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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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

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

26 MAR 2025

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and executed at Kolkata on

this 26<sup>m</sup> day of March, Two Thousand Twenty Five

(2025).

BETWEEN

SUNAR SHAW son of Sri Dulip Kumar Shaw (Date of Birth: 21.03.1959), residing at 19C, Mohan Chandra Road, Kolkata - 700 016, presented by 24 parganas District Sub-Register-III Alipore, South 24-parganas.



DISTRICT SUB-REGISTRAR-III  
SOUTH 24 PGS. ALIPORE  
26 MAR 2025



(1) **BABITA SHAW**, (PAN : AVEPS8412M), (AADHAR No. 9792 0575 6606), (Date of Birth : 07/05/1970), wife of Sri Dilip Kumar Shaw, by faith - Hindu, by occupation - Business, by Nationality - Indian, (2) **SRI DILIP KUMAR SHAW** (Mob. : 93314 11900), (PAN : AIXPS7161F), (AADHAR No. 2136 3453 2013) (Date of Birth : 17/01/1962) son of Late Shyam Sundar Shaw, both by faith - Hindu, by occupation - Business, by nationality - Indian, both residing at 19C, Mohan Chand Road, Post Office - Kidderpore, Police Station - Watgunge, Kolkata - 700 023, District : 24 - Parganas (South), hereinafter called and referred to as the "**OWNERS**" (which term or expression shall unless by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the **ONE PART**.

**AND**

**URBAN BUILDS**, (PAN : AAIFU7056L) a partnership firm having its principal place of business at 19U, Mohan Chand Road, Police Station - Watgung, Post Office - Khidderpore, Kolkata - 700 023, District 24 Parganas (South) West Bengal, represented by its partners namely - 1) **SRI RISHAV SHAW** son of Sri Dilip Kumar Shaw (PAN : HRFPS2675C) (AADHAR No. 9825 4545 0901) (Date of Birth : 19.02.1997), residing at 19C, Mohan Chand Road, Police Station - Watgung, Post Office - Khidderpore, Kolkata - 700 023, 2) **SRI SUMIT KUMAR SHAW** son of Sri Dilip Kumar Shaw Gupta (PAN : BYDPS8716F) (Date of Birth : 21.03.1990) (AADHAR No. 7940 0909 4160), residing at 19C, Mohan Chand Road Police Station - Watgung,

25 MAR 2025

7045  
NO. DATE RS 100/-  
NAME M. Mitra (Adv)  
ADDRESS Alipore Court 1127  
ALIPORE JUDGES COURT  
A. K. SAMAJPATI  
VENDOR SIGNATURE



DISTRICT SUB-REGISTRAR-III  
SOUTH 24 PGS. ALIPORE

26 MAR 2025

Postk guph  
S/o Anup Kumar Gupta  
196 Khar chand Khar  
PO - Kirdalapur  
PS - Wabganj



the *Third Part* the said Balai Chandra Nath for the consideration mentioned therein granted transferred, conveyed, assigned and assured in favour of the said Miss. Mitali Mitra, **ALL THAT** undivided 1/3<sup>rd</sup> share of two storied brick built messuage tenement or dwelling house together with piece and parcel of land revenue redeemed land or ground thereunto belonging whereon or on part whereof the same is erected and built containing a total area 3 Cottahs, 5 Sq. ft. equivalent to 200.30 Sq. mt. be the same a little more or less lying at and being Premises No. 30 Panditia Place, being Plot No. 26A formed out of Premises No. 11, Panditia Road, within the Police Station - Ballygunge, comprised in Holding no. 251 (Old Holding no. 111), Sub-Division - P, Division - VI, Mouza - Beltala, DihiPanchannagram, Sub-Registry Office - Sealdah, District - 24 Parganas which document was registered at the office of the Sub-Registrar at Sealdah and recorded in Book no. 1, Volume No. 34, Pages from 265 to 274, Being No. 1329 for the year 1974.

**AND WHEREAS** by virtue of the purchase as aforesaid the Mitali Mitra duly mutated her name in the assessment Record of the Kolkata Municipal Corporation and paying taxed thereon.

**AND WHEREAS** the said Mitali Mitra thereafter married with Bijan Kumar Basu and recorded her name in the PAN Card and Aadhaar Card as Mitali Basu and all concern the said Mitali Mitra known as Mitali Basu and duly recorded her name in the record of the Kolkata Municipal Corporation as Mitali Basu.

**AND WHEREAS** by another deed of Conveyance bearing date the 12<sup>th</sup> July, 1974 made between Nut Behary Nath, son of Rabindra Lal Nath, therein described as the **Vendor** of the *First Part*, Salil Kumar Mitra, son of Upendra Kumar Mitra, therein described as the Confirming Party of the *Second Part* and Miss. Mitali Mitra, daughter of Salil Kumar Mitra, therein described as the **Purchaser** of the *Third Part* the said Nut Behary Nath for the consideration mentioned therein granted transferred, conveyed, assigned and assured in favour of the said Miss. Mitali Mitra, **ALL THAT** undivided 1/3<sup>rd</sup> share of two storied brick built messuage tenement or dwelling house together with piece and parcel of land revenue redeemed land or ground thereunto belonging whereon or on part whereof the same is erected and built containing a total area 3 Cottahs, 5 Sq. ft. equivalent to 200.30 Sq. mt. be the same a little more or less lying at and being Premises No. 30 Panditia Place, being Plot No. 26A formed out of Premises No. 11, Panditia Road, within the Police Station - Ballygunge, comprised in Holding no. 251 (Old Holding no. 111), Sub-Division - P, Division - VI, Mouza - Beltala, DihiPanchannagram, Sub-Registry Office - Sealdah, District - 24 Parganas which document was registered at the office of the Sub-Registrar at Sealdah and recorded in Book no. 1, Volume No. 38, Pages from 130 to 144, Being No. 1285 for the year 1974.

**AND WHEREAS** by another deed of Conveyance bearing date the 12<sup>th</sup> July, 1974 made between Balai Chandra Nath, son of Rabindra Lal Nath, therein described as the **Vendor** of the *First Part*, Salil Kumar Mitra, son of Upendra Kumar Mitra, therein described as the Confirming Party of the *Second Part* and Miss. Mitali Mitra, daughter of Salil Kumar Mitra, therein described as the **Purchaser** of



Post Office - Khidderpore, Kolkata - 700 023, hereinafter called referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and its successor-in-office, legal representative and/or assigns) of the **OTHER PART.**

**WHEREAS** by a Deed of Conveyance bearing date the 12<sup>th</sup> July, 1974 made between Kanai Lal Nath, son of Rabindra Lal Nath, therein described as the **Vendor** of the *First Part*, Salil Kumar Mitra, son of Upendra Kumar Mitra, therein described as the Confirming Party of the *Second Part* and Miss. Mitali Mitra, daughter of Salil Kumar Mitra, therein described as the **Purchaser** of the *Third Part* the said Kanai Lal Nath for the consideration mentioned therein granted transferred, conveyed, assigned and assured in favour of the said Miss. Mitali Mitra, **ALL THAT** undivided 1/3<sup>rd</sup> share of two storied brick built messuage tenement or dwelling house together with piece and parcel of land revenue redeemed land or ground thereunto belonging whereon or on part whereof the same is erected and built containing a total area 3 Cottahs, 5 Sq. ft. equivalent to 200.30 Sq. mt. be the same a little more or less lying at and being Premises No. 30 Panditia Place, being Plot No. 26A formed out of Premises No. 11, Panditia Road, within the Police Station - Ballygunge, comprised in Holding no. 251 (Old Holding no. 111), Sub-Division - P, Division - VI, Mouza - Beltala, DihiPanchannagram, Sub-Registry Office - Sealdah, District - 24 Parganas which document was registered at the office of the Sub-Registrar at Sealdah and recorded in Book no. 1, Volume No. 39, Pages from 69 to 83, Being No. 1284 for the year 1974.

