

1360/2024

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

L 554203

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

Addl. Dir. Sub-Registrar
Alipore, South 24 Parganas

19 JUL 2024

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this the
19th day of JULY, TWO THOUSAND TWENTY
FOUR (2024);

.....contd page 2

15921

15 JUL 2024

No.....Rs.5000/- Date.....

Name :Ankush Kanti Ray

Address :

Vendor :Subhankar Das
Alipore Collectorate, 24 Pgs. (South)

SUBHANKAR DAS
STAMP VENDOR
Alipore Police Court, Kol-27

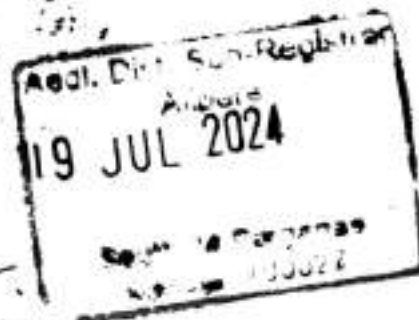
Advocate
Alipur Judge's Court
Kolkata - 27

15921 = 5000/-



me

Pallavi Sarda
w/o - Goutam Sarda
19, C.R. Park, Jadavpur,
kol-32
Occupation - Housewife



2
B E T W E E N

SRI GOUTAM SARDAR (PAN EWIPS7617P & AADHAAR No. 5876 4852 7043), son of Late Nemai Sardar, by faith Hindu, by occupation service, by nationality Indian, residing at 19, Chittaranjan Park, P. O. & P. S. Jadavpur, Kolkata – 700 032, District South 24 Parganas, West Bengal; hereinafter called and referred to as the "LANDLORD/OWNER" (which terms or expressions shall, unless excluded by or repugnant to the context, be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

A N D

M/s. DREAM CITY DEVELOPER (PAN AAWFD2294H), a partnership firm, having its office at 52/C. Raja S. C. Mallick Road, P. O. & P. S. Jadavpur, Kolkata – 700 032, District South 24 Parganas, West Bengal & represented by its partners viz. 1. SRI PRASENJIT SAHA (PAN AVWPS9267N & AADHAAR No. 8454 1746 2697), son of Late Dharendra Kumar Saha alias Dhiren Kumar Saha, by faith Hindu, by occupation business, by nationality Indian, residing at 52/C. Raja S. C. Mallick Road, P. O. & P. S. Jadavpur, Kolkata – 700 032, District South 24 Parganas, West Bengal & 2. SRI SURAJIT DAS (PAN AILPD7427M & AADHAAR No. 4515 4721 0816), son of Nani Gopal Das, by faith Hindu, by occupation business, by nationality Indian, residing at 2/104B, Vidyasagar Colony, P. O. Naktala, P. S. Patuli at present Netajinagar, Kolkata – 700 047, District South 24 Parganas, West Bengal, hereinafter called and referred to as the "DEVELOPER" (which terms or expressions shall unless exclude by or repugnant to the context be deemed to mean and include its heirs, executors, successors – in – office, administrators, legal representatives and assigns) of the **SECOND PART**;

Goutam Sardar

WHEREAS one Harendra Nath Sardar alias Haren Sardar inter alia purchased **ALL THAT** a piece and parcel of land, in total admeasuring an area of about 03 (three) cottahs 11 (eleven) chittacks 20 (twenty) sq. ft., be the same a little more or less, comprised in Mouza Rajapur, J. L. No. 23, Pargana Khaspur, District Collectory Touzi No. 109, R. S. No. 14, lying and situate at R. S. & L. R. Dag No. 307 (02 cottahs – 07 chittacks – 08 sq. ft.) appertaining to R. S. Khatian No. 39, at R. S. & L. R. Dag No. 308 (01 cottah – 03 chittacks – 17 sq. ft.) appertaining to R. S. Khatian No. 38 & at R. S. & L. R. Dag No. 308/3211 (40 sq. ft.) appertaining to R. S. Khatian No. 38, under the jurisdiction of Jadavpur Police Station, S. R. O. & D. R. O. Alipore, District South 24 Parganas, at present within the limits of Kolkata Municipal Corporation Ward No. 102, by dint of a registered deed of conveyance registered in the office of the Sub Registrar at Alipore and as such recorded in such office in Book No. I, Volume No. 97, from pages 78 to 79, being Deed No. 5753 for the year 1957 against valuable consideration from its erstwhile owner viz. Satish Pailan and started residing thereat along with his family members after raising a dwelling unit thereon.

AND WHEREAS thereafter, while so enjoying and possessing, the aforesaid Harendranath Sardar (since deceased), died intestate on 21.03.2001 leaving behind him surviving his widow namely Smt. Saraswati Sardar (deceased since 19.04.2010), his 03 (three) sons namely Nemai Sardar (deceased since 06.02.2021), Bablu Sardar (deceased since 03.05.2017) & Amar Sardar and 03 (three) grandsons viz. Hemanta Hazari, Basanta Hazari & Prashanta Hazari and 02 (two) granddaughters viz. Madhabi Sardar (deceased since 27.02.2020) and Malati Sardar, being sons and daughters of 01 (one) predeceased daughter namely Shefali Hazari (deceased since 14.04.1995) as his legal heirs and successors to jointly inherit to his estate as per the prevailing laws relating to Hindu Succession.

AND WHEREAS subsequently Smt. Saraswati Sardar died intestate on 19.04.2010 leaving behind her surviving her 03 (three) sons namely Nemai Sardar (deceased since 06.02.2021), Bablu Sardar (deceased since 03.05.2017) & Amar Sardar and 03 (three) grandsons viz. Hemanta Hazari, Basanta Hazari & Prashanta Hazari and 02 (two) granddaughters viz. Madhabi Sardar (deceased since 27.02.2020) and Malati Sardar, being sons and daughters of 01 (one) predeceased daughter namely Shefali Hazari (deceased since 14.04.1995) as her legal heirs and successors to jointly inherit to her undivided $1/4^{\text{th}}$ share in the estate of her deceased husband as per the prevailing laws relating to Hindu Succession.

AND WHEREAS thereafter one of the abovenamed legal heirs namely Bablu Sardar also died intestate and a bachelor on 03.05.2017 leaving behind him surviving his two brothers namely Sri Amar Sardar and Sri Nemai Sardar (deceased since 06.02.2021) as his legal heirs and successors to jointly inherit to his undivided $1/3^{\text{rd}}$ share in the estate of his deceased father and mother as per the prevailing laws relating to Hindu Succession.

AND WHEREAS subsequently on 27.04.2020, Smt. Madhabi Sardar, being one of the ~~daughters of the predeceased daughter viz. Shefali Hazari of Harendranath Sardar and~~ Saraswati Sardar, also died intestate leaving behind her surviving her 02 (two) sons viz. Sri Tapan Sardar alias Tapas Sardar and Sri Swapan Sardar and her husband viz. Sri Ranjan Sardar as her legal heirs and successors to jointly inherit to her undivided $1/20^{\text{th}}$ share in the estate of her deceased maternal grandfather and maternal grandmother as per the prevailing laws relating to Hindu Succession.

AND WHEREAS on 06.02.2021, another son of Harendranath Sardar and Saraswati Sardar viz. Sri Nemai Sardar died intestate leaving behind him surviving his widow namely Smt. Debi Sardar (deceased since 17.10.2022) and only son namely Sri Goutam Sardar as his legal heirs and successors to inherit to his undivided ($1/5^{\text{th}} + 1/20^{\text{th}} + 1/8^{\text{th}}$)

= $3/8^{\text{th}}$ undivided share in the estate of his deceased father, mother and brother as aforesaid as per the prevailing laws relating to Hindu Succession.

