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

1 2 SEP 2023

## **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT is made on this the

day of SEPTEMBER, Two thousand Twenty Three (2023)

BETWEEN

Contd.... P/2

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Name	Sahalam Gran & Million	. 1
Address	Satalam Gazi & Another 1431. Brahnopm Battala Baras My	16

SMRITI BLKASH DAS Govt. Licence Stamp Vender Alipore Police Court Kol-27



DISTRICT SUB REGISTRAR-III SOUTH 24 DOS AUPORE 2 2 SEP 2023

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Kol-27

(1) MR. BUDDHADEB KUNDU (PAN - AKFPK1230K) (AADHAR No: 6814 6135 2283), son of Brahma Nanda Kundu, by Occupation - Retired Person, residing at 394, Brahmapur Battala, Post Office - Brahmapur, Police Station - Bansdroni, Kolkata - 700096, District: South 24 Parganas, (2) MR. RADHA BALLAV KUNDU (PAN - BGLPK9793G) (AADHAR No: 4848 2988 9237), son of Brahama Nanda Kundu, by Occupation - Service, residing at 392/2, Brahmapur Road, Gouri Kunj, 3rd Floor, Post Office - Brahmapur, Police Station - Bansdroni, Kolkata - 700096, District: South 24 Parganas and (3) MR. SAROJ KUMAR GHOSH (PAN - ADXPG3506H) (AADHAR No: 5406 3413 4534), son of Late Bishnu Pada Ghosh, by Occupation - Retired Person, residing at 10/60A, Netaji Nagar, Post Office - Regent Park, Police Station - Netaji Nagar, Kolkata - 700040, District: South 24 Parganas, all by faith - Hindu, all by nationality - Indian, hereinafter jointly and severally called and referred to as the "LAND OWNERS" (which term or expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include their respective heirs, successors, legal representatives, executors, nominees, administrators and/or assigns) of the ONE PART

#### AND

M/S. EVER GREEN ABASH (PAN - AAEFE6215D), a Partnership Firm, having its office at 1431, Brahmapur Battala Bazar, Post Office -Brahmapur, Police Station - Bansdroni, Kolkata - 700096, represented by its Partners (1) MR. SAHALAM GAZI (PAN - ADYPG0942N) (AADHAR No.: 6841 2799 9158), son of Late Rahamat Ali Gazi, by faith - Islam, by Occupation - Business, by nationality - Indian, residing at 1431, Brahmapur Battala Bazar, Post Office - Brahmapur, Police Station -Bansdroni, Kolkata - 700096, District: South 24 Parganas and (2) MR. SABIR ALI MONDAL (PAN - ALLPM6901A) (AADHAR No.: 2691 2152 5973), son of Late Rawshan Ali Mondal, by faith - Islam, by Occupation -Business, bý nationality - Indian, residing at Joykrishňapur Chairi, Post Office - Bonhooghly, Police Station - Narendrapur previously Sonarpur, Kolkata - 700103, District: South 24 Parganas, hereinafter called and referred to as the "DEVELOPER" (which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include the Partners for the time being and their successors in Office and successors-ininterest and their respective heirs, successors, legal representatives, executors, administrators, nominees and / or permitted assigns) of the OTHER PART:

WHEREAS One Mobarak Ali Mondal and Tobarak Ali Mondal, both sons of Late Foju Mondal, both of Brahmapur, P.S. Tollygunge thereafter Jadavpur (now P.S. Regent Park) in the District of 24-Parganas (now South 24-Parganas) were the sole and absolute joint owners of ALL THAT piece and parcel of Danga Land measuring 98 Decimals comprising in R.S. Dag No.541, appertaining to R.S. Khatian No.464 of Mouza Brahmapur, J.L No.48, under Collectorate's Touzi No.60, Recorded as Revenue Survey No.169, Pargana Magura, within P.S. formerly Sadar Tollygunae thereafter Jadavpur then Regent Park now Bansdroni, in the District of 24-Parganas (now south 24-Parganas), by way of inheritance.

