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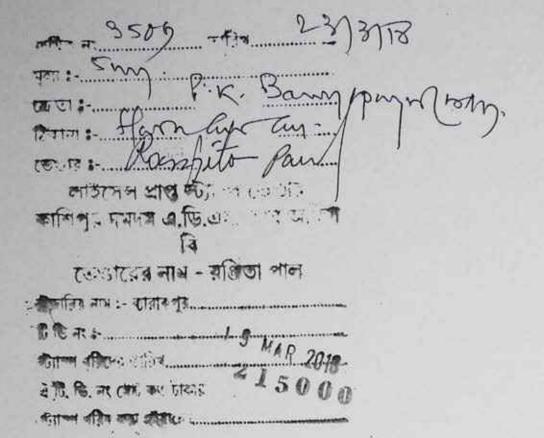
Additional District Sub-Registral
Cousipone, Dum Dum, 24-Pgs. (North)

2 8 MAR 2018

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this 28th day of March, Two Thousand Eighteen (2018).

BETWEEN



Soutanu Chatterfiee Son of lute Gopal Ch. Chatterfee 21, Sulchan Nagan. 1st las lane Dum Dum Countonment, helketa-700065.



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Addl.District Sub-Regisses. Cossidore Dum-Dum 26 Pgs (19)

2 8 MAR 2018

(1) SRI MALAY DAS, (PAN – AKGPD4870R), son of Late Jatish Chandra Das, by occupation Service, residing at 67, Vivekananda Pally, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata – 700065, District: North 24-Parganas, (2) SMT. ANJANA DAS, (PAN – CIXPD7352P), wife of Sri Sukumar Das, (daughter of Late Jatish Chandra Das), by occupation Housaewife, residing at 16, Nilmoni Mullick Lane, P.O. & P.S. Howrah, District: Howrah, Pin – 711101, both by faith Hindu, by Nationality Indian, hereinafter called and referred to the 'OWNERS/LANDLORDS' (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs executors, successors, legal representatives and assigns) of the FIRST PART.

AND

M/S. BIPATTARINI ASSOCIATES, (PAN - AAQFB4282M), a Partnership firm having its registered office at 203, Sarat Bose Road, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata - 700065, District: North 24-Parganas, being represented by its Partners namely (1) SRI ARINDAM BASU, (PAN -AMBPB8233B), son of Late Durgadas Basu, residing at 203, Sarat Bose Road, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata - 700065, District : North 24-Parganas, (2) SMT. SUPRITI DAS, (PAN - AOIPD4842F), wife of Sri Animesh Das, residing at 507, Sarat Bose Road, P.O. Rabindra Nagar, P.S. Dum Dum, - 700065, District: North 24-Parganas, (3) SMT. NANDANA Kolkata CHATTERJEE, (PAN - AKNPC2321F), wife of Sri Santanu Chatterjee, residing at 21, Subhas Nagar First Bye Lane, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata - 700065, District : North 24-Parganas, (4) SMT. DEBARUPA PAUL, (PAN - AZEPP5011B), wife of Sri Subhasis Paul, residing at 12/1, Subhas Nagar 2nd Bye Lane, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata - 700065, District : North 24-Parganas, AND (5) SRI RANJAN DHAURI, (PAN - AVBPD5905H), son of Late Susanta Dhauri, residing at 156, Gorui Paschimpara 3rd bye Lane, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata - 700065, District: North 24-Parganas, all by faith Hindu,

by occupation business, by Nationality Indian, hereinafter called the 'PROMOTER/DEVELOPER' (which expression shall unless excluded by or repugnant to the context be deemed to include its, executors, administrators, representatives assigns and successors in office) of the SECOND PARTY.

WHEREAS one Abu Mohammad Husamuddin Hayder by a registered deed of conveyance dated 11.01.1946 registered at the sub registry office at Cossipore Dum Dum recorded in Book No. I, Vol. No. 9, Pages 77 to 80, Being No. 83 for the year 1946 purchased 30 decimals of land at Mouza Digla, P.S. Dum Dum under Khatian No. 590 along with other properties from one Mohammad Yusuf Ali.

AND WHEREAS said Abu Mohammad Husamuddin Hayder by a registered deed of conveyance dated 06.01.1949 registered at the sub registry office at Cossipore Dum Dum recorded in Book No. I, Vol. No. 4, Pages 118 to 120, Being No. 37 for the year 1949 sold and transferred 30 decimals of land at Mouza Digla, P.S. Dum Dum under Khatian No. 590 along with other properties to Smt. Jayalakshmi Debi and Smt. Mayarani Bhattacharya.

AND WHEREAS said Smt. Jayalakshmi Debi and Smt. Maya Rani Bhattacharya by a registered deed of conveyance dated 25.01.1977 registered at the A.R.A. Calcutta recorded in Book No. I, Vol. No. 42, Pages to 11, Being No. 305 for the year 1977 sold and transferred land measuring 2 Cottahs 3 Chittaks 34 Sq.Ft. along with structure standing there on at Mouza Digla, P.S. Dum Dum at Dag No. 569, under Khatian No. 590, District: North 24-Parganas, under South Dum Dum municipality to Smt. Bhanumati Dasi (Das), wife of Late Joytish Chandra Das.

AND WHEREAS after purchasing said Smt. Bhanumati Dasi (Das) aforesaid property Holding No. 48, Sarat Bose Road, Kolkata – 700065, Ward No. 6, by mutated her mane in the records of South Dum Dum municipality and paying the relevant rents, rates and taxes property to the competent authorities.