Panditia Road, within the Police Station - Ballygunge, comprised in Holding no. 251 (Old Holding no. 111), Sub-Division - P, Division - VI, Mouza - Beltala, DihiPanchannagram, Sub-Registry Office - Sealdah, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 85, District - South 24 Parganas, More[fully described in the second schedule thereunder written which document was registered at the office of the A.D.S.R at Alipore and recorded in Book No. I, Volume No. 1605-2023, Pages 47408 to 47433, Being No. 160501346 for the year 2023.

**AND WHEREAS** the said Mitali Basu nee Mitra entered into an agreement for sale with Babita Shaw and Ratna Shaw on 21.10.2022 for sale of undivided  $\frac{1}{2}$  (half) share i.e. **ALL THAT** partly three storied brick built messuage tenement or dwelling house measuring an area 1875 Sq. ft. (Ground Floor : 750 Sq. Ft., First Floor : 750 Sq. Ft., Second Floor : 375 Sq. Ft.) together with piece and parcel of revenue redeemed land or ground thereunto belonging whereon or on part whereof the same is erected and built containing an area 1 Cottah 8 Chittacks 2.5 Sq. Ft. be the same or little more or less lying and at and being premises no 30 Panditia Place, being Plot No. 26A formed out of Premises No. 11, Panditia Road, within the Police Station - Ballygunge, comprised in Holding no. 251 (Old Holding no. 111), Sub-Division - P, Division - VI, Mouza - Beltala, DihiPanchannagram, Sub-Registry Office - Sealdah, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 85, District - South 24 Parganas. Morefully described in the second schedule thereunder written which document was registered at the Office of the A.D.S.R.



an area 1 Cottah 8 Chittacks 2.5 Sq. Ft. be the same or little more or less lying and at and being premises no. 30 Panditia Place, being Plot No. 26A formed out of Premises No. 11, Panditia Road, within the Police Station - Ballygunge, comprised in Holding no. 251 (Old Holding no. 111), Sub-Division - P, Division - VI, Mouza - Beltala, DihiPanchannagram, Sub-Registry Office - Sealdah, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 85, District - South 24 Parganas, morefully described in the second schedule thereunder written which document was registered at the Office of the A.D.S.R. Alipore and recorded in Book No.-1 Volume No. - 1605-2022, page 86350-86557, Being no. 160502444 for the year 2022.

**AND WHEREAS** by a deed of conveyance bearing date 24/08/2023 made between Smt. Mitali Basu nee Mitra therein described as vendor of one part and Sumit Kumar Shaw and Vandana Gupta therein described as the purchasers of the other part, the said Mitali Basu nee Mitra for the consideration mentioned therein granted sold conveyed transferred assigned and assured in favour of the said Sumit Kumar Shaw and Vandana Gupta **ALL THAT** undivided  $\frac{1}{2}$  (half) share partly three storied brick built messuage tenement or dwelling house measuring an area 1875 Sq. ft. (Ground Floor : 750 Sq. Ft., First Floor : 750 Sq. Ft., Second Floor : 375 Sq. Ft.) together with piece and parcel of revenue redeemed land or ground thereunto belonging whereon or on part whereof the same is erected and built containing an area 1 Cottah 8 Chittacks 2.5 Sq. Ft. be the same or little more or less lying and at and being premises no. 30 Panditia Place, being Plot No. 26A formed out of Premises No. 11,

**AND WHEREAS** thereafter the said Mitali Basu constructed partly another floor of the said building and enjoying the same without any interruption.

**AND WHEREAS** by virtue of the aforesaid happening the said Mitali Basu nee Mitra became the absolute Owner of **ALL THAT** partly three storied brick built messuage tenement or dwelling house measuring an area 3750 Sq. ft. (Ground Floor : 1500Sq. ft., First Floor : 1500 Sq. ft. and Second Floor : 750 Sq. ft.) together with piece and parcel of land revenue redeemed land or ground thereunto belonging whereon or on part whereof the same is erected and built containing a total area 3 Cottahs, 5 Sq. ft. equivalent to 200.30 Sq. mt. be the same a little more or less lying at and being Premises No. 30 Panditia Place, being Plot No. 26A formed out of Premises No. 11, Panditia Road, within the Police Station - Ballygunge, comprised in Holding no. 251 (Old Holding no. 111), Sub-Division - P, Division - VI, Mouza - Beltala, DihiPanchannagram, Sub-Registry Office - Sealdah, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 85, District - South 24 Parganas.

**AND WHEREAS** the said Mitali Basu nee Mitra entered into an agreement for sale with Sumit Kumar Shaw and Vandana Gupta on 30.11.2022 for sale of undivided  $\frac{1}{2}$  (half) share i.e. **ALL THAT** partly three storied brick built messuage tenement or dwelling house measuring an area 1875 Sq. ft. (Ground Floor : 750 Sq. Ft., First Floor : 750 Sq. Ft., Second Floor : 375 Sq. Ft.) together with piece and parcel of revenue redeemed land or ground thereunto belonging whereon or on part whereof the same is erected and built containing



Chittacks 1.25 Sq. ft. be the same or little more or less lying and at and being premises no 30 Panditia Place, being Plot No. 26A formed out of Premises No. 11, Panditia Road, within the Police Station - Gariahat, comprised in Holding no. 251 (Old Holding no. 111), Sub-Division - P, Division - VI, Mouza - Beltala, DihiPanchannagram, Sub-Registry Office - Alipore, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 85, District - South 24 Parganas morefully described in the second schedule thereunder written which document was registered at the office of D.S.R III Alipore South 24 Paraganas and recorded in Book No- I Volume No - 1603-2025 pages from 47111-47136 being no 160301855 for the year 2025.

**AND WHEREAS** by a Deed of Gift bearing date 31/01/2025 made between Smt. Vandana Gupta wife of Manoj Kumar Gupta therein described as the Donor of the one part and Sri Manoj Kumr Gupta son of Late Shyam Sundar Shaw therein described as the Donee of the other part, the said Vandana Gupta for natural love and affection towards her husband granted transferred by way of a deed of gift in favour of her husband. **ALL THAT** undivided  $\frac{1}{4}$  share of partly three storied brick built messuage tenement or dwelling house measuring an area 937.5 Sq. ft. (Ground Floor : 375 Sq. ft., First Floor : 375 Sq. ft., Second Floor : 187.5 Sq. ft.) together with piece and parcel of revenue redeemed land or ground thereunto belonging whereon or on part whereof the same is erected and built containing an area 0 Cottah 12 Chittacks 1.25 Sq. ft. be the same or little more or less lying and at and being premises no 30 Panditia Place, being Plot No. 26A formed out of Premises No. 11, Panditia Road, within the

111), Sub-Division - P, Division - VI, Mouza - Beltala, DihiPanchannagram, Sub-Registry Office - Alipore, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 85, District - South 24 Parganas, morefully described in the second schedule thereunder written which document was registered at the Office of the A.D.S.R. Alipore and recorded in Book No.-1, Volume No.- 1605-2023, page 47434 to 47459, Being no. 160501347 for the year 2023.

**AND WHEREAS** by virtue of the purchase as aforesaid the said Sumit Kumar Shaw, Vandana Gupta, Babita Shaw and Ratna Shaw duly mutated their names in the records of The Kolkata Municipal Corporation vide Assesse no 110851700377 and obtain Building plan vide No. 2024080094, dated 07/01/2025, each having undivided 1/4<sup>th</sup> share therein.

