any of its transferees until and unless the Developer shall make over possession of the owner's allocation and comply with all other obligations of the Developer to the land lord.

# (Details of the Land for Development)

ALL THAT PIECE AND PARCEL of revenue paying plot of Danga land measuring 40.03 decimals equivalent to 24K-03Ch-22Sqft more or less (the split up of the land being:- 04K-09Ch-00 Sft more or less Danga Land of R.S. Dag No. 473 under R.S. Kh. No. 300, R.S. Khanda Kh No. 1232, right now L.R. Dag No. 859 and L.R. Kh. No. 748, plus 01K-00Ch-10 Sft more or less Danga Land of R.S. Dag No. 475 under R.S. Kh. No. 300, R.S. Khanda Kh No. 1232, right now L.R. Dag No. 859 and L.R. Kh. No. 748 plus 07K-13Ch-38 Sft more or less Danga Land of R.S. Dag No. 479 under R.S. Kh. No. 300, R.S. Khanda Kh 1232, right now L.R. Dag No. 863 and L.R. Kh. No. 748, plus 01K-07Ch-19Sft more or less Danga Land of R.S. Dag No. 478 under R.S. Kh. No. 248, plus 02K-08Ch-00Sft more or less danga Land of R.S. Dag No. 482 under R.S. Kh. No. 155, presently L.R. Dag No. 865 and L.R. Kh. No. 965 plus 03K-11Ch-00Sft more or less Danga Land of R.S. Dag No. 484 under R.S. Kh. No. 108, presently L.R. Dag No. 864 and L.R. Kh. No. 44 plus 03-02Ch-00Sft more or less of Danga Land of R.S. Dag No. 485 under R.S. Kh. No. 500) along with 9,700 sq.ft multiple structures (dilapidated) standing thereon situated and lying at Mouza: Sreepur Bhagherkhol, J.L. No. 59, Re. Su. No. 172, Pargana: Magura, Dist: South-24 Parganas, Rajpur Sonarpur Municipality holding No. 352, Sukanta Pally, Ward no. 32, P.S.: Sonarpur, Kolkata-700154.

The plan or map of the said land is annexed herewith and bordered with "Red Verge" which is butted and bounded as follows and will be treated with the part of this agreement.

ON THE NORTH

200

: Portion of Land of R.S. Dag No. 473,478,479 & 485.

ON THE SOUTH : 7300mm wide Rajpur Sonarpur Municipality Road, then Rajpur Sonarpur Municipality Office and R.S. Dag 473(P), 475(P), 479(P)

and 481

ON THE WEST ON THE EAST : 10800mm (AV) Wide Boral Main Road. : Portion of Land of R.S Dag No.482 and 484

# MEASUREMENT OF THE BOUNDARY LINES

Boundary lines measurement of the demarcated holding being No. 352, Sukanta Pally, Rajpur Sonarpur Municipality Ward no. 32, P.S.: Sonarpur, under Mouza: Sreepur Bhagherkhol, J.L. No. 59, Re.Su. No. 172, Pargana: Magura, Dist: South-24 Parganas, Kolkata-700154 is shown bellow:-

ON THE NORTH SIDE :- 17326mm, 19721mm, 27247mm, 3402mm, 8955mm, 2784mm, 9154mm and 310mm length of side line

ON THE SOUTH SIDE :- 15978mm, 4217mm, 18650mm, 29500mm, 4827mm, 9540mm, 6300mm and 2338mm length of side line

ON THE EAST SIDE

: - 1190mm, 10575mm & 11469mm, 6466mm, 5211 mm

length of side line

ON THE WEST SIDE

: - 25497 mm and 13705mm length of side line

#### SCHEDULE 'B'

# (TECHNICAL SPECIFICATION OF THE BUILDING)

- 1. Foundation, Plinth, Super-Structure and inside outside wall:-As per Rajpur Sonarpur Municipal Sanction plan.
- 2. Floor Finish, Skirting, Dado Etc:- Vitrified tiles flooring with 4"skarting and 6'-6" glazed tiles at bath and Lav, and 2ft. Height glazed tiles above cooking plat form.
- 3. Plaster:-The outside of the Building will have sand cement plaster (1:6) 3/4 thick (average) whereas the inside and the ceiling plaster will be 1/2" thick (average) In 1:4.
- 4. Out Side Painting: Weather coat Paint.
- 5. Doors: -(a). Wooden door Frames, (b). Commercial Flash door painted both side, (c). Aluminum tower bolt from inside,(d) Aluminum Chitkini with handle for doors at bedrooms (e) Electric Bell point. (f). Night latch for main door only.
- 6. Windows:- Aluminum sliding windows with (3-4m.m) white frosted glass
- 7. Tollet, W.C. and Kitchen Fitting: -
  - Toilet: (a). One white Commode with white P.V.C Cistern, (b). One white Porcelain washbasin. (c). One shower (d). Two taps
  - W.C :- One white Commode with white P.V.C Cistern and One tap.