AND WHEREAS said Bhanumati Dasi (Das)died intestate on 17.01.2009 leaving behind her two sons namely Sukumar Das and Malay Das and one daughter Anjana Das to inherit the property left by her and her husband Joytish Chandra Das predeceased her.

AND WHEREAS said Sukumar Das died intestate on 19.01.2011 as issueless leaving behind his wife Smt. Biva Das to inherit the property left by him.

AND WHEREAS said Smt. Biva Das died intestate on 21.02.2015 leaving behind Malay Das and Anjana Das to inherit the property left by her.

AND WHEREAS since then said Malay Das and Anjana Das the owners herein were sized and possessed of and sufficiently entitled of all that piece and parcel of land measuring 2 Cottahs 3 Chittaks 34 Sq.Ft. more or less along with structure standing thereon lying and situated at Holding No. 48, Sarat Bose Road, Kolkata – 700065, comprised in Mouza – Digla, C.S./R.S Dag No. – 569 under R.S. Khatian No. 590, J.L. No. 18, R.S. No. 161, Touzi No. 173, within the municipal limits of South Dum Dum Municipality, Ward No. 6, P.S. Dum Dum, which is morefully described in the Schedule 'A' hereinafter called the said property.

AND WHEREAS said owners herein is desirous to develop the land measuring 2 Cottahs 3 Chittaks 34 Sq.Ft. more or less along with structure standing thereon lying and situated at Holding No. 48, Sarat Bose Road, Kolkata – 700065, ward No. 6, within the municipal limits of South Dum Dum Municipality by constructing a multi-storied building thereon but due to financial stringency he approach the Promoter/Developer "M/S. BIPATTARINI ASSOCIATES" for successful completion of the project.

AND WHEREAS upon the aforesaid representation of the owner and subject to verification of title of the owner concerning the said premises, the promoter/developer has agreed to develop the said premises by constructing a multi-storied building on the land measuring 2 Cottahs 3 Chittaks 34 Sq.Ft. more or less in accordance with the building plan sanctioned by the South Dum Dum Municipality on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties herein on the terms and conditions stipulated herein below.

- 1. **Definition**: In these Premises unless there is anything, repugnant to or inconsistent with.
- 1.1. Owner: Shall mean the said (1) SRI MALAY DAS AND (2) SMT. ANJANA DAS, hereinafter called the "OWNERS" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns).
- Developer: M/S. BIPATTARINI ASSOCIATES", a Partnership firm 1.2. having its registered office at 203, Sarat Bose Road, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata - 700065, District: North 24-Parganas, being represented by its Partners namely (1) SRI ARINDAM BASU, (PAN - AMBPB8233B), son of Late Durgadas Basu, residing at 203, Sarat Bose Road, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata - 700065, District : North 24-Parganas, (2) SMT. SUPRITI DAS, (PAN - AOIPD4842F), wife of Sri Animesh Das, residing at 507, Sarat Bose Road, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata District: North 24-Parganas, (3) SMT. NANDANA CHATTERJEE, (PAN - AKNPC2321F), wife of Sri Santanu Chatterjee, residing at 21, Subhas Nagar First Bye Lane, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata - 700065, District: North 24-Parganas, (4) SMT. DEBARUPA PAUL, (PAN -AZEPP5011B), wife of Sri Subhasis Paul, residing at 12/1, Subhas Nagar 2nd Bye Lane, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata - 700065, District : North 24-Parganas, AND (5) SRI RANJAN DHAURI, (PAN - AVBPD5905H), son of Late Susanta Dhauri, residing at 156, Gorui Paschimpara 3rd bye Lane, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata - 700065, District : North 24-Parganas, all by faith Hindu, by occupation business, by Nationality Indian, hereinafter called the 'PROMOTER/DEVELOPER' (which expression shall unless excluded by or repugnant to the context be deemed to include its, executors,

administrators, representatives assigns and successors in office) acting under specific authority of the Developer.

- 2 Cottahs 3 Chittaks 34 Sq.Ft. more or less along with building standing thereon lying and situated at Holding No. 48, Sarat Bose Road, Kolkata 700065, comprised in Mouza Digla, C.S./R.S Dag No. 569 under R.S. Khatian No.590, J.L. No. 18, R.S. No. 161, Touzi No. 173, within the municipal limits of South Dum Dum Municipality, Ward No. 6, P.S. Dum Dum, under the jurisdiction of A.D.S.R.O. Cossipore, Dum Dum, more fully and particularly described in schedule written hereunder.
- 1.4. Building: Shall mean Multi storied building to be constructed at the said two holding after amalgamation in accordance with the plan the plan to be sanctioned by the sanctioning authority and any revised plan prepared by the developer with the maximum construction area to be sanctioned by the South Dum Dum Municipality.
- 1.5. Common Facilities and Amenities: Shall include corridors, hall ways passage, ways, common stair case, Lift, car parking space, common lands, pump room, overhead water tank, motor and other facilities which may be mutually agreed upon, between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and land there under.
- 1.6. Saleable Space: Shall mean the space which is developer's allocation in the building available for independent use occupation after making due provisions for common facilities and the space required there for.