**AND WHEREAS** By a deed of gift bearing date 31/01/2025 made between Smt. Ratna Shaw wife of Pradeep Kumar Shaw therein described as the Donor of the one part and Sri Pradeep Kumar Shaw son of Late Shyam Sundar Shaw therein described as the Donee of the other part, the said Ratna Shaw for natural love and affection towards her husband granted transferred by way of a deed of gift in favour of her husband. **ALL THAT** undivided ¼ share of partly three storied brick built messuage tenement or dwelling house measuring an area 937.5 Sq. ft. (Ground Floor : 375 Sq. ft., First Floor : 375 Sq. ft., Second Floor : 187.5 Sq. ft.) together with piece and parcel of revenue redeemed land or ground thereunto belonging whereon or on part whereof the same is erected and built containing an area 0 Cottah 12



Alipore and recorded in Book No.-1, Volume No. - 1605-2022, page 79390 to 79415, Being no. 160502265 for the year 2022.

**AND WHEREAS** subsequently it was detected in the said Agreement for Sale, that the Police Station has been written as Ballygunge instead of Gariahat and Sub-Registry office also has been written as Sealdah instead of Alipore for which a Deed of Declaration has been register rectifying the said error which document was registered at the office of the A.D.S.R. - Alipore and recorded in Book No. IV, Volume No. 1605-2022, Pages 4347 to 4359, Being No. 160500281 for the year 2022.

**AND WHEREAS** by a deed of conveyance bearing date 24/09/2023 made between Smt. Mitali Basu nee Mitra therein described as vendor of one part and Babita Shaw and Ratna Shaw therein described as the purchasers of the other part, the said Mitali Basu nee Mitra for the consideration mentioned therein granted sold conveyed transferred assigned and assured in favour of the said Babita Shaw and Ratna Shaw **ALL THAT** undivided  $\frac{1}{2}$  (half) share partly three storied brick built messuage tenement or dwelling house measuring an area 1875 Sq. ft. (Ground Floor : 750 Sq. ft., First Floor : 750 Sq. ft., Second Floor : 375 Sq. ft.) together with piece and parcel of revenue redeemed land or ground thereunto belonging whereon or on part whereof the same is erected and built containing an area 1 Cottah 8 Chittacks 2.5 Sq. ft. be the same or little more or less lying and at and being premises no 30 Panditia Place, being Plot No. 26A formed out of Premises No. 11, Panditia Road, within the Police Station - Gariahat, comprised in Holding no. 251 (Old Holding no.

office of D.S.R III Alipore South 24 Paraganas and recorded in Book No- I Volume No - 1603-2025 pages from 63274-63299 being no 160301858 for the year 2025.

**AND WHEREAS** by a Deed of Gift bearing date 11/02/2025 made between Sri Sumit Kumar Shaw, son of Dilip Kumar Shaw therein described as the donor of the one part and Smt. Babita Shaw, wife of Sri Dilip Kumar Shaw therein described as the Donee of the other part, the said Sumit Kumar Shaw for natural love and affection towards his mother granted transferred by way of a Deed of Gift in favour of her husband. **ALL THAT** undivided  $\frac{1}{4}$  share of partly three storied brick built messuage tenement or dwelling house measuring an area 937.5 Sq. ft. (Ground Floor : 375 Sq. ft., First Floor : 375 Sq. ft., Second Floor : 187.5 Sq. ft.) together with piece and parcel of revenue redeemed land or ground thereunto belonging whereon or on part whereof the same is erected and built containing an area 0 Cottah 12 Chittacks 1.25 Sq. ft. be the same or little more or less lying and at and being premises no 30 Panditia Place, being Plot No. 26A formed out of Premises No. 11, Panditia Road, within the Police Station - Gariahat, comprised in Holding no. 251 (Old Holding no. 111), Sub-Division - P, Division - VI, Mouza - Beltala, Dihi Panchannagram, Sub-Registry Office - Alipore, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 85, District - South 24 Parganas morefully described in the second schedule thereunder written which document was registered at the office of D.S.R III Alipore South 24 Paraganas and recorded in Book No- I Volume No - 1603-2025 pages from 85737-85763 being no 160302552 for the year 2025.



municipal limits of the Kolkata Municipal Corporation under Ward No. 85, District – South 24 Parganas morefully described in the second schedule thereunder written which document was registered at the office of D.S.R III Alipore South 24 Paraganas and recorded in Book No- I Volume No – 1603-2025 pages from 62990-63016 being no 160301857 for the year 2025.

**AND WHEREAS** by a Deed of Gift bearing date 31/01/2025 made between Sri Manoj Kumar Gupta, son of Late Shyam Sundar Shaw therein described as the donor of the one part and sri Dilip Kumar Shaw, son of Late Shyam Sundar Shaw therein described as the Donee of the other part, the said Manoj Kumar Gupta for natural love and affection towards his brother granted transferred by way of a deed of gift in favour of her husband. **ALL THAT** undivided  $\frac{1}{4}$  share of partly three storied brick built messuage tenement or dwelling house measuring an area 937.5 Sq. ft. (Ground Floor : 375 Sq. ft., First Floor : 375 Sq. ft., Second Floor : 187.5 Sq. ft.) together with piece and parcel of revenue redeemed land or ground thereunto belonging whereon or on part whereof the same is erected and built containing an area 0 Cottah 12 Chittacks 1.25 Sq. ft. be the same or little more or less lying and at and being premises no 30 Panditia Place, being Plot No. 26A formed out of Premises No. 11, Panditia Road, within the Police Station – Gariahat, comprised in Holding no. 251 (Old Holding no. 111), Sub-Division – P, Division – VI, Mouza – Beltala, DihiPanchannagram, Sub-Registry Office – Alipore, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 85, District – South 24 Parganas morefully described in the second schedule thereunder written which document was registered at the

Police Station – Gariahat, comprised in Holding no. 251 (Old Holding no. 111), Sub-Division – P, Division – VI, Mouza – Beltala, DihiPanchannagram, Sub-Registry Office – Alipore, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 85, District – South 24 Parganas morefully described in the second schedule thereunder written which document was registered at the office of D.S.R III Alipore South 24 Paraganas and recorded in Book No- I Volume No – 1603-2025 pages from 47137-47163 being no 160301856 for the year 2025.

**AND WHEREAS** by a Deed of Gift bearing date 31/01/2025 made between Sri Pradeep Kumar Shaw, Son of Late Shyam Sundar Shaw therein described as the donor of the one part and Sri Dilip Kumar Shaw, son of Late Shyam Sundar Shaw therein described as the Donee of the other part, the said Pradeep Kumar Shaw for natural love and affection towards his brother granted transferred by way of a deed of gift in favour of her husband. **ALL THAT** undivided  $\frac{1}{4}$  share of partly three storied brick built messuage tenement or dwelling house measuring an area 937.5 Sq. ft. (Ground Floor : 375 Sq. ft., First Floor : 375 Sq. ft., Second Floor : 187.5 Sq. ft.) together with piece and parcel of revenue redeemed land or ground thereunto belonging whereon or on part whereof the same is erected and built containing an area 0 Cottah 12 Chittacks 1.25 Sq. ft. be the same or little more or less lying and at and being premises no 30 Panditia Place, being Plot No. 26A formed out of Premises No. 11, Panditia Road, within the Police Station – Gariahat, comprised in Holding no. 251 (Old Holding no. 111), Sub-Division – P, Division – VI, Mouza – Beltala, DihiPanchannagram, Sub-Registry Office – Alipore, within the



- (i) That the said owners have a full and absolute authority and there is no legal bar or otherwise to enter upon this agreement.
- (ii) Except of the above named owners no one else has any right title, interest, claim or demand in any nature whatsoever and/or howsoever over the said premises or any part thereof.
- (iii) There is no notice of acquisition and/or requisition or any case or proceeding either Civil or Criminal nature is/are not pending in the respective learned Court in the District Kolkata or elsewhere upon the said premises or any part thereof.
- (iv) The said owners have not entered into any Agreement for sale, transfer, lease, Development Agreement or otherwise for any purpose regarding the said premises or any part thereof.
- (v) The said property is not affected by provisions of the Urban Land (Ceiling & Regulations) Act, 1976.
- (vi) The said premises is free from all encumbrances, charges, liens lispendences, attachments, whatsoever and/or howsoever.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIESAS FOLLOWS :-

Unless in these presents there is nothing in the subject or context in consistent therewith:-

- (i) **"OWNERS"** shall mean the (1) **BABITA SHAW** , wife of Dilip Kumar Shaw, by faith - Hindu, by occupation - Business, by nationality - Indian, (2) **DILIP KUMAR SHAW**, son of Late Shyam Sundar Shaw, by faith - Hindu, by occupation - Business, by nationality - Indian, both residing at 19C, Mohan Chand Road, Post Office - Khidirpore, Police Station - Watgunge, Kolkata - 700 023, District - South 24 Parganas.

otherwise well and sufficiently entitled to the entirety of the said property.

