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



Additional District Sub-Registres. Garia South 24 Parganas

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DEVELOPMENT AGREEMENT

THIS JOINT VENTURE AGREEMENT FOR DEVELOPMENT is executed this the 12TH day of October, Two Thousand Eighteen (2018)

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ARABINDA CHATTERIEE (1) (Alias ARABINDA CHOTTAPADHYAY) having PAN- AAGPC1297D, son of Late Sudhir Kumar Chatterjee, by faith - Hindu, by nationality - Indian, by occupation - Retired, residing at 19B, C.I.T. Scheme, Post Office - Telengabagan, Police Station -Ultadanga, Kolkata - 700 067, District - Kolkata, (2) MR. BIBEKANANDA CHATTERJEE (Alias: Mr. BIBEKANANDA CHOTTAPADHYAY) having PAN-ABUPC7795B, son of Late Sudhir Kumar Chatterjee, by faith - Hindu, by nationality - Indian, by occupation - Retired, residing at 75, Bidhan Park, Post Office - Noapara, Police Station - Baranagar, Kolkata - 700 090, District North 24 Parganas, (3) MRS. GAYATRI GANGULI (Alias: MRS. GAYATRI GANGULY) having PAN AUYPG0084A, wife of Late Milan Kumar Ganguly and daughter of Late Sudhir Kumar Chatterjee, by faith - Hindu, by nationality - Indian, by occupation - Housewife, residing at C/39, Bapuji Nagar Colony, Post Office -Regent Estate, Police Station - Jadavpur, Kolkata - 700 092, District South 24 Parganas, (4) MRS. GOURI CHATTERJEE (Alias : MRS. GOURI having PAN- AZJPC1479K, wife of late Bankim CHATTOPADHYA), Chattopadhya by faith Hindu, by nationality - Indian, by occupation housewife and (5) MR. SUBHROJYOTI CHATTERJEE (Alias: MR. SUBHRAJOYOTI CHATTOPADHYA) having PAN- AFHPC3954M, son of late Bankim Chattopadhya by faith Hindu, by occupation business, both 4 and 5 residing at B/49, Gostotala New Scheme, Post Office - Garia, Police Station Garia, Kolkata -700 084, District South 24 Parganas, all hereinafter jointly called and referred to as the "OWNERS" (which expression unless repugnant to the context shall me include their respective heirs, executors, legal representatives and assigns) of the ONE PART;

THE TOR AND

B. S. CONSTRUCTION, a proprietorship business having its office at 102/5.

Sreerampur (North), Post Office, Garia, Police Station - Patuli, Kolkata - 700 084,
owned by its sole proprietor SRI BALARAM SARDAR having PAN - AUDPS



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3761M, son of late Sihram Sardar, by faith Hindu, by occupation business, residing at102/5, Sreerampur (North), Post Office, Garia, Police Station - Patuli, Kolkata - 700 084, hereinafter called and referred to as the "DEVELOPER" (which expression unless repugnant to the context shall mean and include his heirs, executors, legal representatives and assigns) of the OTHER PART;

WHEREAS:

- 1. By virtue of a deed of sale executed on07.09.73 registered with the office of Alipore, 24 Parganasand recorded in Book No. I, Volume No. 133, Pages 278 to 283, Being No.4884, for the year 1973, one Sudhir Kumar Chattopadhya the predecessors-in-title of the owners, purchased from one Sri PuspaRanjan Paul ALL THAT land along with road measuring 10 Cottah, be the same or a little more or less in L.R. Dag No. 1, L.R. Khatian No. 42, J.L. no. 45, Mouza Garagacha, within the jurisdiction of the Rajpur Sonarpur Municipality ward no. 1, Police Station Sonarpur, District South 24-Pargnas(more fully and particularly described in the first schedule hereunder written and hereinafter he referred to as the SAID PREMISES)
- 2. Sudhir Kumar Chattopadhaya as aforesaid, a Hindu under Dayabhaga School of the Hindu Law, while seized and possessed of the said premises, died intestate on 16/06/1990 leaving behind and survived by his following legal heirs:-
- i. Sri Arabinda Chatterjee Alias Sri Arabinda Chattopadhaya (son),
- ii. Sri Bibekananda Chattapadhaya Alias Sri Bibekananda Chattapadhaya (son),
- iii. Smt. Gyatri Ganguly (daughter)
- iv. Bankim Chattopadhaya (son), since deceased
- v. Swapna Bhattachaya (daughter),



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Binapani-Chattopadhaya, wife of Late Sudhir Kumar Chattopadhaya died instate on 17/06/1976

- 3. Upon death of said Sudhir Kumar Chattopadhaya the said premises, within the ambit of the Hindu Succession Act, 1956, developed upon his heirs as aforesaid in proportion of undivided 1/5th share each.
- 4. (i) Sri Arabinda Chattopadhya, (ii) Sri Bibekananda Chattapadhya (iii) Smt. Gyatri Ganguly (iv)Bankim Chattopadhya and (v) Swapna Bhattacharya thus by virtue of inheritance became joint owners of the said premises.
- 5. (i) Sri Arabinda Chattopadhya, (ii) Sri Bibekananda Chattapadhya, (iii) Smt. Gyatri Ganguly (iv) Bankim Chattopadhya and (v) Swapna Bhattacharya entered into an undated and unregistered development agreement, written in Bengali, with the developer, for developing the said premises by making construction of a multi storied building thereon in the terms inter alias: (i) the developer would construct the said building at his cost (ii) the developer would provide the owners 30% of super built-up area of the entire building comprising 5 self sufficient flats (iii) the rest 70% super building would be treated as property of the developer, which the developer could sell at his discretion and enjoy the sale proceeds thereof without any claim of the owners of the said agreement.
- 6. Subsequently disputes cropped up between the parties in the agreement as aforesaid and the owners in the said agreement preferred a Title Suit which ultimately renumbered as Title Suit No. 1 of 2013 before Additional District Judge, 9th Court at Alipore.
- 7. On the other hand the developer filed an application for Arbitration Proceeding before Hon'ble High Court at Calcutta and the Hon'ble Court was pleased to refer the case to Learned Arbitrator Smt. Shrayashee Saha.