Owners Allocation: as a consideration of the said property the owners shall get Four flats having covered area 1600 Sq.ft. more or less including proportionate share of stair area and lift area of the building to be constructed on the said premises which is fully described in the Schedule "B" herein below in the building which is to be constructed by the Promoter/Developer and which shall be allocated to the owners free of any costs expenses and charges of the owner in accordance with the terms and conditions of these presents including proportionate share in the common

facilities and amenities as fully. The Promoter/Developer will also pay a sum of Rs.2,00,000.00 (Rupees Two Lakh) only to the owners on the following manner:-

- Rs.1,00,000.00 (Rupees One Lakh) only at the time of signing of this agreement.
- Rs.50,000.00 (Rupees Fifty Thousand) only at the time of Second Floor roof casting of the newly constructed building;
- iii) Rs.50,000.00 (Rupees Fifty Thousand) only at the time of handover the possession of owner's allocation;

The Developer shall arrange one alternative accommodation till handover the possession of owner's allocation.

Developers Allocation: Shall mean except owners allocation as stated in of constructed area in the building to be constructed on the said premises after giving owners allocation to the owner including proportionate share in the common facilities and amenities on pro-rata basis along with proportionate undivided impart able share of land in the said property.

- 1.7 The Architect: Shall mean such persons who may be appointed by the developer for both designing and planning the building on the said premises.
- 1.8 Building Plan: Would mean the plan to be prepared by the Architect for the construction of the building for and on behalf of the developer herein and to be sanctioned/approved by the South Dum Dum Municipality and /or by any other authority/authorities as the case may be.
- 1.9 Transfer: With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of proportionate share of land and space in the Multi storied building to the purchaser thereof.
- 1.10 Transferee: Shall mean a person, firm, Limited, private limited company, association of persons etc to whom any space in the building will be transferred.

1.11 Commencement: This agreement shall be deemed to have commenced with the immediate effect i.e. from the date of execution of this agreement.

OWNERS RIGHTS AND REPRESENTATIVES

- 2.1 The owners are absolutely seized and possessed of and/or well and sufficiently entitled to the said premises in respect of the said property.
- 2.2 The said premises is free from all encumbrances and the owner have a good and lawful marketable title, right and interest in respect of the said premises.
- 2.3 The said premises is free from all encumbrances, charge, liens, lispendences, attachments, trusts, acquisitions, whatsoever or howsoever subject to what have been stated hereinbefore and hereinafter.
- 2.4 There is no excess vacant land at the said premises according to the meaning of the Urban land (ceiling and regulations) Act, 1976.
- 2.5 There is no bar, legal or otherwise for the owner to obtain the certificate under section 230 (a) and 269(C) Income Tax Act, 1961 and other consents and permissions if so required.
- 2.6 That the total of the land comprise in the said property is 2 Cottahs 3 Chittaks 34 Sq.Ft. be the same a little more or less.

DEVELOPERS RIGHT

- 3.1 The owners hereby granted subject to what has been hereinbefore provided the exclusive right to the developer to build, construct erect and complete building as per sanction plan on the said property at his own expenses and the said land for sale to and to transfer the constructed area of the said property except land owners allocation by way of sale, mortgage lease, gift etc and Developer can enter into an agreement for sale with any intending purchaser and the conveyance, deed sale will be prepared by the Developer and the Owners and confirming party shall jointly signed and execute the same.
- 3.2 The developer shall be entitled to prepare modify or alter the plan and submit the same to the authority in the name of the owner at its own cost and the developer shall pay and bear all fees payable to the authority and other bodies a

statutory or other for sanctioning the plan for construction including Architects fees, charges and expenses and for the constructing of the building of the said premises provided howsoever that the developer shall be exclusively entitled to all refunds of amount, deposits to the name of the owner as security deposit.

- 3.3 Nothing in these presents shall be constructed as demise or assignment or transfer by the owners of the said property of any part thereof to the developer and to deal with the same in the building to be constructed thereon in the manner or subject to the term hereinafter stated.
- 3.4 This agreement will not be treated as a Partnership between the owners and the promoter/developer or an agreement for sale of the said plot by the owners to the promoter/developer. The Promoter/developer is given only a right to develop the said plot as aforesaid.
- 3.5 The Promoter/developer is satisfied that the owner are the full and absolute owners of the said property and the property are not subject to any mortgage, charge or any other encumbrances.
- 3.6 The Promoter/developer shall not start any work of development on the said property unless the building plans are sanctioned by the Municipality and the formal Commencement Certificate are issued in favour of the owners.

APARTMENT CONSIDERATION

The Developer shall with their own cost and workmen in like manner construct multi-storied building on the said property and the said construction shall be in accordance with the plan to be sanctioned by the authority.

DEVELOPERS ALLOCATION

In accordance of the agreement to develop and in terms of the said agreement the Developer shall be entitled to the balance of the constructed covered area after giving the owner's allocation to the owners as per clause No. 1.7 of the agreement to be constructed at the said property including space, terrace, shop space, if any the developer shall be entitled to enter into an agreement for sale to transfer and the Developer also shall be entitled to enter into an agreement for sale to transfer

the Developer allocation /share and to receive, release and collect all moneys in respect of thereof for that purpose the shall execute necessary power of attorney in favour of the developer. Be it noted that the developer is entitled to transfer its allocation after giving peaceful khas undisputed owner's allocation to the owners.

PROCEDURE

The shall grant the Developer to give General Power of Attorney to be prepared by the Advocate of the Developer as may be required for the purpose of obtaining the sanction plan and for all necessary permission from different authorities in connection with the construction of the said multi- storied building and for the purpose of transfer of the Developer's allocation to any intending purchaser/purchasers.