**AND WHEREAS** after being fully satisfied regarding the aforesaid representations made by the Owners discussed with the Developer concerning the viability of the development of the said property and the terms and conditions on which the development of the said property can be undertaken and after such discussion the Developer has agreed to develop the said property in accordance with the building plan vide no 2024080094, dated 07/01/2025 duly sanctioned by the Kolkata Municipal Corporation for construction of a multi-storied building at the said property comprising flats, commercial spaces and car parking space(s), on Ownership basis in accordance with the law, at the Developers' own cost and expenses subject to the terms and condition as mentioned herein below.

**AND WHEREAS** the Developer has inspected all the papers and documents relating to the title of the Owners to the said property and has made itself satisfied regarding the title of the Owners to the said property and has agreed not to put forward any requisition or requisitions or title and have further agreed to develop the said property by constructing a multistoried building at the said property in accordance with building plan to be sanctioned by the Kolkata Municipal Corporation on the terms and conditions hereinafter appearing.

**AND WHEREAS** at or before execution of this agreement the said owners have represented and assured the Developer as follows :-



**AND WHEREAS** in the manner stated above the said Babita Shaw and Dilip Kumar Shaw became the joint owners of **ALL THAT** partly three storied brick built messuage tenement or dwelling house measuring an area 3750 Sq. ft. (Ground Floor : 1500 Sq. ft., First Floor : 1500 Sq. ft., Second Floor : 750 Sq. ft.) together with piece and parcel of revenue redeemed land or ground thereunto belonging whereon or on part whereof the same is erected and built containing an area 3 Cottah 0 Chittacks 5 Sq. ft. be the same or little more or less lying, situated at being premises no. 30 Panditia Place, being Plot No. 26A formed out of Premises No. 11, Panditia Road, within the Police Station - Gariahat, comprised in Holding no. 251 (Old Holding no. 111), Sub-Division - P, Division - VI, Mouza - Beltala, DihiPanchannagram, Sub-Registry Office - Alipore, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 85, District - South 24 Parganas morefully described in the FIRST SCHEDULE hereunder written.

**AND WHEREAS** the Owners are desirous of developing the said property by constructing a multi-storied building after demolishing the existing building thereon.

**AND WHEREAS** the Owners have marketable title to the said property more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written hereinafter referred to as "*the said Property*" AND that the said property is free from all encumbrances charges liens lispendens attachments whatsoever or howsoever AND that the Owners are now seized and possessed of or

Corporation under Ward No. 85, District - South 24 Parganas. morefully described in the **Third Schedule** hereunder written.

- (i) **COMMON FACILITIES AND AMENITIES** : shall include all common spaces which will be provided by the Developer commonly to the said Owner and Purchaser, particulars of which have been set out in the **FOURTH SCHEDULE** hereunder written and required for establishment location enjoyment provision, maintenance and/or management of the Building.
- (ii) **SALEABLE SPACE** : shall mean the space in the new Building available for independent use and occupation including due provisions for common facilities and the spaces required thereof.
- (iii) **NEW BUILDING** : shall mean the multi-storied Building to be constructed by the Developer on the said Property as per the plan to be sanctioned by the Kolkata Municipal Corporation.
- (iv) **SERVICE ORGANISATION** : shall mean a Society, Body or Association to be formed by the Developer and the Owner in consultation with the other Flat-Owners to take over the management/administration of the common facilities in the said Building and to be registered under West Bengal Society Act 1961.
- (v) **COST OF COMMON FACILITIES** : shall mean and include the costs of operating and maintaining as and when required, the common facilities after completion of the Building and shall include taxes, charges, salaries, premium and other expenses payable in respect thereof or incidental thereto to be shared proportionately by the Owner / Flat-Owner / Occupants of the said Building as per their



Floor, Flat no 2C on the Eastern portion of First Floor, Flat no 3C on the Eastern Portion of Second Floor, Flat no 4C on the Eastern Portion of Third Floor and Flat no 5C on the Eastern Portion of Fourth Floor along with two covered car parking space on the Ground Floor, One on the Southern portion of ground floor and other is on the eastern portion of ground floor together with rights and interest on undivided land underneath the building and together with all the easements, user rights and facilities on common parts and service areas attached to the building lying and situate at being premises no 30 Panditia Place, being Plot No. 26A formed out of Premises No. 11, Panditia Road, within the Police Station - Gariahat, comprised in Holding no. 251 (Old Holding no. 111), Sub-Division - P, Division - VI, Mouza - Beltala, DihiPanchannagram, Sub-Registry Office - Alipore, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 85, District - South 24 Parganas morefully described in the **Second Schedule** hereunder written

- (v) **DEVELOPER'S ALLOCATION** : The Developer will be allocated remaining area of the proposed building together with rights and interest on undivided land underneath the building and together with all the easements, user rights and facilities on common parts and service areas attached to the building lying and situate at being premises no 30 Panditia Place, being Plot No. 26A formed out of Premises No. 11, Panditia Road, within the Police Station - Gariahat, comprised in Holding no. 251 (Old Holding no. 111), Sub-Division - P, Division - VI, Mouza - Beltala, DihiPanchannagram, Sub-Registry Office - Alipore, within the municipal limits of the Kolkata Municipal

- (ii) **URBAN BUILDS, (PAN : AAIFU7056L)** a partnership firm having its principal place of business at 19U, Mohan Chand Road, Police Station - Watgung, Post Office - Khidderpore, Kolkata - 700 023 District 24 Parganas (South) West Bengal, represented by its partners namely - **1) SRI RISHAV SHAW** son of Sri Dilip Kumar Shaw, residing at 19C, Mohan Chand Road **2) SRI SUMIT KUMAR SHAW**, son of Sri Dilip Kumar Shaw Gupta, residing at 19C, Mohan Chand Road, P.S. Watgung, P.O. - Kidderpore, Kolkata - 700 023 District 24 Parganas (South).
- (iii) THE SAID PLOT / PROPERTY shall mean and include **ALL THAT** partly three storied brick built messuage tenement or dwelling house measuring an area 3750 Sq. ft. ( Ground Floor 1500 Sq. ft., First Floor 1500 Sq. ft., Second Floor 750 Sq. ft.) together with piece and parcel of revenue redeemed land or ground thereunto belonging whereon or on part whereof the same is erected and built containing an area 3 Cottah 0 Chittacks 5 Sq. ft. be the same or little more or less lying and at and being premises no. 30 Panditia Place, being Plot No. 26A formed out of Premises No. 11, Panditia Road, within the Police Station - Gariahat, comprised in Holding no. 251 (Old Holding no. 111), Sub-Division - P, Division - VI, Mouza - Beltala, DihiPanchannagram, Sub-Registry Office - Alipore, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 85, District - South 24 Parganas.
- (iv) **OWNER'S ALLOCATION :-** The Owner's allocation shall mean Owners will be allocated 6 nos of flats being no Flat no 1A on the north west portion of the ground floor, Flat no 2B on the Western portion of First



returned to the owners at the time of handover of owner's allocation along with sanctioned building plan.