Kitchen:- Kitchen steel sink, one tap & black stone make cooking platform.

8. Stair case and roof: - (1) Stair case room will be provided with R.C.C. jalli for light and ventilation. (2) Cabin for Electric Meter (3) 4" thick (average) lime tracing will be provided roof slab/or tiles. (4) 3ft height parapet wall will be provided all around the roof.

- 9. Water Proofing: Water proofing treatment for tollet and on roof.
- 10. Electrical: Concealed wiring with copper wires wiring for installation (Electrical fittings and materials will be with reputed brand).
  - a) Each Bed room: 2 light points, 1 fan point, 2 plug point-5 amp
  - b) Liv/Din:- 2 light points, 2 fan points, 2 plug point-5 amp + 1 point 15 amp.
  - c) Kitchen- 1 light,1 exhaust fan point-5 amp,1 power point-15amp
  - d) W.C. :- 1 light point 5amp
  - e) Tollet :- 1 light point, 1 exhaust point- 5amp.
  - f) Each Balcony: 1 light point-5amp, g) T.V point point will be provided in living room only.
- 11. Water supply:- One R.C.C. overhead reservoir provided on the top of the last roof as per design. The sultable electrical pump with motor will be installed at ground floor to deliver water to overhead reservoir from R.C.C. U.G. Water reservoir. Source of water from Municipality.
- 12. Lift -Semi Automatic.
- Compound: 5ft height compound wall to be made from existing ground level.
- 14) M.S. collapsible gate at main entrance of building.
- 15) Small AC Community Hall with A.C. Gymnasium, 16) 24 Hours Water Supply.

IN WITNESS WHEREOF the parties herein have put their respective hands on this the day of month and year first above written.

SIGNED AND DELIVERED

At Kolkata in Presence of: -80. Santoshars

2. Joy Chakoraborty. Lastenpur peyrobulgan 1201-153 18-Sonopur.

(SRI SWAPAN KUMAR BRAMHA) SIG. OF THE OWNER

For RAJLAKSHMI ASSOCIATE

Anie Clany ales Partner

For RAJLAKSHMI ASSOCIATE Shelpie Ghost

Partner

SIG. OF THE PROMOTER/ BUILDER/DEVELOPER

Typed By:

Subimal Dutta Alipore Court

# SCHEDULE 'C' AS REFERRED TO HEREIN ABOVE Memo Of Receipt Of Adjustable Consideration

I, Sri Swapan Kumar Bramha, received non refundable and adjustable consideration amounting of Rs. 22,00,000/00/00 (Rupees twenty two lakhs only)from Promoter/Bullder/ Developer by A/C Payee Cheque mentioned as follows:

BANK NAME	BRANCH	CHEQUE NO	DATE	AMOUNT In Rs
State Bank of India	Baroda Park Kolkata-84	223781	06/12/2013	5,00,000/00
State Bank of India	Baroda Park Kolkata-84	223782	06/12/2013	5,00,000/00
State Bank of India	Baroda Park Kolkata-84	819212	06/12/2013	5,00,000/00
State Bank of India	Baroda Park Kolkata-84	819213	06/12/2013	5,00,000/00
By Cash		Rs.1000/-X 50	23/01/2014	50,000/00
By Cash		Rs.1000/-X 50	23/05/2014	50,000/00
By Cash		Rs.1000/-X 15	16/09/2014	15,000/00
By Cash		Rs.1000/-X 5	08/11/2014	5,000/00
By Cash		Rs.1000/-X 20	04/12/2014	20,000/00
By Cash		' Rs.1000/-X 30	06/12/2014	30,000/00
By Cash		Rs.1000/-X 7	22/04/2015	7,000/00
By Cash		Rs.1000/-X 7	11/05/2015	7,000/00
By Cash		Rs.1000/-X 10	01/07/2015	10,000/00
State Bank of India	Baroda Park Kolkata-84	819247	27/04/2018	6,000,00
200			TOTAL	22,00,000/00

(Rupees twenty two lakhs only)

