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Certified that the document is admitted to registration. The signature sheets and the endroement sheets attached with the document are the part of this document.


District Sub-Register-III
Alipore, South 24-parganas

06 DEC 2024

THIS JOINT VENTURE AGREEMENT FOR DEVELOPMENT is made on the 2nd day of December, Two Thousand Twenty Four

BETWEEN

SRI NILOY SAHA (PAN DDFPS4344C) (Aadhaar No. 9723 2894 4581), son of Sri Nripendra Narayan Saha, by Nationality - Indian, by faith Hindu, by occupation - Business, residing at C-46/1, Ramgarh, Post Office - Naktala, Police Station - Netaji

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No..... ₹10/- Date.....

Name :

Address :

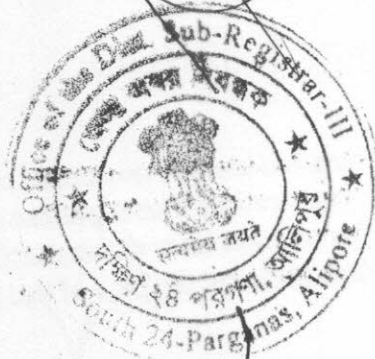
Vendor :

Alipore Collectorate, 24Pgs. (South)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, KOI-27



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE

06 DEC 2024

Identified by me
Abanika Guha
Advocate

Alipore Judge's Court
Kolkata - 700027.

Nagar, Kolkata - 700 047, hereinafter called and referred to **OWNER** (which term of expression unless excluded by or repugnant to the subject or context shall mean and include his heirs, executors, legal representatives and assigns) of the **ONE PART**.

AND

SRI NRIPENDRA NARAYAN SAHA (PAN-DDFPS4343F) (Aadhaar No.5905 8225 2568), son of late Nagendra Narayan Saha, by Nationality - Indian, by faith Hindu, by occupation - Business, residing at C-46/1, Ramgarh, Post Office - Naktala, Police Station - .Netajinagar, Kolkata 700 047, hereinafter called and referred to as the **DEVELOPER** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

WHEREAS :

1. The government of the State of West Bengal, with the intent to rehabilitate the Hindu refugees from East Pakistan (now Bangladesh) acquired a vast quantity of land measuring about 03 cottah 01 chittack in E.P. No. 247, S.P.No. 231, C.S. Dag (plot) No. 29(P)& 28 (P), Mouza - Kamdahari, , J.L. no. 49, Police Station - Regent Park, in the Dist. 24-Parganas under the provisions of LDP Act 1948/L.A. Act 1 of 1894.
2. By an indenture (of gift) executed on 28th day of July, 1992 made between the Governor of the State of West Bengal, referred to therein as the donor of the one part and Bimal Kumar Ghosh, Anil Kumar Ghosh, Sunil Kumar Ghosh , Salil Kumar Ghosh, Amal Kumar Ghosh, Kamal Kumar Ghosh, therein referred to as the donees of the other part, registered in the office of Addl. Dist. Registrar of South 24-Parganas at Alipore and recorded in Book No. I, Volume No. 15, Pages 149 to 152, Being No. 1163 for the year 1992, the said donor therein, for the reason mentioned therein, gave, transferred, granted, assigned and assured to and in favour of

the said donee therein, ALL THAT homestead land measuring about **03** cottah **01** chittack in E.P. No. 247 S.P. No. 231, C.S. Dag (plot) No. 29(P) & 28 (P), Mouza – Kamdahari, J.L. No. 49, Police Station – Regent Park, in the Dist. 24-Parganas (hereinafter referred to as the **SAID PREMISES**).

3. Said Anil Kumar Ghosh alias Anil Kumar Ghosh and his wife Reena Ghosh, both Hindu under Dayabhaga School of Hindu Law, died intestate on 29.09.2002 and 04.03.2019 respectively leaving behind them and survived by his following heirs:-

- (i) Sri Joy Kumar Ghosh (son)
- (ii) Sri Subal Kumar Ghosh (son)
- (iii) Smt. Sutapa Mishra (married daughter)
- (iv) Smt. Sujata Banerjee (married daughter)

4. Upon death of said Anil Kumar Ghosh and Reena Ghosh, the said premises within the ambit of Hindu Law, devolved upon their heirs as aforesaid.