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- S. During the continuance of Title Suit No. 1/2013 and the Arbitration Proceeding as aforesaid, Swapna Bhattacharya as aforesaid, sold her undivided 1/5 share corresponding to 2 cottah of and from the entire land of 10 cottahto the developer. Thus the developer became owner in respect of undivided 1/5 share of land corresponding to 2 Cottah.. The deed of sale by virtue whereof Swapna Bhattacharya sold her 1/5 share to the developer was executed on 13/06/2017, registered with the office of Additional-District Sub-Registrar Garia, South 24-Parganasand recorded in Book No.1, Volume No. 1629-2017, Pages 51584 to 51606 Being No. 162902201, for the year 2017
- Meanwhile, during the continuance of Title Suit No. 1/2013 and the Arbitration Proceeding, Bankim Chattopadhya died intestate on 16.07.2013
 leaving behind his wife Smt. Gouri Chattopadhya and son Sri Suvrojyoti Chattopadhya as his legal heirs.
- 10. Upon death of Bankim Chattopadhya, his undivided 1/5th share devolved upon his son and wife equally.
- Gouri Chattopadhya and Suvrojyoti Chattopadhya were substituted in both
 Title Suit No.1/2013 and the Arbitration Proceedings.
- 12. During the continuance of arbitration proceedings the parties herein came into the amicable settlement to end the dispute accordingly the parties hereto entered into this agreement in furtherance of the undated and unregistered development agreement as aforesaid with a few alteration and modification on the terms and condition given below:

NOW THIS AGREEMENT WITNESSETH that the parties hereto have agreed to abide by the terms and conditions of this agreement appearing hereunder and the terms hereunder unless excluded by or repugnant to the subject or context shall mean the followings: ARTICLE: 1



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OWNERS: (1) SRI ARABINDA CHATTOPADHYAY, (2) SRI BIBEKANANDA CHATTOPADHYAY, (3) SMT. GAYATRI GANGULY, (4) SMT. GOURI CHATTOPADHYA and (5) SRI SUBHRAJOYOTI CHATTOPADHYAY.

- 1.2. <u>DEVELOPER:</u> B.S. <u>CONSTRUCTION</u>, owned by its sole a proprietor <u>SRI</u> BALARAM SARDAR.
- 1.3. <u>PREMISES: ALL THAT</u> land along with road measuring 08Cottah, be the same or a little more or less, in L.R. Dag No. 1, L.R. Khatian No. 42, J.L. no. 45, Mouza Garagacha, Within the jurisdiction of the Rajpur-Sonarpur Municipality ward no. 1, Police Station Sonarpur, District South 24-Pargnas(more fully and particularly described in the first schedule hereunder written and hereinafter he referred to as the SAID PREMISES)
- 1.4. <u>DEVELOPMENT AGREEMENT</u>: The instant agreement made between the owners and the developer.
- 1.5. <u>DELIVERY OF POSSESSION OF LAND</u>: The owners have already delivered to the developer the peaceful vacant physical possession of the said premises in entirety free from all encumbrances whatsoever.
- 1.6: <u>BUILDING</u>: ALL that multi-storied residential building and/or buildings, to be constructed in the said premises in accordance to the sanctioned plan.
- 1.7. <u>PLAN</u>: The building plan will be obtained from the competent authority for construction of the said building at the said premises at the cost of the developer subject to the approval of the owners in writing.
- 1.8. ARCHITECT: The person and/or firm to be appointed by the developer for planning, designing and supervising the said building.



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- 1.9. <u>ADVOCATE</u>: the parties shall appoint their respective advocates who will look all legal matters on connection with the project under this agreement.
- 1.10. OWNERS' ALLOCATION: Save and except the developer's allocation the area the owner will be exclusively entitled to in the said building (more fully and particularly described in the second schedule hereunder written). However the allocations of flats shall be made after obtaining building plan and both the developer and the landowners will get 50 % of each blocks and sides.
- 1.11. <u>DEVELOPER'S ALLOCATION</u>: Save and except the owners' allocation, the area the developer will be entitled to other Rest portion in the said premises (more fully and particularly described in the third schedule hereunder written).
- 1.12. <u>SALEABLE PORTION</u>: All the portion in the building which can be used and enjoined independently pertaining to the respective allocations of the owners and the developer.
- 1.14. <u>COMMON SERVICE AREAS</u>: All the common areas in the building to be enjoyed by both the owners and the developer in the building (more fully and particularly described in the fourth schedule hereunder written).
- 1.15. TRANSFERORS: In context of this agreement the owners herein in respect of the undivided proportionate share of land pertaining to the developer's allocation.
 - 1.16. TRANSFEREE: The purchaser who will purchase flat/car parkingspace in the building from the areas pertaining to developer's allocation.
 - 1.17. TRANSFER: Transfer of proportionate undivided share/interest of land in the said premises by the owner attributable to the developer's allocation.