AND WHEREAS thereafter the abovenamed surviving legal heirs of Harendranath Sardar, namely Sri Amar Sardar, Sri Hemanta Hazari, Sri Basanta Hazari, Sri Prashanta Hazari, Sri Ranjan Sardar, Sri Tapan Sardar alias Tapas Sardar and Sri Swapan Sardar executed a registered deed of gift dated 04.08.2022 registered in the office of the District Sub Registrar V at Alipore, South 24 Parganas and as such recorded in such office in Book No. I, Volume No. 1630 – 2022, from pages 151354 to 151395 being Deed No. 163003975 for the year 2022 and gifted the abovementioned property being **ALL THAT** a piece and parcel of land, in total admeasuring an area of about 03 (three) cottahs 11 (eleven) chittacks 20 (twenty) sq. ft., be the same a little more or less, comprised in Mouza Rajapur, J. L. No. 23, Pargana Khaspur, District Collectory Touzi No. 109, R. S. No. 14, lying and situate at R. S. & L. R. Dag No. 307 (02 cottahs – 07 chittacks – 08 sq. ft.) appertaining to R. S. Khatian No. 39, at R. S. & L. R. Dag No. 308 (01 cottah – 03 chittacks – 17 sq. ft.) appertaining to R. S. Khatian No. 38 & at R. S. & L. R. Dag No. 308/3211 (40 sq. ft.) appertaining to R. S. Khatian No. 38 corresponding to L. R. Khatian Nos. 761, 766, 2047, 2048, 2049, 2050, 2051, 2053, 2054, 2055 & 2056, under the jurisdiction of Jadavpur Police Station, S. R. O. & D. R. O. Alipore, District South 24 Parganas, at present within the limits of Kolkata Municipal Corporation Ward No. 102, along with a residential structure measuring 100 sq. ft. standing thereon, being known as Postal Address 19, Chittaranjan Park, P. O. Jadavpur, ~~Kolkata-700-032-to-onto-and-in-favour-of Smt. Debi-Sardar, wife-of-Late-Nemai-Sardar~~ and Sri Goutam Sardar, son of Late Nemai Sardar out of natural love and affection.

AND WHEREAS since such execution and registration of the aforesaid deed of gift dated 04.08.2022, the said Smt. Debi Sardar and Sri Goutam Sardar had been in absolute and unfettered physical possession of the abovementioned property without

any disturbances and/or hindrances from any corner whatsoever till 17.10.2022 when the abovenamed Debi Sardar died intestate leaving behind her surviving her only son Sri Goutam Sardar to inherit to her undivided $\frac{1}{2}$ share in their joint estate as per the laws relating to Hindu Succession and thenceforth the owner/landlord herein has become the sole and absolute owner of **ALL THAT** a piece and parcel of land, in total admeasuring an area of about 03 (three) cottahs 11 (eleven) chittacks 20 (twenty) sq. ft., be the same a little more or less, comprised in Mouza Rajapur, J. L. No. 23, Pargana Khaspur, District Collectory Touzi No. 109, R. S. No. 14, lying and situate at R. S. & L. R. Dag No. 307 (02 cottahs – 07 chittacks – 08 sq. ft.) appertaining to R. S. Khatian No. 39, at R. S. & L. R. Dag No. 308 (01 cottah – 03 chittacks – 17 sq. ft.) appertaining to R. S. Khatian No. 38 & at R. S. & L. R. Dag No. 308/3211 (40 sq. ft.) appertaining to R. S. Khatian No. 38 corresponding to L. R. Khatian Nos. 761, 766, 2047, 2048, 2049, 2050, 2051, 2053, 2054, 2055 & 2056, under the jurisdiction of Jadavpur Police Station, S. R. O. & D. R. O. Alipore, District South 24 Parganas, at present within the limits of Kolkata Municipal Corporation Ward No. 102, along with a residential structure measuring 100 sq. ft. standing thereon, being known as Postal Address 19, Chittaranjan Park, P. O. Jadavpur, Kolkata 700 032 and subsequent thereto the said owner/landlord has mutated his name in the relevant records of the concerned B. L. & L. R. O. office vide L. R. Khatian No. 2049 and has been paying proper taxes and rates in respect thereof to the appropriate authorities since then.

AND WHEREAS simultaneously the owner/landlord has also mutated his name in the assessment records of the K. M. C. in respect of his abovementioned property and as such the said property has been henceforth been known and numbered as K. M. C. Premises No. 160, Chittaranjan Colony A, P. S. Jadavpur, Kolkata 700 032, vide Assessee No. 31 - 102 - 07 - 0370 - 6 and has been regularly paying proper

municipal rates and taxes since then and at present the said property is free from all encumbrances of whatsoever nature.

AND WHEREAS at present the said owner/landlord, being the absolute owner and possessor of the aforementioned property which has also been morefully described in the First Schedule hereunder appearing and also being desirous of exploiting his aforesaid property commercially by constructing a G + III storied residential building thereon on the said plot but owing to lack of technical knowhow and also being in paucity of funds, the First party has approached the Second party/Developer herein for developing his aforesaid property, which has been morefully and particularly described in the First Schedule hereunder appearing and hearing about the same the second party/developer herein viz. DREAM CITY DEVELOPER, duly represented by its partners viz. 1. SRI PRASENJIT SAHA & 2. SRI SURAJIT DAS has approached to the owner/first party herein for entrusting them with the job of completing the development work on the said plot, more fully and particularly described in first schedule written hereunder.

AND WHEREAS the Party of the Second part herein has agreed with the proposal of the first part/owner herein and has agreed to execute the said construction work on the following terms and conditions:-

THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows:-

ARTICLE - I: DEFINITIONS

(In this Agreement unless it shall be contrary or repugnant and subject to the context and terms or expression):

- 1.1. ADVOCATE: shall mean SRI ARKOPAL KANTI RAY, Advocate, Alipore Judges' Court, Kolkata - 700 027.

Gautam Saha

- 1.2. **OWNER:** shall mean and include **SRI GOUTAM SARDAR** (PAN EWIPS7617P & AADHAAR No. 5876 4852 7043), son of Late Nemai Sardar, by faith Hindu, by occupation business, by nationality Indian, residing at 19, Chittaranjan Park, P. O. & P. S. Jadavpur, Kolkata – 700 032, District South 24 Parganas, West Bengal and/or his legal heirs, successors, executors, administrators and assigns.
- 1.3. **DEVELOPER:** shall mean and include **M/s. DREAM CITY DEVELOPER** (PAN AAWFD2294H), a partnership firm, having its office at 52/C. Raja S. C. Mallick Road, P. O. & P. S. Jadavpur, Kolkata – 700 032, District South 24 Parganas, West Bengal & represented by its partners viz. 1. **SRI PRASENJIT SAHA** (PAN AVWPS9267N & AADHAAR No. 8454 1746 2697), son of Late Dhirendra Kumar Saha alias Dhiren Kumar Saha, by faith Hindu, by occupation business, by nationality Indian, residing at 52/C. Raja S. C. Mallick Road, P. O. & P. S. Jadavpur, Kolkata – 700 032, District South 24 Parganas, West Bengal & 2. **SRI SURAJIT DAS** (PAN AILPD7427M & AADHAAR No. 4515 4721 0816), son of Nani Gopal Das, by faith Hindu, by occupation business, by nationality Indian, residing at 2/104B, Vidyasagar Colony, P. O. Naktala, P. S. Patuli at present Netajinagar, Kolkata – 700 047, District South 24 Parganas, West Bengal and/or their respective heirs, successors, executors, legal representatives and assign/s.
- 1.4. **PREMISES/PROPERTY:** shall mean **ALL THAT** a piece and parcel of land, in total admeasuring an area of about **03 (three) cottahs 11 (eleven) chittacks 20 (twenty) sq. ft.**, be the same a little more or less, comprised in Mouza Rajapur, J. L. No. 23, Pargana Khaspur, District Collectory Mouzi No. 109, R. S. No. 14, lying and situate at R. S. & L. R. Dag No. 307 (02 cottahs – 07 chittacks

Goutam Sardar.