**AND WHEREAS** accordingly during the Revisional Survey Settlement Operation, the said land was recorded in the names of the said Mobarak Ali Mondal and Tobarak Ali Mondal as equal owners thereof in the finally published Record Of Right.

**AND WHEREAS** the said Mobarak Ali Mondal, sold, conveyed and transferred his all right, title and interest in respect of his 8 annas share of land to First and Second party therein by way of three separate Registered of Conveyances, the said Deeds were duly registered in Alipore Office and entered in Book No. I, Being Nos.6596, 6751, 7779, for the year 1958.

AND WHEREAS the said Tobarak Ali Mondal died intestate leaving behind him surviving his three Daughters namely Marjina Khatoon Bibi, Jamila Khatoon Bibi, Anjina Bibi and wife Nekjan Bewa as his only legal heirs, successors and claimants to inherit his 8 annas share of land left by the said deceased Tobarak Ali Mondal according to Muslim Law and Faraz.

AND WHEREAS by an indenture of conveyance in Bengali in the year 1965 and registered in Alipore Office and entered in Book No. I, Being No.2621, for the year 1965, the said Nekjan Bewa, sold her said share to her Daughter said Marjina Khatoon Bibi.

AND WHEREAS by an Indenture of mutual Partition in Bengali bearing dated the 21st October, 1982 and registered at Sub-Registrar Alipore office and entered in Book No. I, Volume No.153, Pages No.120 to 147, Being No.6216, for the year 1982, One Nouser Ali Mondal, Son of Late Mobarak Ali Mondal, residing at Brahmapur, P.S. Regent Park, District South 24 Parganas got the area of land measuring 21 Decimals in Nature Danga, comprising in RS. Dag No.541, appertaining to R.S. Khatian No.464 of Mouza Brahmapur, J.L. No.48, under Collectorate's Touzi No.60, as Revenue survey No.169, Pargana Magura, within P.S. formerly Sadar

Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, in the District 24 Parganas (now South 24-Parganas) as per his said share being First Party of the said Partition Deed from his other co- sharers separately.

AND WHEREAS since the said Partition, the said Nouser Ali Mondal had been enjoying the said land without any interruption or hindrances from others by paying rent as owner thereof.

AND WHEREAS by an indenture of Conveyance in Bengali bearing dated the 6th January, 1987 and registered at Sub-Registrar Alipore Office and entered in Book No. I, Being No. 16, for the year 1987 ALL THAT piece and parcel of Danga Land measuring 06 Cottahs 00 Chittak and 00 Sq.ft. be the same and/or a little more or less out of 21 Decimals comprising in R.S. Dag No.541, appertaining to R.S. Khatian No.464, of Mouza Brahmapur, J.L. No.48, under Collectorate's Touzi No.60, Recorded as Revenue Survey No.169, Pargana Magura, lying and situated within the Ward No. 111 of the Kolkata Municipal Corporation (Jadavpur Unit, Borough XI), within P.S. formerly Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, in the District of 24 Parganas (now South 24 Parganas) was sold by the said Nouser Ali Mondal to Sri Sukanta Sarkar, son of Sri Sudhir Chandra Sarkar of 339, Prince Anwar Shah Road, Kolkata – 700026.

**AND WHEREAS** since the said Purchase by his own money and in his own name the said Sri Sukanta Sarkar had been enjoying the said land without any interruption or hindrances from others, by paying rent as owner thereof.

AND WHEREAS by an Indenture of Conveyance in Bengali bearing dated 22<sup>nd</sup> June, 1987 and Registered at A.D.S.R. Alipore Office and entered in Book No. I, volume No.16, Pages No. 321 to 328, Being No.744, for the year 1987, ALL THAT the said land measuring 06 Cottahs 00 Chittak and 00 Sft. be the same and/or a little more or less, comprising in RS. Dag No 541 appertaining to R.S. Khatian No.464, of Mouza Brahmapur, J.L. No.48, under Touzi No. 60, Recorded as Revenue Survey No.169, Pargana Magura, being the Scheme Plot Nos. 112 and 113, lying and situated within the Ward No.111 of the Kolkata Municipal Corporation (Jadavpur Unit, Borough-XI), within P.S. formerly Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, in the District of 24- Parganas (now South 24 Parganas) was sold by the said Sri Sukanta Sarkar to Sri Prem Kapoor, son of Kattar Singh Kapoor of 6, Clive Road, P.S. Barabazar, Kolkata - 700001, for a valuable consideration mentioned therein.