5. Sri Niloy Saha, the owner hereto, by virtue of a deed of sale executed on **03.12.2020**, registered at the office of District Sub-Registrar **M**, at Alipore, South 24 Parganas and recorded in Book No. **1**, volume No. **1602-2020**, Pages **247704** to **247756**, Being No. **160206659** for the year **2020**, purchased from the then owner **and** Bimal Kumar Ghosh, Sunil Kumar Ghosh, Salil Kumar Ghosh, Amal Kumar Ghosh, Kamal Kumar Ghosh, Joy Kumar Ghosh, Subal Kumar Ghosh, Sutapa Mishra and Sujata Banerjee ALL THAT piece and parcel of land measuring **03** cottah **01** chittack, more or less, together with a structure standing thereon, lying and situated E.P. No. 247 S.P. No. 231, C.S. Dag (plot) No. 29(P)& 28 (P), Mouza – Kamdahari, J.L. No. 49, Police Station – Regent Park, in the Dist. 24-Parganas (more fully and particularly described in the first schedule hereunder written).

6. The said premises stands mutated in the name of the owner in the record of the Kolkata Municipal Corporation as premises No. 37, Bidhan Pally, vide Assessee No. 31-112-05-0037-9.
7. The said premises was allotted postal address No. 247, Bidhan Pally, Kolkata – 700 084.
8. The owner, for construction of a G + Three storied building in the said premises, had obtained building plan being No. 2021110266 dated 20.12.2021 from the Kolkata Municipal Corporation.
9. The owner however, due to some unavoidable circumstances, subsequently entered into a joint venture development agreement 1st day of August, 2023 with the developer for construction of the said building in accordance to the said plan for the terms and conditions as mentioned therein.
10. The said joint venture development agreement executed on 1st day of August 2023 was however not registered with any competent authority. The parties hereto, to avoid any complication in future, now, in furtherance of the said unregistered joint venture development agreement, enter into this joint venture development agreement in pursuance of and keeping all the terms and condition of the said joint venture development agreement 1st day of August, 2023 same as hereunder.

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

ARTICLE : I

- 1.1. OWNER : SRI NILOY SAHA
- 1.2. DEVELOPER : SRI NRIPENDRA NARAYAN SAHA
- 1.3. PREMISES : ALL THAT land measuring about 03 cottah 01 chittack lying situated and being the Kolkata Municipal Corporation as premises No. 37, Bidhan Pally, vide assessee No. 31-112-05-0037-9 corresponding to postal address No. 247, Bidhan Pally, within the limit of the Kolkata Municipal Corporation Ward No. 112, Police Station - Regent Park, Kolkata – 700 084, Dist. 24-Parganas (more fully and particularly described in the first schedule hereunder written).
- 1.4. DEVELOPMENT AGREEMENT : The instant agreement made between both parties herein.
- 1.5. POSSESSION : The owner has already delivered to the developer the peaceful vacant well demarcated physical possession of the said premises in entirety free from all encumbrances.
- 1.6. BUILDING : ALL that G + three storied residential building is being built in accordance to the said building plan by the developer at his own cost and expenditure responsibility in accordance to building plan.
- 1.7. PLAN : The building plan as above referred to. With such additions, alterations and modifications as would be deemed necessary by the developer.
- 1.8. ARCHITECT : The person and/or firm to be appointed by the developer for planning, designing and supervising the said building.
- 1.9. ADVOCATE : The person to be appointed by the developer who only look after all legal

matters in connection with the project under this agreement.

- 1.10. OWNER'S ALLOCATION : Save and except the developer's allocation, the area in the building the owner will be entitled (more fully and particularly described in the second schedule hereunder written).
- 1.11. DEVELOPER'S ALLOCATION : Save and except the owner's allocation, the area in the building the developer will be entitled (more fully and particularly described in the third schedule hereunder written).
- 1.12. SALEABLE PORTION : All the portion in the building which can be used independently.
- 1.13. COMMON SERVICE AREAS : All the common service facilities to be enjoyed by both the owner and the developer in the building (more fully and particularly described in the fifth schedule hereunder written).
- 1.14. TRANSFEROR : In context of this agreement the owner in respect of the undivided proportionate share of land pertaining to the developer's allocation.
- 1.15. TRANSFEREE : The purchaser who will purchase flat/space in the building from the areas pertaining to developer' allocation.
- 1.16. TRANSFER : Transfer of proportionate undivided share/interest of land in the premises by the owner attributable to the developer's allocation
- 1.17. CONSIDERATION : Owner's allocation at the cost of the developer will be treated as consideration to be given to the owner against which the owner will transfer the undivided proportionate share of land in the said premises attributable to the developer's allocation