SPACE ALLOCATION

- 1. The Developer shall be exclusively entitled to enter into an agreement for sale with any intending purchaser/purchasers in respect of any constructed area of the said building except owner's allocation and constructed area of the said property with exclusive right to transfer or otherwise deal with or dispose of the said Developer's allocation without any right claim or interest therein of the owners and the owners shall not in any way interfere or disturb the peaceful possession of the developer's portion in the said multi- storied building and on the other hand Developer also shall not in any way interfere or disturb the peaceful possessions n of the owner's allocation.
- 2. In so far as necessary all dealing by the developer in respect of the said building shall be in the name of the owners for which purpose the owners undertake to give the developer or its nominees the authority as may be prepared by the Advocate of the Developer without imposing any liability whatsoever upon the owners.

OWNERS OBLIGATIONS AND RESPONSIBILITIES

 That after execution of this agreement the developer shall take over the free, vacant and undisputed physical possession of the said property from the owner and shall submit the building plan with the competent authority in respect of the said property.

- 2. That the developer immediately after execution of this agreement shall be entitled to enter into an agreement for sale of the flats along with impart able undivided proportionate share of land of its allocation of the said property to the different intending purchaser/purchasers without taking consents from the owner and the owners shall not allow or shall not have any right to claim any money or amount from the developer for the said purpose and on the other hand the owner shall not be liable for any financial loss or claim in any manner whatsoever.
- 3. That the developer shall be entitled to apply for electricity with the C.E.S.C. for different units of the said multi- storied building to be constructed at the said property at his own cost and also the developer shall be entitled to take the financial assistants from the financial institution or Bank or Banks by mortgaging the said property taking consent from the owners at the own risk and the responsibility of the developer and the owners shall have no responsibilities for repayment the same.

OWNERS UNDRETAKING

- 1. The owners are agreed to extend all sorts of co-operation with the developer to materialize the work and also agreed at in case of force major or for any other reasonable reasons if the building is not completed with the stipulated period mentioned above and shall bound to extend the time till completion of the said building. Time is the essence of contract. In any event this agreement shall not be cancelled.
- The owners shall undertake to execute the deed of conveyance in favour of the intending purchasers and the confirming party who will intend to purchase the flat/flats of the said building along with the proportionate share of land and utilities.
- 3. If the owners fails and/or neglect to perform their obligations and responsibilities in terms of this agreement the developer shall at liberty to sue the

owners for specific performance of this agreement and the owners if at all unable to make their right title and interest in the said property in good and marketable in that case the owners shall be liable jointly and individually to refund the moneys so invested by the developer for completion of the said building like sanction of building plan, advocate and architect fees outstanding taxes and demand along with damage and compensation.

BUILDING

- 1.1 The Developer shall at its own costs and on the basis of specification to be subsequently agreed between the parties construct erect and complete the building and the common facilities and amenities at the said premises in accordance with the plan to be sanctioned by the sanctioning authority.
- 1.2 The developer shall install and erect in the said building at its own costs and as per specification and drawings provided by the Architect, pumps, tube wells, water storage, tanks, overhead reservoir, electric, permanent electric connection from the C.E.S.C. lift is applicable and/or constructed spaces therein on ownership basis and as mutually agreed.
- 1.3 The developer shall be authorized in the name of the owners in so far as it necessary for and obtain quotas entitlement and other alterations for cement, steel, bricks, and other building materials allocated to owners for the construction of the building and to similarly obtain temporary and permanent connection of water, electricity, drainage, sewerage and/or to the building.
- 1.4 The Developer shall at its own costs and expenses and without creation of any financial and /or other liability on the owners, construct and complete the building and various units and spearmints thereto or modification thereof made or caused to be made by the developer subject to the sanction of the appropriate authority. The Developer shall ensure the skill in construction of the same and be liable for all construction lapse and all legalities.

1.5 All costs, charges and expenses relating to the said construction of the said proposed building and development of the said proposed multi storied building for sanctioning the plan or any revised plan and Completion Certificate (C.C) and architect fees, shall be paid, discharge and shall be borne by the developer and owners shall have no liability whatsoever in this context.

COMMON FACILITIES

- 1.1 The developer shall pay and bear all property rent, taxes and other dues and outgoing in respect of the said property from the date of delivery of possession of land/premises by the owners till the date of possession by the owners of their contracted allocated area and purchases of their flats and Garage and all the rent, taxes, dues, arrears if any, outgoing, up to the date of delivery of possession of the land/premises to the developer that shall be paid by the owners.
- 1.2 The developer shall regularly pay all the rates and taxes to the Govt. authorities or otherwise and keep the owner indemnified against all claims, action, demand, costs, charges and expenses and proceedings, whatsoever directly or indirectly instituted against or suffered by or paid by the developer from the date of delivery of possession of the land/premises in respect of the said property.
- 1.3 Subject to the developer fulfilling its obligations and commitments as the time specified herein the owners shall not do any act or thing whatsoever by which the developer shall be prevented from the construction and/or completion of the said building.

LEGAL PROCEEDINGS

It is hereby expressly agreed by and between the parties hereto and it shall be the responsibility of the owners and the developer to defend all actions, suits and proceeding which may arise in respect of the said premises and all costs, charges and expenses incurred for the purpose shall be borne exclusively by the developer indemnified from any losses, actions, claims whatsoever.

DEVELOPERS INDEMNITY

The developer hereby undertake to keep the owners indemnified against all third party claims and actions arising out of any act or commission of the developer in relation to the construction of the said building.