– 08 sq. ft.) appertaining to R. S. Khatian No. 39, at R. S. & L. R. Dag No. 308 (01 cottah – 03 chittacks – 17 sq. ft.) appertaining to R. S. Khatian No. 38 & at R. S. & L. R. Dag No. 308/3211 (40 sq. ft.) appertaining to R. S. Khatian No. 38 corresponding to L. R. Khatian Nos. 761, 766, 2047, 2048, 2049, 2050, 2051, 2053, 2054, 2055 & 2056 (present L. R. Khatian No. 2049), under the jurisdiction of Jadavpur Police Station, S. R. O. & D. R. O. Alipore, District South 24 Parganas, at present within the limits of Kolkata Municipal Corporation Ward No. 102, along with a residential structure measuring 100 sq. ft. standing thereon, being known and numbered as K. M. C. Premises No. 160, Chittaranjan Colony A (Postal Address 19, Chittaranjan Park, P. O. Jadavpur, Kolkata 700 032), P. S. Jadavpur, vide Assessee No. 31 - 102 - 07 - 0370 - 6 which has been more fully and particularly described in the First Schedule hereunder written.

- 1.5. **BUILDING:** shall mean the G + III storied building to be constructed in the First Schedule property in accordance with the plan sanctioned/to be sanctioned by the appropriate authority (Kolkata Municipal Corporation).
- 1.6. **ARCHITECT:** shall mean the person/s who may be appointed by the Developers for designing and planning of the said proposed G + III storied building.
- 1.7. **SAID PLAN:** shall mean the plans, elevations, designs, drawings and specifications of the Said Building as prepared by the Architect and has been sanctioned by the appropriate authorities (Kolkata Municipal Corporation) for construction of the G + III storied building in or upon the First Scheduled Premises and/or revised and/or modified and/or other plans as may hereafter be sanctioned by the said other authorities including variations therein, if any, in future and/or any deviation/addition/alteration of the said proposed building including layout plan for water supply and drainage as also the regularization of

the deviation plan and/or D. Case Plan and/or regularizing application thereto and/or matters as may be expedient and as also matter/s relating to the commencement certificate and the completion certificate.

- 1.8. **COMMON AREAS:** shall mean and include corridors, staircases, passage ways, ducts, water pump, pump room, water reservoirs, service area and whatsoever required for common use, the ultimate roof and/or terrace of the proposed Building, and other open and covered spaces and shall always remain as the sole and exclusive property of the Developer and Owners which have been more fully described in the **FIFTH SCHEDULE** hereunder written.
- 1.9. **ROOF/TERRACE:** shall mean the ultimate roof over and above the top Floor of the proposed Building for common use of both the owner and the developer.
- 1.10. **SALEABLE SPACE:** shall mean the space of the proposed G + III storied building available for independent use and occupation after making due provisions for common facilities and the space required thereof save and except the owners' allocation.
- 1.11. **COMMON PURPOSES:** shall mean and include the purposes of maintaining the Said Premises, the Said Building and in particular the common areas and portions as also meeting of the common expenses and matters relating to mutual right and obligations of the owners and developer and the common use and enjoyment thereof.
- 1.12. **OWNERS' ALLOCATION:** shall mean and include the following: -
The entire second floor, 50% of the sanctioned area of the third floor (northern side - back portion) and 50% of the sanctioned

Gauram Sarda.

parking space on the ground floor (eastern side) [which shall include a shop room on the south - eastern corner measuring more or less 100 sq. ft. built up area - complete upto plaster, fixing of shutter and provision for electric points (expenses for the sanction of the said shop room as may be assessed by the LBS/Architect shall be borne by the owner/landlord) and such costs shall either be paid by the owner/landlord to the developer or adjusted from the forfeitable consideration before handing over of the owner's allocated portion to the owner/landlord] of the proposed G + III storied building to be constructed together with the proportionate right, title and interest in the common facilities and amenities attached thereto (inclusive of proportionate area of staircase) and a ~~liquidated and forfeitable~~ amount of Rs. 10,00,000/- payable by the developer to the owner as per the payment schedule hereunder appearing.

- 1.13. DEVELOPERS' ALLOCATION: shall include the entire first floor, 50% of the sanctioned area of the third floor (southern side - front portion) and 50% of the sanctioned parking space on the ground floor (western side) of the G + III storied building proposed to be constructed at the First Schedule property together with the proportionate right and interest in the common facilities and amenities save and except the owner's allocation.

Gandam Sardar,

- 1.14. **FORCE MAJEURE:** shall mean and include earthquake, flood, draught, natural calamities, riot, war, storm, tempest, civil commotion, strike, lock out and/or any other act or commission beyond the control of the parties, etc.
- 1.15. **UNDIVIDED SHARE:** shall mean and include the respective undivided share and/or interest in the Said Premises taking into account the total Super Built Up area to comprise in the respective Flats/units/shop rooms constructed in the proposed Building, which shall always be impartible.
- 1.16. **TRANSFER:** with its grammatical variations shall include transfer by possession and/or by any other means adopted for effecting what is understood as transfer of a space in a multistoried building to the transferees.
- 1.17. Singular shall mean Plural and vice versa. Masculine shall include Feminine and vice versa.

ARTICLE - II: COMMENCEMENT

This agreement shall be deemed to have been commenced on and with effect from the date of sanction of the building plan by the appropriate authorities or handing over peaceful vacant possession of the property by the owner to the developer, whichever is later.

ARTICLE - III: OWNERS' TITLE & REPRESENTATION

- 3.1. The Owner/First Party confirms to have duly presented, for inspection, all the title deeds, documents and papers whatever concerning or relating to the Said Premises and declare to fully satisfy the Developer with regard to the title thereof as also in respect of his right in respect of the Said Premises and has agreed to answer to all questions or dispute and/or objections thereto and/or to any

Pratima Sarker

requisitions as to the right, title and/or interest of the owner, made by the Developer.

- 3.2. That should there be any irregularity found upon due searching and enquiry in the documents relating the title of the property more fully described in the schedule below, the First party at the very first instance, shall be liable to make good for such irregularity at his own costs within such time as may be deemed to be reasonable by the Developer for such task.
- 3.3. That in the event of failure on the part of the First Party within such stipulation as discussed above, the Developer/Second Party may make efforts to regularise such inconsistency out of its own resources and costs for which the First Party shall remain liable in future to reimburse the Developer/Second Party with the total costs borne by it on such account by way of direct payment or by way of adjustment through his floor area.
- 3.4. That if the said irregularity/inconsistency on the part of the first party/owner and/or his relative/s cannot be regularised by any means by any of the parties herein above mentioned, in that event the First Party shall be liable to refund the entire amount paid to him by way of advance Money **AND** the costs incurred by the Developer till such date on account of the development of the property **ALONG WITH** interest accrued thereon @ 12% per annum for the period during which such amount was under his custody.
- 3.5. The Owner is solely and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property and has agreed to make over and deliver peaceful vacant possession thereof to the Developer simultaneously with the execution of these presents together with the right to construct a G + III

Gourav Sarda,

storied building as per the building plan to be sanctioned by the appropriate authorities for the purpose of development as per the terms and conditions as hereafter appearing. The said property is free from all encumbrances, charges, lien, attachments, trust, acquisition and/or requisition whatsoever or howsoever and the Owner has a good and marketable title in respect of the said property.