- 1.18. **TIME** : The developer will complete the said building and deliver the peaceful vacant physical possession of the owner's allocation to the owner in complete habitable condition within eighteen months from the date of execution of this agreement. However the developer will be given an extended six months to complete the project in the event of natural calamities.
- 1.19. **POWER OF ATTORNEY** : Owner will execute power of attorney appointing the developer or his nominee as his lawful constituent attorney to do the acts stipulated hereunder.
- 1.20. **COMMON EXPENSES** : The expenses and cost of maintaining after possession the common parts of the building which will be borne or paid proportionately by the owner and the developer and/or their respective nominee (more fully and particularly described in the sixth schedule hereunder written).
- 1.21. **UNDIVIDED SHARE** : The undivided proportionate share or interest in the land of the premises attributable to the developer's allocation.
- 1.22. **PROJECT** : The work of development of the said premises undertaken by the developer.
- 1.23. **UNIT** : Any independent flat in the new building, which is capable of being exclusively owned, used and/or enjoyed by any unit owner and which is not the common portion.
- 1.24. **UNIT OWNER** : Any person who acquires, holds and/or owns and/or agrees to acquire hold and/or own any unit in the building which shall include the owner and the developer for the units held by them from time to time.
- 1.25. **MANNER OF WORK and SPECIFICATIONS** : The materials and accessories which are to be used for construction of the building (more fully and particularly described in the

annexure annexed hereto).

ARTICLE – II

2. OWNER represents as follows :-
 - 2.1. The owner is absolute owner in respect of said premises.
 - 2.2. There is no agreement holder in respect of the said premises.
 - 2.3. There is no tenant in the said premises..
 - 2.4. There is no suits, litigations or legal proceedings in respect of the premises or part thereof.
 - 2.5. No person other than the owner have any right, title and interest of any nature whatsoever in the premises or any part thereof.
 - 2.6. The right, title and interest of the owner in the premises are free from all encumbrances and the owner has a marketable title thereto.
 - 2.7. The premises or any part thereof is not affected by any requisitions or acquisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the owner.
 - 2.8. Neither the premises nor any part thereof has been attached and/or is liable to be attached due to Income Tax, Revenue or any other public demand.
 - 2.9. The owner has not in any way dealt with said the premises whereby the right, title and interest of the owner as to the ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever.
 - 2.10. The owner is fully and sufficiently entitled to enter into this agreement, as on the date of execution of this agreement.

ARTICLE III : OWNER'S RIGHT :

3.1. The owner will get owner's allocation (described in the second schedule hereunder written) without any hindrance from the developer in complete habitable condition in all respect.

ARTICLE IV – OWNER'S OBLIGATION :

4.1. The owner shall rectify all latent defects in the title of the property, if any, at their own costs and expenses.

4.2. The developer shall be entitled to construct and complete the building in accordance with the plan without any interference or hindrance from the side of the owner.

4.3. During the continuance of this agreement the owner will not let out, grant, lease, mortgage and/or create any charge in respect of the premises or any portion thereof without the consent in writing of the developers.

4.4. The owner will execute all deeds of conveyance for conveying the undivided proportionate share of land relating to the developer's allocation in the building in accordance to the terms and conditions stipulated in these presents.

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

4.6. The owner, with the execution of this agreement, will hand over all original documents,

title deeds etc. relating to the said premises to the developer against proper receipt. Those documents will remain with developer till the completion of the building. Thereafter those documents will remain with the flat owner' association.

4.7. The owner will extend all reasonable cooperation to the developer for effecting construction of the said building. None of the owner will create any obstruction during construction of the building.

4.8. The owner shall sell and convey to the developer and/or his nominee the undivided proportionate share in the land contained in the premises appurtenant to the units pertaining to the developer's allocation in the said building and the consideration for the same payable to the developer shall be a part of the cost of construction of the owner's allocation. The cost of preparation, stamping, and registration of the conveyances shall be borne and paid by the purchasers/nominees of the developer's allocated flats or any unit.

4.6. The owner doth herewith execute P O W E R O F A T T O R N E Y nominating and appointing **SRI NRIPENDRA NARAYAN SAHA** (PAN-DDFPS4343F) (Aadhaar No.5905 8225 2568), son of late Nagendra Narayan Saha, by Nationality - Indian, by faith Hindu, by occupation - Business, residing at C-46/1, Ramgarh, Post Office - Naktala, Police Station - .Netajinagar, Kolkata 700 047, to do the following acts, deeds and things in respect of the said premises :-

- i. To develop the said premises by constructing building thereon.
- ii. To represent to the Kolkata Municipal Corporation, KMDA and/or any competent authority.
- iii. To sign the plan and all the relevant papers in respect of the building plan and all other relevant documents relating to the said premises present the same to the Kolkata Municipal

Corporation, KMDA and/or any competent authority.