MISCELLANEOUS

- The owners and the developer have entered into this agreement purely on contractual basis.
- 2. It is understood that from time to time the facilities for construction of the building by the developer various deed matters and things not herein specified may be required to be done by the developer and for which the developer may need the authority of the owners and various applications and other documents may be required to be signed by the owners. The owners hereby undertake to do all such acts, deeds, matters and things that may reasonably required to be done in the manner and the owners shall execute any such additional power of attorney as may be required by the developer.
- 3. Any notice required to be given by the developer shall without prejudice to any other mode of service available to have been served on the owners if delivered by hand and duly acknowledged or sent prepaid registered post with acknowledgement due.
- 4. The developer shall sold or transferred proportionate constructed portion of all the flat owners or transferred to frame such rules and/or laws for the management and proper undeepment of the same as may be agreed upon and all common passages, pathways and common amenities and facilities. The owner hereby agree to abide by the rule and regulations of such management society or association and thereby give their consent to abide by them.
- That the name of the building to be constructed will be settled by both the parties amicably.
- There is no existing agreement regarding the development or sale the said premises and that all other arrangement prior to this agreement have been cancelled and are being superseded by this agreement.

- 7. At the time of signing of this agreement and execution of registered power of attorney in favour of the developer the owner will hand over the all original documents related to the property like as original deed, parcha, khajna, update payment of municipal tax receipt.
- 8. The developer by persuation on otherwise settle the trams with the tenants. If any mount or space is to be given to the tenants that will be given from developer's allocation. The owners shall assist the developer but they have responsibility to settle the terms with the tenants. If the time is expended to some extent to complete the project for tenants' negotiation, the owners shall have no objection for the same.

POWER OF ATTORNEY

The owners simultaneously with the execution of this agreement execute in favour of the developer a "DEVELOPMENT POWER OF ATTORNEY" prepared by the developer's advocate and cost or expenses for the same will be borne by the developer.

OWNERS UNDERTAKINGS

The owners being requested to the developer during/after construction is over, execute and register proper deed of conveyance and transferring proportionate share of land of the said property in favour of the developer or its nominees intending purchasers who would buy the flats apartment spaces as the case may be. The owners have the absolute authority to deal with the said property in the said manner. The owners shall make out a good marketable title of the said property and for that purpose shall answer and comply with the all such reasonable requisition on title made by the developer's advocate in respect of title.

TIME

The developer shall complete the construction after obtaining the sanction building plan from the competent authority in all respect within 36 (Thirty Six) months from the date of sanctioning the building plan with immediate effect. In case of failure, in the part of the developer to complete the construction in all respect and

deliver the owner's allocation may be extended 6(Six) months under unavoidable circumstances on mutual discussion.

FORCE MEJURE

The developer shall not be liable to carry out any obligations hereunder to the extent of the performance of the relevant obligations are prevented by the existence of the force majure and shall be suspended from the obligations during the duration of the "FORCE MEJURE". Force majure shall mean floor earth- quake, riot, war, storm, tempest, civil, commotion, order of court, legal problem, problem of possession, interruption of possession and work of local hazards.

JURISDICTION

The courts of Kolkata along with the Hon'ble Kolkata High Court shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

MISCELLANEOUS

In no event shall the owner be held liable or responsible in any manner whatsoever in the event of any dispute between the said developer and others including the building materials suppliers, flat purchasers, income tax authorities, sales tax authorities etc.

If any dispute crops up at any point of time, after execution of this agreement, and/or by and between the developer and the prospective flat purchaser, all costs and expenses shall be borne by the developer.

SCHEDULE 'A' OF THE PROPERTY

ALL THAT piece and parcel of land measuring 2 Cottahs 3 Chittaks 34 Sq.Ft. more or less along with structure building measuring 300 Sq.Ft. R.T.S. standing thereon lying and situated at Holding No. 48, Sarat Bose Road, Kolkata – 700065, comprised in Mouza – Digla, C.S./R.S Dag No. – 569 under R.S. Khatian No. 590, L.R. Khatian Nos. 775 & 1623, J.L. No. 18, R.S. No. 161, Touzi No. 173, within the municipal limits of South Dum Dum Municipality, Ward No. 6, P.S. Dum Dum, District: North 24-Parganas under Additional District Sub-Registry

Office Cossipore Dum Dum, in the District: North 24-Parganas along with all rights of common passages and right of egress and ingress and butted and bounded by:

ON THE NORTH :- Property of Late Satish Chandra Chakraborty;

ON THE SOUTH :- 6' ft. wide Common Passage;

ON THE EAST :- Dag No. 569;

ON THE WEST :- Dag No. 569;

SPECIFICATION

- Size of complex: The site is measuring about 2 Cottahs 3 Chittaks 34
 Sq.Ft. more or less together with structures at Mouza Digla, C.S./R.S Dag No. 569 under R.S. Khatian No. 590, J.L. No. 18, R.S. No. 161, Touzi No. 173, Holding No. 46, Sarat Bose Road, Kolkata 700065, Ward No. 6 under South Dum Dum Municipality.
- Building works: The complex has a R.C.C. structures consisting of multi storied building with Lift facility.
- 3. WALL: Outside wall 8" Inch and all partition wall 5" Inch or 3" Inch.
- Foundation & Super structure : R.C.C. Beam & Column Foundation
 System for super structure.
- Finishing: The entire internal wall finished with Plaster of Paris and outside will finished with weather coat.
- Floor: All floor will be floor tiles/Marble.
- 7. Kitchen: Kitchen slab in of granite and sink stainless steel, wall above kitchen slab up to 3" high with white glazed tiles with exhaust fan hole and also Marble flooring.
- 8. **Electrical**: Concealed wiring with good quality wire, 4 points in each Bed Room, 6 points in living/Dining Room, 1 light point in each toilet in kitchen one light point one exhaust fan point and one 15 Amp plug point, one light point in verandah.