- 3.6. Nobody except the Owner has any claim, right, title deemed over and in respect of the said property and/or any portion thereof.
- 3.7. The Owner will have to hand over the original title deed/s and all other original documents relating to the title of the First Schedule property at the time of execution of these presents to the Developer for smooth execution of the development work as well as the selling process and/or loan sanction by the intending purchaser/s failing which the developer shall unilaterally decide to adjust part or full of the Owner's Allocation for clearance of the title deed, if found to be mortgaged.
- 3.8. No notice of acquisition or requisition has been served upon the Owner nor the Owner has any knowledge or are aware of any such notice and/or orders of acquisition and/or requisition in respect of the said property or any part thereof.
- 3.9. There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976.
- 3.10. There is no bar, legal or otherwise, for the Owner to obtain the certificate under Section 230A of the Income Tax Act, 1961 and other consents and permission that may be required for the said purpose.
- 3.11. There is no suit or proceeding pending regarding the aforesaid First Schedule mentioned property or any part thereof before any competent Court of Law.

Gou Am Sardar

- 3.12. The Developer is entering into this Agreement relying on the aforesaid representations and/or assurances made and/or obtained on the part of the Owner and acting on good faith thereof.

ARTICLE - IV: DEVELOPERS' RIGHTS & OBLIGATIONS

- 4.1. The Owner hereby grants, subject to what has been hereinafter provided, the exclusive right to the Developer to build, construct, erect and complete the proposed building on the First Schedule land and to commercially exploit the same by entering in to agreement/s for sale and/or transfer and/or construct in respect of the Developer's Allocation in accordance with the plan sanctioned by the appropriate authorities with or without amendment and/or modification made, caused by the Developer in accordance with the rules and regulations of the concerned authorities.
- 4.2. The Developer shall have the exclusive right to make construction on the said premises in accordance with the said plan to be sanctioned by the K. M. C. without any interference or obstruction on the part of the Owner or any of his representative/s.
- 4.3. Nothing in these presents shall be construed to be a demise or assignment or transfer or conveyance in law by the Owners of the said premises or any part thereof to the developer or creating any right, title and/or interest in respect thereof in favour of the Developer, other than an exclusive license to the Developer for development and to deal with the Developer's Allocation in the proposed building to be constructed thereon in the manner and subject to the terms hereinafter enumerated.

Gouram Sachar.

- 4.4. The Developer hereby agrees and covenants with the Owner, that the Developer shall have to pay an amount of Rs. 7,000/- (Rupees seven thousand) only per month in total on account of shifting charges for the Owner during the stipulated period required for completion of the building i.e. from the date of handing over possession of the property by the owner to the developer till handing over peaceful vacant possession of the Owner's Allocation to the Owner by the developer. Similarly, subject to the provisions laid down by the municipal authorities, the Developer shall be entitled to the sales proceeds from all the scrap materials and debris after demolition of the existing structure on the First Schedule property without any claim, demand, hindrances and/or interruption whatsoever from the ends of the Owner.
- 4.5. The Developer shall be liable to clear all dues in respect of the First Schedule property with the concerned municipal authorities concerned for the period for which the said property remains under its occupation.
- 4.6. The Developer has formulated one scheme where the Developer will nominate person/s, willing to purchase flat/s/car parking space/s/commercial space/s at an agreed price from the Developer, who shall enter into Agreement/s for Sale with the Owner/Developer acting on behalf of the Owner for obtaining undivided proportionate share of land attributable to the respective flat/s/car parking space/s/commercial space/s and the Owner, subsequently, shall be bound to transfer, convey, grant and release the same in favour the intending purchaser/s through deed/s of conveyance at the price already agreed by the purchaser/s and the Developer. The Developer shall collect the money as reimbursement for construction of the Owner's allocation along with its profit and cost of construction.

Goutam Sarda.

ARTICLE V : DEPOSIT AND APPARENT CONSIDERATION

- 5.1. In consideration of the Owner having agreed to permit the Developer to commercially exploit the First Schedule plot of land and construct and erect the G + III storied building on the said plot of land in accordance with the plan to be submitted and sanctioned by the appropriate authorities and/or any revised plan sanctioned by the said authorities and also to sell and/or transfer the appropriate share of land attributable to the Developer's Allocation in the proposed building in favour of his nominated person/s, the Developer agrees and promises to: -
- a. Pay the cost of supervision of the development and construction work of the Owner's Allocation in the proposed building.
 - b. Bear all costs, charges, expenses for proper documentation purposes as well as construction of the building at the said premises.
- 5.2. In return of the aforesaid, the owner hereby grants the right to the Developer to commercially exploit of the Developer's Allocation in the proposed building and appropriate the proceeds thereof as its profit from the project.

ARTICLE VI - PROCEDURE

- 6.1. The Owner, subsequent to the execution of these presents, shall grant in favour of the Developer and/or its nominee/s a registered Development Power of Attorney or both as per the provisions of the existing law after providing required stamp duty for his own allotments to assist the Developer and/or its nominee/s for construction and completion of the proposed building and also to enter in agreement for sale with the prospective purchaser/s of the Developer's Allocation and also to execute and register the appropriate deed of conveyance in respect of the proportionate share of land attributable to the Developer's

Gouram Sarda.

Allocation in the proposed building along with cost of construction of the Developer's Allocation from the respective allocation of the proposed building from the respective allottee/s and also to do all other acts, deeds and things as may be found necessary by the Developer for commercial exploitation of the proposed building. However, such dealings shall not, in any manner whatsoever, fasten or create any financial and/or legal liability upon the owner.

ARTICLE VII - POSSESSION

- 7.1. The Owner herein shall after the execution of these presents, on demand by the developer, deliver the possession in respect of the First schedule property to the developer to enable the Developer to construct and complete the proposed building.
- 7.2. The Developer shall, immediately on and from the date of the sanction of the plan, be entitled to commence with the construction work of the proposed building in terms of the said sanctioned plan on the said plot of land.

ARTICLE VIII - SPACE ALLOCATION

- 8.1. The Owner shall, on completion of the building, take possession of the Owner's Allocation together with all rights in common areas and facilities and amenities as specified herein and the Owner shall not be obliged to pay in respect of the Owner's Allocation unless deviated from the specifications of the construction as detailed hereunder as per their instructions and choices.
- 8.2. The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or deal with or dispose of the same without any right, title, claim and interest therein whatsoever of the Owner and the Owner or any person/s claiming through or in trust with him shall not in any way interfere with

and/or disturb the quiet and peaceful possession of the developer in respect of the Developer's Allocation and no further consent shall be required from the Owner in respect thereof.

- 8.3. The Owner has agreed to join and/or execute and/or be the confirming parties in the deed/s of conveyance as may be found necessary by the Developer in respect of the proportionate share of land corresponding to the Developer's Allocation in the proposed building and the Owner also agrees to execute the deed/s of conveyance for such transfer in favour of the Developer or its nominee/s.

ARTICLE - IX: CONSTRUCTION AND BUILDING

- 9.1. The Developer shall at its own cost construct, erect and complete the building and all common facilities and amenities at the said premises in accordance with the sanctioned plan with good and standard materials as may be specified by the Architect from time to time within a period of 24 (twenty four) months from the date of obtaining the building plan sanctioned by the appropriate authorities, with a further grace period of 06 (six) months.
- 9.2. Subject to the aforesaid the decision of the Architect regarding the quality of the materials as detailed hereafter, this agreement shall be final and binding upon the parties herein, provided however the Owner or his authorized agent/s, representing the Owner, may look after, check and/or verify the construction work on behalf of the Owner, if so desired by him.
- 9.3. The Developer shall install, erect the said building at its own cost as per the specification and drawing provided by the Architect necessary water storage tank, overhead reservoir, pump, lift and other facilities including electrical lines
SAVE AND EXCEPT THE PERMANENT ELECTRIC CONNECTION
AT THE SAID PREMISES (MOTHER METER WITH EXTENDED

Gouram Sarin.