- iv. To appoint Engineers, Surveyors, Architects, Licensed Building Surveyors and other experts.
- v. To obtain clearances from all government departments and authorities including Fire Brigade, the Kolkata Municipal Corporation, KMDA, Police and the Authorities of Urban Land ceiling and Department, and all other competent authorities as may be necessary.
- vi. To sign and apply for sanction of drainage, water, electricity and other utilities as may be necessary for the convenience.
- vii. To appear before any officer of the Kolkata Municipal Corporation, KMDA or any court or tribunal for assessment of valuation or other purpose in respect of the said building as well as the said property.
- viii. To represent before any court of law.
- ix. To appear and to act in all courts, civil, criminal and tribunal whenever required
- x. To sign and verify complaints and written statements, petitions, objections, memo of appeals, affidavits, and applications of all kind and file those in any court of law.
- xi. To engage and appoint any advocate/pleader or counsel whenever and wherever required.
- xii. To represent to the Registration Office, Land Acquisition Department and any other competent authority for obtaining clearances, if any, in respect of the said property.
- xiii. To settle any dispute arising in respect of the said property.
- xiv. To receive from the intending purchaser or purchasers any earnest money and/or advance or advances and also the balance of purchase money against the said developer's allocation in the building at the said premises and/or part thereof and to give good, valid receipt and discharge for the same which will protect the purchaser or purchasers without seeing the application of the money.

xv. Upon such receipt as aforesaid, to sign, execute and deliver any conveyance or conveyances of the said property and/or part thereof in favor of the said purchaser or his nominee or assignee.

xvi. To sign and execute all other deeds, instruments and assurances which our attorneys shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the said developer's allocation in the building at the said premises and/or part thereof

xvii. To present any such conveyance or conveyances in respect of the said developer's allocation in the building at the said premises and/or part thereof for registration, to admit execution and receipt of consideration before the competent Registration Authority for and to have the said conveyance registered and to all acts, deeds and things which the said attorney shall consider necessary for sale of the said property and/or part thereof to the purchasers as fully and effectually in all respects.

ARTICLE -- V : DEVELOPER'S RIGHT

5.1. The owner hereby grants exclusive right to the developer to build and complete the building within the time mention here.

5.2. The owner hereby grants exclusive right to the developer to commercially exploit the developer's allocation without any obstruction and/or claim from the owner. The developer will have full right and absolute authority to enter into any agreement with any purchaser in respect of the developer's allocation at any price of its discretion and receive advance/consideration in full thereof.

5.3. The developer shall be entitled to occupy and use the premises SUBJECT TO the terms of this agreement and duration of the project. The developer shall be entitled to use the premises

for setting up a temporary site office and/or quarters for its guard and other staff and shall further be entitled to put up boards and signs advertisement in the project and post its watch and ward staff.

5.4. Upon being inducted into the premises, the developer shall be at liberty to do all works as be required for the project and to utilize the existing electricity and water in the premises, at its costs and expenses. The developer shall have the right to obtain temporary connection of utilities for the project and the owner shall sign and execute all papers and documents necessary therefore by the concerned authorities for such utilities required. The owner however will have no liability to pay the said electricity bill as aforesaid and the developer will pay the entire electricity bill during the period of project. The developer will be liable to pay K.M.C. taxes during the construction period in respect of the aforesaid premises more fully described in first schedule hereunder written.

5.5. The developer will be entitled to receive, collect and realise all money out of the developer's allocation without creating any financial and/or legal liability of the owner at any point of time at present and/or in future.

5.6. The developer shall cause such changes to be made in the plans as the architect may approve and/or shall be required by the concerned authorities, from time to time after due approval of the owner in writing.

5.7. The developer will be authorized necessary to apply for and obtain quota of cement, steel, brick and other building materials for construction of the building.

5.8. The developer will be entitled to deliver unit pertaining to the developer's allocation to the intending purchaser.

5.9. The developer will be entitled to transfer to the intending purchaser the undivided proportionate share of land in the premises attributable to the developer's allocation by virtue of the Power of Attorney to be given by the owner to the developer

5.10. The developer will be entitled to make publicity and advertisement in all possible manners for the benefit of commercial exploitation of the developer's allocation in the building.

5.11. The owner shall give such co-operation to the developer and sign all papers, confirmation and/or authorities as may be reasonably required by the developer from time to time, for the project, at the cost and expenses of the developer.

ARTICLE - VI : DEVELOPER'S OBLIGATION :

6.1. The developer will deliver the owner's allocation in complete habitable condition to the owner within eighteen months from the date of execution of this agreement. Notwithstanding the developer will be entitled to another six months as extended time to complete the project.

6.2. All costs, charges and expenses for construction of the building and/or the development of the said premises shall exclusively be borne and paid by the developer.

6.3. The developer will complete the owner's allocation with the specification annexed hereto. The owner will have to pay money for any extra work not averred in the annexure.

6.4. The developer shall construct the building with standard materials available in the market.

6.5. The developer will bear all cost arising out of the construction of the building.

6.6. The developer will bear all the taxes and impositions on the premises and/or part thereof

arrear and present from the date of execution and registration of this agreement till it delivers the owner's allocation to the owner.

