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Certified that the document is submitted to
Registration. The signature sheets and the
endorsement sheets attached with the
document are the part of this document.

District Sub-Registrar-II
Alipore, South 24-Parganas

20 SEP 2024

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made this the
20th day of September 2024 (Two Thousand Twenty-Four) BETWEEN;

District Sub Registrar-III
Alipore, South 24 Parganas
20 SEP 2024



VENDOR SIGNATURE
A. K. SAMAJPATI
ALIPORE JUDGES COURT
NO. 1739
DATE 09 SEP 2024
RS 1000

09 SEP 2024

SRI NITYANANDA DEY, having PAN : AEVPD1892C, Aadhaar No.6407 8207 1836, son of Late Kalipada Dey, by creed : Hindu, Indian by National, by occupation : Retired, residing at P-25, Nayabad, Post Office : Mukundapur, Police Station : Purba Jadavpur, Kolkata : 700099, District : 24 Parganas (South), hereinafter called and referred to as "the **OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

MEHRA REALTY, having PAN : ACAFM5634N, having its registered Office at 7A, Satyen Dutta Road, 4th Floor, Post Office : Sarat Bose Road, Police Station : Tollygunge, Kolkata : 700029, being represented by its Partners viz. (1) **SMT. AASHNA MEHRA**, having PAN : CKLPM4896B, Aadhaar No.2878 7154 9917, daughter of Sri Rajesh Mehra, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at Flat No.303, 27A, Dr. K.D. Mukherjee Road, Post Office : Behala, Police Station : Parnasree, Kolkata : 700060, District : 24 Parganas (South) and (2) **SMT. SHALOO MEHRA**,

having PAN : AEIPM6254N, Aadhaar No.7128 1246 8400, wife of Sri Rajesh Mehra, by faith : Hindu, by nationality : Indian, by occupation : Business residing at Flat No.303, 27A, Dr. K.D. Mukherjee Road, Post Office : Behala, Police Station : Parnasree, Kolkata : 700060, District : 24 Parganas (South), hereinafter called and referred to as "the **DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor-in-office and assigns) of the **OTHER PART**.

WHEREAS originally one Arjun Porel got **ALL THAT** piece and parcel of Sali land measuring about 6.87 Acres more or less, lying and situated at Mouza : Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, under R.S. Khatian No.89, appertaining to R.S. Dag No.137, within the limits of the then Garfa Gram Panchayet thereafter the Calcutta Municipal Corporation now the Kolkata Municipal Corporation, District : previously 24 Parganas at present 24 Parganas (South) from the Executors of "**SWARNOMOYEE DASEE ESTATE**" of Sachindra Nath.

AND WHEREAS the name of said Arjun Porel had been mutated in the Revisional Record of Rights in respect of his aforesaid

property with the Office of the B.L. & L.R.O. and since then has been possessing the same uninterruptedly without any objection from any corporation by paying necessary rents and khajnas to the said Authority.

AND WHEREAS while absolutely seized and possessed of the aforesaid property as Owner thereof, said Arjun Porel sold, transferred and conveyed land measuring about 1 (One) Bigha more or less out of his aforesaid property unto and in favour of one Smt. Jharna Mukherjee by virtue of a registered Deed of Bengali Kobala dated 9th April, 1980 for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered in the Office of the Sub-Registrar at Alipore, 24 Parganas and recorded in Book No.1, Volume No.64, Pages 95 to 98, Being No.1774 for the year 1980.

AND WHEREAS after such purchase said Smt. Jharna Mukherjee became the sole and absolute Owner of the aforesaid property and absolutely seized and possessed of the same as Owner thereof.

AND WHEREAS while absolutely seized and possessed of the aforesaid property as Owner thereof, said Smt. Jharna

Mukherjee divided and/or segmented her aforesaid entire property into several small plots of land after providing necessary roads and common passage thereto for egress and ingress therefrom and mark those plots of land with several numbers for their proper identification with an intention to sell those plots of land to the prospective Buyer/s for consideration.

AND WHEREAS thereafter said Smt. Jharna Mukherjee through her constituted Attorney Nirmal Kanti Chowdhury sold, transferred and conveyed one of such plot of land being Plot No.25 containing land measuring about 5 (Five) Cottahs more or less out of her aforesaid property unto and in favour of one Pradip Kumar Chowdhury by virtue of a registered Deed of Conveyance dated 30th October, 1986 for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered in the Office of the District Sub-Registrar at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.358, Pages 435 to 445, Being No.18186 for the year 1986.

AND WHEREAS after such purchase said Pradip Kumar Chowdhury became the sole and absolute Owner of the aforesaid property and while absolutely seized and possessed of

the same as Owner thereof, he sold, transferred and conveyed land measuring about 2 (Two) Cottahs 8 (Eight) Chittacks more or less being Plot No.25A out of his aforesaid property unto and in favour of one Nityananda Dey by virtue of a registered Deed of Conveyance dated 15th January, 1998 for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered in the Office of the District Sub-Registrar - II at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.82, Pages 271 to 282, Being No.3140 for the year 1999.

AND WHEREAS by way of purchase said Nityananda Dey became the sole and absolute Owner of the aforesaid property and constructed R.T. shed structure having an area of 100 (One Hundred) Square Feet more or less upon his aforesaid property and started living therein with the members of his family.

AND WHEREAS the name of said Nityananda Dey had been mutated with the Office of the B.L. & L.R.O. in respect of his aforesaid property vide Memo No.18/Mut/2559/BLLRO/ATM/Kasba/18 dated 11th May, 2018 being Mutation Case No.679 of 2018 and after such mutation his name was recorded under L.R. Khatian No.2098, appertaining to L.R. Dag No.137 and

ally published the same and he used to pay the necessary rents and khajnas to the said Authority.

AND WHEREAS thereafter said Nityananda Dey duly converted the nature of his aforesaid property from "SALI" to "BASTU" with the Office of the B.L. & L.R.O. vide Memo No.17/1767/BL & LRO/KOL dated 19th June, 2024 being Conversion Case No.CN/2024/1630/ 1674.

AND WHEREAS the name of said Nityananda Dey had been mutated with the Office of the Kolkata Municipal Corporation in respect of his aforesaid property and after such mutation, the aforesaid property known and numbered as Municipal Premises No.744, Nayabad (mailing address Nayabad, Green Club), Police Station : Jadavpur, Kolkata : 700099, under Ward No.109, bearing Assessee No.31-109-08-0744-8, District : 24 Parganas (South) and he used to pay the necessary taxes to the said Authority.

AND WHEREAS in the manner stated above, said Nityananda Dey, the Party hereto of the One Part herein, became the sole and absolute Owner of the aforesaid property i.e. **ALL THAT**

piece and parcel of land measuring about 2 (Two) Cottahs 8 (Eight) Chittacks more or less together with R.T. shed structure having an area of 100 (One Hundred) Square Feet more or less standing thereon being Plot No.25A, situate and lying at Mouza : Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, under R.S. Khatian No.89, corresponding to L.R. Khatian No.2098, appertaining to R.S. & L.R. Dag No.137, being known and numbered as Municipal Premises No.744, Nayabad, Police Station : Jadavpur, Kolkata : 700099, within the limits of the Kolkata Municipal Corporation, under Ward No.109, bearing Assessee No.31-109-08-0744-8, District : 24 Parganas (South), hereinafter called and referred to as "the **SAID PROPERTY/PREMISES**", morefully described in the **FIRST SCHEDULE** hereunder written and since then has been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS the Owner has declared and represented as under :-

1. The property of the Owner is absolutely free from all encumbrances, mortgages, attachments, lien and lispendences whatsoever and howsoever.