LOAD) WHICH IS TO BE ARRANGED BY THE DEVELOPER UPON PAYMENT AND/OR DEPOSIT OF REQUISITE FEES TO THE W. B. S. E. D. C. LTD. WHICH IS TO BE REALIZED ENTIRELY FROM THE OWNER AND THE INTENDING PURCHASERS IN EQUAL PROPORTIONS ACCORDING TO THEIR RESPECTIVE ALLOCATIONS (Entire amount shall be Payable to the Developer before taking over possession).

- 9.4. It has further been agreed by and between the parties that in case the Developer fails to complete the said proposed building within the stipulated period (i.e. 24 months from the date of sanction of the building plan along with a grace period of 06 months), the Developer shall be bound to pay a sum of Rs. 500/- per day for such period of culpable delay except reasons of Force Majeure.

ARTICLE X - COMMON FACILITIES

- 10.1. The Owner shall bear all property taxes and other dues and outgoings in respect of the first scheduled property till the date of delivery of possession of the said property to the developer and the developer shall, from the date of such hand over until the completion of the building and delivery of possession of the owner's allocation to the owner, bear all property taxes and other dues and outgoings in respect of the first scheduled property.
- 10.2. Soon after the construction work of the building is completed the Developer shall give written notice to the Owner to take possession of the Owner's allocation of the proposed building and the Owner shall, without fail, within 15 days from the date thereof, take possession of the said Owner's Allocation by receiving his possession letter and start paying proportionate maintenance charges and/or other

Guram Sandhu

outgoings at par with all other occupiers of the same building regularly and punctually.

- 10.3. The Owner and the Developer shall punctually and regularly pay their respective portion of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owner and the Developer from the date of handing over possession of the owner's allocation to the owner and both the parties shall keep each other indemnified against all claims, demands, costs, charges and expenses and proceeding 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 and/or the Developer in this behalf.
- 10.4. As and from the date of service of notice of possession to the Owner and/or persons in occupation of Owner's Allocation or portion thereof shall be liable to pay proportionately with other co - owners/occupiers and bear and shall forthwith pay on demand to the Developer and the proportionate service charges for the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical equipment, other electrical and mechanical installations, appliances, corridors, passageways and other common facilities whatsoever as may be mutually agreed from time to time provided that if any additional maintenance or a repair required, the Owner and/or the person/s in occupation thereof shall exclusively liable to pay and bear the additional and/or maintenance and/or repair charges as the case may be.
- 10.5. Any transfer of any part of the Owner's Allocation in the new building shall be subject to the provisions hereof and the Owner shall thereafter be responsible in

Gauram Sardar.

respect of the space transferred to pay the said rates, taxes and other outgoings in respect of the portion/s transferred.

- 10.6. Should the Owner and/or the person/s in occupation of the Owner's Allocation or portion/s thereof, fail/s to pay any amount payable in respect of the said rates or service charges for the common facilities within 15 days of demand in that case the Owners and/or the person/s in occupation of the Owner's Allocation or portion/s thereof shall be liable to pay interest on the amount outstanding at the highest rate of Bank Interest per annum from the 1st due date of such payment.
- 10.7. The Owner shall not do any act deed or thing whereby the Developer shall be prevented from constructing and completing and/or do any other act relating to the said building in so far the Developer abide by the terms and conditions and the true spirit of this document.

ARTICLE XI - COMMON RESTRICTIONS

- 11.1. The Owner's Allocation in the building shall be subject to the same restrictions on transfer and use as are applicable to the Developer's Allocation in the said building.
- 11.2. Neither of the parties shall transfer, convey, let out, mortgage, grant or lease in respect of their respective allocations unless: -
 - a. Such party shall have observed and performed all terms and conditions on his/her/their respective part to be observed and performed.
 - b. The proposed transferee shall have to give a written undertaking to be bound by the terms and conditions hereof and to duly and promptly in relation to the area in his/her/their/its possession.
- 11.3. Both parties shall abide by all law, bye – laws, rules and restrictions as may be imposed by the Government and/or Local bodies as the case may be and shall

Gau-farm Sardin

attend to answer and be responsible for deviation, violation and/or breach of any of the said laws, bye – laws, rules and regulations.

- 11.4. The allottee/s shall keep the interior and walls of his/her/their/its respective allotment/s clean and harmless as also sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in such of his/her/their/its respective allocations in the new building or any part thereof or other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach.
- 11.5. Neither party shall do or cause/permit to be done any act or thing/s which may render void or voidable any insurance of the building of any part thereof which shall keep the occupiers thereof safe, harmless and indemnified from and against the consequences of any breach.
- 11.6. No goods or other items shall be kept by the Owner for display or otherwise in the corridors or other parts or places of common use in the building for free movement in the corridor and other places of common use in the building.
- 11.7. Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the new building and/or premises save and except in course of normal use of the same.

ARTICLE XII - OWNER'S OBLIGATION

- 12.1. The Owner hereby agrees and covenants with the Developer not to cause any interference or hindrance in the matter of construction and doing any other work in respect of the said building at the said premises by the Developer subject to however the Developer's compliance with and/or acting in consonance with this agreement.

Goutam Sardar

- 12.2. 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 of any of the Developer's allocated portion/s in the building or at the said property, subject to the Developer's complying with the terms and conditions of this agreement.

ARTICLE XIII - DEVELOPER'S OBLIGATION

- 13.1. The developer hereby agrees and covenants with the owners to complete the proposed building within a period of 24 (twenty four) months from the date of getting the building plan sanctioned by the appropriate authorities, with a further grace period of 06 (six) months.
- 13.2. The developer hereby agrees and covenants with the owner not to transfer and/or assign the benefits of this agreement or any portion thereof to any party or parties without the consent in writing of the owner.
- 13.3. The developer hereby agrees and covenants with the owner not to violate or contravene any of the provisions of rules applicable to the construction of the proposed building.
- 13.4. The developer hereby agrees and covenants with the owner not to do any acts, deeds or things whereby the owner are prevented from enjoying, selling, assigning and/or disposing of any part or portion of the owner's allocation in the proposed building to be constructed at the said property.

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ARTICLE XIV - OWNER'S INDEMNITY

- 14.1. The Owner herein undertakes that the Developer shall be entitled to the said Developer's Allocation and shall enjoy the said allocation without any interference and/or disturbance from any corner whatsoever provided that the Developer perform and fulfill all the terms and conditions hereinbefore and hereinafter contained and on its part to be observed and performed.
- 14.2. The Owner hereby undertakes to keep the Developer indemnified against all third party claims and actions arising out of any act, omissions and/or commissions of the Owner in or relating to the title of the said property.
- 14.3. The Owner hereby undertakes to keep the Developer indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Owner's actions with regard to the development of the said premises and/or in the matter of title of the said property and/or for any defect therein.

ARTICLE XV - DEVELOPER'S INDEMNITY

- 15.1. Similarly, The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any act, omissions and/or commissions of the Developer in or relating to the construction of the said building.
- 14.1. The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect therein.

Gautam Sarda.

ARTICLE - XVI: DOCUMENTATION & STAMP FEES

- 16.1. In pursuance of this Agreement, all deeds, documents and papers as may from time to time be required to be prepared in respect hereof, shall be prepared by the Advocate of the Developer.
- 16.2. All the deeds of conveyance in connection with the Developer's Allocation shall be prepared by the Advocate of the Developer subject to the approval of the concerned intending purchaser's and the Owner's Advocate. All the costs and expenses, incidental charges including the stamp and registration charges for executing the final deed of conveyance in favour of the purchaser by the owner/developer shall be exclusively borne by the said intending purchaser.