AND WHEREAS since the said Purchase by his own money and in his own name, the said Prem Kapoor had been enjoying the said land without any interruption or hindrances from others.

AND WHEREAS during seized and possessed the said purchase land, the said Prem Kapoor died intestate on the 25th November, 1994, leaving behind him surviving his wife Smt. Prem Lata Kapoor and three sons namely Sri Ranjiv Kapoor, Sri Sanjiv Kapoor, Sri Pawan Kapoor, as his only legal heirs, successors and claimants to inherit the said land, left by the said deceased Prem Kapoor.

AND WHEREAS by way of inheritance according to Hindu Succession Act. 1956, they were jointly in peaceful possession and enjoyment of the said land measuring 06 Cottahs 00 Chittak and 00 Sq.ft., be the same and/or a little more or less, comprising in R.S. Dag No. 541, appertaining to R.S. Khatian No. 464, of Mouza Brahmapur, J.L. No. 48, Under Collectorate's Touzi No. 60, Recorded as Revenue Survey No. 169. Pargana Magura, lying and situated within the Ward No. 111 of the Kolkata Municipal Corporation (Jadavpur Unit, Borough-XI), within P.S. formerly Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, in the District of 24-Parganas (now South 24-Parganas) by mutating their names in the Kolkata Municipal Corporation (Jadavpur Unit. Borough-XI), as Premises No. 636, Brahmapur, vide Assessee No.31-111-06-0636-2 and had been paying all necessary taxes as owners.

AND WHEREAS during seized and possessed the said land, the said Smt. Prem Lata Kapoor, Sri Ranjiv Kapoor, Sri Sanjiv Kapoor and Sri Pawan Kapoor jointly sold, transferred and conveyed ALL THAT piece and parcel of Danga land measuring 04 Ctottahs 09 Chittaks 05 Sq.ft., be the sane and/or a little more or less, out of land measuring 06 Cottahs more or less, comprising in R.S. Dag No. 541, appertaining to R.S. Khatian No.464, of Mouza: Brahmapur, J.L. No. 48, under Collectorate's Touzi No. 60, Recorded as Revenue Survey No. 169, Pargana: Magura, lying and situated within the Ward No. 111 of the Kolkata Municipal Corporation (Jadavpur Unit, Borough-XI), being the Scheme Plot Nos. 112 and 113, being Premises No. 636, Brahmapur, within P.S. formerly Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, vide Assessee No. 31-111-06-0636-2, Sub-Registry Office A.D.S.R Alipore, in the District of 24-Parganas (now South 24-Parganas), unto and in favour of (1) Sri Saroj Kumar Saha, son of Late Ganesh Chandra Saha and (2) Smt. Beauty Saha, wife of Sri Saroj Kumar Saha, both of 89, Roynagar Madhyapara, Bansdroni, Kolkata -

700070, by way of a registered deed of conveyance dated 03-09-2004, which was duly registered in the office of the A.D.S.R. Alipore, South 24-Paragnas, vide Book No. – I, Volume No. – 231, pages from 47 to 82, Being No. 03585, for the year 2004, at such valuable consideration as mentioned therein.

AND WHEREAS thereafter said Sri Saroj Kumar Saha and Smt. Smt. Beauty Saha duly mutated their names in the Kolkata Municipal Corporation in respect said purchased land, as K.M.C. Premises No 636, Brahmapur, P.S. Regent Park now Bansdroni, Kolkata – 700096, under Ward No. 111, vide Assessee No. 311110606362, District: South 24-Parganas and also mutated their names in local B.L.&L.R.O office, as L.R. Khatian No. 2938, recorded in the name of Sri Saroj Kumar Saha and L.R. Khatian No. 2937, recorded in the name of Smt. Beauty Saha and both of them jointly started enjoying and possessing the same by paying all relevant taxes to the appropriate authority without any interruption from others.