That the said property does not attract the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 or any other enactment at present in vogue.

3. That the Owner is not defaulter in payment of tax or any other statutory liability leading to first charge or to attachment and/or sale of the said property under Public Demands Recovery Act.
4. That the Owner has not heretofore entered into any Agreement for Sale of the said property or any portion thereof nor has he bounds himself by any such condition as would lead to a proceeding under Specific Relief Act in relation to the said property or any portion thereof.
5. That he has absolute right and indivisible title and absolute power and authority to deal with his said property and every part thereof in any manner he may prefer.

AND WHEREAS the Owner is desirous to have his said property developed for better utilization of the space available therein.

AND WHEREAS the Owner was in search of a Developer, who has sufficient funds and due experience and having necessary

infrastructure and interest to promote and develop the said property by constructing a proposed Building/s by investing necessary funds required for the purpose of construction and other incidentals thereof.

AND WHEREAS the Developer approached the Owner with the proposal that it would be able to construct a proposed Building/s upon the said property consisting of several Flat/s, Car Parking Space/s and other space/s as per Building Rules & Regulations of the Kolkata Municipal Corporation in accordance with the sanction Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation with its own funds and resources.

AND WHEREAS to avoid ambiguity and future disputes as to the meaning of repeated use of some words, phrases and/or expression in these presents, the Parties hereto have agreed to define the said words, phrases and/or expressions as follows :-

ARTICLE : "I"

(DEFINITIONS)

1. **OWNER :-**

Shall mean **SRI NITYANANDA DEY**, son of Late Kalipada Dey of P-25, Nayabad, Post Office : Mukundapur, Police

Station : Purba Jadavpur, Kolkata : 700099, District : 24 Parganas (South) and his heirs, executors, administrators, legal representatives and assigns.

2. **DEVELOPER :-**

Shall mean **MEHRA REALTY**, having its registered Office at 7A, Satyen Dutta Road, 4th Floor, Post Office : Sarat Bose Road, Police Station : Tollygunge, Kolkata : 700029, District : 24 Parganas (South), being represented by its Partners viz. (1) **SMT. AASHNA MEHRA**, daughter of Sri Rajesh Mehra of Flat No.303, 27A, Dr. K.D. Mukherjee Road, Post Office : Behala, Police Station : Parnasree, Kolkata : 700060, District : 24 Parganas (South) and (2) **SMT. SHALOO MEHRA**, wife of Sri Rajesh Mehra of Flat No.303, 27A, Dr. K.D. Mukherjee Road, Post Office : Behala, Police Station : Parnasree, Kolkata : 700060, District : 24 Parganas (South) and its successors-in-office and assigns.

3. **THE SAID PROPERTY :-**

Shall mean **ALL THAT** piece and parcel of land measuring about 2 (Two) Cottahs 8 (Eight) Chittacks more or less

together with R.T. shed structure having an area of 100 (One Hundred) Square Feet more or less standing thereon being Plot No.25A, situate and lying at Mouza : Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, under R.S. Khatian No.89, corresponding to L.R. Khatian No.2098, appertaining to R.S. & L.R. Dag No.137, being known and numbered as Municipal Premises No.744, Nayabad, Police Station : Jadavpur, Kolkata : 700099, within the limits of the Kolkata Municipal Corporation, under Ward No.109, bearing Assessee No.31-109-08-0744-8, District : 24 Parganas (South).

4. **BUILDING PLAN :-**

Shall mean and include the sanction Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation and all other drawings, specifications for construction, maps or revised Plan as shall be sanctioned in the name of the Owner by the Kolkata Municipal Corporation and/or other relevant Authority for the purpose of development of the land and construction of multistoried Building/s thereon consisting of several residential Flat/s and Car Parking Space/s and other

space/s etc. on the said property and/or modification thereof made or caused by the Developer in the name of the Owner duly signed by the Owner or his duly authorized agents or Attorney and approved.

5. **ARCHITECT/L.B.S.** :-

Shall mean a qualified Architect/L.B.S., who will be appointed by the Developer for development of the said property or any other Architects as may be appointed from time to time by the Developer and the Developer shall inform the Owner of such appointment.

6. **BUILDING** :-

Shall mean the proposed multistoried Building/s to be constructed on the said property as per sanction Plan, which is to be sanctioned from the Kolkata Municipal Corporation and drawings and specifications of constructions, morefully described in the **FOURTH SCHEDULE** hereunder written.

7. **OWNER'S ALLOCATION** :-

Shall mean that in this project the Owner shall be given at the first instance free of cost 50% of the total F.A.R. out

of 100% of the total F.A.R. of the proposed Building/s in finished, complete and in habitable condition, which is to be provided from 50% in the Ground Floor, entire First Floor and one Flat on the Third Floor at its Southern side according to the sanction Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein provided morefully described in the **SECOND SCHEDULE** hereunder written. The Owner shall be given the aforesaid allocation in lieu of his said property being allowed for development by the Developer and the aforesaid Owner's allocation will be demarcated on each floor by mutual consent, after getting the Building Plan sanctioned from the Kolkata Municipal Corporation by written correspondences and such correspondences shall be kept and treated as part of this Agreement.

8. **DEVELOPER'S ALLOCATION :-**

Shall mean the rests and remaining 50% of the total F.A.R. out of 100% of the total F.A.R. of the proposed Building/s in finished, complete and in habitable

condition save and except the Owner's allocation i.e. 50% in the Ground Floor, entire Second Floor and one Flat on the Third Floor at its Northern side together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein provided and the Developer shall have the right to sell, lease out and/or rent out the same in whole or in part together with proportionate undivided share in the of land of the said property, morefully described in the **THIRD SCHEDULE** hereunder written, with right to enter into Agreement for Sale of Flat/s, Car Parking Space/s and other space/s with right on common areas and spaces to the intending Flat Buyers and to take advances and total consideration from them without any objection or interruption from the Owner but at its own risk, responsibility and liability and such intending Buyers and/or Purchasers shall have no claim and/or demand against the Owner herein and/or the property under development.

9. **SALEABLE AREA :-**

Shall mean the Flat/s, Car Parking Space/s and other space/s in the proposed Building/s, which are available

for independent use and occupation of the Transferees and/or Purchaser/s together with the undivided proportionate share in the land areas of the Building/s and the common areas provisions utilities and facilities attached therein required for such independent user.

10. **COMMON AREAS AND FACILITIES :-**

Shall mean unless the context otherwise require, entrance, corridors all ways paths, stair ways, staircase and its landing, lift, driveways, common lavatories, pump rooms, watchman room, overhead and underground water tank, septic tank, boundary wall, water pump motors and other facilities, which may be used and enjoyed in common by all the occupants or Flat/s, Car Parking Space/s and other space/s of the Building/s as required for the maintenance and/or management of facilities of the Building/s and also the items specified in Section 3(d) of the West Bengal Apartment Ownership Act, 1972.