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- 1.18. CONSIDERATION: Owners' allocation, as mentioned in the Second Schedule, at the cost of the developer will be treated as consideration to be given to the owners against which the owners will transfer the undivided proportionate share of land in the said premises attributable to the developer's allocation to the developer and/or his nominee.
- 1.19 <u>DELIVERY OF POSSESSION OF LAND</u>: In the context shall mean, the owners have already handed over to the developer the peaceful vacant well demarcated physical possession of the said premises to the developer.
- 1.20. TIME: The developer will complete the said building and deliver the peaceful vacant physical possession of the owners' allocation to the owners within 30 months from the date of obtaining sanction of the building plan from the competent authority.
- 1.21. <u>INITAIATION OF PROCESS TO OBTAIN PLAN</u>: The developer will initiate process for obtaining building plan within one month from inclusion of the name of Mr. Balaram Sardar in the records of the Rajpur Sonarpur Municipality as a co owner of the said property.
- 1.22 <u>POWER OF ATTORNEY</u>: The owners will execute power of attorney appointing the developer or his nominee as their lawful constituent attorney to execute the deeds, things and acts stipulated hereunder.
- 1.23. <u>UNDIVIDED SHARE</u>: The undivided proportionate share or interest in the land of the premises attributable to the flat/car parking space/space/shops/show room pertaining to the developer's allocation.
- 1.24. PROJECT: the work of development of the said premises undertaken by the developer.



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1.25. <u>UNIT</u>: Any independent flat/car parking space in the said building, which is capable of being exclusively owned, used and/or enjoyed by any unit owner and which is not the common portion.

1.26. <u>UNIT OWNER</u>: Any person who acquires, holds and/or owns and/or agrees to acquire hold and/or own any unit in the building and shall include the owners and the developer for the units held by them from time to time.

1.27. MANNER OF WORK and SPECIFICATIONS: The materials and accessories which are to be used for construction of the building (more fully and particularly described in the annexure I annexed hereto)

ARTICLE - II

- 2. OWNERS represent as follow:-
- The owner have seized and possessed of the said premises.
- 2.2. There is no agreement holder in respect of the said premises.
- 2.3 There is no tenant in the said premises.
- 2.4. There is no suits, litigations or legal proceedings in respect of the premises or part
- 2.5. No person other than the owners have any right, title and interest of any nature whatsoever in the premises or any part thereof.
- 2.6. The right, title and interest of the owners in the premises are free from all encumbrances and the owner has a marketable title thereto.



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- 2.7. The said premises or any part thereof is at present not affected by any requisitions or acquisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the owners.
- 2.8. Neither the premises nor any part thereof has been attached and/or is liable to be attached due to Income Tax, Revenue or any other public demand.
- 2.9. The owners have not in any way dealt with the said premises whereby the right, title and interest of the owner as to the ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever.
- 2.10. The owners are fully and sufficiently entitled to enter into this agreement, as on the date of execution of this agreement.

ARTICLI III: OWNERS'RIGHT:

3.1. The owners will get the owners' allocation described in the second schedule hereunder written on time without any hindrance from the developer.

ARTICLI IV: OWNERS'OBLIGATION:

- 4.1. The developer shall be entitled to construct and complete the building in accordance with the sanction of the building plan without any interference or hindrance from the side of the owners.
- 4.2. During the continuance of this agreement the owners will not let out, grant, lease, mortgage and/or create any charge in respect of the premises or any portion thereof without the consent in writing of the developer.

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- 4.3. The owners will execute all deeds of conveyance for conveying the undivided proportionate share of land relating to the developer's allocation in the building in accordance to the terms and conditions stipulated in these presents.
- 4.4. After execution of this agreement if any title related or land related problems cropped-up—then the owners will be responsible for that issues and the owners shall compensate the Developer by way of money.
- 4.5. The owners will execute the <u>POWER OF ATTORNEY</u> authorizing the developer to do the following acts deeds and things:
- To develop the said premises by constructing building thereon.
- ii. To represent to the Panchayet, Zila Parishad, Municipality, and/or any competent authority.
- iii. Sign the plan and all the relevant papers in respect of the building plan and all other relevant documents relating to the said premises present the same to the Panchayet, Zila Parishad, Municipality, and/or any competent authority.
- iv. To appoint Engineers, Surveyors, Architects, Licensed Building Surveyors and other experts.
- v. To obtain clearances from all government departments and authorities including fire Brigade, BLRO, JLRO, Panchayet, Zila-Parishad, Police and the Authorities Urban Land Ceiling and Department, and all other competent authorities as may be necessary.
- vi. To sign and apply for sanction of drainage, water, electricity and others utilities as may be necessary for the convenience.

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vii. To appear before any, officer of the Panchayat / Zila Parisad or any court or tribunal for assessment of valuation or other purpose in respect of the said building as well as the said property.

viii. To represent before any court of law .

ix. To appear and to act in all courts, civil, criminal and tribunal whenever required.

x. To sign and verify plaints and written statements petitioners, objection, memo of appeals, affidavits and applications of all kind and file those in any court of law.

xi. To engage and appoint any advocate/pleader or counsel whenever and wherever required.

xii. To represent me to the Registration Office, Land Acquisition Department and any Competent authority for obtaining clearances, if any, in respect of the said property.

xiii. To settle any dispute arising in respect of the said property.

xiv. To negotiate on terms for and to agree to and enter into and conclude any agreement for sale and sell developer's allocation in the building to any purchaser or purchasers at such price which the said attorneys, in their absolute discretion, think proper and/or to cancel and/or repudiate the same ONLY after obtaining of the plan and demarcation and determination of the respective allocations of the owner and the developer.

xv. To receive from the intending purchaser or purchasers any earnest money and/or advance or advances and also the balance of purchase money against the

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said developer's allocation in the building and to give good, valid receipt and discharge for the same which will protect the purchaser or purchasers without seeing the application of the money.

xvi. Upon such receipt as aforesaid, to sign, execute and deliver any conveyance or conveyances of the said Developer's Allocation and/or part thereof in favour of the said purchaser or his nominee or assignee.