WITNESSES

1. Topash kurny Shad

2 Joy Chale oral orly.

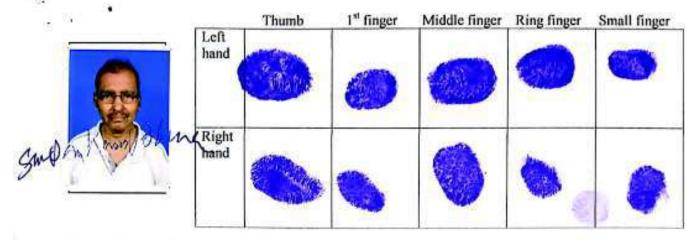
SRI SWAPAN KUMAR BRAHMA (SIG. OF OWNER)

Su apar Rumbonha

Subject Dutta

# -:PHOTO

# SHEPT:-



Name :SRI SWAPAN KUMAR BRAHMA.

Signaturation Kim Do he

-		Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
	Left hand				0	
Die Came a	Right hand					

Name: SRI ANIL CHANDRA GHOSH

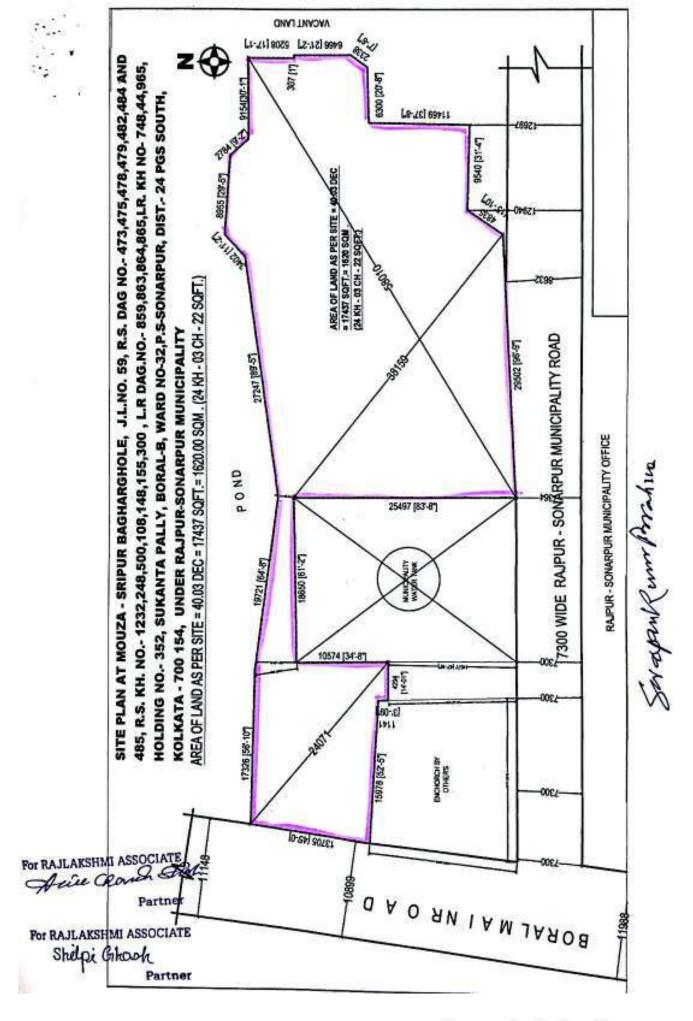