6.7. The developer shall abide by all the safety norms during construction of the proposed building and follow all statutory and legal norms and keep the owner indemnified.

6.8. The developer and/or his nominees/intending buyers will be entitled to take loan from any financial institution and/or any bank in respect of the developer's allocation without infringing the owner's right and interest of the property in any manner whatsoever and the owner will not be liable in any manner for the outstanding loans of the developer.

6.9. The developer shall bear, pay and discharge all costs, charges and expenses relating to or in any way connected with the construction of the said building and development of the said premises including charges for other bodies and the owner shall have no liability whatsoever in this context.

ARTICLE VII : OWNER'S INDEMNITY :

7.1. The developer will indemnify the owner against all claims, actions, suits and proceedings arising out of any acts of the developer in connection with the construction of the building.

7.2. The developer will indemnify and keep the owner indemnified in respect of all costs, expenses, liberties, claims, and/or proceedings arising out of any acts done in pursuance of the authorities as aforesaid.

7.3. The developer will keep the owner saved harmless and indemnified in respect of any loss, damages, costs, claims, charges and proceedings that may arise during construction of the building.

7.4. The developer will indemnify the owner against all claims or demand that may be made due to anything done by the developer during the construction of the said building.

7.5. The developer will indemnify the owner against all claim and demands of the suppliers, contractors, workmen and agents of the developer on the account whatsoever include any accident of other loss.

7.6. The developer will indemnify the owner against any demand and/or demand/claim made by the unit holder in respect of the developer's allocation.

ARTICLE VIII : COMMON UNDERSTANDINGS :

8.1. The owner shall be solely and exclusively entitled to the owner's allocation and the developer shall be solely and exclusively entitled to the developer's allocation.

8.2. The owner's allocation shall be constructed by the developer for and on behalf of the owner. The rest of the building shall be constructed by the developer for and on behalf of himself.

8.3. The owner and the developer shall be entitled absolutely to their respective allocation and shall be at liberty to deal therewith in any manner they deem, fit and proper SUBJECT HOWEVER TO the general restrictions for mutual advantage inherent in the ownership flat schemes. They will also be at liberty to enter into agreement for sale of their respective allocations SAVE THAT insofar as the same relates to common portions (as described in the fourth schedule hereto, common expenses and other matter of common interest, the owner and the developer shall adopt the same covenants and restrictions. The form of such agreement to be utilized by the parties shall be such as be drawn by the advocates in consultation with the parties hereto, but the same shall be in accordance with the practices prevailing in respect of

ownership flat buildings in Kolkata.

8.4. The owner shall be entitled to all monies that be received from the unit owner of the owner's allocation whether the same by way of earnest money, part consideration, construction cost, sale price and/or otherwise and the developer shall be entitled to all such monies receivable in respect of the developer's allocation PROVIDED HOWEVER that the monies payable and/or deposits for common purposes and common expenses shall be receivable only by the developer from all the unit so owner till formation of the society or any other association of the unit owner.

8.5. The developer will provide electricity connection for the entirety of the building including the owner's allocation and the owner shall reimburse the developer proportionately, the total of deposits and expenses as be required to obtain electricity from the WBSEDCL.

8.6. If so required by the developer, the owner shall join and/or cause such persons as may be necessary to join as a confirming parties in any documents conveyance and/or any other documents of transfer that the developer may enter into with any person who desire to acquire units comprised in the developer's allocation and similarly, the developer shall join in respect of the owner's allocation.

ARTICLE IX : COMMON RESTRICTIONS :

9.1. Neither party shall use or permit to use their respective allocations in the new building for carrying any activity detrimental to the peaceful living of the occupiers of the building.

9.2. Neither party shall demolish or permit to demolish any wall or make any structural alteration to the building.

9.3. Both parties shall abide by all laws, bye-laws, rules and regulations of the competent

authority in enjoying the occupation of the building.

9.4. Both parties will jointly form an ad-hoc common body/committee to look after the maintenance of the building. But with the owner takes possession of the owner's allocation and the developer sell major parts of the developer's allocation, the developer will have no liability to the said committee and/or any association to be formed.

9.5. Neither party shall use or permit to use of their respective allocation or any portion of the new building for storing articles which may be detrimental to the free ingress and egress to the building or part thereof.

9.6. Both parties will allow the said association or the common person to enter into their respective allocation for maintenance of the building upon giving notice in writing.

9.7. Both parties will bear proportionate tax, maintenance cost, day to day expenditure of their respective allocation.

ARTICLE X : MISCELLANEOUS :

10.1. The owner and the developer have entered into this agreement purely as a contract and nothing herein shall deem to construct a partnership between the parties in any manner whatsoever.