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

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

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

4.6. The owners, prior to execution of this agreement; had alreadyhand over all original documents, title deeds etc. relating to the said premises to the developer against proper receipt. Those documents will remain with developer till the completion of the building. Thereafter those documents will be handed over to the Association to be formed by the flat owners of the building.

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4.7. The owners will extend all reasonable cooperation to the developer for effecting construction of the said building.

ARTICLE - V : DEVELOPER'S RIGHT :

- 5.1. The owners hereby grant exclusive right to the developer to build and complete the building.
- 5.2. The owners hereby grant exclusive right to the developer to commercially exploit the developer's allocation without any obstruction and/or claim from the owners. The developer will have full right and absolute authority to enter into any agreement with any purchaser in respect of the developer's allocation at any price of his discretion and receive advance/consideration in full thereof.
- 5.3. The developer shall be entitled to occupy and use the premises SUBJECT TO the terms of this agreement, during the continuation of the project. The developer shall he entitled to use the premises for setting up a temporary site office and/or quarters for its guard and other staff and shall further be entitled to put up boards and signs advertisement in the project and post its watch and ward staff.
- 5.4. Upon being inducted into the premises, the developer shall be at liberty to do all works as be required for the project. The developer shall have the right to obtain temporary connection of utilities for the project and the owners shall sign and execute all papers and documents necessary therefore by the concerned authorities for such utilities required. The owners however will have no liability to pay the electricity bill as aforesaid and the developer will pay the entire electricity bill during the period of project.
 - 5.5. The developer will be entitled to receive, collect and realise all money out of the developer's allocation without creating any financial and/or legal liability to the owners

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5.5. The developer will be as the deve

- 5.6. The developer shall cause such changes to he made in the plans as the architect may approve without affecting the owners interest in any manner and/or shall be required by the concerned authorities, from time to time, for which the owner will have no objection.
- 5.7. The developer will be entitled to enter into agreement in respect of the unit pertaining to the developer's allocation to the intending purchaser ONLY after obtaining of plan and demarcation and of the respective allocations of the owners and the developer.
- 5.8. The developer will be entitled to deliver possession in respect of the unit pertaining to the developer's allocation to the intending purchaser ONLY simultaneously or after making delivery of possession of the owners' allocation to the owners.
- 5.9. The developer will be entitled to transfer the undivided proportionate share of land in the premises attributable to the developer's allocation by virtue of the Power of Attorney to be given by the owners to the developer to the intending purchaser ONLY.
- 5.10. The developer will be entitled to make publicity and advertisement in all possible manners in view of making commercial exploitation of the developer's allocation in the building.

ARTICLE - VI: DEVELOPER'S OBLIGATION

6.1. The developer will abide by all the rules and regulations, present and future, to complete the project, The developer will comply with all the legal obligations, present and future



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- 6.2. The developer will deliver the owners' allocation, described in the second schedule hereunder written in complete habitable condition to the owners within schedule time mention in article 1.20.
- 6.3. All costs, charges and expenses for construction of the building and/or the development of the said premises shall exclusively be borne and paid by the developer.
- 6.4. The developer will complete the owners' allocation with the specification annexed hereto.
- 6.5. The developer shall construct the building with standard materials available in the market.
- 6.6. The developer will bear all cost arising out of the construction of the building.
- 6.7. The developer will bear all the taxes and impositions on the premises and/or part thereof till he delivers the owner's allocation to the owners
- 6.8. The developer will provide the owners a duly attested photo copy of the plan to be obtained from the competent authority.
- 6.9. The developer will commence work of the project within one month from obtaining sanction of building plan from the competent authority.
- 6.10. The developer shall abide by all the safety norms during construction of the building and follow all statutory and legal norms and keep the owners indemnified.
- 6.11. The developer shall bear, pay and discharge all costs, charges and expense relating to or in any way connected with the construction of the said building and

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development of the said premises including charges for other bodies and the, owners shall have no liability whatsoever in this context.

ARTICLE VII: OWNERS' INDEMNITY:

- 7.1. The developer will indemnify the owners against all claims, actions, suits and proceedings arising out of any acts of the developer in connection with the construction of the building.
- 7.2. The developer will indemnify and keep the owners indemnified in respect of all costs, expenses, liberties, claims, and/or proceedings arising out of any acts done in pursuance of the authorities as aforesaid.
- 7.3. The developer will keep the owners safe and harmless and indemnified in respect of any loss, damages, costs, claims, charges and proceedings that may arise in pursuance hereof including.
- 7.4. The developer will indemnify the owners against all claims or demand that may be made due to anything done by the developer during the construction of the said building.
- 7.5. The developer will indemnify the owners against all claim and demands of the suppliers, contractors, workmen and agents of the developer on the account whatsoever include any accident of other loss.
- 7.6. The developer will indemnify the owners against any demand and/or demand/claim made by the unit holder in respect of the developer's allocation.
- 7.7. The developer will indemnify the owners against any action taken by the any competent authority for any illegal or faulty construction or otherwise of the building.