- (ii) The developers shall provide the Owners all the legal deeds of the said premises as and when they requires, provided they returns the same to the Developer for the development process of the building.
- (iii) To sign and execute the Plans, Drawings, Elevations, Sections, Forms, Applications, and other papers and instructions, verify and affirm Affidavits and Declarations or otherwise as may be required from time to time for permission, approvals, sanctions, consent, quota, license or otherwise relating to or arising out of construction, erection and completion of the said residential building at the said property or as may be required reasonably from time to time by the Developer/Other Part, without any delay, refusal, claim or demand.
- (iv) To sign and execute papers in favour of the Development / Builder / Contractor as may be required in connection with construction, erection and completion of the building for the purpose of obtaining all necessary permission and sanction from different authorities in connection with the construction of the building as well as for representing it before all concerned authorities including execution of all relevant papers, documents, instruments, deeds, writing in accordance with law and to sell the Developer's allocation to the intending Purchaser/s and to execute the Deed of Conveyance in favour of them as per the terms and agreement of these present.

4) OWNERS RIGHT :-

- (b) After successfully obtaining vacant and peaceful possession of "the said property" the Developers / Other Part at its own cost and risk will demolish the existing old messuages, tenements and all buildings and walls and remove all debris and old building materials etc. save and except any valuables found, if any, shall be appropriated by the Developer / Other Part.
- (c) The Developers / Other Part shall after the demolition of the existing building of the said property, construct a multi-storied building at its own cost and expenses in accordance with the sanction plan to be sanctioned by the Kolkata Municipal Corporation. The Owners hereby confirm of all possible assistance in relation to such development. Till the completion of the said construction work all responsibilities will be borne by the Developer.
- (d) The Developers / Other Part shall construct and complete at its own cost and expenses the multi storied building (hereinafter referred to as the new building) on the said property in accordance with the sanctioned building plan vide no 2024080094 Dated 07.01.2025 duly sanctioned by the Kolkata Municipal Corporation within a period of **18 months** from the date of sanctioned building plan or obtaining vacant possession from the Owners and occupier whichever is later.
- 3) **OWNERS' OBLIGATIONS: -**
- (i) That with the execution of this agreement the Owner hereby delivered all the original deeds along with other relevant papers to the developers against accountable receipt and the same shall be



respective allocated area, particulars of which have been set out in the FIFTH SCHEDULE hereunder written.

- (vi) ARCHITECT : shall mean a qualified person or persons having experience in Civil Constructions and duly registered with the Kolkata Municipal Corporation and all other statutory Authorities required under the prevailing laws.
- (vii) ADVOCATE : shall mean the lawyer who may be appointed by the One Part in consultation with the Other Part.
- (viii) SINGULAR NUMBER : shall mean include plural number and vice-versa.

**NOW THIS AGREEMENT FURTHER WITNESSETH AS FOLLOWS: -**

- 1) The Owner has simultaneously with the execution of this Agreement appointed the **DEVELOPER** i.e. the **OTHER PART** herein as the Developer to develop the said premises morefully described in the **FIRST SCHEDULE** hereunder written by constructing Multi storied building comprising Flats, common areas and the Developer / Other Part has accepted such appointment on the terms and conditions contained in this Agreement.
- 2) **DEVELOPMENT OF THE PREMISES TO BE DONE IN THE FOLLOWING MANNER: -**
  - (a) Simultaneously with the execution of this Agreement, the Developer / Other Part herein shall get the symbolic possession of the entirety of the said property within the **three months** from the date of signing of this agreement.

building and other inputs and facilities required for the construction or enjoyment of the building.

- (v) The Developer shall at its own costs and expenses and without creating any financial or other liability on the Owners construct and complete the said Building including the Owner's allocation in accordance with the Building Plan.
- (vi) All costs, charges and expenses including Municipal fees and Architect fees shall be discharged by the Developer during the period from the execution of this Agreement till the completion of the construction of the said building and the Owners shall bear no responsibility in this context for the above-mentioned period.

**7) COMMON FACILITIES :-**

- (i) The Developer shall pay and bear all property Taxes and other dues and outgoings in respect of the entire property accrued on and from the date of execution of this Agreement.
- (ii) As soon as the Building is completed, the Developer shall give written Notice to the Owners requesting the Owners to take possession of the Owners' Allocation in the building and if there is no dispute regarding the construction of the building in terms and conditions of this Agreement and if it is constructed according to the specifications thereof and Certificate of the Architect being produced to the effect then within **Fifteen (15) days** from the date of service of such Notice and at all times thereafter the Owners shall be exclusively responsible for payment of Municipal and Property Taxes, rates, dues, duties and other public outgoings and impositions including maintenance



license to the Developer to commercially exploit the same in terms hereof by constructing a multistoried Building on the said property and to deal with the Developer's allocation in the building in the manner hereafter stated.

6) **BUILDING :-**

- (i) The Developer shall at its own costs and expenses construct, erect and complete a multi-storied building on the said property within the time specified above in accordance with the Building Plan with good and standard materials as may be specified by the Architect from time to time and the Owners contribution would be in the form of land being the said property.
- (ii) The Developer shall install and erect in the said multi-storied Building at its own costs and expenses together with all the facilities as are required to be provided in the proposed building having self-contained Apartment and constructed for sale of flats.
- (iii) The Developer shall arrange for common meter at its own cost and expenses and also for arrange the individual meters in respect of all the flats at the cost of the respective occupiers.
- (iv) The Developer shall be authorized in the name of the Owners in so far as it necessary to apply for and obtain quotas entitlements and other allocation for cement, steel, bricks and other building materials allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, electricity, drainage, sewerage whatsoever to the said

- a. The Owners absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property more fully and particularly described in the FIRST SCHEDULE hereunder written.
- b. None other than the said Owners and/or their legal heirs have any claim right, title and/or demand over and in respect of the said property and/or any portion thereof.
- c. The said property is free from all encumbrances, charges, liens, lispendences, trusts, attachments, acquisitions / requisitions whatsoever and however.
- d. The said property is not affected by provisions of the Urban Land (Ceiling & Regulations) Act, 1976.
- e. There is no bar legal or otherwise for the Owners to obtain the Certificate under Section 230A (I) of the Income Tax Act, 1961 or any modification thereof and other consents and permission that may be required for the purpose.

**5) DEVELOPER RIGHTS :-**

- (i) The Developer will hold possession of the said property as exclusive Developer and the Developer has got authority to construct a multi-storied building on the said property as per sanctioned plan.
- (ii) Nothing in these presents shall be construed as a demise or assignment or conveyance in Law by the Owners of the said property or any part thereof to the Developer or is creating any right, title or interest in respect thereof of the Developer other than an exclusive



- (ii) The Owners hereby agrees and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of Developer's Allocation.
- (iii) The Owners hereby agrees and covenant with the Developer not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof for any reason whatsoever during the period of construction work.

9) **DEVELOPER FURTHER OBLIGATIONS :-**

- (i) The Developer hereby agrees and covenants with Owners to complete the construction of the Building within the stipulated time as stated hereinabove only.
- (ii) The Developer hereby agrees and covenants with the Owners not to transfer and assign benefits of this Agreement or any part thereof without written consent of the Owner.
- (iii) The Developer hereby agrees and covenant with the Owners not to do any act, deed or thing whereby the Owners prevented from enjoying, selling, assigning and/or disposing of any of the Owners' Allocation on the Building.
- (iv) The Developer hereby agrees that the original sanctioned plan and other relevant papers shall be delivered to the Owners at the time of handing over possession of the Owners' allocation.
- (v) The Developer is not authorized to enjoy any financial assistance against the mentioned property from any person/persons, organization. The Developer also not authorized to have any credit facilities from any supplier, if so, in case of any further disputes. The

charges whatsoever (hereinafter for the sake of brevity referred to as "The said Rates") payable in respect of the Owners' Allocation and the Developer and/or the 'Allottees/Purchasers' of the Flats of the Developer share shall be responsible to pay the balance of the said rates.