10.2. Save and except this agreement no agreement and/or oral representation between the parties hereto exists or will have any validity.

10.3. The owner allocation and the developer's allocation in the building will be demarcated after obtaining the building plan from the competent authority.

10.4. Nothing in these presents shall be constrained as a demise or assignment or conveyance in land by the owner of the said premises or any part thereof to the developer or in creating any right, title or interest in respect thereof to the developer save and except to commercially explore the same in terms hereof by constructing the buildings on the said premises and to deal with the developer allocation in the building in the manner herein stated without creating any liability financial or otherwise whatsoever upon the owner.

ARTICLE XI : FORCE MAJURE :

11.1. The developer will make plan and complete the owner's allocation within the stipulated period unless he is prevented by the circumstances like natural calamities, dearth of labourer, want of building materials etc. which may be found beyond control of the developer.

ARTICLE XIII : ARBITRATION :

13.1. All disputes and differences between the parties hereto in any way relating to and/or arising out of this agreement shall be referred to such person or persons as be mutually accepted, failing which two Arbitrators, one to be appointed by each of the parties. The Arbitrators shall be entitled to appoint an umpire. Such Arbitration shall otherwise be in accordance with the Arbitration and Conciliation Act 1996. No parties will have the prerogative to proceed to any court without invoking the arbitration clause as averred.

ARTICLE XIV : STATUTORY PROVISION AS IMPOSED BY THE REGISTRATION AUTHORITY:

14.1. Be it noted that by the development agreement and the related development power of attorney, the developer shall only be entitled to receive consideration money by executing agreement/final document for transfer of property as per provisions laid down in the said

document as the developer without getting any ownership of any part of the property under schedule. This development agreement and related development power of attorney shall never be treated as transfer of property between the owner and the developer in any way. This clause shall have overriding effect to anything written in the documents in contrary to this clause

ARTICLE XII : JURISDICTION :

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

THE FIRST SCHEDULE AS REFERRED TO ABOVE (description of the said premises)

ALL THAT homestead land measuring about 03 cottah 01 chittack, lying, situated at and being the Kolkata Municipal Corporation Premises No. 37, Bidhan Pally, corresponding to postal address No. 247, Bidhan Pally, within the jurisdiction of the Kolkata Municipal Corporation Ward No. 112, Assessee No. 31-112-05-0037-9, Police Station - Regent Park, Kolkata - 700 084, District : South 24-Parganas, butted and bounded as follows :-

On the North	:	by plot in E.P. No. 246,
On the South	:	by plot in E.P. No. 248,
On the East	:	by 15 feet wide colony road,
On the West	:	by plot in E.P. No. 256,

THE SECOND SCHEDULE AS REFERRED TO ABOVE (OWNER'S ALLOCATION)

Save and except the developer's allocation as described in the third schedule hereunder, the

owner will get **50%** of building comprises the entire **first floor** and **50% of the third floor** (North East Side) and **50%** of the **car parking space** and **one** shop at the ground floor in the **G+3** storied building along with undivided proportionate rights on the common areas and facilities attached thereto TOGETHER WITH undivided proportionate share and interest in the land underneath at the Kolkata Municipal Corporation Premises No. 37, Bidhan Pally, corresponding to postal address No. 247, Bidhan Pally, within the jurisdiction of the Kolkata Municipal Corporation Ward No. 112, Police Station - Regent Park, Kolkata - 700 084, District : South 24-Parganas.

The common areas in the building and/or the said premises will be used in common with the developer.

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

SAVE and except the owner's allocation as described in the second schedule hereinabove the developer will get **50%** of building comprises entire second floor and **50% of the third floor** (South east side) and **50%** of the car parking space and one shop in the proposed **G+3** storied building along with undivided proportionate rights on the common areas and facilities attached thereto TOGETHER WITH undivided proportionate share and interest in the land underneath at the Kolkata Municipal Corporation Premises No. 37, Bidhan Pally, corresponding to postal address No. 247, Bidhan Pally, , within the jurisdiction of the Kolkata Municipal Corporation Ward No. 112 , Police Station - Bansdrone (previously Regent Park), Kolkata - 700 084, District : South 24-Parganas.

The common areas in the building and/or the said premises will be used in common with the owner.

THE FOURTH SCHEDULE AS REFERRED TO ABOVE
(common areas)

Ultimate Roof,
 R. C. C. Columns,
 Under ground water reservoir,
 Overhead water tank, boundary wall.
 Space for meter and pump,
 Passage, courtyard, open areas with all easement rights,
 Septic tank,
 Stair and stair case, stair top room,
 Electric installations
 Lift facility available
 And all other reasonable areas in the building and/or in the said premises.