ARTICLE - XVII: JURISDICTION

17. All disputes and differences arising out of this agreement or in relation to the determination of any liability of the parties hereto, or the construction and interpretation of any of the terms and meaning thereof shall be referred to the Learned Civil and Learned Criminal Courts having jurisdiction. Courts of South 24 Parganas alone shall have jurisdiction to entertain and determine all actions, proceedings, arising out of this agreement between the parties hereto.

ARTICLE - XVIII: MISCELLENEOUS

- 18.1. It is understood that from time to time to facilitate the construction of the building by the Developer, various deeds, matter and things, which have not been specified herein, may be required to be done by the Developer and for which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or executed by the Owner relative

Gouram Sarker

to which specified provisions may not have been mentioned herein, the Owner hereby undertakes to do all such acts, deeds, matters and things that may reasonably be required to be done in the matter and the Owner shall execute any such additional power of attorney and/or authorisation as may be required by the Developer for the 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 true spirit of this agreement and the common law.

18.2. Any notice required to be given by the Developer to the Owner shall, without prejudice to any other mode of service available, be deemed to have been served upon the Owner if delivered by hand and duly acknowledged or sent by pre paid registered post with acknowledgement due and be deemed to have been served on the Owner and likewise if delivered by hand and duly acknowledged or sent by pre paid registered post with acknowledgement due and shall likewise be deemed to have been served on the Developer if sent to the registered office of the Developer.

18.3. There is no existing agreement regarding the development or sale of the First Schedule property and that all other arrangements, if any prior to this agreement, have been cancelled and superseded by these presents.

ARTICLE - XIX: FORCE MAJUERE

19.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is

Gouram Sankar.

prevented by the existence of Force Majeure and shall be suspended from their respective obligations during the duration of such Force Majeure.

- 19.2. Force Majeure shall mean and include earthquake, flood, draught, natural calamities, riot, war, storm, tempest, civil commotion, strike, lock out, lockdown, pandemic, epidemic and/or any other act or commission beyond the control of the parties, etc.

Be it notified that by this development agreement and the related development power of attorney, the developer shall only be entitled to receive consideration money by executing agreement/final document for transfer of property as per provisions laid down in the said documents as a developer without getting any ownership of any part of the property under schedule. This development agreement and the related development power of attorney shall never be treated as the agreement/final document for transfer of property between the owner and the developer in anyway. This clause shall have overriding effect to anything written in these documents on contrary to this clause.

FIRST SCHEDULE

(DESCRIPTION OF THE ENTIRE PREMISES)

ALL THAT a piece and parcel of land, in total admeasuring an area of about 03 (three) cottahs 11 (eleven) chittacks 20 (twenty) sq. ft., be the same a little more or less, comprised in Mouza Rajapur, J. L. No. 23, Pargana Khaspur, District Collectory Touzi No. 109, R. S. No. 14, lying and situate at R. S. & L. R. Dag No. 307 (02 cottahs – 07 chittacks – 08 sq. ft.) appertaining to R. S. Khatian No. 39, at R. S. & L. R. Dag No. 308 (01 cottah – 03 chittacks – 17 sq. ft.) appertaining to R. S. Khatian

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No. 38 & at R. S. & L. R. Dag No. 308/3211 (40 sq. ft.) appertaining to R. S. Khatian No. 38 corresponding to L. R. Khatian Nos. 761, 766, 2047, 2048, 2049, 2050, 2051, 2053, 2054, 2055 & 2056 (present L. R. Khatian No. 2049), under the jurisdiction of Jadavpur Police Station, S. R. O. & D. R. O. Alipore, District South 24 Parganas, at present within the limits of Kolkata Municipal Corporation Ward No. 102, along with a residential structure measuring 100 sq. ft. standing thereon, being known and numbered as K. M. C. Premises No. 160, Chittaranjan Colony A (Postal Address 19, Chittaranjan Park, P. O. Jadavpur, Kolkata 700 032), P. S. Jadavpur, vide Assessee No. 31 - 102 - 07 - 0370 - 6, being butted and bounded by on the:-

NORTH : R. S. Dag Nos. 310/2319 & 310/2320;
EAST : R. S. Dag No. 307 (P);
SOUTH : 15 feet wide K. M. C. road;
WEST : Property of Amar Sardar & R. S. Dag No. 308/2311 (P);

SECOND SCHEDULE

(OWNER'S / FIRST PART ALLOCATION)

ALL THAT OWNERS' ALLOCATION: shall mean and include the following: -

The entire second floor, 50% of the sanctioned area of the third floor (northern side - back portion) and 50% of the sanctioned parking space on the ground floor (eastern side) [which shall include a shop room on the south - eastern corner measuring more or less 100 sq. ft. built up area - complete upto plaster, fixing of shutter and provision for electric points (expenses for the sanction of the said shop room as may be assessed by the LBS/Architect shall be borne by the owner/landlord and such costs

Gouram Sardar

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shall either be paid by the owner/landlord to the developer or adjusted from the forfeitable consideration before handing over of the owner's allocated portion to the owner/landlord of the proposed G + III storied building to be constructed together with the proportionate right, title and interest in the common facilities and amenities attached thereto (inclusive of proportionate area of staircase) and ~~an liquidated and ascertained~~ amount of Rs. 10,00,000/- payable by the developer to the owner as per the payment schedule hereunder appearing.

THIRD SCHEDULE

(DEVELOPERS'/SECOND PARTS' ALLOCATION)

ALL THAT the entire first floor, 50% of the sanctioned area of the third floor (southern side - front portion) and 50% of the sanctioned parking space on the ground floor (western side) of the building proposed to be constructed at the First Schedule property including flats and car parking and all other saleable spaces save and except the owners' allocation, along with the proportionate right and interest in the common facilities amenities and common areas on the said plot, attributable to the said allocation.

FOURTH SCHEDULE

(CONSTRUCTION SPECIFICATION)

1. **FOUNDATION** : The foundation of the building shall be of R.C.C. structure with standard materials.
2. **STRUCTURE** : The main structure of the building shall be of R.C.C. frame structure comprising of R.C.C. column, beam, slab, etc.
3. **ELEVATION** : Attractive designed front elevation with exclusive finish.

4. **WALLS :** The external walls of the building will be 200mm thick brick make and partition walls and inside the Flat shall be of 125mm & 75mm thick respectively and both to be bounded with cement mortar.
5. **PLASTERING:** All internal surfaces shall be plastered with cement sand finished with Plaster of Paris. All the external walls shall be plastered with cement and sand and finished with putty and paint.
6. **FLOORING & SKIRTING:** All the flooring and skirting of flat will be made with antiskid/vitrified tiles. The floor of the Kitchen and bathroom will be of antiskid/vitrified tiles.
7. **DOORS:** All door frames will be made of wood and all doors shall be commercial flush doors except the door of the main entrance of the flat which shall be of commercial flush doors. Toilets shall have PVC frame and doors.
8. **WINDOWS:** All windows will be made of aluminium sliding, fitted with glass, along with Box-grill.
9. **TOILET FITTINGS:** The toilets shall have antiskid tiles flooring. Walls shall have 06 feet Glazed Tiles above the skirting. All toilets will be provided with concealed Plumbing for water. Each bathroom shall have one Anglo Indian or Western Commode (Hindusthan White) with Cistern and concealed stop cock along with 04 (four) outlet points, hand shower, normal shower and basin to be provided at the living cum dining room.
10. **KITCHEN FITTINGS/FIXTURES:** The kitchen will have marble flooring and shall have Cooking Platform with Black Stone along with steel Sink and tiles up to a height of 3 feet from the cooking slab.
11. **STAIRS:** All landing and steps of the stair- case will be of marble with steel railings.

Gouram Sarda.

12. **ELECTRICALS:** All electrical lines shall be concealed having first class copper wires of proper gauge with earth – in arrangements. All switch boards to be of sheet metals with front cover of parapet sheet. Plug/socket etc. are to be provided on all electrical points.