COMMON EXPENSES :-

Shall mean unless the context otherwise require all the expenses, ground rents, property maintenance charges

dues and outgoings and all other common expenses within the meaning of the West Bengal Apartment Ownership Act, 1972 in respect of the Flat/s as may be determined jointly by the Owner and the Developer until an Association is formed by the Transferees and/or Purchasers of the said Flat/s in the Building/s to be constructed thereon. It is to be mentioned here that from the date of sign of this Development Agreement till receiving the occupancy certificate from the Kolkata Municipal Corporation all taxes, expenses, ground rents, property taxes, maintenance charges etc. shall be borne by the Developer but prior to execution of this Agreement all taxes and rents in respect of the said property to be cleared by the Owner.

12. **SUPER BUILT UP AREA :-**

Shall mean the built up area of a Flat together with its proportionate share in the staircase, lift, landing, passage and like share in all constructed areas and each such Flat shall be entitled to all advantages and right of user in common of all the Flat/s/spaces shall the common areas.

common utilities as may be provided in the proposed Building/s.

13. **TOGETHER** :-

With its grammatical variation shall mean the transfer by way of sale of the Flat/s, Car Parking Space/s and spaces, excepting the Owner's allocation, to be transferred by the Developer for consideration to the intending Transferees and/or Purchasers of Flat/s and Spaces in the Building/s to be constructed thereon.

14. **TRANSFEE(S)/PURCHASER(S)** :-

Shall mean the person, Firm, Limited Company, Association of persons or any other Legal Body to whom any Flat/s and Car Parking Space/s in the proposed Building/s to be constructed thereon will be transferred.

15. A. Words imparting singular shall include plural and vice-versa.
- B. Words imparting masculine gender shall include feminine and neuter gender and similarly words imparting neuter gender shall include masculine and feminine genders.

ARTICLE : "II"
(TITLE AND DECLARATION)

1. The Owner hereby declares that he has good and absolute right, title and interest in the said property as mentioned in the **FIRST SCHEDULE** hereunder written without any claim of any right, title or interest of any person/s adversely against them. The Developer is free and at liberty to make such investigations with regard to the title of the Owner and has satisfied itself with the right, title and interest of the Owner. Simultaneously of with the signing of this Agreement, the Owner has handed over khas, peaceful, vacant possession of the said property and the Developer has taken khas, peaceful, vacant possession of the said property.
2. The Owner hereby undertakes and assures that the Developer will be entitled to construct and complete the entire proposed Building/s and the Developer will be further entitled to transfer by way of sale, lease out and rent out without having any liability of the Owner of the Developer's allocation in one lot or in several lots with proportionate undivided share in the land of the said

property without any interference of or from the Owner or any other person/s claiming through under or in trust for the Owner. The sale proceeds of the salvage of the existing structure shall be credited to the Developer and the Owner shall have no claim to the said sale proceeds.

ARTICLE : "III"

(EXPLORATION AND DEVELOPMENT RIGHTS)

The Owner hereby grants exclusive right to the Developer to build up and accept the said property for the construction of the proposed Building/s and the Developer shall be entitle to enter into Contract or Agreement with any person/s, Company/ies or Concern/s at its own risk and responsibility without encumbering the said property of the Owner in any manner whatsoever and such person/s, company/ies or concern shall have no claim, charge or lien against the Owner and/or the property under development.

ARTICLE : "IV"

(POWER OF ATTORNEY)

The Owner shall grant to the Developer or its Partners, after settlement and demarcation of the Owners' allocation, such irrevocable registered General Power of Attorney in favour of the

Developer or its Partners as may be required for the purpose of obtaining all necessary permissions and approvals from the relevant Authorities in connection with construction of the proposed Building/s and electricity and water supply connections and for the purpose of to execute Deed of Conveyance for sale, transfer of the Flat/s, Car Parking Space/s and other space/s of the proposed Building/s including undivided proportionate share of land except the Owner's allocation of the proposed Building/s to any intending Purchaser/s on settled terms for sale at any price and be taking earnest money or full payment of consideration.

ARTICLE : "V"

(PROCEDURE)

1. The Owner has appointed the Developer as the Developer of the said property including the Owner's portion and the Developer has accepted such appointment on the terms and conditions hereunder contained.
2. The development of the said property shall be in the following manner :-
 - A. Simultaneously with the execution of this Agreement, the Owner has handed over the original

documents of K.M.C. Mutation Certificate, NOC from ULC, Mother Deeds and their Rectification Deeds and Land Deeds. Upon completion of the whole project and/or formation of Association and/or committee for the maintenance and management of the proposed Building/s, the Developer shall hand over all the documents before the Association or the Committee with accountable receipt. However the Owner shall be liable to produce the original documents/deeds as and when required.

- B. The Owner shall not be entitled to raise any kind of dispute regarding the construction of the project unless there is deviation from the terms of this Agreement and/or other related matter of the project. It is further clarified that after the notice of completion of the project after taking receipt of the Completion Certificate, it would be deemed that the project has been duly constructed and completed by the Developer.

- C. That after due service of notice by the Developer to the Owner, the Owner fail/s, neglect/s, refuse/s and/or delay/s to take delivery of the possession of his/her/their allocation in the proposed Building/s in the said property within the notice period then it would be construed that the Owner has taken possession of his allotment in the proposed Building/s on the expiry of term of the said notice.
- D. All applications, revised Plan/s, papers and documents required to be deposited or submitted by the Developer for the approval and/or sanction of the revised Plan/s and/or for the development of the project shall be prepared by the Developer at its own costs and expenses and submit or deposit the same in the names of the Owner. The Developer shall also bear all costs and expenses and make deposits for the sanction of the Plan/s for the construction in the proposed Building/s to be constructed at the said property.
- E. Subject to Force Majeure and incidences beyond the control of the Developer, the Developer shall within

a period of 24 (Twenty-Four) months from the date of getting Plan sanctioned from the Kolkata Municipal Corporation or from the date of obtaining peaceful and vacant possession of the said property from the Owner, whichever will be the later, shall complete the construction of the proposed Building/s in the said project at own costs and expenses of the Developer and the Developer shall deliver vacant and peaceful possession of the Flat/s/spaces comprised in the Owner's allocation to the Owner in habitable condition as per the particulars mentioned in the **SECOND SCHEDULE** hereunder written. The Owner may extend time for a further period of 6 (Six) months beyond the stipulated period of 24 (Twenty-Four) months from the date of getting Plan sanctioned from the Kolkata Municipal Corporation or from the date of obtainment peaceful and vacant possession of the said property from the Owner, whichever will be the later. Any delay beyond the already extended 6 (Six) months the Developer shall compensate the Owner by payment of reasonable sum (to be settled

mutually) per month till completion of the Building/s with Occupancy Certificate from the Kolkata Municipal Corporation.

F. The Developer shall construct the proposed Building/s in the manner as may be permissible under the Building/s Regulations and Laws of the Kolkata Municipal Corporation and in conformity with the Plans.

G. The Developer shall pay a total non-refundable sum of Rs.1,50,000/- (Rupees One Lac Fifty Thousand) only to the Owner herein towards his consideration simultaneously with the execution and registration of this Agreement for Development as per Memo below.