- 9. Sanitary: Floor Marble with wall dado of Glazed tiles upto door height with standard fittings and concealed plumbing system with ½" PVC pipes with PVC door and one gazer.
- Door Frame & Door: All Doorframes made of wood. All Doors will be flush Door, main door wooden.
- 11. **Window**: All I windows are aluminum sliding with grill with glass fittings. with integrated ornamented grill.
- 12. Water Supply: 24 hours water supply through deep tube well and over head reservoir.
- 13. Extra Work: Any extra work other than the standard schedule shall be charged extra as described by the builder/developer or their engineer and such amount shall be deposited before the execution of such work.

...19...

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures on this agreement on the day month and year first above written.

SIGNED SEALED AND DELIVERED WITNESSES;

1) Soutann Chatterfier 21, Sukhan Hagar, 15+ bye hane, Dum Dum Cantonment, bolkata-700065.

Mulaes Dus

SIGNATURE OF THE OWNERS

2) Amal Bamante S/Olate Dany Samante 835, Jessove Road, Green Pary, BI-A MOI-55 Superit Dos Nardana Charleyer. Delescupa Paul Recition Dhousi

SIGNATURE OF DEVELOPER

RECEIPT

RECEIVED a sum of Rs.1,00,000.00 (Rupees One Lakh) only from the developer herein hereby as an earnest money and/or part payment out of total money as per memo below:-

MEMO OF CONSIDERATION

Cash /Cheque	Date	Bank	Amount
007071	28-3-2018	Allahabad	Rs. 50000.00
007072	28-3-2018	Do	R& 50000.00
		Total	Rs.1,00,000.00

(Rupees One Lakh) only.

WITNESSES:

1) Sontanu Chatterjee 21, Subhan Magan, 15+ bye lone, Dum Dum Contonhed Kolkata-700 065.

2) Amal Samuela

muluy 2000 Anjang Das

SIGNATURE OF THE OWNERS

Prepared by:

P. K. Bandyopadhyay

Advocate. High Court Calcutta File No. WB/2653/1999

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

19-201718-020676718-1

s s pally

GRN Date: 27/03/2018 15:04:56

BRN:

IK00NRYTG3

Bank:

Mobile No.:

Payment Mode

ld No.: 15060000471873/2/2018

[Query No/Query Year]

Online Payment

State Bank of India

+91 9830142268

BRN Date: 27/03/2018 15:06:34

DEPOSITOR'S DETAILS

Name:

Ashok Chowdhury

Contact No.:

E-mail:

Address:

Applicant Name:

Mr Malay Das

Office Name:

Office Address:

Status of Depositor:

Others

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1 2		Property Registration- Stamp duty Property Registration- Registration Fees	0030-02-103-003-02 0030-03-104-001-16	2 102
Word	S: Rupees One Thous	Tot	al	104

Major Information of the Deed

eed No:	1-1506-02784/2018	or the beed		
Query No / Year	1506-0000471873/2018	Date of Registration	2810212040	
Query Date	21/03/2018 3:44:27 PM	Office where deed is registered		
Applicant Name, Address & Other Details	Malay Das 67, Vivekapanda Ball, Ti	A.D.S.R. COSSIPORE DUMDUM, District Nort 24-Parganas		
Transaction	PIN - 700065, Mobile No : 98300	15835, Status Seller/Executa	irganas, WEST BENGAL	
[0110] Sale, Development	Agreement	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property. Declaration [No of Declaration 2], [4311] Other than Immovable Property. Receipt [Rs.		
Set Forth value		1,00,000/-		
Rs. 2/-		Market Value		
Stampduty Paid(SD)		Rs. 26,07,583/-		
Rs 5,021/- (Article 48(g))		Registration Fee Paid		
Remarks		Rs. 1,021/- (Article:E, E	B)	
	Received Rs. 50/- (FIFTY only) area)) from the applicant for issuing the assement slip (Urb		

Land Details:

District: North 24-Parganas, P.S.- Dum Dum, Municipality: DUM DUM, Road: Sarat Bose Road, Mouza, Digla, Ward No. 6, Holding No. 48

Sch No	Number		Land Proposed	A Secretary of the Control of the Co	Area of Land	The state of the s	Market Value (In Rs.)	Other Details
L1	RS-569	RS-590	Bastu	Bastu	2 Katha 3 Chatak 34 Sq Ft	1/-	25,47,583/-	Width of Approach Road: 6 Ft., Adjacent to Metal Road.
	Grand	Total:			3.6873Dec	1.1-	25,47,583 /-	(1/2/2/2/2/)

Structure Details :

Sch	Structure	Area of	Setforth	Market value	Other Details
No.	Details	Structure	Value (In Rs.)	(In Rs.)	
S1	On Land L1	200 Sq Ft	1/-	CANADA MANAGA	Structure Type: Structure

Gr. Floor, Area of floor: 200 Sq Ft , Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tiles Shed, Extent of Completion: Complete