13. **ELECTRICAL POINTS:**

- 1) **BED ROOMS** – 02 (two) light points, 01 (one) fan point, 01 (one) 5AMP plug point and 01 (one) A. C. Point in any one of the bed rooms.
- 2) **LIVING/ DINNING ROOM** – 02 (two) light points, 01 (one) fan point, 01 (one) Fridge point and 01 (one) 5AMP plug point
- 3) **KITCHEN** – 01 (One) light point, 01 (one) exhaust fan point, 01 (one) 5AMP plug point and 01 (one) 15AMP plug point
- 4) **TOILET** – 01 (one) light point, 01 (one) exhaust fan point, 01 (one) geyser point
- 5) **BALCONY** – 01 (One) light point, 01 (one) 5AMP plug point
- 5) **STAIRS** – One light point on each landing
- 6) **ROOFS** – Adequate light points
- 7) **GROUND** - Adequate light points

14. **LIFT:** Lift dimensions shall be 6' X 4' i. e. 24 Square feet having standard fittings and fixtures from reputed company and the lift well shall be made of RCC structure.

15. **WATER SUPPLY:** One underground water reservoir for storing the Kolkata Municipal Corporation water and over head water reservoir are to be provided with adequate Horse Power Capacity of Pump and Motor of a standard branded company available in the market.

Goutam Sarkar.

16. **EXTRA WORK:** Special fittings, flooring, fixtures in the flat will be provided at extra cost to be deposited before execution of the specific work, subject to feasibility.

N. B. Any change in the above specifications and materials to be used in the flat will be termed as extra work/s and shall be charged extra as per actual cost which shall exclusively be borne by the owner abovenamed and the payment in respect thereof shall have to be made prior to the execution of the extra work.

- **NAME** of the building to be constructed at the said premises shall be "DEVI";
- The developer shall provide the owner with the completion certificate to be issued by the K. M. C. after the construction of the proposed building is completed in all respects.
- The developer shall hand over the owner's allocated portion complete in all respect before handing over possession of any flat/parking space to any intending purchaser.

FIFTH SCHEDULE

(THE COMMON AREAS AND FACILITIES)

1. The land described in the First Schedule herein above.
2. Stair case having lighting, fixtures and fittings.
3. Lift, lift shafts, lift well, lift machine room, lift landings.
4. That the remaining entire ultimate open sky roof of the said building will be used by the executants of the plot and the Developers/intending Purchasers jointly without any interruption by others.
5. Overhead and underground tanks and distribution pipes to the different Flats.

Guram Sarda

6. Electrical wiring from ground floor to the Flats to respective switches.
7. Water and sewerage, evacuation pipes from the flats to drains, sewer common to the said building.
8. Septic tank.
9. Boundary walls and main gate in respect of the said premises and all areas or part of the building required for egress and ingress to and from the respective Flats.
10. Common Electric Meter Room/Space as may be sanctioned.
11. Common Pump Space.
12. Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the said premises and the said building as are necessary for passage and user of the flats/units in common by the co-owners.
13. The foundation columns, girders, beams, support, main walls etc. and all the other facilities and amenities premises which are intended for common use.

SIXTH SCHEDULE

(COMMON EXPENSES TO BE BORNE BY THE INTENDING PURCHASERS AND OWNERS/LANDLORDS)

- A. Cost and expenses for maintenance, repairing, decorating, etc. of the said building and the said common areas and facilities be enjoyed and made by the purchasers in common with the owners of other Flats.
- B. Cost of cleaning and lighting of passage, landing, stair case, lift and other parts of the said building to be enjoyed or maintained by the purchasers: Electricity charges for the pump, motor, and common lights, etc.

Guram Sachar.

- C. Cost of working and maintenance of common services, such as line of filtered and unfiltered water, sewerage of drains, rain water and water pipes, etc.
- D. Cost of consumption of water as may be charged by the Kolkata Municipal Corporation.
- E. Cost of decoration and painting of the exterior walls of the said building from time to time.
- F. Salaries of Darwans, Electrician, Sweepers, etc.

SEVENTH SCHEDULE
(Mode of Payment)

Sl.	Particulars	Amount (Rs.)	
1.	At the time of execution of these presents (by way of cheque/s)	3,00,000	00
2.	After 03 months from the date of execution of these presents	2,00,000	00
2.	At the time of handing over possession of the owner's allocation	5, 00,000	00
TOTAL		10,00,000	00

(Rupees ten lakhs only)

It is agreed by and between the parties herein that the developer shall, upon completion of the owner's allocated portion, serve a letter of intimation to the owner for taking possession of the owner's allocation within a period of 15 (fifteen) days therefrom failing which the developer shall, there onwards, be entitled to execute proper deed/s of conveyance and/or simultaneously hand over possession of the developers' allocated flat/s/car parking/commercial space/s to the respective intending purchaser/s and the owner undertakes not raise any objection in such case.

Gourdan Sarker.

IN WITNESS WHEREOF the Parties thereto, set sealed and subscribed their hands and seal on this the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

AT KOLKATA, IN PRESENCE OF

WITNESSES:

1. Pallalei Sardar
19, C.R. Park, Jadavpur,
KOL- 32

Goutam Sardar.

SIGNATURE OF THE OWNER

DREAM CITY DEVELOPER

Prasenjit Saha
Partner

DREAM CITY DEVELOPER

Swrajit Saha
Partner

2. Sahab Dey
3/88 c c.R. colony KOL-32

SIGNATURE OF THE DEVELOPER

DRAFTED BY ME AND PREPARED
IN MY CHAMBER AS PER THE INSTRUCTIONS
AND DOCUMENTS SUPPLIED BY THE PARTIES
AND READ OVER AND EXPLAINED TO THEM
THE CONTENTS HEREOF IN VERNACULAR

Arkopal Kanti Ray.

(ARKOPAL KANTI RAY)

ADVOCATE

ALIPORE JUDGES' COURT,

KOLKATA - 700 027.

ENROLMENT NO. WB/43/2010.

MEMO OF CONSIDERATION

RECEIVED a sum of Rs. 3,00,000/- (Rupees three lakhs) only from the within named Developer, being the part and portion of the total consideration (Rs. 10,00,000) money payable as per the terms and conditions aforesaid, in the manner following: -

Particulars of Cash/Cheque/DD	Drawn on	Amount (Rs.)	
Cheque No. 000005 dated 19.07.2024	Bandhan Bank, Jadavpur Branch	3,00,000	00
TOTAL		3,00,000	00

(Rupees three lakhs) only

WITNESSES: -

1. Pallabi Sarda

2. Saheb Dey

Goutam Sarda
SIGNATURE OF THE OWNER



			MIDDLE	RING	LITTLE
LEFT					
RIGHT					

NAME GOUTAM SARDAR

SIGNATURE.....*Goutam Sardar*.....



	THUMB	FORE	MIDDLE	RING	LITTLE
LEFT					
RIGHT					

NAME P. BASENJIT SAHA (as representative of M/s. DREAM CITY DEVELOPER)

SIGNATURE.....*P. Basenjit Saha*.....



	THUMB	FORE	MIDDLE	RING	LITTLE
LEFT					
RIGHT					

NAME SURAJIT DAS (as representative of M/s. DREAM CITY DEVELOPER)

SIGNATURE.....*Surajit Das*.....