ARTICLE : "VI"

(POSSESSION AND CONSTRUCTION)

1. It has been agreed by and between the Owner and the Developer to construct, erect and complete the proposed Building/s in the said property and that the Developer

shall have the entire responsibility for construction of the proposed Building/s and the Owner shall have no responsibility towards construction of the proposed Building/s. The Developer has agreed to commence the construction work after execution and registration of this Development Agreement.

2. The Developer agreed to commence work after obtaining full vacant possession of the said property or from the date of execution and registration of this Agreement for Development, whichever will be the latter.
3. The Developer shall upon completion of construction and making the portion habitable deliver the Owner's allocation prior to delivering possession to any of its Purchaser/s of any space/s out of its allocation.
4. From the date of delivery of possession of the Owner's allocation and till separate assessment by the Kolkata Municipal Corporation, the Parties hereto shall contribute proportionately the taxes and other statutory outgoings of the said property;

5. The Developer agree to complete the construction of the proposed Building/s and properly finish the same within a period of 24 (Twenty-Four) months from the date getting Plan sanctioned from the Kolkata Municipal Corporation or from the date of obtainment peaceful and vacant possession of the said property from the Owner, whichever will be the later.

ARTICLE : "VII"

(COMMON FACILITIES)

1. As soon as the proposed Building/s in the said property shall be completed and made fully habitable for residential purposes after taking Occupancy Certificate from the Kolkata Municipal Corporation, the Developer shall give written notice to the Owner requesting him to take possession of the Owner's allocation in the Building/s and thereafter the Owner shall take possession of his allocation as herein provided for and if no actionable deviation made by the Developer in the construction the Owner shall give and grant unto the Developer a certificate in respect of its allocation in full satisfaction.

2. Till all the Flat/s and Space/s within the Developer's allocation is sold away, the Developer in consultation with the Owner shall frame rules for occupation, user and enjoyment of the residential Flat/s and other space/s in the proposed Building/s and till formation of a Body of the Co-Owners of the Building/s including the Owner herein and the Purchaser/s of the Developer's allocation.

ARTICLE : "VIII"

(COMMON RESTRICTION)

It has been agreed by and between the Parties hereto that the Owner's allocation in the Building/s shall be subject to the same restriction on transfer and use as would be applicable to the Developer's allocation in the proposed Building/s intended for the common benefits of all occupiers of the entire completed Building which shall include the following :-

1. The Owner and the Developer or the nominee/s of the Developer during the subsistence of this Agreement shall not use or permit to use their respective portions in the Building/s or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use

the same for any purpose which may cause any nuisance, obstruction or hazard in the property or any part thereof.

2. No party shall demolish or permit to demolish any wall or other structure in their respective portions or any part thereof or make any structural alteration therein without the consent of all other Co-Owners and without obtaining necessary permission from the concerned statutory Authorities.
3. Both the Parties shall abide by all laws, bye-laws, rules and regulations of the Government and/or Local Bodies and shall be responsible for any violation and/or breach of any of the laws, bye-laws, rules and regulations in their respective allocations.
4. The respective Allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures, floor and ceiling etc. in their respective allocation of the proposed Building/s in good and reparable condition and in particular so as not to cause any damage to the Building/s or any other space or accommodation therein and shall keep the other indemnified from and against the consequences of any breach thereof.

the same for any purpose which may cause any nuisance, obstruction or hazard in the property or any part thereof.

2. No party shall demolish or permit to demolish any wall or other structure in their respective portions or any part thereof or make any structural alteration therein without the consent of all other Co-Owners and without obtaining necessary permission from the concerned statutory Authorities.
3. Both the Parties shall abide by all laws, bye-laws, rules and regulations of the Government and/or Local Bodies and shall be responsible for any violation and/or breach of any of the laws, bye-laws, rules and regulations in their respective allocations.
4. The respective Allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures, floor and ceiling etc. in their respective allocation of the proposed Building/s in good and reparable condition and in particular so as not to cause any damage to the Building/s or any other space or accommodation therein and shall keep the other indemnified from and against the consequences of any breach thereof.

No Party or persons/s claiming through any of the Parties herein shall keep or store anything in any of the common areas nor shall otherwise cause any hindrance in any manner whatsoever to the use of the common areas and the common utilities by the Co-Owners for the purpose it is meant.

6. No Party shall throw or accumulate any filth, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the Building/s or in the compound, corridors or any other portion of the common areas of the Building/s and the said property.
7. In the event of any transfer being made by the Parties of their respective allocations, the above conditions shall be made applicable to and binding upon the Transferee/s.

ARTICLE : "IX"

(SETTLEMENT OF DISPUTES)

Any dispute between the Parties arising in the course or execution of the project herein shall be settled amicably, failure of which either of the Parties may prefer approaching the jurisdictional Court of Law for necessary redressal.

ARTICLE : "X"

(COMMON RIGHTS AND OBLIGATION OF OWNER AND DEVELOPER)

The terms and conditions which have been agreed to by and between the Parties relating to such development verbally are reduced into writing hereunder.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :-

1. The Owner agrees to appoint and do hereby appoint the Party of the Other Part, as the Developer in respect of the said property morefully described in the **FIRST SCHEDULE** hereunder written and the Owner hereby grants/licenses to the Developer for development of the land for the purpose of construction and to construct the proposed Building/s thereon and the Developer doth hereby accepts such appointment to act as Developer. The said appointment is irrevocable save and except the Developer must not commit any fault in carrying out the development work in the said property as per the Building/s Plan and the Developer shall not cause any breach of the terms stated herein.

ARTICLE : "X"

(COMMON RIGHTS AND OBLIGATION OF OWNER AND DEVELOPER)

The terms and conditions which have been agreed to by and between the Parties relating to such development verbally are reduced into writing hereunder.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :-

1. The Owner agrees to appoint and do hereby appoint the Party of the Other Part, as the Developer in respect of the said property morefully described in the **FIRST SCHEDULE** hereunder written and the Owner hereby grants/licenses to the Developer for development of the land for the purpose of construction and to construct the proposed Building/s thereon and the Developer doth hereby accepts such appointment to act as Developer. The said appointment is irrevocable save and except the Developer must not commit any fault in carrying out the development work in the said property as per the Building/s Plan and the Developer shall not cause any breach of the terms stated herein.

The Developer shall at its own costs construct, erect and complete the Building/s with good and standard sound quality materials as per relevant I.S. code may be specified by the Architects/L.B.S. from time to time as per sanction Building Plan, to be sanctioned from the Kolkata Municipal Corporation. The details of the Specification of construction and the materials to be used for such purpose are mentioned and described in the **FOURTH SCHEDULE** hereunder written.

3. The Developer shall provide in the proposed Building/s at its own cost pump, water storage tank with overhead reservoirs, electric connection, lift and other facilities as are required to be provided in residential and/or Multistoried Building/s having self contained Apartments or Flat/s, Car Parking Space/s and other space/s.
4. All costs charges and expenses for construction including Architects/L.B.S. fees shall be discharged by the Developer and the Owner shall bear no responsibility in this context.
5. That the Developer shall at its own cost demolish the present existing Building standing upon the said property

and shall enjoy all the debris and salvages as per its own whims and desire.