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Additional District Sub-Registrer,
Garia South 24 Parganas

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ARTICLE VIII: COMMON UNDERSTANDINGS:

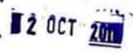
- 8.1. The owners shall be solely and exclusively entitled to the owners' allocation and the developer shall be solely and exclusively entitled to the developer's allocation.
- 8.2. The owners' allocation shall be constructed by the developer for and on behalf of the owners. The rest of the building shall be constructed by the developer for and on behalf of himself. The entire building will be constructed in accordance to the same specification.
- 8.3. The owners and the developer shall be entitled absolutely to their respective allocation and shall be at liberty to deal therewith in any manner they deem, fit and proper <u>SUBJECT HOWEVER TO</u> the general restrictions for mutual advantage inherent in the ownership flat schemes. They will also be at liberty to enter into agreement for sale of their respective allocations SAVE THAT insofar as the same relates to common portions (as described in the fourth schedule hereto, common expenses and other matter of common interest, the owner and the developer shall adopt the same covenants and restrictions). The form of such agreement to be utilized by the parties shall be such as be drawn by the advocates in consultation with the parties hereto.
- 8.4. The owners shall be entitled to all money that be received from the unit owner of the owners', allocation whether the same by way of earnest money. part consideration, construction cost, sale price and/or otherwise and the developer shall be entitled to all such monies receivable in respect of the developer's allocation PROVIDED HOWEVER that the money payable and/or deposits for common purposes and common expenses shall be receivable only by the developer from all the units owners till formation of the society or any other association of the unit owner, for not more than six months from the date of delivery of possession of the owners' allocation.

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Garia South 24 Parganes



- 8.5. The developer will provide electricity connection for the entirety of the building including the owners' allocation.
- 8.7. Upon completion of the building the developer shall maintain and manage the same in accordance with such rules as may be framed by the advocates and as in conformity with other buildings containing ownership flats. The developer and the owners and/or their transferees, if any, shall comply with the said rules and/or regulations and shall proportionately pay all costs, charges, expenses and outgoings in respect of the maintenance and management.

ARTICLE - IX : COMMON RESTRICTIONS:

- 9.1. Neither party shall use or permit to use of their respective allocation or any Portion of the new building for carrying any activity detrimental to the peaceful living of the other occupiers of the building.
- 9.2. Neither party shall demolish or permit to demolish any wall or make any structural alteration to the building.
- 9.3. Both parties shall abide by all laws, bye-laws, rules and regulations of the competent authority in enjoying the occupation of the building.
- 9.4. Both parties will jointly form an ad-hoc common body/committee to look after the maintenance of the building. But with the owners take possession of the owners' allocation and the developer sell major parts of the developer's allocation, the developer will have no liability to the said committee and/or any association to be formed.
- 9.5. Neither party shall use or permit to use of their respective allocation or any portion of the new building for storing articles which may be detrimental to the free ingress and egress to the building or part thereof.

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- 9.6. Both parties will allow the said association, or the common person to enter into their respective allocation for maintenance of the building upon giving notice in writing.
- 9.7. Both parties will bear proportionate tax, maintenance cost, day to day expenditure of their respective allocation.

ARTICLE X: MISCELLANEOUS:

- 10.1. The owners and the developer have entered into this agreement purely as a contract and nothing herein shall deem to construct a partnership between the parties in any, manner whatsoever.
- 10.2. Save and except this agreement no agreement and/or oral representation between the parties hereto exists or will have any validity.
- 10.3. The owners' allocation and the developer's allocation in the said premises will be demarcated after obtaining the building plan from the competent authority.

ARTICLE XI : FORCE MAJURE :

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

ARTICLE XII: JURISDICTION:

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



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ARTICLE XIII: ARBITRATION:

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

THE FIRST SCHEDULE AS REFERRED TO ABOVE (DESCRIPTION OF THE ENTIRE PREMISES)

ALL THAT land along with road measuring 08 (eight) Cottah, be the same or a little more or less in L.R. Dag No. 1, L.R. Khatian No. 42, J.L. no. 45, Mouza - Garagacha, Within the jurisdiction of the Rajpur-Sonarpur Municipality ward no. 1, being Municipal Holding No. 394, Garagacha Road (near Garia Station Road), Police Station - Sonarpur, District - South 24-Pargnas, butted and bounded in the following manner:

ON THE NORTH : by land in Dag No.1;

ON THE SOUTH : byland in Dag nos.5 and 6;

ON THE EAST : by common passage;

ON THE WEST : by 23'-03" wide municipal road;

THE SECOND SCHEDULE AS REFERRED TO ABOVE (OWNERS' ALLOCATION)

Save and except the developer's allocation as described in the third schedule hereunder, the owners will be entitled to ALL THAT the 36% of the built-up area calculating on the land measuring 08 cottah, be the same or a little more or



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less, in the new building TOGETHER WITH undivided proportionate share and interest in the land attributable thereto in the said premises and all rights on the common areas and facilities attached thereto as per plan. The common areas in the building, and/or the said premises will be used in common with the developer.

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

SAVE and except the owner's allocation as described in the second schedule hereinabove the developer will be entitled to rest 64% the built-up area calculating on the land measuring 8 cottah, be the same or a little more or less, TOGETHER WITH undivided proportionate share and interest in the land attributable. Therefore in the said premises and all rights on the common areas and facilities attached thereto as per plan. The Common areas in the building and/or the said premise, will be used in common with the owner.