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



190720242012762626

GRIPS Payment Detail

GRIPS Payment ID:	190720242012762626	Payment Init. Date:	19/07/2024 00:28:30
Total Amount:	5042	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	7116088940557	BRN Date:	19/07/2024 00:29:35
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr Prasenjit Saha
Mobile: 7439221157

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250127626278	Directorate of Registration & Stamp Revenue	5042
Total			5042

IN WORDS: FIVE THOUSAND FORTY TWO ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192024250127626278

GRN Details

GRN:	192024250127626278	Payment Mode:	SBI Epay
GRN Date:	19/07/2024 00:28:30	Bank/Gateway:	SBlePay Payment Gateway
BRN :	7116088940557	BRN Date:	19/07/2024 00:29:35
Gateway Ref ID:	420102680149	Method:	State Bank of India UPI
GRIPS Payment ID:	190720242012762626	Payment Init. Date:	19/07/2024 00:28:30
Payment Status:	Successful	Payment Ref. No:	2001790596/2/2024
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Mr Prasenjit Saha
Address:	52/C, Raja S. C. Mullick Road Kolkata 700032
Mobile:	7439221157
Period From (dd/mm/yyyy):	19/07/2024
Period To (dd/mm/yyyy):	19/07/2024
Payment Ref ID:	2001790596/2/2024
Dept Ref ID/DRN:	2001790596/2/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001790596/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	2021
2	2001790596/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	3021

Total 5042

IN WORDS: FIVE THOUSAND FORTY TWO ONLY.

PAID

Major Information of the Deed

Deed No :	I-1605-01229/2024	Date of Registration	19/07/2024
Query No / Year	1605-2001790596/2024	Office where deed is registered	
Query Date	09/07/2024 1:37:54 AM	A.D.S.R. ALIPORE, District. South 24-Parganas	
Applicant Name, Address & Other Details	Arkopal Kanti Ray Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 7439221157, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 3,00,000/-]		
Set Forth value	Market Value		
	Rs. 42,65,416/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 3,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



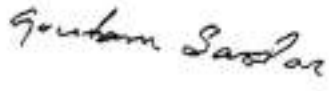
District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chittaranjan Colony, Premises No: 160, Ward No: 102 Pin Code : 700032

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		3 Katha 11 Chatak 20 Sq Ft		42,35,416/-	Width of Approach Road: 15 Ft, Last Reference Deed No :1630-I -03975-2022
Grand Total :					6.1302Dec	0 /-	42,35,416 /-	

Structure Details :

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



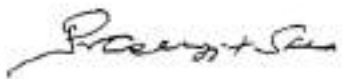
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Goutam Sardar (Presentant) Son of Late Nemai Sardar Executed by: Self, Date of Execution: 19/07/2024 , Admitted by: Self, Date of Admission: 19/07/2024 ,Place : Office	Photo  19/07/2024	Finger Print  Captured LTI 19/07/2024	Signature  19/07/2024
19, CHITTARANJAN PARK, City:- Kolkata, P.O:- JADAVPUR, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India Date of Birth:XX-XX-1XX5 , PAN No.: EWxxxxxx7P, Aadhaar No: 58xxxxxxxx7043, Status :Individual, Executed by: Self, Date of Execution: 19/07/2024 , Admitted by: Self, Date of Admission: 19/07/2024 ,Place : Office				




Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	DREAM CITY DEVELOPER 52/C RAJA S. C. MALLICK ROAD, City:- Kolkata, P.O:- JADAVPUR, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032 Date of Incorporation:XX-XX-2XX4 , PAN No.: AAxxxxxx4H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr PRASENJIT SAHA Son of Late DHIRENDRA KUMAR SAHA Date of Execution - 19/07/2024 , , Admitted by: Self, Date of Admission: 19/07/2024, Place of Admission of Execution: Office	Photo  Jul 19 2024 1:05PM	Finger Print  Captured LTI 19/07/2024	Signature  19/07/2024
52/C RAJA S. C. MALLICK ROAD, City:- Kolkata, P.O:- JADAVPUR, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.: AVxxxxxx7N, Aadhaar No: 84xxxxxxxx2697 Status : Representative, Representative of : DREAM CITY DEVELOPER (as PARTNER)				

2

Name	Photo	Finger Print	Signature
Mr SURAJIT DAS Son of NANI GOPAL DAS Date of Execution - 19/07/2024, , Admitted by: Self, Date of Admission: 19/07/2024, Place of Admission of Execution: Office	 <small>Jul 19 2024 1:27PM</small>	 <small>LT1 19/07/2024</small>	 <small>19/07/2024</small>
2/104B, VIDYASAGAR COLONY, City:- Kolkata, P.O:- NAKTALA, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX6 , PAN No.:: Alxxxxxx7M, Aadhaar No: 45xxxxxxxx0816 Status : Representative, Representative of : DREAM CITY DEVELOPER (as PARTNER)			

Identifier Details :

Name	Photo	Finger Print	Signature
Smt Pallabi Sardar Wife of Mr. Goutam Sardar 19, Chitaranjan Park, Bandhumilan Club, City - Kolkata, P.O - Jadavpur, P.S - Jadavpur, District -South 24-Parganas, West Bengal, India, PIN:- 700032	 <small>19/07/2024</small>	 <small>19/07/2024</small>	 <small>19/07/2024</small>
Identifier Of Mr Goutam Sardar, Mr PRASENJIT SAHA, Mr SURAJIT DAS			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Goutam Sardar	DREAM CITY DEVELOPER-6.13021 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Goutam Sardar	DREAM CITY DEVELOPER-100.00000000 Sq Ft

Endorsement For Deed Number : I - 160501229 / 2024

On 19-07-2024

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 11:50 hrs on 19-07-2024, at the Office of the A.D.S.R. ALIPORE by Mr Goutam Sardar, Executant.

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 42,65,416/-

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

Execution is admitted on 19/07/2024 by Mr Goutam Sardar, Son of Late Nemai Sardar, 19, CHITTARANJAN PARK, P.O: JADAVPUR, Thana: Jadavpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by Profession Service

Identified by Smt Pallabi Sardar, , Mr Goutam Sardar, 19, Chittaranjan Park, Bandhumilan Club, P.O: Jadavpur, Thana: Jadavpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by profession House wife

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

Execution is admitted on 19-07-2024 by Mr PRASENJIT SAHA, PARTNER, DREAM CITY DEVELOPER (Partnership Firm), 52/C RAJA S. C. MALLICK ROAD, City:- Kolkata, P.O:- JADAVPUR, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032

Identified by Smt Pallabi Sardar, , Mr Goutam Sardar, 19, Chittaranjan Park, Bandhumilan Club, P.O: Jadavpur, Thana: Jadavpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by profession House wife

Execution is admitted on 19-07-2024 by Mr SURAJIT DAS, PARTNER, DREAM CITY DEVELOPER (Partnership Firm), 52/C RAJA S. C. MALLICK ROAD, City:- Kolkata, P.O:- JADAVPUR, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032

Identified by Smt Pallabi Sardar, , Mr Goutam Sardar, 19, Chittaranjan Park, Bandhumilan Club, P.O: Jadavpur, Thana: Jadavpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by profession House wife

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 3,021.00/- (B = Rs 3,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 3,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 19/07/2024 12:29AM with Govt. Ref. No: 192024250127626278 on 19-07-2024, Amount Rs: 3,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 7116088940557 on 19-07-2024, 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 5,000.00/-, by online = Rs 2,021/-

Description of Stamp

1. Stamp; Type: Impressed, Serial no 15921, Amount: Rs.5,000.00/-, Date of Purchase: 15/07/2024, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 19/07/2024 12:29AM with Govt. Ref. No: 192024250127626278 on 19-07-2024, Amount Rs: 2,021/-, Bank: SBI EPay (SBlePay), Ref. No. 7116088940557 on 19-07-2024, Head of Account 0030-02-103-003-02



MANIMALA CHAKRABORTY
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2024, Page from 51965 to 52012

being No 160501229 for the year 2024.



Digitally signed by MANIMALA CHAKRABORTY
Date: 2024.07.24 10:47:26 +05:30
Reason: Digital Signing of Deed.

(MANIMALA CHAKRABORTY) 24/07/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.