THE FIFTH SCHEDULE AS REFERRED TO ABOVE
(common expenses to be effected from the date of transfer)

Expenses for maintaining, repairing, redecorating the building and/or part thereof and pending taxes and duties
 Expenses for lighting of the common areas and/or part thereof.
 Expenses for cleaning the common areas.
 Salaries of darwan, caretaker and/or other persons whose appointment may be considered necessary for maintenance and protection of the building or part thereof and those will be decided by the association upon its formation.

IN WITNESSES WHEREOF the parties hereto have put their respective hands and seal on

these present son the day month and year first above written.

WITNESSES:

1. Abanika Guha.
Alipore Judges
Court

2.

Nityu - Saha
(OWNER)

Nilipantoo Nilgagan Saha
(DEVELOPER)

Drafted by me and prepared in my office

Santanu Singh
SANTANU SINGHA,

Advocate (WB/785/1992),

Alipore Judges,

Bar Library No. 2,

Kolkata - 700 027.

ANNEXURETechnical specificationScope of works & Amenities inside the Flat

FOUNDATION :

The foundation of the building shall be reinforced cement concrete.

STRUCTURE :

The main structure of the building shall be of reinforced cement concrete frame structure comprising of R.C.C. Columns beams slabs etc.

ELEVATION :

Attractive designed front elevation with exclusive finish.

WALLS :

The external walls of the building be 200/125 mm thick brick and partition wall inside the flats shall be of 75 mm and 125 mm thick,. Both to be bounded with cement mortar.

PLASTERING :

All internal surface shall be plastered with cement sand finished with putty. All external walls shall be plastered with cement and sand and painted with cement paints of reputed make.

FLOORING AND SKIRTING :

All and other flooring and skirting inside the flat including the balcony shall be made with marble with cut pieces price with in Rs. 50/- per sqft. The toilets shall have 6' glazed white ceramic tiles with marble flooring. The kitchen will have marble flooring with situ gray.

DOORS :

All doors frame will be made of sal wood. All door shall be commercial water proof flush type affixed on proper timber frame painted with primer paint. Toilets will have P.V.C. door. The main door shall be provided with one magic eye, Godrej lock, Door stopper, chitkani and Main door have one handle.

WINDOWS :

All window shall be aluminum siding with steel box integrated grill and will be fitted with glass. The developer will provide outside grill to the windows and balcony covered by 3' grill.

TOILET FITTINGS :

All toilets will have marble flooring. All, toilets be provided with concealed plumbing for water. Each bath room shall have European W.C. or Indian type pan which the purchaser/owner will choose, one cistern and one basin. Each toilet will have concealed stop cock, bib cocks and shower only one with Geyser provision. The commode and the basin will have white colour brand parry ware.

KITCHEN FITTINGS/FIXTURES :

The kitchen will have marble flooring The kitchen shall have black stone cooking platform with green marble top 3' dodo ceramic tiles on cooking slab should be provided with one sink inside the kitchen.

ROOF : Proper roof treatment with water proofing.

STAIRS : All landings and steps of the stair-case will be of cota tiles /marble.

ELECTRICALS : Meter-Individual meter to be fitted by individual costing.

Individual meter standing in the name of the individual owner to be installed in the common meter space at the responsibility and costs of the purchaser. Individual meter standing in the

name of the individual owner to be installed in the common meter space at the responsibility and costs of the developer.

All electrical lines, to be concealed having quality copper wires of proper gauge with earthing arrangements all switch boards to be of PVC with in front cover of parapet sheet with switch/plus/sockets etc. are to be provided on all electrical points.

ELECTRICAL POINTS :

Bed Rooms : Three light points, one fan point, two multi-plug point (5 Amps) computer points, one A.C. point in one bed room only.

Toilets : One light point, one exhaust fan point, 15 Amps, one Geezer point .

Living/Dining Room : Three light points, one fan point two plug point (5 amps), one T.V. point and one Refrigerator point.

Kitchen : Aqua guard point and exhaust point with a 15amp. Point, Two light point

Stairs : One light point in each landing.

Roofs' : Two light points

Ground floor : Adequate light points.

WATER SUPPLY ;

One underground water reservoir for storing the Kolkata Municipal Corporation supplied water and two overhead water reservoir of Patton 750ltr. 2 pcs. are to be provided with adequate horse power capacity of pump of reputed make.

The owner will not pay any extra charge for the building and for getting the specification as annexed hereto. But they have to pay extra money for any extra work other than what are stated in hereto.

		Thumb	1 st finger	Middle finger	Ring finger	Small finger
PHOTO	Left hand					
	Right hand					

Name.....

Signature.....