6. All costs and expenses pertaining to the payment of requisite fees and other incidental expenses payable to competent Authorities shall be borne by the Developer.
7. To enable the Developer to carry out its obligations, rights authorities and entitlements under this Agreement, the Owner shall simultaneously grant and execute in favour of the Developer Company by a registered General Power of Attorney, which will be irrevocable by the Owner save and except on commission of a default by the Developer in complying with the terms and conditions of this Agreement.
8. All the legal heirs of the Owner above named shall also abide by such Power of Attorney in favour of the Developer.
9. The Developer shall construct the said property strictly in accordance with the sanction Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation

and the rules regulation and bye-laws of the Kolkata Municipal Corporation Act, for the time being in force. If necessary, modification and deviation of Plan shall be approved by the Authority concerned with the consent of Owner and the Owner shall expressly give his consent by putting signature upon these presents.

10. The Developer is hereby empowered by the Owner to apply and obtain on his behalf and in his name the quotas for steel, cement bricks etc. as may be allocated by the respective Authorities for the purpose of development of the said property at the cost of the Developer and further shall be entitled to obtain temporary or permanent connection of electric service line, water supply line and drainage and to obtain other essential services, utilities, required for the Development of the said property and making the same habitable and tenantable but all such costs and values of materials and expenses shall be paid and borne by the Developer and the Owner will not be liable for the same.
11. The Developer has agreed to deliver possession of the Owner's allocation in the proposed Building/s within the

stipulated period of 24 (Twenty-Four) months from the date getting Plan sanctioned from the Kolkata Municipal Corporation or from the date of obtainment peaceful and vacant possession of the said property from the Owner, whichever will be the later.

12. Immediately on completion of the Owner's allocation in all respect along with completion of all common spaces providing all common facilities in the Building/s in the said property, the Developer shall give notice in writing to the Owner requiring the Owner to take possession of the Owner's allocation in the Building/s and there being no dispute regarding the completion of the Building/s in terms of this Agreement and according to the Specification and the Building/s Plan thereof and certificate of the Architect/L.B.S. together with Building Completion Certificate being produced to that effect and then after 30 (Thirty) days from the date of service of such notice and at all times thereafter the Owner shall exclusively be liable for payment of all property taxes, rates, dues and other public outgoings and impositions whatsoever payable in respect of the said Owner's

allocation and the said rates and taxes are to be calculated on pro-rata basis with reference to the saleable area in the Building/s, if the same are levied on the Building/s as a whole.

13. On completion of the construction of the entire Building/s, the Owner and the Developer shall punctually and regularly pay for their respective allocation, the said rate and taxes to the concerned Authorities or otherwise as may be mutually agreed upon between the Owner and the Developer and both the Parties shall keep each other indemnified against all claims, actions, demands, costs and charges and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owner or the Developer in this behalf.
14. As and from the date of satisfactory handing over the Owner's allocation as mentioned above in all respects and duly acknowledged by the Owner in writing and/or after 30 (Thirty) days from the date of service of notice by the Developer to the Owner for accepting the possession of his

allocation, the Owner shall be responsible to pay and bear and shall forthwith pay on demand to the Developer the service charges for the common facilities in the Building/s with respect of the Owner's allocation and said charges may include proportionate share on premium for the insurance of the Building/s viz. fire and equipments etc. including replacement repair and maintenance charges and expenses of all common wiring, pipes, electrical and mechanical equipments, transformers, pumps, motors whatsoever as may be mutually agreed upon from time to time.

15. Any transfer of any part of the Owner's allocation in the Building/s shall be subject to the other provisions hereof and the Transferee/s shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges proportionately for the said common facilities.
16. The Owner's allocation in the Building/s shall be subject to the same restrictions on transfer and use as are applicable to the Developer's allocation in the Building/s

intended for the common benefits of all occupiers of the proposed Building/s which shall include the following.

17. No formal Deed of Transfer in respect of the Owner's allocation shall be required. But the Owner shall at the request of the Developer sign and execute all such further necessary Deeds, papers, documents and writings for completion of construction and/or sale of the said Developer's allocation or any portion thereof provided that the Developer as the constituted Attorneys of the Owner shall also be entitled to sign and execute such deeds, papers writings and documents as may be required from time to time therefore.
18. If the said development work and/or the construction work is suspended due to Force Majeure like natural calamity, earth quake, strike, riot or civil commotion or promulgation of any law etc. which be beyond the control of the Developer, then in such event the stipulated time as aforesaid shall be extended for such period as may be mutually agreed between the Parties. But the market condition and Developer's paucity of fund or financial

difficulty shall not be considered to be the reasons beyond control of the Developer.

19. The Developer will also keep the Owner saved, harmless and indemnified against all claims losses expenses and proceedings as may be occasioned by the reasons mentioned hereunder.
 - A. The Developer shall pay for violation of rules and regulations prescribed under the Kolkata Municipal Corporation Act and/or infringement of such act or deviation from the sanction Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation causing payment of fines or penalty imposed by the said Authority for such violation of the Building/s Plan.
 - B. All claims and demands of the suppliers of Building materials etc. of the said property or all claims arising due to any accident suffered by employees/workmen engaged by the Developer to carry out development work in the said property shall be

borne by the Developer. The Developer shall solely be liable for compensation for such accident/s, if any, in terms of the Workmen's Compensation Act.

C. All claims and demands of the Owner and Occupiers of the adjoining properties due to damage or loss suffered by them in course of hazards in construction work of the said property shall be borne by the Developer and the Owner shall not be liable for any grounds whatever and the Developer by putting its signature indemnify the Owner to that aspect.

20. Both Owner and the Developer shall not use or permit to use their respective allocations in the Building/s or any portion thereof for carrying on any unlawful or illegal and immoral trade or activity nor use thereof for any purpose which may cause nuisance hazard to the other occupiers of the proposed Building/s.
21. Neither Party shall demolish or permit to demolish any wall or other structure in their respective allocations or

any portion thereof or make structural alteration thereon without the previous consent of the Owner/Developer or the Association when formed, but such consent shall not be withheld unreasonably.

22. The respective Allottees shall keep the interiors and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the proposed Building/s in good working condition and repair and in particular so as not to cause any damage to the Building/s or any other of their space or accommodation therein.

23. No goods or other items shall be kept by the Owner or the Developer or the Transferees for display or use or otherwise in the corridor or other places of common use in the proposed Building/s and in case any obstacle is caused in any manner thereto the person doing so shall be responsible to remove the same at his own risk and cost. Neither of the Parties shall be entitled to put up any advertisement and/or display hoarding on the exterior walls of the proposed Building/s.

24. The Owner shall permit the Developer and its servants and agents without workmen and others at the reasonable time and by prior notice till an Owners' Association is formed, to enter into and upon the Owner's allocation and every part thereof for the purpose of maintenance or repairing any part of the proposed Building/s and/or for the purpose of repairing maintaining, rebuilding, cleaning, lighting and of common facilities and/or for the purpose of maintaining, repairing and testing drains, water pipes and electric wires and for other similar purposes.
25. The Owner hereby agrees and covenants with the Developer that he will mutate his own name at his own costs and expenses with the Kolkata Municipal Corporation Authority after the Owner obtain possession of his allocation in a habitable condition and the Developer shall co-operate with the Owner in this respect.
26. The Developer's allocation in the proposed Building/s in the said property is meant for sale as ownership Flat/s. As such the Owner and the necessary Parties shall sign

and execute all Deeds of Conveyances, documents and writings relating to such sale and transfer to the intending Purchaser/s of the said Flat/s at a price determined by the Developer and the Owner shall have not nor can have without any demand or claim thereon of any nature whatsoever.