- (iii) Notwithstanding anything contained herein before, it is agreed that until individual assessment of the respective Flat is being made by the authority concerned the said rates will be borne by the individual 'Flat-Owner' proportionately as per their respective Flat area.
- (iv) As and from the date of service of Notice of possession Owners 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 in respect of the Owners' Allocation, full particulars of which have been set out in the FIFTH SCHEDULE hereunder written.
- (v) The Owners shall not do any act, deed or thing where by the Developer" shall be prevented from the construction and/or completion of the said Building.

8) **OWNERS FURTHER OBLIGATIONS :-**

- (i) The Owners hereby agrees and covenant with Developer not to cause any interference or hindrance in the construction of the said Building on the said property by the Developer, if anything is not going against the spirit of this Agreement. But Owners have full liberty to inspect the progress of work personally or by their authorized representative as and when require.



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- (iii) Notwithstanding anything contained herein before, it is agreed that until individual assessment of the respective Flat is being made by the authority concerned the said rates will be borne by the individual 'Flat-Owner' proportionately as per-their respective Flat area.
- (iv) As and from the date of service of Notice of possession Owners 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 in respect of the Owners' Allocation, full particulars of which have been set out in the FIFTH SCHEDULE hereunder written.
- (v) The Owners shall not do any act, deed or thing where by the Developer" shall be prevented from the construction and/or completion of the said Building.

8) **OWNERS FURTHER OBLIGATIONS :-**

- (i) The Owners hereby agrees and covenant with Developer not to cause any interference or hindrance in the construction of the said Building on the said property by the Developer, if anything is not going against the spirit of this Agreement. But Owners have full liberty to inspect the progress of work personally or by their authorized representative as and when require.

with or disturb quiet and peaceful possession of the Developer's Allocation provided that the Developer has complied with all the terms and conditions which are to be observed and performed by the Developer under these presents.

- (ii) The Owners shall entitle to transfer and/or otherwise deal with the Owners' allocation in the building.
- (iii) In so far as necessary all dealings by the Developer in respect of the Building shall be in the name of Owners for which purpose the Owners have agreed to execute a registered Development Power of Attorney favoring the Developer by these presents with clear understanding that such dealings shall not in any way fasten or create any financial liabilities upon the Owners.
- (iv) The ultimate roof of the proposed building shall remain common for all the Co-owners of the newly constructed building.
- (v) The Owners and the Developer have entered into this Agreement purely for construction and nothing contained herein shall be deemed to construct as partnership between the Developer and the Owners or as a joint venture between the parties hereto constitute as an Association of persons this arrangement is subject to production of the original Deed of Conveyance as aforesaid.
- (vi) It is understood that from time to time to facilitate the construction of the building 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 Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein, the Owners hereby undertake to



the construction work smoothly and in that event the Owners shall pay to the developer the cost of construction, non-refundable amount and cost of building sanction plan along with other incidental expenses.

11) **OWNER'S INDEMNITY :-**

The Owners hereby undertake that the Developer shall be entitled to the construction and shall enjoy its allocation without any interference or disturbance provided the Developer will performs, observes and fulfills all the terms and conditions herein contained and/or on their part to be observed, performed and/or fulfilled.

12) **DEVELOPER'S INDEMNITY :-**

- (i) The Developer hereby undertakes to keep the Owners indemnified from and against all third party's claims and actions arising out of any part of act or commission of the Developer in or relating to the construction of the said Building.
- (ii) The Developer hereby indemnifies and keep the Owners indemnified from and against all actions, suits, costs, proceedings and claims and demands that may arise out of the Developer's Allocation with regard to the development of the said property and/or in the matter of the construction of the Building and/or for any defect therein.

13) **MISCELLANEOUS :-**

- (i) The Developer shall be exclusively entitled to the Developer Allocation in the Building with the right to transfer or otherwise deal with of dispose of the same and the Owners shall not in any way interfere

Owners shall not be liable and/or responsible and no claim will be entertained in connection with any liability.

- (vi) The Developer shall be duty bound to complete the Owner's allocated portion in all respect including permanent domestic water and sewerage connection, electricity connection with points etc. as well areas and facilities and make the same fully habitable for user as per law within the time mentioned hereinabove.
- (vii) The Owners, Developer and the occupiers also agrees to pay/bear any Sales Tax, GST, Service Tax or any other tax or levy according to their respective allocation for the Development project as per prevailing law.

10) **FURTHER OBLIGATIONS MUTUALLY AGREED BY THE OWNERS AND THE DEVELOPER :-**

- (i) The Owners agree and covenant with the Developer that as soon as the Owners' allocated areas will be completed as per specification and satisfactory condition, and/or request of the Developer to take possession mentioned in the Owners' Allocation, they will take possession within **Fifteen days** Notice and without any disturbances or creating any problems provided the allocated portion are upto the entire satisfaction of the Owners.
- (ii) That the Owners shall not obstruct and/or interfere with regard the construction work of the proposed Building. If the construction work is delayed due to obstruction by the Owners then in that event the Developer shall also cause delay in delivery of possession of the Owners' allocation but if the Developer neglect to complete the construction work then the Owners have right to cancel the agreement and the Owners have liberty to engage another Developer to proceed



ON THE NORTH : By Premises No. 29, Panditia Place ;  
ON THE SOUTH : By Premises No. 31A, Panditia Place ;  
ON THE EAST : By Panditia Place( KMC Road)  
ON THE WEST : By Partly Premises 11/46 and partly Premises  
No. 11/47, Panditia Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Owners' Allocation)**

The Owner's allocation shall mean Owners will be allocated **6 nos** of flats being no. **Flat no 1A** on the north west portion of the ground floor, **Flat no 2B** on the Western portion of First Floor, **Flat no 2C** on the Eastern portion of First Floor, **Flat no 3C** on the Eastern Portion of Second Floor, **Flat no 4C** on the Eastern Portion of Third Floor and **Flat no 5C** on the Eastern Portion of Fourth Floor along with **two** covered car parking space on the Ground Floor, One on the Southern portion of Ground Floor and other is on the Eastern portion of ground floor together with rights and interest on undivided land underneath the building and together with all the easements, user rights and facilities on common parts and service areas attached to the building lying and situate at being premises no 30 Panditia Place, being Plot No. 26A formed out of Premises No. 11, Panditia Road, within the Police Station - Gariahat, comprised in Holding no. 251 (Old Holding no. 111), Sub-Division - P, Division - VI, Mouza - Beltala, DihiPanchannagram, Sub-Registry Office - Alipore, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 85, District - South 24 Parganas.

be suspended from the obligations during the duration of the force majeure.

- (ii) Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lock-out, order of injunction and/or any other order of a statutory authority and any other act or commission beyond the control of the parties hereto.