Signatured ine Chambu Sheet



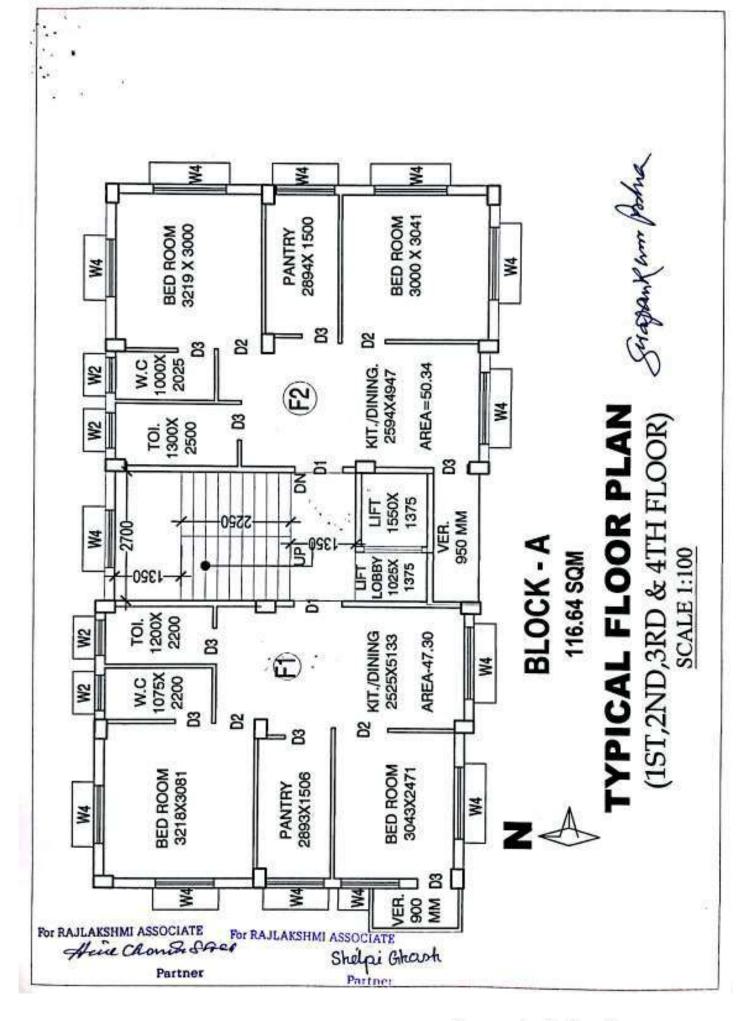
	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
Left hand					*
Right hand					
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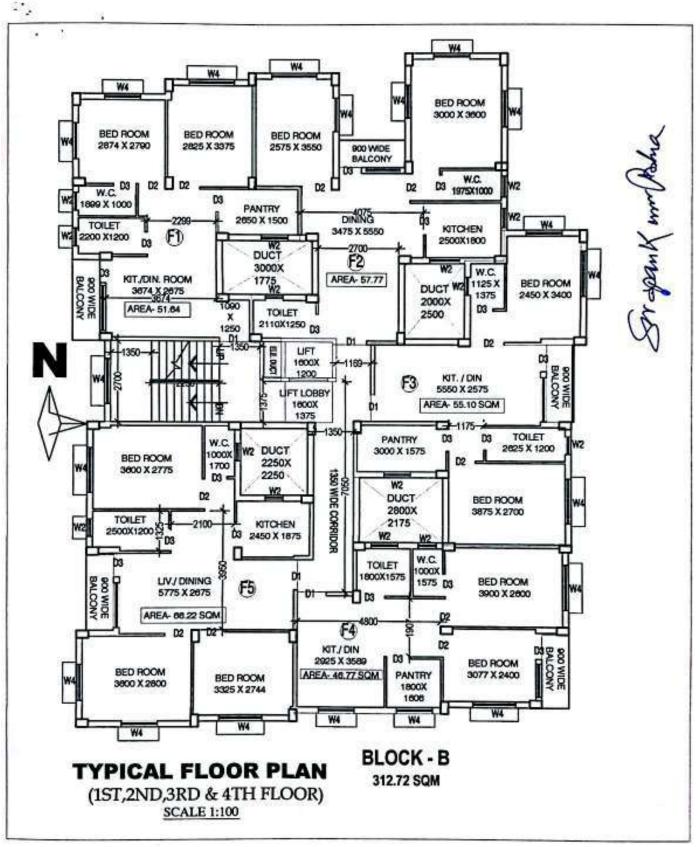
Name . SMT SHILPI GHOSH Signature . Shelpi Ghook

2000



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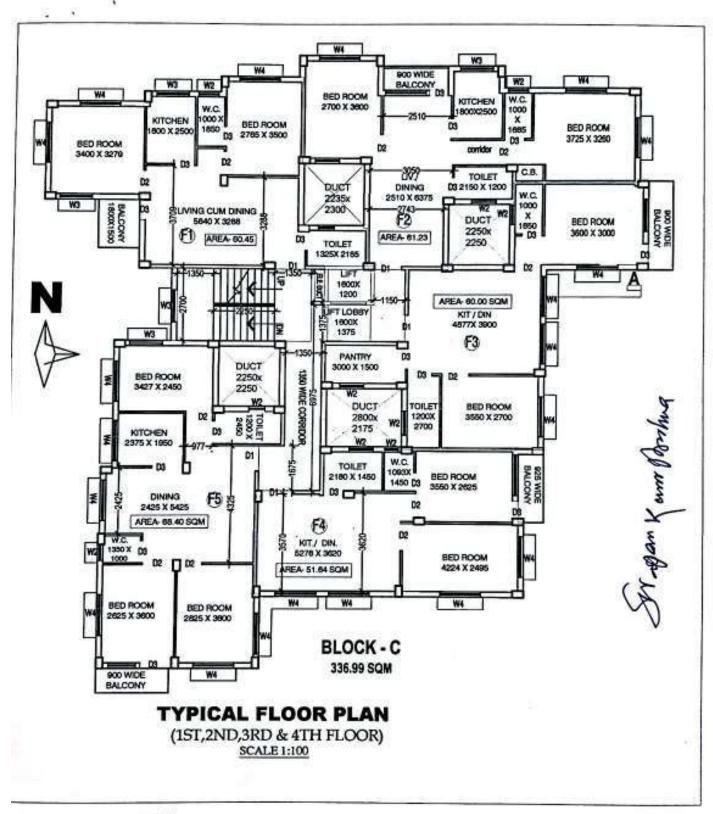