	Total:	200 sq ft	1/-	60,000 /	
_	- Cut	200 50 11	1.7-	60,000 /-	

Major Information of the Deed - I-1506-02784/2018-28/03/2018

Lord Details :

Name, Address, Photo, Finger print and Signature

Name	Dha	7110	
Mr Malay Das Son of Late Jatish Chandra Das	Photo	Fringerprint	Signature
Executed by: Self, Date of Execution: 28/03/2018 , Admitted by: Self, Date of Admission: 28/03/2018 ,Place : Office			Mulney Out
67, Vivekananda Pally, p.o.	28/03/2018	28/03/2018	28/03/2018

Bengal, India, PIN - 700065 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN, Admitted by: Self, Date of Admission: 28/03/2018

Name Name	Photo	Fringerprint	Office
Mrs Anjana Das Wife of Mr Sukumar Das Executed by: Self, Date of Execution: 28/03/2018 , Admitted by: Self, Date of Admission: 28/03/2018 ,Place : Office		- PHO	Signature Thi Jama Days
	28/03/2015	LTI 28/03/2018	28/03/2018

16, Nilmoni Mullick Lane, P.O:- Howrah, P.S:- Howrah, District:-Howrah, West Bengal, India, PIN - 711101 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: CIXPD7352P, Status: Individual, Executed by: Self, Date of Execution: 28/03/2018, Admitted by: Self, Date of Admission: 28/03/2018, Place: Office

Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
2	M/s. Bipattarini Associates 203, Sarat Bose Road, P.O Rabindra Nagar, P.S Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700065, PAN No.:: AAQFB4282M, Status: Organization, Executed by: Representative

Representative Details:

)	Name,Address,Photo,Finger	print and Signatur	e	
1	Name	Photo	Finger Print	Signature
	Mr Arindam Bose (Presentant) Son of Late Durgadas Basu Date of Execution - 28/03/2018, , Admitted by: Self, Date of Admission: 28/03/2018, Place of Admission of Execution: Office			Jundann Polaser
		Mar 28 2018 2:48PM	LTI 28/03/2018	28/03/2018

Major Information of the Deed :- I-1506-02784/2018-28/03/2018

Sarat Bose Road, P.O.- Rabindra Nagar, P.S.- Dum Dum, District:-North 24-Parganas, West engal, India, PIN - 700065, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN AMBPB8233B Status: Representative, Representative of : M/s. Bipattarini Associates (as Partner)

Name	Photo	Finger Print	Simotom
Mrs Supriti Das Wife of Mr Animesh Das Date of Execution - 28/03/2018, , Admitted by: Self, Date of Admission: 28/03/2018, Place of Admission of Execution: Office		- Inger Fillit	Superit Des
	Mar 28 2018 2:52PM	LTI. 28/03/2018	28/03/2018

507, Sarat Bose Road, P.O.- Rabindra Nagar, P.S.- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700065, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AOIPD4842F Status: Representative, Representative of: M/s. Bipattarini Associates (as Partner)

3	Name	Photo	Finger Print	Signature
The state of the s	Mrs Nandana Chatterjee Wife of Mr Santanu Chatterjee Date of Execution - 28/03/2018, Admitted by: Self, Date of Admission: 28/03/2018, Place of Admission of Execution: Office	1 C 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		tranlarm shakiriya-
	Admission of Exception. Office	Mar 28 2018 2:51PM	LTI 28/03/2018	28/03/2018

21, Subhas Nagar First Bye Lane, P.O:- Rabindra Nagar, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700065, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AKNPC2321F Status: Representative, Representative of : M/s. Bipattarini Associates (as Partner)

4	Name	Photo	Finger Print	Signature
	Mrs Debarupa Paul Wife of Mr Subhasis Paul Date of Execution - 28/03/2018, , Admitted by: Self, Date of Admission: 28/03/2018, Place of Admission of Execution: Office			Dabarupa Paul
	Admission of Execution. Office	Mar 28 2018 2:50PM	LTI 28/03/2018	28/03/2018

12/1, Subhas Nagar 2nd Bye Lane, P.O:- Rabindra Nagar, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700065, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AZEPP5011B Status: Representative, Representative of : M/s. Bipattarini Associates (as Partner)

5 Name		Photo	Finger Print	Signature
	Mr Ranjan Dhauri Son of Late Susanta Dhauri Date of Execution - 28/03/2018, , Admitted by: Self, Date of Admission: 28/03/2018, Place of			Restinones
	Admission of Execution: Office	Mar 28 2018 2:49PM	LTI 28/03/2018	28/03/2018

Major Information of the Deed :- I-1506-02784/2018-28/03/2018

Sorul Paschimpara 3rd Bye Lane, P.O. Rabindra Nagar, P.S. Dum Dum, District North 24 enas, West Bengal, India, PrN - 700065, Sex Male, By Caste, Hindu, Occupation: Business, on of India. , PAN No.: AVBPD5905H Status Representative Representative of M/s. Bipattanes seboutes (as Partner)

Identifier Details :

Name & address

Mr Santanu Chatterjee Son of Gopal Chatteree

21, Subhas Nagar First Bye Lane, P.O.-Rabindra Nagar, P.S.-Dum Dum, District -North 24-Parganas, West Bengal, India, PIN - 700065, Sex. Male, By Caste, Hindu, Occupation, Business, Citizen of India, Identifier Of Mr Malay Das. Mrs Anjana Das, Mr Arindam Bose, Mrs Supriti Das, Mrs Nandana Chatterjee, Mrs Debarupa Paul, Mr Ranjan Dhaun

Souteur Hickory Co.