15) **JURISDICTION :-**

Only the Courts having territorial jurisdiction over the said premises and the District Judge of South 24 Parganas shall have the jurisdiction in all matters relating to and/or emanating out of this agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** partly three storied brick built messuage tenement or dwelling house measuring an area 3750 Sq. ft. ( Ground Floor 1500 Sq. ft., First Floor 1500 Sq. ft., Second Floor 750 Sq. ft.) together with piece and parcel of revenue redeemed land or ground thereunto belonging whereon or on part whereof the same is erected and built containing an area 3 Cottah 0 Chittacks 5 Sq. ft. be the same or little more or less lying and at and being premises no. 30 Panditia Place, being Plot No. 26A formed out of Premises No. 11, Panditia Road, within the Police Station - Gariahat, comprised in Holding no. 251 (Old Holding no. 111), Sub-Division - P, Division - VI, Mouza - Beltala, DihiPanchannagram, Sub-Registry Office - Alipore, within the municipal limits of the Kolkata Municipal Corporation vide Assesse no 110851700377 under Ward No. 85, District - South 24 Parganas which is butted and bounded as follows :-



do all such acts, deeds, matters and things and the Owners shall execute a registered Development Power of Attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all such acts, deeds, matters and things if the same do not in any way infringe and/or effect the rights of the Owners in respect of the said Property and/or go against the spirit of this Agreement.

- (vii) Any Notice required to be given by the Developer shall be deemed to have been served on the Owners, if delivered by hand and duly acknowledged or send by registered post with acknowledgement due and shall likewise be deemed to have been served on the Developer, if delivered by hand or send by registered post with acknowledgement due to the Developer.
  - (viii) The Developer and the Owners with consultation with the other 'Flat-Owner' shall mutually frame Scheme for the management and/or for the administrations of the said Building and/or common parts and facilities thereof.
  - (ix) The Owners and the Developer hereby agree by all the rules and regulations of such Management / Society / Association / Organisation and hereby give their consent to abide by the same.
- 14) **FORCE MAJEURE :-**
- (i) The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall

### SPECIFICATIONS

- Foundation Building** : Building designed on RCC frame building and foundation and masonry wall provided with Durgapur TMT (ISI) grade S.E. 450 to 500 steel and Ultratech / Ambuja cement.
- Walls** : 200 mm thick brick work for external wall and 125 / 75 mm thick brick work in wire for internal walls and P.O.P. over cement plastering and Acrylic / Texture paint ICI weather shield / Berger weather coat.
- Windows** : Glazed aluminum sliding windows with Anodized section with M.S. Box Grill of 12 mm Sq. Bar.
- Doors** : Wood frame and wooden flush door at entrance and all the internal will be flush doors and PVC door for bathroom.
- Flooring** : Tiles at Bed room, Drawing room.
- Kitchen** : Tiles floor, Marble Kitchen counter Top 2'-0" wide with stainless steel sink of reputed make.
- Sanitary Ware** : Standard fittings of white commode and basin of reputed make.



**THE FIFTH SCHEDULE ABOVE REFERRED TO**

(Common Expenses to be borne by the Flat Owner)

1. Cost and expenses for maintaining, repairing, decorating etc. of the said four storied building and the said common areas and facilities to be enjoyed and used by the Flat Owner in common with other apartment Owner.
2. Cost of cleaning and lighting of passage, landing, staircase and other parts of the said four storied building to be enjoyed or used by the Flat Owner in common as aforesaid.
3. Electric Charges for the electric motor pump common lights and lift etc.
4. Cost of working and maintenance of common service such as line of filtered and unfiltered water (if any) sewerages or drains, rain water and water pipe etc.
5. Cost of consumption of water as may be charged by the Kolkata Municipal Corporation or any other authority.
6. Cost of decoration of the exterior wall of the said four storied building from time to time.
7. Salaries of Durwans, Electrician, Sweepers etc.
8. Taxes and other outgoings.
9. Such other expenses as are necessary or incidental for the maintenance and the service thereof.
10. Common expenses mean expenses for administration, maintenance, repair or replacement of the common areas and facilities and all other sums assessed against such apartment Owner by the Vendor or the said Association as the case may be.

### **THE THIRD SCHEDULE ABOVE REFERRED TO**

#### **(Developer's Allocation)**

The Developer will be allocated remaining area of the proposed building together with rights and interest on undivided land underneath the building and together with all the easements, user rights and facilities on common parts and service areas attached to the building lying and situate at being premises no 30 Panditia Place, being Plot No. 26A formed out of Premises No. 11, Panditia Road, within the Police Station - Gariahat, comprised in Holding no. 251 (Old Holding no. 111), Sub-Division - P, Division - VI, Mouza - Beltala, DihiPanchannagram, Sub-Registry Office - Alipore, within the municipal limits of the Kolkata Municipal Corporation under Ward No. 85, District - South 24 Parganas

### **THE FOURTH SCHEDULE ABOVE REFERRED TO**

#### **(Common area and facilities)**

- a. Land area.
- b. Water pump, water tank, water pipes and other common plumbing installations.
- c. Electrical wiring, meter, fittings, (including those as are installed for any particular unit), pump, pump rooms.
- d. Boundary walls and main gate.
- e. Drains and sewerage.
- f. Common passages, side passages, staircases, staircase landings.
- g. Lift.
- h. Ultimate roof of the building.
- i. Exterior walls, lateral and vertical support of the building.





Name BABITA SHAW  
Signature Babita Shaw

	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					



Name DILIP KUMAR SHAW  
Signature Dilip Kumar

	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					



Name RISHAV SHAW  
Signature Rishav Shaw

	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					



Name SUMIT KUMAR SHAW  
Signature Sumit Kumar Shaw

	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

**IN WITNESS WHEREOF** the PARTIES hereto set and subscribed their respective hands and seals in this on the day month year first above written.

**SIGNED, SEALED & DELIVERED** by the PARTIES within named at Kolkata in the presence of :

1. *Krishna Sharma* (1) *Babita Shaw*  
19/8, Mohan Chandra Road  
Kolkata-23 (2) *Shilpa Sharma*

\_\_\_\_\_  
Signature of the OWNERS

2. *Pratik Gupta*  
1A Mohan Chandra Road  
Kolkata-23

For **URBAN BUILDS**

(1) *Rishabh Shaw*  
(2) *Sumit Kumar Shaw*

\_\_\_\_\_  
Signature of the DEVELOPER

Drafted by me as per instruction and documents supplied by the parties :-

*Lal Mohan Mitra*  
**LAL MOHAN MITRA**  
ADVOCATE

Enrolment No. F-44/44/88  
Alipore Judges Court, Kolkata - 700 027

Computer print by :-

*Shib Sankar Bandyopadhyay*

**DAS XEROX & COMPUTER**  
Alipore Judges' Court,  
Kolkata- 700 027.



**Bathroom** : Flooring in Tiles, Walls with ceramic tiles up to the height of the door and ISI C.P. fitting of reputed make with hot / cold line, and every flat in respect of the Owner allocation will be consist of two numbers of bath cum privy.

**Electrical Installations :** Concealed copper wiring with wire and Modular switches of standard company and Air condition point in living room and all Bed rooms.

**Elevator** : Adequate capacity Adams.

**Water** : Round the Clock running supply.



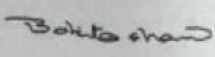



**Lobby** : IPS Flooring / Creazy Floor.

**Lift** : Adams (four passengers)

**Modern Architectural Elevation**

ALL EXTRA WORK WILL BE DONE BY THE DEVELOPER AT THE COST OF THE RESPECTIVE OCCUPIERS/OWNER OF THE BUILDING.

### Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Smt BABITA SHAW</b> Wife of Mr DILIP KUMAR SHAW Executed by: Self, Date of Execution: 26/03/2025 , Admitted by: Self, Date of Admission: 26/03/2025 ,Place : Office	<b>Photo</b>  26/03/2025	<b>Finger Print</b>  Captured LTI 26/03/2025	<b>Signature</b>  26/03/2025
19C, MOHAN CHAND ROAD, City:- , P.O:- KHIDDERPORE, P.S:-Wattgunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700023 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX0 , PAN No.: AVxxxxxx2M, Aadhaar No: 97xxxxxxxx6606, Status :Individual, Executed by: Self, Date of Execution: 26/03/2025 , Admitted by: Self, Date of Admission: 26/03/2025 ,Place : Office				
2	<b>Name</b> <b>Shri DILIP KUMAR SHAW</b> Son of Late SHYAM SUNDAR SHAW Executed by: Self, Date of Execution: 26/03/2025 , Admitted by: Self, Date of Admission: 26/03/2025 ,Place : Office	<b>Photo</b>  26/03/2025	<b>Finger Print</b>  Captured LTI 26/03/2025	<b>Signature</b>  26/03/2025
19C, MOHAN CHAND ROAD, City:- , P.O:- KHIDDERPORE, P.S:-Wattgunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700023 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX2 , PAN No.: AIxxxxxx1F, Aadhaar No: 21xxxxxxxx2013, Status :Individual, Executed by: Self, Date of Execution: 26/03/2025 , Admitted by: Self, Date of Admission: 26/03/2025 ,Place : Office				

### Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<b>URBAN BUILDS</b> 19U, MOHAN CHAND ROAD, City:- , P.O:- KHIDDERPORE, P.S:-Wattgunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700023 Date of Incorporation:XX-XX-2XX5 , PAN No.: AAxxxxxx6L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative



### Major Information of the Deed

Deed No :	I-1603-05796/2025	Date of Registration	26/03/2025
Query No / Year	1603-2000847788/2025	Office where deed is registered	
Query Date	25/03/2025 8:47:23 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	SUDIPTA BASAK Alipore, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9433098208, Status : Advocate		
Transaction	[0110] Sale, Development Agreement or Construction		
	Additional Transaction		
	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 1,93,50,693/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,020/- (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:- Gariahat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Panditia Place, , Premises No: 30, , Ward No: 085 Pin Code : 700019

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 5 Sq Ft		1,65,38,193/-	Property is on Road
Grand Total :				4.9615Dec	0 /-	165,38,193 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3750 Sq Ft.	0/-	28,12,500/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 1500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 1500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 2, Area of floor : 750 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		3750 sq ft	0 /-	28,12,500 /-	



DISTRICT SUB-REGISTRAR-III  
SOUTH 24 PGS. ALIPORE

26 MAR 2025



**Endorsement For Deed Number : I - 160305796 / 2025**

**On 26-03-2025**

**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 11:52 hrs on 26-03-2025, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri RISHAV SHAW ,

**Certificate of Market Value(WB PUVI rules of 2001)**  
Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,93,50,693/-.

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

Execution is admitted on 26/03/2025 by 1. Smt BABITA SHAW, Wife of Mr DILIP KUMAR SHAW, 19C, MOHAN CHAND ROAD, P.O: KHIDDERPORE, Thana: Wattgunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700023, by caste Hindu, by Profession Business, 2. Shri DILIP KUMAR SHAW, Son of Late SHYAM SUNDAR SHAW, 19C, MOHAN CHAND ROAD, P.O: KHIDDERPORE, Thana: Wattgunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700023, by caste Hindu, by Profession Business

Indetified by Mr PRATIK GUPTA, , Son of Mr ANUP KUMAR GUPTA, 19C, MOHAN CHAND ROAD, P.O: KHIDDERPORE, Thana: Wattgunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700023, by caste Hindu, by profession Business

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

Execution is admitted on 26-03-2025 by Shri RISHAV SHAW, PARTNERS, URBAN BUILDS (Partnership Firm), 19U, MOHAN CHAND ROAD, City:- , P.O:- KHIDDERPORE, P.S:-Wattgunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700023

Indetified by Mr PRATIK GUPTA, , Son of Mr ANUP KUMAR GUPTA, 19C, MOHAN CHAND ROAD, P.O: KHIDDERPORE, Thana: Wattgunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700023, by caste Hindu, by profession Business

Execution is admitted on 26-03-2025 by Shri SUMIT KUMAR SHAW, PARTNERS, URBAN BUILDS (Partnership Firm), 19U, MOHAN CHAND ROAD, City:- , P.O:- KHIDDERPORE, P.S:-Wattgunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700023

Indetified by Mr PRATIK GUPTA, , Son of Mr ANUP KUMAR GUPTA, 19C, MOHAN CHAND ROAD, P.O: KHIDDERPORE, Thana: Wattgunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700023, by caste Hindu, by profession Business

**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 25/03/2025 9:05PM with Govt. Ref. No: 192024250461158878 on 25-03-2025, Amount Rs: 21/-, Bank: SBI  
EPay ( SBlePay), Ref. No. 0999924402355 on 25-03-2025, Head of Account 0030-03-104-001-16

**Transfer of property for L1**



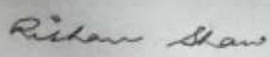


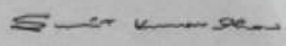
Sl.No	From	To. with area (Name-Area)
1	Smt BABITA SHAW	URBAN BUILDS-2.48073 Dec
2	Shri DILIP KUMAR SHAW	URBAN BUILDS-2.48073 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Smt BABITA SHAW	URBAN BUILDS-1875.000000000 Sq Ft
2	Shri DILIP KUMAR SHAW	URBAN BUILDS-1875.000000000 Sq Ft



### Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Shri RISHAV SHAW</b> <b>(Presentant)</b> Son of Shri DILIP KUMAR SHAW Date of Execution - 26/03/2025, , Admitted by: Self, Date of Admission: 26/03/2025, Place of Admission of Execution: Office	<b>Photo</b>  <small>Mar 26 2025 12:07PM</small>	<b>Finger Print</b>  <small>LTI 26/03/2025</small> Captured	<b>Signature</b>  <small>26/03/2025</small>
19C, MOHAN CHAND ROAD, City:- , P.O:- KHIDDERPORE, P.S:-Wattgunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700023, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX7 , PAN No.:: HRxxxxxx5C, Aadhaar No: 98xxxxxxxx0901 Status : Representative, Representative of : URBAN BUILDS (as PARTNERS)				
2	<b>Name</b> <b>Shri SUMIT KUMAR SHAW</b> Son of Shri DILIP KUMAR SHAW Date of Execution - 26/03/2025, , Admitted by: Self, Date of Admission: 26/03/2025, Place of Admission of Execution: Office	<b>Photo</b>  <small>Mar 26 2025 12:07PM</small>	<b>Finger Print</b>  <small>LTI 26/03/2025</small> Captured	<b>Signature</b>  <small>26/03/2025</small>
19C, MOHAN CHAND ROAD, City:- , P.O:- KHIDDERPORE, P.S:-Wattgunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700023, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.:: BYxxxxxx6F, Aadhaar No: 79xxxxxxxx4160 Status : Representative, Representative of : URBAN BUILDS (as PARTNERS)				

### Identifier Details :

Name	Photo	Finger Print	Signature
<b>Mr PRATIK GUPTA</b> Son of Mr ANUP KUMAR GUPTA 19C, MOHAN CHAND ROAD, City:- , P.O:- KHIDDERPORE, P.S:-Wattgunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700023	 <small>26/03/2025</small>	 <small>26/03/2025</small> Captured	 <small>26/03/2025</small>
Identifier Of Smt BABITA SHAW, Shri DILIP KUMAR SHAW, Shri RISHAV SHAW, Shri SUMIT KUMAR SHAW			

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 39,920/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 9045, Amount: Rs.100.00/-, Date of Purchase: 25/03/2025, Vendor name: A K SAMAJPATI

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 25/03/2025 9:05PM with Govt. Ref. No: 192024250461158878 on 25-03-2025, Amount Rs: 39,920/-, Bank: SBI EPay (SBlePay), Ref. No. 0999924402355 on 25-03-2025, 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 1603-2025, Page from 146746 to 146794  
being No 160305796 for the year 2025.



*[Handwritten signature]*

Digitally signed by Debasish Dhar  
Date: 2025.03.28 19:11:22 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 28/03/2025  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.