27. The Developer is at liberty to advertise for sale of the said Ownership Flat/s under Developer's allocation during the Development/construction of the Building/s on the said property and receive advance or consideration from the intending Purchaser/s on Agreement against sale of such Flat/s and proportionate land value and shall be entitled to take appropriate the entire amount of sale proceeds from such Purchaser/s in respect of Developer's allocated share in the proposed Building/s but such sale and/or Agreement for Sale of Developer's allocation shall not create any charge, claim, demand and/or lien against the Owner and/or the property under development till the Owner's allocation is delivered.
28. The Owner hereby agrees and covenants with the Developer not to do any act, deed or thing whereby the

Developer may be prevented from selling, assigning and/or disposing, if any, of the Developer's allocation in the Building/s in the said property.

29. The Owner shall not let-out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.
30. The Owner hereby agrees and covenants with the Developer to transfer the undivided proportionate share allocable and attributable to the Developer's allocation in favour of the Developer or its nominee/s in such part/s as the Developer shall required and for the aforesaid purpose shall obtain all necessary approvals, consents and permission.
31. The Parties hereto shall do all acts, deeds and things and sign execute register and deliver all documents and deeds as may be required by the other to enable the Parties to own use, occupy and enjoy the respective areas and the Parties hereto shall have full and absolute right to deal

with or transfer their respective areas in the manner as they respectively think fit and proper.

32. The Developer shall have no right title and interest whatsoever in the Owner's allocation and undivided proportionate share pertaining thereof in common facilities and amenities which shall solely and exclusively belong and continue to belong to the Owner and similarly the Owner shall have no claim in respect of the Developer's Allocation as herein provided.
33. The Developer shall have no right to claim for payment reimbursement of any cost, expenses or charges incurred towards construction of the Owner's allocation and of the undivided proportionate share in the common areas/spaces, common facilities and amenities of the proposed Building/s. Hence the Owner shall never be liable to pay and/or reimburse such cost or expenses to the Developer.
34. The Developer shall in completion of the proposed Building/s, put the Owner in undisputed possession of the Owner's allocation together with all rights in common areas/spaces common utility portion of the proposed Building/s and the open space thereof.

The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner would be prevented from enjoying, selling, assigning and/or disposing of any portion of the Owner's allocation in the said proposed Building/s in the said property.

36. The Developer shall be entitled to negotiate with prospective Buyers and/or Purchaser/s for sale of Flat/s and other areas of the Building/s belonging to the Developer's allocation and also enter into Agreement/s for Sale with the intending Purchaser/s and to receive earnest money thereof receive the full consideration amount towards sale of Developer's allocation and appropriate the same and the Owner hereby confirms that the Owner shall have no claim or demand over the said consideration or amounts in future under any circumstances whatsoever and howsoever.

37. The Owner confirms and undertakes that if so required by the Developer, the Owner shall join as Confirming Party to all Agreements and other documents of transfer that may

be entered into by the Developer for sale and/or otherwise transfer of the Flat/s in the proposed Building/s of the Developer's allocation without raising any objection and claiming any additional consideration money and if require the Developer may put signatures as the Confirming Parties if during construction period the Owner shall intend to sell his allocation to any prospective Purchaser/s.

38. It is understood that from time to time to facilitate, the construction of the proposed Building/s by the Developer various Deeds, 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 Owner and various application and other documents may be required to be signed or made by the Owner relating to the specific provisions may be reasonably required to be done in the manner and the Owner shall execute any such authorization as may be required by the Developer for the said purpose and the Owner also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all

such acts deeds matters and things do not in any way infringe the rights of the Owner and/or go against the spirit of this Agreement.

39. In case, any Party fails or defaults in carrying out obligations or contravene any of the terms and conditions of this Agreement, then and in such event the other Party shall without prejudice to their rights stated herein be entitled to and/or start legal proceeding both criminal and civil against the defaulting Party and for Specific Performance of Contract together with right to claim damages and for other relief.
40. The proposed Building/s in the said property shall be christened as ".....", which shall be inscribed and marked on a marble piece and be fixed on the front wall of the Building/s. It will be displayed prominently to the visitor and open to public eye. The Developer is also permitted to inscribe its name in a visible place of the Building/s as Developer.
41. The Owner shall interfere with the works of the Developer at any stage during construction in any way subject to the

Developer shall perform each and every obligations as depicted in this Agreement and shall not construct anything beyond the sanction Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation.

42. That the Developer shall at its own cost arrange alternative accommodation for the Owner herein during the period of construction work of the proposed Building till handing over possession of the Owner's allocation.
43. The land Owner shall execute Agreement/s for Sale and Deed/s of Conveyance in favour of the intending Purchaser/s if necessary when required by intending Purchaser/s in respect of Flat/s, Car Parking Space/s, Space/s including proportionate undivided share in land of Developer's allocation in the proposed Building/s in the said property before the Registration Office/s.
44. Alipore Judges' Court as the case may be shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents between the Parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE SAID PREMISES/PROPERTY)

ALL THAT piece and parcel of land measuring an area of 2 (Two) Cottahs 8 (Eight) Chittacks be the same a little more or less together with R.T. shed structure having an area of 100 (One Hundred) Square Feet more or less with cemented flooring standing thereon being Plot No.25A, situate and lying at Mouza : Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, under R.S. Khatian No.89, corresponding to L.R. Khatian No.2098, appertaining to R.S. & L.R. Dag No.137, being known and numbered as Municipal Premises No.744, Nayabad, Police Station : Jadavpur, Kolkata : 700099, within the limits of the Kolkata Municipal Corporation, under Ward No.109, bearing Assessee No.31-109-08-0744-8, District : 24 Parganas (South), together with all right, title, interest and right of easements and quasi-easements attached thereto and the same is butted & bounded as follows :-

ON THE NORTH	:	Partly vacant land and partly another Building ;
ON THE SOUTH	:	30' wide Road ;
ON THE EAST	:	Another Building ;
ON THE WEST	:	Single storied Building.

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

ALL THAT in the instant joint venture project the Owner shall be given at the first instance free of cost 50% of the total F.A.R. out of 100% of the total F.A.R. of the proposed Building/s in finished, complete and in habitable condition, which is to be provided from 50% in the Ground Floor, entire First Floor and one Flat on the Third Floor at its Southern side together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein provided and the aforesaid Owner's allocation will be demarcated after getting Plan sanctioned from the Kolkata Municipal Corporation by correspondences in writing and such correspondences shall be treated as part of this Agreement.

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

ALL THAT rests and remaining 50% of the total F.A.R. out of 100% of the total F.A.R. of the proposed Building/s in finished, complete and in habitable condition save and except the Owner's allocation i.e. 50% in the Ground Floor, entire Second Floor and one Flat on the Third Floor at its Northern side

together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein provided and the Developer shall have the right to sell, mortgage lease out and/or rent out the same in whole or in part together with proportionate share of land at the said property, with right to enter into Agreement for Sale of Flat/s, Car Parking Space/s and other space/s with right on common areas and places to the intending Buyer/s etc. and to take advances and entire consideration from him/her/them without any objection or interruption from the Owner, but the Developer, its transferees and/or intending Purchasers shall have no claim, demand and/or lien against the Owner.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SPECIFICATION OF WORK)

❖ **FOUNDATION** :-

Building designed of R.C.C. foundation.