For RAJLAKSHMI ASSOCIATE

For RAJLAKSHMI ASSOCIATE

Shelpi Ghosh

Partner

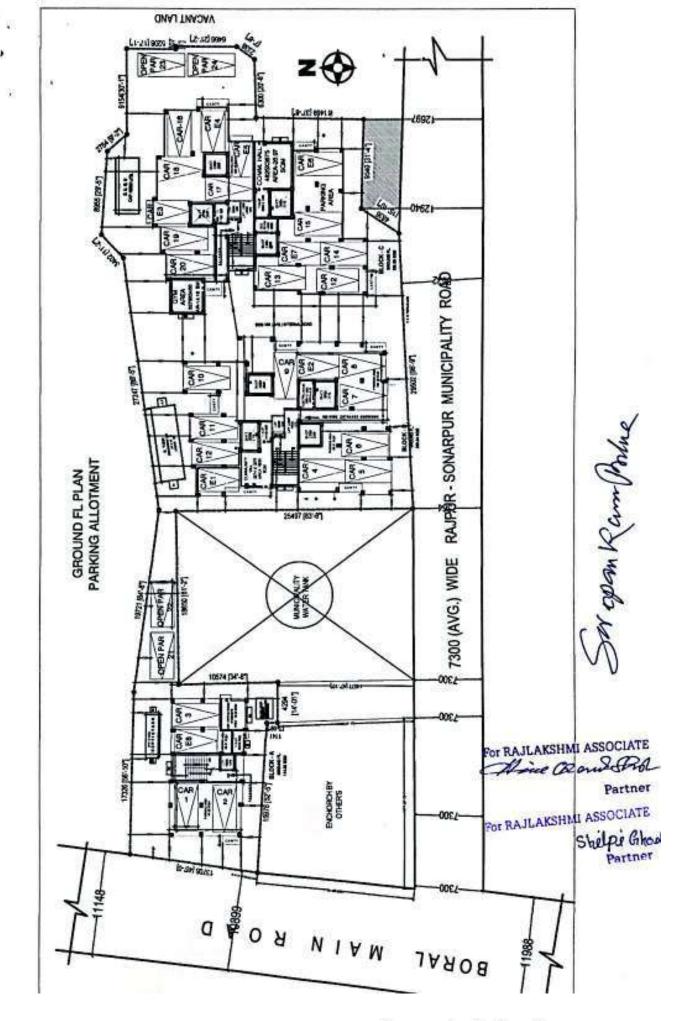


For RAJLAKSHMI ASSOCIATE

For RAJLAKSHMI ASSOCIATE

Shelpi Ghosh

Partner



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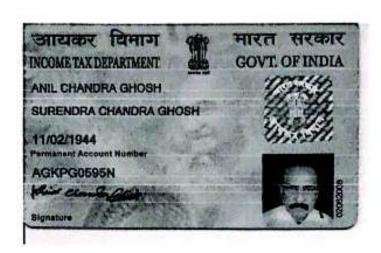


For RAJLAKSHMI ASSOCIATE

Partner

For RAJLAKSHMI ASSOCIATE

Shilpi Bhosh



A in Count Creq



Shelpe Ghosh

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

19-201819-022514745-2

Payment Mode

Counter Payment

GRN Date: 22/04/2018 20:18:10

State Bank of India

BRN:

90037656

BRN Date: 24/04/2018 00:00:00

# DEPOSITOR'S DETAILS

Name:

SHILPI GHOSH

Contact No. :

9830277393

Mobile No.