The developer will be exclusively entitled to the area in entirety on the land measuring about 2 cottahs. The Developer will effect the project on 10 cottah of land only whereto the Owners will not raise any objection

THE FOURTH SCHEDULE AS REFERRED TO ABOVE

(Common areas)

R. C. C. Columns,

Under ground water reservoir,

Overhead water tank, boundary wall.

Space for meter and pump,

Passage, courtyard, open areas with all easement rights,

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Septic tank,

Stair and stair case, stair top room,

Electric installations,

Lift/Escalator and lift machinery of the building.

Outer wall

The space open to the sky

All other areas to be used commonly by the flat/space owners of the building..

THE FIFTH SCHEDULE AS REFERRED TO ABOVE

(Common expenses to the effected from the date of transfer)

Expenses for maintaining, repairing, redecorating the building and/or part thereof Expenses for lighting of the common areas and/or part thereof. Expenses for cleaning the common areas.

Salaries of durwan, caretaker and/or other persons whose appointment may be considered necessary for maintenance and protection of the building or part thereof and those will be decided by the association upon its formation.

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Additional District Sub-Registraty
Garia South 24 Parganese

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IN WITNESSES WHERFOF the parties hereto have put their respective hands and seal on these presents on the day month and year first above written. WITNESSES

Jayadiala Now. 4/50, vibelingar Salash for, Kai-75

31 C Sagar Mann Kolkada-700060. Arabinda Chattigue Bibekananda Chattigue Gayatri Ganguli

Gowi Chatterijee Subhro. Lyoti. Cha Herja

SIGNATURE OF THE OWNERS

B. S. CONSTRUCTION

Drafted by me and

prepared in my office

Caca Suturi 24 Pargansi

Additional District Sup-registers,

Alipore Judges' Court

Kolkata - 700027



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ANNEXURE-I

Technical specification

Scope of works & Amenities inside the Flat

- A. <u>FOUNDATION</u>: R.C.C. footing foundation as per Sanction Plan.
- B. <u>SUPER STRUCTURES</u>: R.C.C. Column with R.C.C beams (framed structures) with R.C.C Roof Casting.
- C. <u>BRICK-WORK</u>: External Brick work shall be 8" thick in C.M. (1:6) all partition wall shall be 3"/5" thick in Cement Mortar (1:4) as per sanction plan.

D. FLOORING:

- All Rooms, Living/Dining, Verandah will be laid with Vitrified (size in 2'-0" x 2'-0" rate Rs. 55/- to 60/- per sq.ft.) in 4" height skirting in all floor and windows sill.
- Stair case will be finished with Net-Cementing.
- Car-Parking Space will be finished with Net-Cementing.

E. TOILET & W.C.

- 1. Floor finished with Vitrified (size in 2'-0" x 2'-0" and rateRs. 55/- to 60/- per sq.ft.)
- Dado finished with Plain Colour Glazed Tiles rate Rs.35/- per sq.ft. up to 6' height.



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Additional District Sub-Registrar, Garia South 24 Parganas

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- One White Commode with High Density White P.V.C. Cistern.
- One Hot & Cold will mixture and One over head shower (all fittings will be Hind-wear or Parry- wear)

F. KITCHEN:

- Floor finished with 2'0" X 2'0' rate Rs. 55/- to 60/- per sq.ft.
- Dado finished upto 3'0' height abovefrom Kitchen Slab with Plain Colour Glazed Tiles rate Rs.35/- per sq.ft.
- Cooking Platform finished with Black Stone along with a Steel Sink.
- G. DOOR: All doors (main and Inside Partition) with 35 mm thick Solid Block Board core Construction Commercial Flush doors (hot Pressed) bonded with Phenol Synthetic Resin. One Godrej Night latch will be provided to the Main door along with one looking Glass. Other door provided with ordinary lock, 6'Heavy duty Tower bolt and door Stopper.
- H. WINDOW: Aluminum sliding windows with M.S.Grill.
- I. <u>ELECTRICALS</u>: Concealed copper wire. Each flat shall comprise the following
- In Bed Room: One fan and two light points and one Plug point.
- 2. In Living/Dining: Two fan points, Two light Points, One Power point,
- In Kitchen: One Light point, One Exchaust fan point and one Plug point.



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- 4. In Toilet: One light point, One Exhaust fan point and one Geyser point.

 5. In W.C. O.
- 5. In W.C.: One light point, One Exhaust fan point
- One calling ball point outside the main entrance of the flat.
- All Electrical fittings (Switch, Plug, Fuse) will bi in PRITAM brand.
- J. <u>SANITARY & PLUMBNING</u>: Inside Concealed pipe line with Heavy density P.V.C pipe and Outside all Sanitary and Plumbing line finished with P.V.C. Pipe. Each flat provided with One Wash Basin of matching size I suitable plae.

K. PAINT AND PARISE:

- Internal Wall of Flat will be finished with Plaster of Paris.
- External Wall of the building will be finished with Snowcem / Durocem.
- Door and Window will be finished with two coats of colour Synthetic Enamel Paint.

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WATER WILL BE SUPPLY FROM THE OVER HEAD RASERVER

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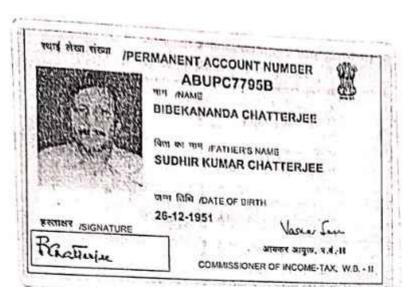
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Assistant Commissioner of Income-tax,
P-7,
Chowringlice Square,
Calcutta- 700 869.