❖ **STEEL** :-

Standard quality available in the market.

❖ **CEMENT** :-

Standard quality available in the market.

SAND :-

Coarse sand.

❖ **STONECHIPS :-**

Standard quality available in the market.

❖ **BRICKS :-**

1st class available in the market.

❖ **FLOORING & SKIRTING :-**

Bed rooms, living-cum-dining room, toilets, kitchen and balcony will be finished with vitrified tiles, the front and back open space will be finished with net cement.

❖ **KITCHEN :-**

Kitchen will have R.C.C. Cooking platform with 4' height glazed tiles and granite top of the platform. One steel sink will be provided, one tap on the sink and other under the sink for washing utensils. All materials will be of ISI mark.

❖ **BATHROOM & TOILETS :-**

Floorings of the bathroom and toilet shall be vitrified tiles finished.

TOILETS :-

5' high glaze tiles round. Toilet attached to the Bedroom will have one Western commode (white) with cistern, taps, C.P. Towel Rod, soap tray, shower. Common Toilet will have Western commode (white) with cistern, one Wash basin (white) taps, towel rod, soap tray and Shower. Geyser point will not be provided in this Toilet. Both the toilet will have good quality G.I. concealed pipelines.

❖ **DOORS :-**

P.V.C. Door in toilets and good quality phenol bounded flash doors in all inside doors, teak wood finished flash doors in main door.

❖ **WINDOWS :-**

Aluminum channel windows with glass fittings.

❖ **ELECTRICAL WORKS :-**

Electrical points for light, fan, refrigerator, television, telephone, air-condition, computer, geyser etc. will be provided with concealed P.V.C. wiring and complete with distribution boards, sub-distribution board, switch board, with piano type switches and 5 & 15amp plug point, electrical points will be provided as required.

❖ **ELECTRICAL METER :-**

The Developer will arrange for the electric meter for common services like roof lights, stair case, passages for the Flat Owners and the cost of the electric meter should be borne by the Developer.

❖ **EXTRA WORK :-**

Request for extra work or change from above mentioned specifications and fixing of costly items will be entertained before commencement of the work of the specified items and extra cost to be paid in advance basis as required.

❖ **WATER SUPPLY :-**

Water will be supplied from the supply of Kolkata Municipal Corporation. Water supply from Kolkata Corporation will be arranged with underground reservoir and cost of water connection from Kolkata Corporation authority will be borne by the Developer.

❖ **PAINTING :-**

All internal walls will be finished with Plaster of Paris. All external paintings will be with cement based paints. All doors and windows will be enamel paints.

❖ **SANITARY :-**

All internal pipelines will be of concealed type. Soil lines are to be connected to underground drainage pipes terminating in septic tank.

❖ **LIFT :-**

Reputed Company's made lift will be provided.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE EXEMPTION AREAS AND/OR COMMON FACILITIES)

1. The foundation column. Beams, supports, corridors, lobbies, stairway, entrance and exits pathway.
2. External drains, sewerage from the premises to the main road.
3. Drainage pipes from the units to the drains and sewers connection to the premises.
4. Toilets in the Ground Floor of the premises for the use of durwans, caretaker of the premises and/or servants.
5. Meter room.
6. Roof.

Septic tank.

8. Driveways and pathways.
9. Boundary walls of the premises including outside wall of the Building and main gate.

10. **COMMON PARTS :-**

1. Pump and meter with installation and room thereof.
2. Water pump, underground water reservoir, water pipes and other common plumbing installation and space required thereto.
3. External rain water pipes and distribution pipes.
4. Transfer (if any), electric wiring meter for lighting staircase, lobby and other common areas (excluding those as are installed for any particular floor) and space required therefor.
5. Windows, doors and other fittings of the common areas of the premises.
6. Lift, shaft, lift machine room and its accessories, installations and space required thereof.

7. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said premises of the Building as are necessary for use and occupancy of the Units as are required.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE COMMON AREAS & INSTALLATIONS)

1. The land on which the said Building is located and all easements, rights and appurtenances belonging to the said land and the said Building.
2. The foundation, columns, girders, beams, supports, main walls, passage etc.
3. Underground and overhead water reservoir together with the main pipe line from the Kolkata Municipal Corporation.
4. Common drainage system and sewerage system from the said premises to the Municipal duct.
5. Water sewerage and drainage connection pipes from the unit to drains and sewers common to the said premises.

6. Stairs and lobbies in the Ground Floor upto the roof of the said Building.
7. Ultimate roof of the said Building.
8. Common passage, pathway, passage for ingress and egress to the said Building.
9. Pump room.
10. Toilets and bathrooms in the Ground Floor of the said premises for use of darwans of the said premises and/or servants.
11. Electrical wirings and main electrical power source to the said Building.
12. Boundary walls of the said premises including outside of the walls of the said Building.
13. Main gate.
14. Keys of the main gate.
15. Keys of the electric meter room.
16. All other common areas, equipments, installations, fixtures, fittings and spaces in or about the said Building

and the said land as are necessary or convenient to its existence, maintenance and safety or normally in common use and as are specified by the Developer expressly to be the common parts thereat and as are easements of necessity.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE EXTRA DEVELOPMENT CHARGES)

Both the Owner and the Developer shall have to pay the cost of additional features and/or facilities to be provided in the Building.

1. Proportionate costs and charges of C.E.S.C. transformer/ service/meter/security deposit for the meter.
2. Deposit and charges of electric meter and transfer and service line.
3. Costs of formation of the Association for management and maintenance of the new Building at the said property.
4. Proportionate cost of generator to be installed for providing electricity to the respective Units in the proposed Building.

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

SIGNED, SEALED AND DELIVERED
by the Parties at Kolkata
in the presence of :-

WITNESSES :-

1. *Tony Chandra Das*
Alipore Police
Court, Kol-27.

2. *Partha Saha*
Agro parce at
Kol-27

Niharanda Das

Signature of the **OWNER**

Mehra Realty

Aditya
Partner

Mehra Realty

Sheloo Mehta
Partner

Drafted by me :-

Sourabh Mukherjee

Advocate

F. 1460/2010

Alipore Judges' Court, Kol : 27.

Computer Typed by :-

Debasish Naskar

DEBASISH NASKAR

Alipore Judges' Court, Kol : 27.