[Query No./Query Year]

No.: 16290000613398/3/2018

+91 9830277393

E-mail:

tapash721@gmail.com

Address:

2081 CHAKGARIA E14

Applicant Name:

Mr Joy Chakraborty

Office Name:

Office Address: Status of Depositor:

Purpose of payment / Remarks :

le, Development Agreement or Construction agreement

Payment No 3

# PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	16290000613396/3/2018	Property Registration-Stamp duty	0030-02-103-003-02	39021
2	16290000613398/3/2018	Property Registration-Registration Fees	0030-03-104-001-16	22021

Total

61042

In Words:

Rupees Stry One Thousand Forty Two only

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

19-201819-022514745-2

Payment Mode

Counter Payment

GRN Date: 22/04/2018 20:18:10

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90037656

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No.: 16290000613398/3/2018 [Query No /Query Year]

# DEPOSITOR'S DETAILS

Name:

SHILPI GHOSH

Contact No.:

9830277393

Mobile No.

+91 9830277393

E-mail:

tapash721@gmail.com

Address:

2081 CHAKGARIA E14 SAMMIPARK SANTOSHPUR

Applicant Name :

Mr Joy Chakrabort

Office Name:

Office Address:

Status of Depositor:

Purpose of payment / Remarks:

evelopment Agreement or Construction agreement

# PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	16290000613398/3/2018	Property Registration-Stamp duty	0030-02-103-003-02	39021
2	16290000613398/3/2018	Property Registration-Registration Fees	0030-03-104-001-16	22021

Total

61042

In Words:

Rupees Sorty One Thousand Forty Two only

# Major Information of the Deed

Deed No:	I-1629-01999/2018	Date of Registration	27/04/2018	
Query No / Year	1629-0000613398/2018	Office where deed is re	egistered	
Query Date	16/04/2018 4:12:52 PM	ADSR GARIA District	South 24-Parganas	
Applicant Name, Address & Other Details	Joy Chakraborty Laskarpur Gana, Thana : Sonarpi Mobile No. : 9574526230, Status		s, WEST BENGAL	
Transaction		Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property. Declaration [No of Declaration : 2], [4311] Othe than Immovable Property, Receipt [Rs 22.00.0004]		
Set Forth value		Market Value		
Rs. 8'-		Rs. 2.38.99.4154		
Stampouty Pard(SD)		Registration Fee Paid		
Rs. 40.0214 (Article 48(g))		Rs. 22.021/- (Artole E. E. B)		
Remarks	Received Rs. 504 ( FIFTY only ) from the applicant for issuing the assement sill area.)			

# Land Details:

District South 24-Parganas, P.S.-Schargur, Municipality: RAJPUR-SONARPUR, Road, Boral Main Road, Mouza, Shour Bagharghole

Sch No	Plot Number	Khatian Number	Land Proposed		Area of Land	SetForth Value (in Rs.)	Market Value (in Rs.)	Other Details
Lt	LR-859	LR-748	Bastu	Danga	4 Katta F Chatak	I-	31,68,179-	Property is on Rose
12	LR-859	LR-748	Bastu	Danga	1 Katha 10 Sq Pt	15	7,03,5964	Property is on Road
13	LR-863	LR-748	Bastu	Danga	7 Katra 13 Chatak 35 Sq Pt	14	54,58,155-	Property is on Road
L4	LR-861	LR-248	Bastu	Danga	1 Katha 7 Chatak 19 Sq Ft	14	10,15,876-	Property is on Road
L5	LR-865	LR-965	Bastu	Danga	2 Katha 8 Chatak	1,1	17,34,8934	Property is on Road
16	LR-864	LR-44	Bastu	Danga	3 Katha 11 Chatak	11-	25,58,9684	Property is on Road
U	LR-866	LR-500	Bassu	Danga	3 Katha 2 Chatak	13-	21,68,615-	Property is on Road
		TOTAL:			39.9595Dec	71-	158,05,290 /-	
	Grand	Total:			29.9598Dec	71-	153,05,290 /-	

Major Information of the Deed :- I-1629-01999-0018-07/04-0018

# Structure Details :

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(In Rs.)	
SI	On Land L1, L2, L3, L4, L5, L6, L7	9700 Sq Ft	1/-	70,93,125/-	Structure Type: Structure

Gr. Floor, Area of floor: 9700 Sq.Ft., Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type, Pucca, Extent of Completion, Complete