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Pune - 411 016.

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आयकर विभाग INCOME TAX DEPARTMENT



मारत सरकार GOVT. OF INDIA

SUBHROJYOTI CHATTERJEE
BANKIM KUMAR CHATTERJEE
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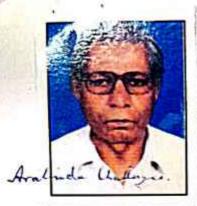




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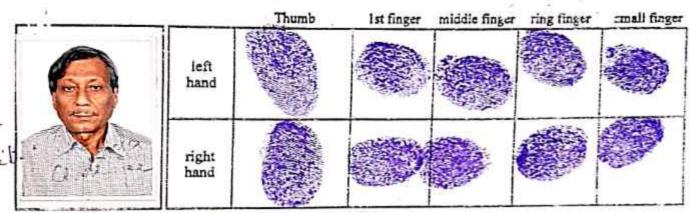
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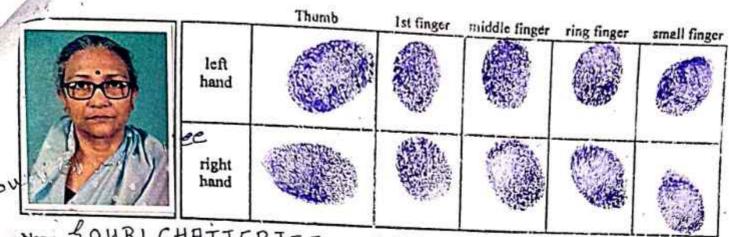
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Additional District Sub-Registres: Garia South 24 Parganas

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BEKANANDA CHATTERJEE, (Alias: Mr BIBEKANANDA CHOTTAPADHYAY) of Late SUDHIR KUMAR CHATTERJEE 75, BIDHAN PARK, P.O.- NOAPARA, P.S.- Baranagar, District-North 24-Parganas, West Bengal, India, PIN - 700090 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Admitted by: Self, Date of Admission: 12/10/2018 Place: Date of Execution: 12/10/2018 Admitted by: Self, Date of Admission: 12/10/2018 Place: Pvt. Residence, Executed by: Self, Date of Execution: 12/10/2018 , Admitted by: Self, Date of Admission: 12/10/2018 ,Place: Pvt. Residence Mrs GAYATRI GANGULI, (Allas: Mrs GAYATRI GANGULY) Wife of Late MILAN KUMAR GANGULY C/39, BAPUJI NAGAR COLONY, P.O.- REGENT ESTATE, P.S.-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700092 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AUYPG0084A, Status :Individual, Executed by: Self, Date of Admitted by: Self, Date of Admission: 12/10/2018 ,Place: Pvt. Residence, Executed by: Self, Date of Execution: 12/10/2018 , Admitted by: Self, Date of Admission: 12/10/2018 ,Place: Pvt. Residence Mrs GOURI CHATTERJEE, (Alias: Mrs GOURI CHATTOPADHYA) 4 Wife of Late BANKIM CHATTOPADHYA B/49, GOSTOTALA NEW SCHEME, P.O.- GARIA, P.S.- Garia, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No. 100084 Sex: Female, By Caste: Hindu, Occupation: 12/10/2018 Citizen of: India, PAN No.:: AZJPC1479K, Status :Individual, Executed by: Self, Date of Execution: 12/10/2018 , Admitted by: Self, Date of Admission: 12/10/2018 ,Place: Pvt. Residence, Executed by: Self, Date of Execution: 12/10/2018 Admitted by: Self, Date of Admission: 12/10/2018 ,Place: Pvt. Residence Mr SUBHROJYOTI CHATTERJEE Son of Late BANKIM CHATTOPADHYA B/49, GOSTOTALA NEW SCHEME, P.O:- GARIA, P.S:- Garia, District-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFHPC3954M, Status :Individual, Executed by: Self, Date of Execution: 12/10/2018 . Admitted by: Self, Date of Admission: 12/10/2018 Place: Pvt. Residence, Executed by: Self, Date of Execution: 12/10/2018 Admitted by: Self, Date of Admission: 12/10/2018 ,Place: Pvt. Residence

Developer Details:

| SI No | Name,Address,Photo,Finger print and Signature |
|----------|--|
| 1 2 | B. S. CONSTRUCTION 102/5, SREERAMPUR NORTH, P.O:- GARIA, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084, PAN No.:: AUDPS3761M, Status: Organization, Executed by: Representative |

Representative Details:

| SI | Name,Address,Photo,Finger print and Signature |
|----|--|
| 1 | Mr BALARAM SARDAR Son of Late SIBRAM SARDAR 102/5, SREERAMPUR NORTH, P.O:- GARIA, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AUDPS3761M Status: Representative, Representative of: B. S. CONSTRUCTION (as PROPRIETOR) |

Identifier Details:

Name & address

Mr JAYABRATA NANDI

Son of Mr TARAPADA NANDI

4/50, VIVEKNAGAR, P.O.- SANTOSHPUR, P.S.- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700075, Sex: Male, By Caste: Hindu, Occupation: Private Service, Citizen of: India, , Identifier Of Mr ARABINDA CHATTERJEE, Mr BIBEKANANDA CHATTERJEE, Mrs GAYATRI GANGULI, Mrs GOURI CHATTERJEE, Mr SUBHROJYOTI