		Thumb	1 st finger	Middle finger	Ring finger	Small finger
Left hand						
Right hand						

Name... Nilay. Saha

Signature... Nilay - Saha

		Thumb	1 st finger	Middle finger	Ring finger	Small finger
	Left hand					
	Right hand					

Name... KRISHNENDU NARAYAN SAHA

Signature... Krishnendu Narayan Saha

		Thumb	1 st finger	Middle finger	Ring finger	Small finger
PHOTO	Left hand					
	Right hand					

Name.....

Signature.....

Major Information of the Deed

Deed No :	I-1603-20547/2024	Date of Registration	06/12/2024
Query No / Year	1603-2003037905/2024	Office where deed is registered	
Query Date	01/12/2024 12:20:00 PM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	AMIT MALIK Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9674497055, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 52,66,877/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,030/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



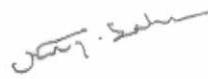
District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bidhan Pally, , Premises No: 37, , Ward No: 112 Pin Code : 700084

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		3 Katha 1 Chatak	52,36,877/-	Width of Approach Road: 15 Ft.,
Grand Total :				5.0531Dec	0 /-	52,36,877 /-	




Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	0/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	0 /-	30,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr NILOY SAHA Son of Mr NRIPENDRA NARAYAN SAHA Executed by: Self, Date of Execution: 06/12/2024 , Admitted by: Self, Date of Admission: 06/12/2024 ,Place : Office	Photo  06/12/2024	Finger Print  Captured LTI 06/12/2024	Signature  06/12/2024
C-46/1, RAMGARH, City:- Kolkata, P.O:- NAKTALA, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX1 , PAN No.:: DDxxxxxx4C, Aadhaar No: 97xxxxxxxx4581, Status :Individual, Executed by: Self, Date of Execution: 06/12/2024 , Admitted by: Self, Date of Admission: 06/12/2024 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr NRIPENDRA NARAYAN SAHA (Presentant) Son of Late NAGENDRA NARAYAN SAHA Executed by: Self, Date of Execution: 06/12/2024 , Admitted by: Self, Date of Admission: 06/12/2024 ,Place : Office	Photo  06/12/2024	Finger Print  Captured LTI .06/12/2024	Signature  06/12/2024
Son of Late NAGENDRA NARAYAN SAHA C-46/1, RAMGARH, City:- Kolkata, P.O:- NAKTALA, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX5 , PAN No.:: DDxxxxxx3F, Aadhaar No: 59xxxxxxxx2568, Status :Individual, Executed by: Self, Date of Execution: 06/12/2024 , Admitted by: Self, Date of Admission: 06/12/2024 ,Place : Office				

Identifier Details :

Name	Photo	Finger Print	Signature
Mrs ABANTIKA GUHA Daughter of Mr JAYANTA GUHA ALIPORE JUDGES COURT, City:- Kolkata, P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 06/12/2024	 Captured 06/12/2024	 06/12/2024
Identifier Of Mr NILOY SAHA, Mr NRIPENDRA NARAYAN SAHA			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr NILOY SAHA	Mr NRIPENDRA NARAYAN SAHA-5.05312 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr NILOY SAHA	Mr NRIPENDRA NARAYAN SAHA-100.00000000 Sq Ft

Endorsement For Deed Number : I - 160320547 / 2024

On 06-12-2024

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

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

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

Presented for registration at 13:32 hrs on 06-12-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr NRIPENDRA NARAYAN SAHA ,Claimant.

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 52,66,877/-

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

Execution is admitted on 06/12/2024 by 1. Mr NILOY SAHA, Son of Mr NRIPENDRA NARAYAN SAHA, C-46/1, RAMGARH, P.O: NAKTALA, Thana: Jadavpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Business, 2. Mr NRIPENDRA NARAYAN SAHA, Son of Late NAGENDRA NARAYAN SAHA, C-46/1, RAMGARH, P.O: NAKTALA, Thana: Jadavpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Business

Indetified by Mrs ABANTIKA GUHA, , , Daughter of Mr JAYANTA GUHA, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/12/2024 8:13PM with Govt. Ref. No: 192024250304375558 on 05-12-2024, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 4515709978227 on 05-12-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 7,020/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 4460, Amount: Rs.10.00/-, Date of Purchase: 05/11/2024, Vendor name: S DAS
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/12/2024 8:13PM with Govt. Ref. No: 192024250304375558 on 05-12-2024, Amount Rs: 7,020/-, Bank: SBI EPay (SBlePay), Ref. No. 4515709978227 on 05-12-2024, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2024, Page from 529991 to 530023
being No 160320547 for the year 2024.



Dhar

Digitally signed by Debasish Dhar
Date: 2024.12.06 17:11:18 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 06/12/2024
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.