Transf	er of property for L	
SI.No	From	To. with area (Name-Area)
1	Mr Malay Das	M/s Bipattarini Associates-1.84365 Dec
	Mrs Anjana Das	M/s Bipattarini Associates-1 84365 Dec
	fer of property for S	1
	From	To, with area (Name-Area)
1	Mr Malay Das	M/s. Bipattarini Associates-100 00000000 Sq Ft
3	Mrs Anjana Das	tM/s. Bipattarini Associates-100.00000000 Sq Ft

Endorsement For Deed Number : 1 - 150602784 / 2018

On 28-03-2018

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

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

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

Presented for registration at 13:14 hrs on 28-03-2018, at the Office of the A.D.S.R. COSSIPORE DUMDUM by M. Arindam Bose .

Major Information of the Deed - 1-1506-02784/2018-28/03/2018

te of Market Value(WB PUVI rules of 2001)

ed that the market value of this property which is the subject matter of the deed has been assessed at Rs

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

execution is admitted on 28/03/2018 by 1. Mr Malay Das, Son of Late Jatish Chandra Das, 67, Vivekananda Pally, P.O. Rabindra Nagar, Thana: Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700065, by caste Hindu, by Profession Service, 2. Mrs Anjana Das, Wife of Mr Sukumar Das, 16, Nilmoni Mullick Lane, P.O. Howrah, Thana. Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by Profession Service Indetified by Mr Santanu Chatterjee, . . Son of Gopal Chatterjee, 21, Subhas Nagar First Bye Lane, P O. Rabindra

Nagar, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700065, by caste Hindu, by profession Business

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

Execution is admitted on 28-03-2018 by Mr Arindam Bose, Partner, M/s. Bipattarini Associates (Partnership Firm), 203, Sarat Bose Road, P.O.- Rabindra Nagar, P.S.- Dum Dum, District -North 24-Parganas, West Bengal, India, PIN -

Indetified by Mr Santanu Chatterjee, . , Son of Gopal Chatterjee, 21, Subhas Nagar First Bye Lane, P.O. Rabindra Nagar, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700065, by caste Hindu, by profession

Execution is admitted on 28-03-2018 by Mrs Supriti Das, Partner, M/s. Bipattarini Associates (Partnership Firm), 203, Sarat Bose Road, P.O.- Rabindra Nagar, P.S.- Dum Dum, District -North 24-Parganas, West Bengal, India, PIN -

Indetified by Mr Santanu Chatterjee, , , Son of Gopal Chatterjee, 21, Subhas Nagar First Bye Lane, P.O. Rabindra Nagar, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700065, by caste Hindu, by profession

Execution is admitted on 28-03-2018 by Mrs Nandana Chatterjee, Partner, M/s. Bipattarini Associates (Partnership Firm), 203, Sarat Bose Road, P.O.- Rabindra Nagar, P.S.- Dum Dum, District -North 24-Parganas, West Bengal, India,

Indetified by Mr Santanu Chatterjee, , , Son of Gopal Chatterjee, 21, Subhas Nagar First Bye Lane, P.O. Rabindra Nagar, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700065, by caste Hindu, by profession

Execution is admitted on 28-03-2018 by Mrs Debarupa Paul, Partner, M/s. Bipattarini Associates (Partnership Firm), 203, Sarat Bose Road, P.O.- Rabindra Nagar, P.S.- Dum Dum, District.-North 24-Parganas, West Bengal, India, PIN -

Indetified by Mr Santanu Chatterjee, , , Son of Gopal Chatterjee, 21, Subhas Nagar First Bye Lane, P.O. Rabindra Nagar, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700065, by caste Hindu, by profession

Execution is admitted on 28-03-2018 by Mr Ranjan Dhauri, Partner, M/s. Bipattarini Associates (Partnership Firm), 203, Sarat Bose Road, P.O.- Rabindra Nagar, P.S.- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN -700065

Indetified by Mr Santanu Chatterjee, , , Son of Gopal Chatterjee, 21, Subhas Nagar First Bye Lane, P.O. Rabindra Nagar, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700065, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,021/- (B = Rs 1,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/03/2018 3:06PM with Govt. Ref. No. 192017180206767181 on 27-03-2018, Amount Rs. 1,021/-, Bank State Bank of India (SBIN0000001), Ref. No. IK00NRYTG3 on 27-03-2018, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1506-02784/2018-28/03/2018

At of Stamp Duty

ed that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 5,000/-. scription of Stamp

stamp: Type: Impressed, Serial no 3509, Amount: Rs 5,000/-, Date of Purchase: 23/03/2018, Vendor name: R Pal pascription of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/03/2018 3:06PM with Govt. Ref. No: 192017180206767181 on 27-03-2018, Amount Rs: 21/-, Bank: Online on 27-03-2018, Amount Rs. 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00NRYTG3 on 27-03-2018, Head of Account 0030-02-103-003-02

Mohul Mukhopadhyay ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM North 24-Parganas, West Bengal

Major Information of the Deed :- I-1506-02784/2018-28/03/2018

ered in Book - I
me number 1506-2018, Page from 127305 to 127345
mg No 150602784 for the year 2018.



(mm

Digitally signed by MOHUL MUKHOPADHYAY Date: 2018.04.02 11:30:13 +05:30 Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 02/04/2018 11:29:06
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)

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