Total .	0700		70 07 475 1
Total:	9700 sq 1	1 11-	70,93,125 /-

# Land Lord Details:

il to	Name,Address,Photo,Finger p	rint and Signatu	re		
1	Name	Photo	Fringerprint	Signature	
•	Mr Swapan Kumar Brahma Son of Late Ramesh Chandra Brahma Executed by: Self, Date of Execution: 27/04/2018 , Admitted by: Self, Date of Admission: 27/04/2018 ,Place : Office			Strage on King Pale	
		2194.0215	27042015	21943018	
	Boral Main Road Sukanta Pally, P.O:- Boral, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700154 Sex: Male, By Caste: Hindu, Occupation: Business, Otizen of: India, PAN No.:: APGPB2683H, Status: Individual, Executed by: Self, Date of Execution: 27/04/2018, Admitted by: Self, Date of Admission: 27/04/2018, Place: Office				

# Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
1	Rajlakshmi Associate  E-14, Sammilani Park, P.O Santoshpur, P.S Furba Jadabpur, District -South 24-Parganas, West Bengai, India.  PIN - 700075 , PAN No.:: AATFRS795A, Status 'Organization, Executed by Representative

# Representative Details:

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Anil Chandra Ghosh (Presentant) Son of Late Surendra Chandra Ghosh Date of Execution - 27/04/2018, Admitted by: Self, Date of Admission: 27/04/2018, Place of Admission of Execution: Office			الم المالية ال
		Aux 27 2010 1 days	5,24 State 25,24	2/144.551/6

Major Information of the Deed :- I-1629-01999/2018-27/04/2018

04/05/2013 Query Noi-16290000613/98 / 2013 Deed No. 1 - 162901999 | 2013, Document is digitally signed.

TAMELORGE

2081, Chak Garia E-14, Sammilani Park, P.O:- Santoshpur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700075, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGKPG0595N Status: Representative, Representative of: Rajlakshmi Associate (as partner)

2	Name	Photo	Finger Print	Signature
	Smt Shilpi Ghosh Wife of Mr Tapash Kumar Ghosh Date of Execution - 27/04/2018, , Admitted by: Self, Date of Admission: 27/04/2018, Place of Admission of Execution: Office	CO.		Shielpi Gironh
		Apr 27 2018 1:47PM	LTI 27/04/2018	27/64/2018

2081, Chak Garia, E-14, Sammilani Park, P.O:- Santoshpur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700075, Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, , PAN No.:: AZSPG3579R Status: Representative, Representative of: Rajlakshmi Associate (as partner)

### Identifier Details:

Nan	ne & address
Mr Joy Chakraborty Son of Late Sisir Chakraborty 435, Peyara Bagan Laskarpur, P.O:- Laskarpur, P.S:- S 700153, Sex: Male, By Caste: Hindu, Occupation: Busir Mr Anil Chandra Ghosh, Smt Shilpi Ghosh	onarpur, District:-South 24-Parganas, West Bengal, India, PIN - ess, Citizen of: India, , Identifier Of Mr Swapan Kumar Brahma,
Jey chaleverbyn	27/04/2018

Major Information of the Deed :- I-1629-01999/2018-27/04/2018

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	Mr Swapan Kumar Brahma	Rajlakshmi Associate-7.52812 Dec
Trans	fer of property for L2	
SI.No	From	To. with area (Name-Area)
1	Mr Swapan Kumar Brahma	Rajlakshmi Associate-1.67292 Dec
Trans	fer of property for L3	
SI.No	From	To. with area (Name-Area)
1	Mr Swapan Kumar Brahma	Rajtakshmi Associate-12.9777 Dec
Trans	fer of property for L4	
SI.No	From	To. with area (Name-Area)
1	Mr Swapan Kumar Brahma	Rajlakshmi Associate-2.41542 Dec
Trans	fer of property for L5	
SI.No	From	To. with area (Name-Area)
1	Mr Swapan Kumar Brahma	Rajlakshmi Associate-4.125 Dec
Trans	fer of property for L6	
SI.No	From	To. with area (Name-Area)
1	Mr Swapan Kumar Brahma	Rajlakshmi Associate-6.08437 Dec
Trans	fer of property for L7	
SI.No	From	To. with area (Name-Area)
1	Mr Swapan Kumar Brahma	Rajlakshmi Associate-5.15625 Dec
Trans	fer of property for S1	
SI.No	From	To. with area (Name-Area)
1	Mr Swapan Kumar Brahma	Rajlakshmi Associate-9700.00000000 Sq Ft

# Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Boral Main Road, Mouza: Sripur Bagharghole

Sch	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 859(Corresponding RS Plot No:- 473/ 474/ 475), LR Khatian No:- 748	Owner:দদী গোপাদ সিংহ রার, Gurdian:রদেশ চক্ত, Address:দিজ, Classification:ভাসা, Area:0.12000000 Acre,

Major Information of the Deed :- I-1629-01999/2018-27/04/2018

04/05/2018 Query No:-16290000613398 / 2018 Deed No: 1 - 162901999 / 2018, Document is digitally signed.