Signature of the **DEVELOPER**

MEMO OF RECEIPT

RECEIVED of and from the within named Developer the within mentioned non-refundable sum of Rs.1,50,000/- (Rupees One Lac Fifty Thousand) only towards the consideration in terms of this Agreement, as per Memo below :-

MEMO

Paid by : on Line transfer

Rs.1,50,000/-

Total Rs.1,50,000/-

(RUPEES ONE LAC FIFTY THOUSAND) ONLY

WITNESSES :-

1. Joyendu Datta

Nityananda Das

Signature of the **OWNER**

2. Partha Sen

Nityananda Das



	left hand					
right hand						

Name

Signature *Nitendra*



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name *ASHNA MEHRA*

Signature *Ashna*



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name *SHALOO MEHRA*

Signature *Shaloo Mehra*



GRN Details

GRN:	192024250214974908	Payment Mode:	SBI Epay
GRN Date:	19/09/2024 17:15:51	Bank/Gateway:	SBlePay Payment Gateway
BRN :	0228139971125	BRN Date:	19/09/2024 17:16:12
Gateway Ref ID:	CHR1261068	Method:	State Bank of India NB
GRIPS Payment ID:	190920242021497488	Payment Init. Date:	19/09/2024 17:15:51
Payment Status:	Successful	Payment Ref. No:	2002410154/1/2024
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Smt AASHNA MEHRA
Address:	28A DR KD MUKHERJEE ROAD
Mobile:	9830737513
Period From (dd/mm/yyyy):	19/09/2024
Period To (dd/mm/yyyy):	19/09/2024
Payment Ref ID:	2002410154/1/2024
Dept Ref ID/DRN:	2002410154/1/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002410154/1/2024	Property Registration- Stamp duty	0030-02-103-003-02	6921
2	2002410154/1/2024	Property Registration- Registration Fees	0030-03-104-001-16	1521
Total				8442

IN WORDS: EIGHT THOUSAND FOUR HUNDRED FORTY TWO ONLY.

@@
DATED THIS _____ DAY OF _____, 2024
@@

BY
ANIL KUMAR KHETAWAT
.....GRANTOR

IN FAVOUR OF
VINOD SHARMA
.....ATTORNEY

POWER OF ATTORNEY

DUTTASOAM BHATTACHARYYA
Advocate
6, Old Post Office Street
Kolkata 700 001

Major Information of the Deed

Deed No :	I-1602-13213/2024	Date of Registration	20/09/2024
Query No / Year	1602-2002410154/2024	Office where deed is registered	
Query Date	10/09/2024 4:35:19 PM	D.S.R. - I I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	PARTHA SANA ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830737513, Status : Deed Writer		
Transaction	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 : 1,50,000/-]		
Set Forth value	Market Value		
	Rs. 52,79,999/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 1,553/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, Premises No: 744, Ward No: 109 Pin Code : 700099

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	2 Katha 8 Chatak		52,49,999/-	Width of Approach Road: 30 Ft.,
Grand Total :				4.125Dec	0 /-	52,49,999 /-	

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 /-	

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr NITYANANDA DEY Son of Late KALIPADA DEY Executed by: Self, Date of Execution: 20/09/2024 , Admitted by: Self, Date of Admission: 20/09/2024 ,Place : Office	Photo  20/09/2024	Finger Print  Captured LTI 20/09/2024	Signature  20/09/2024
P-25 NAYABAD, City:- , P.O:- MUKUNDAPUR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India Date of Birth:XX-XX-1XX6 , PAN No.:: AExxxxxx2C, Aadhaar No: 64xxxxxxxx1836, Status :Individual, Executed by: Self, Date of Execution: 20/09/2024 , Admitted by: Self, Date of Admission: 20/09/2024 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	MEHRA REALTY 7A SATYEN DUTTA ROAD, City:- , P.O:- SARAT BOSE ROAD, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Date of Incorporation:XX-XX-2XX4 , PAN No.:: ACxxxxxx4N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Smt AASHNA MEHRA (Presentant) Daughter of RAJESH MEHRA Date of Execution - 20/09/2024, , Admitted by: Self, Date of Admission: 20/09/2024, Place of Admission of Execution: Office	Photo  Sep 20 2024 3:36PM	Finger Print  Captured LTI 20/09/2024	Signature  20/09/2024
28A DR KD MUKHERJEE ROAD, City:- , P.O:- PARNASREE, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX5 , PAN No.:: CKxxxxxx6B, Aadhaar No: 28xxxxxxxx9917 Status : Representative, Representative of : MEHRA REALTY (as PARTNER)				
2	Name Smt SHALOO MEHRA Wife of RAJESH MEHRA Date of Execution - 20/09/2024, , Admitted by: Self, Date of Admission: 20/09/2024, Place of Admission of Execution: Office	Photo  Sep 20 2024 3:38PM	Finger Print  Captured LTI 20/09/2024	Signature  20/09/2024

DR RD MUKHERJEE ROAD, City:-, P.O:- PARNASREE, P.S:-Behala, District:-South 24-
Parganas, West Bengal, India, PIN:- 700060, Sex: Female, By Caste: Hindu, Occupation: Business.
Citizen of: India, Date of Birth: XX-XX-1XX0, PAN No.: AExxxxxx4N, Aadhaar No: 71xxxxxxxx8400
Status : Representative, Representative of : MEHRA REALTY (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr PARTHA SANA Son of Late R N SANA ALIPORE POLICE COURT, City:-, P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027		 Captured	
Identifier Of Mr NITYANANDA DEY, Smt AASHNA MEHRA, Smt SHALOO MEHRA	20/09/2024	20/09/2024	20/09/2024

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr NITYANANDA DEY	MEHRA REALTY-4.125 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr NITYANANDA DEY	MEHRA REALTY-100.00000000 Sq Ft

Endorsement For Deed Number : I - 160213213 / 2024

On 20-09-2024

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 14:06 hrs on 20-09-2024, at the Office of the D.S.R. - I I SOUTH 24-PARGANAS by Smt AASHNA MEHRA .

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 52,79,999/-

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

Execution is admitted on 20/09/2024 by Mr NITYANANDA DEY, Son of Late KALIPADA DEY, P-25 NAYABAD, P.O: MUKUNDAPUR, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700099, by caste Hindu, by Profession Retired Person

Identified by Mr PARTHA SANA, , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

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

Execution is admitted on 20-09-2024 by Smt AASHNA MEHRA, PARTNER, MEHRA REALTY (Partnership Firm), 7A SATYEN DUTTA ROAD, City:- , P.O:- SARAT BOSE ROAD, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700029

Identified by Mr PARTHA SANA, , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

Execution is admitted on 20-09-2024 by Smt SHALOO MEHRA, PARTNER, MEHRA REALTY (Partnership Firm), 7A SATYEN DUTTA ROAD, City:- , P.O:- SARAT BOSE ROAD, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700029

Identified by Mr PARTHA SANA, , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,553.00/- (B = Rs 1,500.00/- ,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 1,521/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 19/09/2024 5:16PM with Govt. Ref. No: 192024250214974908 on 19-09-2024, Amount Rs: 1,521/-, Bank: SBI EPay (SBlePay), Ref. No. 0228139971125 on 19-09-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 6,921/-

Description of Stamp

1 Stamp: Type: Impressed, Serial no 275650, Amount: Rs.100.00/-, Date of Purchase: 09/09/2024, Vendor name: Ak Samajpathi

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 19/09/2024 5:16PM with Govt. Ref. No: 192024250214974908 on 19-09-2024, Amount Rs: 6,921/-, Bank: SBI EPay (SBlePay), Ref. No. 0228139971125 on 19-09-2024, Head of Account 0030-02-103-003-02

Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and

Registered in Book - I

Volume number 1602-2024, Page from 442037 to 442107

being No 160213213 for the year 2024.



Digitally signed by Suman Basu
Date: 2024.09.20 19:24:08 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 20/09/2024

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - II SOUTH 24-PARGANAS

West Bengal.