CHATTERJEE, Mr BALARAM SARDAR

| Trans | fer of property for L1 | (1) 10 10 10 10 10 10 10 10 10 10 10 10 10 |
|-------|------------------------------|--|
| SI.No | From | To. with area (Name-Area) |
| 1 | Mr ARABINDA CHATTERJEE | B. S. CONSTRUCTION-2 Katha |
| 2 | Mr BIBEKANANDA CHATTERJEE | B. S. CONSTRUCTION-2 Katha |
| 3 | Mrs GAYATRI GANGULI | B. S. CONSTRUCTION-2 Katha |
| 4 | Mrs GOURI CHATTERJEE | B. S. CONSTRUCTION-1 Katha |
| 5 | Mr SUBHROJYOTI CHATTERJEE | B. S. CONSTRUCTION-1 Katha |
| Trans | fer of property for S1 | |
| SI.No | From | To. with area (Name-Area) |
| 1 | Mr ARABINDA CHATTERJEE | B. S. CONSTRUCTION-75.000000000 Sq Ft |
| 2 | Mr BIBEKANANDA CHATTERJEE | B. S. CONSTRUCTION-75.00000000 Sq Ft |
| 3 | Mrs GAYATRI GANGULI | B. S. CONSTRUCTION-75.000000000 Sq Ft |
| 4 | Mrs GOURI CHATTERJEE | B. S. CONSTRUCTION-37.50000000 Sq Ft |
| 5 | Mr SUBHROJYOTI CHATTERJEE | B. S. CONSTRUCTION-37.500000000 Sq Ft |

Endorsement For Deed Number : 1 - 162905021 / 2018

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 1,41,74,400/-

Debasish Dhar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. GARIA South 24-Parganas, West Bengal

12-10-201B

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

presented for registration at 19:50 hrs on 12-10-2018, at the Private residence by Mr ARABINDA CHATTERJEE Alias Mr ARABINDA CHOTTAPADHYAY, one of the Executants.

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

Execution is admitted on 12/10/2018 by 1. Mr ARABINDA CHATTERJEE, Alias Mr ARABINDA CHOTTAPADHYAY, Son of Late SUDHIR KUMAR CHATTERJEE, 19B, C. I. T. SCHEME, P.O. TELENGABAGAN, Thana: Ultadanga, Kolkata, WEST BENGAL, India, PIN - 700067, by caste Hindu, by Profession Retired Person, 2. Mr BIBEKANANDA CHATTERJEE, Alias Mr BIBEKANANDA CHOTTAPADHYAY, Son of Late SUDHIR KUMAR CHATTERJEE, 75. BIDHAN PARK, P.O. NOAPARA, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700090, by caste Hindu, by Profession Retired Person, 3. Mrs GAYATRI GANGULI, Alias Mrs GAYATRI GANGULY, Wife of Late MILAN KUMAR GANGULY, C/39, BAPUJI NAGAR COLONY, P.O: REGENT ESTATE, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by Profession House wife, 4. Mrs GOURI CHATTERJEE, Alias Mrs GOURI CHATTOPADHYA, Wife of Late BANKIM CHATTOPADHYA, B/49, GOSTOTALA NEW SCHEME, P.O. GARIA, Thana: Garia, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession House wife, 5. Mr SUBHROJYOTI CHATTERJEE, Son of Late BANKIM CHATTOPADHYA, B/49, GOSTOTALA NEW SCHEME, P.O. GARIA, Thana: Garia, , South 24-Parganas, WEST BENGAL, India, PIN -700084, by caste Hindu, by Profession Business

Indetified by Mr JAYABRATA NANDI, , , Son of Mr TARAPADA NANDI, 4/50, VIVEKNAGAR, P.O. SANTOSHPUR, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Private Service

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

Execution is admitted on 12-10-2018 by Mr BALARAM SARDAR, PROPRIETOR, B. S. CONSTRUCTION (Sole Proprietoship), 102/5, SPEED AMELIA (1997), 102 Proprietoship), 102/5, SREERAMPUR NORTH, P.O:- GARIA, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084

Indetified by Mr JAYABRATA NANDI, . . Son of Mr TARAPADA NANDI, 4/50, VIVEKNAGAR, P.O. SANTOSHPUR, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Private Service

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Debasish Dhar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. GARIA South 24-Parganas, West Bengal

On 26-10-2018

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/10/2018 12:00AM with Govt. Ref. No: 192018190297601662 on 10-10-2018, Amount Rs: 21/-, Bank; AXIS Bank (UTIB0000005), Ref. No. 23212102018SST934976259 on 12-10-2018, Head of Account 0030-03-104-001-16

ent of Stamp Duty

mined that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by by online = Rs 15.020/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 12/10/2018 12:00AM with Govt. Ref. No: 192018190297001002 on 10-10-2018, Amount Rs: 15,020/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 232121020189ST034970259 on 12-10-2018, Amount Re. 10,0207,

Dobnalah Dhar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. GARIA South 24-Parganas, West Bengal

On 02-11-2018

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

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

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 5,000/-Description of Stamp

 Stamp: Type: Impressed, Serial no 1836, Amount: Rs.5,000/-, Date of Purchase: 10/10/2018, Vendor name: Santosh
Kr Day Kr Dey

Slan

Debasish Dhar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. GARIA South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1629-2018, Page from 152988 to 153031 being No 162905021 for the year 2018.



Digitally signed by DEBASISH DHAR Date: 2018.11.05 16:17:37 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 05-Nov-18 4:16:58 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. GARIA West Bengal.

(This document is digitally signed.)