L2	LR Plot No:- 859(Corresponding RS Plot No:- 473/ 474/ 475), LR Khatian No:- 748	Owner:ননী গোণাল সিংহ রার, Gurdian:রমেশ চক্ত, Address:নিজ, Classification:ডাঙ্গা, Area:0.12000000 Acre,
L3	LR Plot No:- 863(Corresponding RS Plot No:- 479), LR Khatian No:- 748	Owner ননী গোপাল সিংহ রাম, Gurdian:রমেশ চক্ত, Address:নিজ, Classification:ডাঙ্গা, Area:0.13000000 Acre,
L4	LR Plot No:- 861(Corresponding RS Plot No:- 478), LR Khatian No:- 248	
L5	LR Plot No:- 865(Corresponding RS Plot No:- 482), LR Khatian No:- 965	Owner:বাদশা আদি মওল, Gurdian:ছবিরছিন মওল, Address:নিজ, Classification:ডাসা, Area:0.08000000 Acre,
L6	LR Plot No:- 864(Corresponding RS Plot No:- 484), LR Khatian No:- 44	Owner:অমণ সেন, Gurdian:বিবেশ্বর, Address:নিজ, Classification:ডাঙ্গা, Area:0.08000000 Acre,
L7	LR Plot No:- 866(Corresponding RS Plot No:- 485), LR Khatian No:- 500	

#### Endorsement For Deed Number: 1 - 162901999 / 2018

# On 16-04-2018

# Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,38,99,415/-



# Abhijit Bera ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. GARIA South 24-Parganas, West Bengal

#### On 27-04-2018

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duty 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 13:21 hrs on 27-04-2018, at the Office of the A.D.S.R. GARIA by Mr. Anil Chandra Ghosh

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

Execution is admitted on 27/04/2018 by Mr Swapan Kumar Brahma, Son of Late Ramesh Chandra Brahma, Boral Main Road Sukanta Pally, P.O: Boral, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700154, by caste Hindu, by Profession Business

Indetified by Mr Joy Chakraborty, ... Son of Late Sisir Chakraborty, 435, Peyara Bagan Laskarpur, P.O: Laskarpur, Thana: Sonarpur, . South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by profession Business

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

Execution is admitted on 27-04-2018 by Mr Anil Chandra Ghosh, partner, Rajlakshmi Associate, E-14, Sammilani Park, P.O:- Santoshpur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700075

Indetified by Mr Joy Chakraborty, , , Son of Late Sisir Chakraborty, 435, Peyara Bagan Laskarpur, P.O: Laskarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by profession Business

Major Information of the Deed :- I-1629-01999/2018-27/04/2018

04/05/2018 Query No:-16290000613398 / 2018 Deed No : I - 162901999 / 2018, Document is digitally signed.

Page 45 of 47

Execution is admitted on 27-04-2018 by Smt Shilpi Ghosh, partner, Rajlakshmi Associate, E-14, Sammilani Park, P.O:- Santoshpur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700075

Indetified by Mr Joy Chakraborty, , , Son of Late Sisir Chakraborty, 435, Peyara Bagan Laskarpur, P.O: Laskarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by profession Business

# Payment of Fees

Certified that required Registration Fees payable for this document is Rs 22,021/- ( B = Rs 22,000/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 22,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/04/2018 12:00AM with Govt. Ref. No. 192018190225147452 on 22-04-2018, Amount Rs: 22,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. 90037656 on 24-04-2018, 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 1,000/-, by online = Rs 39,021/-

Description of Stamp

 Stamp: Type: Impressed, Serial no 14637, Amount: Rs.1,000/-, Date of Purchase: 24/04/2018, Vendor name: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/04/2018 12:00AM with Govt. Ref. No: 192018190225147452 on 22-04-2018, Amount Rs: 39,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. 90037656 on 24-04-2018, Head of Account 0030-02-103-003-02

3

Abhijit Bera
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
South 24-Parganas, West Bengal

Major Information of the Deed :- I-1629-01999/2018-27/04/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1629-2018, Page from 64073 to 64119
being No 162901999 for the year 2018.





Digitally signed by ABHIJIT BERA Date: 2018.05.04 13:39:09 +05:30 Reason: Digital Signing of Deed.

(Abhijit Bera) 04-May-18 1:36:18 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. GARIA West Bengal.

(This document is digitally signed.)

04/05/2018 Query No:-16290000613398 / 2018 Deed No :I - 162901999 / 2018, Document is digitally signed.