AND WHEREAS during seized and possessed the said land jointly, the said Sri Saroj Kumar Saha had changed the nature of land in local B.L.&L.R.O office of his L.R. Khatian No. 2938, from Danga to Bastu, by conversion vide case no. 117/2020, Memo No.17/2579/Con Certificate/BLLRO/S24-Pgs./KOL/2020, Dated 24/12/2020.

AND WHEREAS during seized and possessed the said land jointly, the said Smt. Beauty Saha had changed the nature of land in local B.L.&L.R.O office of her L.R. Khatian No. 2937, from Danga to Bastu, by conversion vide case No. 116/2020, Memo No. 17/2578/Con Certificate/BLLRO/S24-Pgs./KOL/2020, Dated 24/12/2020.

AND WHEREAS while enjoying and possessing the same, being in need of money, said Sri Saroj Kumar Saha and Smt. Smt. Beauty Saha, by virtue of a registered Deed of Conveyance sold, conveyed and transferred absolutely and forever to the party of the One Part herein i.e. the present Land Owners herein ALL THAT piece and parcel of Bastu land, measuring about 04 Ctottahs 09 Chittaks 05 Sq.ft., be the same and/or a little more or less, together with 250 Square Feet RT shed structure standing thereon, comprising in R.S. & L.R. Dag No. 541, appertaining to R.S. Khatian No 464, L.R. Khatian No. 2937 & 2938, of Mouza Brahmapur, J.L. No. 48, under Collectorate's Touzi No. 60, Recorded as Revenue Survey No. 169, Pargana: Magura, lying and situated within the Ward No. 111 of the Kolkata Municipal Corporation (Jadavpur Unit, Borough-XI), being the Scheme Plot Nos. 112 and 113, being known and numbered as Premises No. 636, Brahmapur, having mailing address 394, Brahmapur Battala, within P.S.

formerly Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, Post Office – Brahmapur, Kolkata – 700096, vide Assessee No.31-111-06-0636-2, Sub-Registry Office A.D.S.R Alipore, in the District of 24-Parganas (now South 24-Parganas) with all easements rights, amenities and facilities, at such consideration price as mentioned therein and the said Deed of Conveyance was executed on 11th day of August, 2023 and registered at the Office of the District Sub-Registrar-III, South 24 Parganas at Alipore and recorded in Book No. – I, Volume No. – 1603-2023, Pages from 341123 to 341148, Being No. 160312207, for the Year – 2023.

AND WHEREAS while enjoying and possessing the above referred property, the Land Owners herein mutated their names as owners in the Assessment Registrar of the Kolkata Municipal Corporation and started enjoying and possessing the property by paying taxes under Assessee Number 311110606362 without any interruption and hindrances from any corner.

AND WHEREAS in this manner the Party of the One Part herein become the Owners of ALL THAT piece and parcel of Bastu land, measuring about 04 Cottahs 09 Chittaks 05 Sq.ft., be the same and/or a little more or less, together with 250 Square Feet RT shed kancha structure standing thereon, comprising in R.S. & L.R. Dag No. 541, appertaining to R.S. Khatian No 464, L.R. Khatian No. 2937 & 2938, of Mouza Brahmapur, J.L. No. 48, under Collectorate's Touzi No. 60, Recorded as Revenue Survey No. 169, Pargana: Magura, lying and situated within the Ward No. 111 of the Kolkata Municipal Corporation (Jadavpur Unit, Borough-XI), being the Scheme Plot Nos. 112 and 113, being known and numbered as Premises No. 636, Brahmapur, having mailing address 394, Brahmapur Battala, within P.S. formerly Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, Post Office - Brahmapur, Kolkata - 700096, vide Assessee No.31-111-06-0636-2, Sub-Registry Office A.D.S.R Alipore, in the District of 24-Parganas (now South 24-Parganas) with all easements rights, amenities and facilities appertaining thereto (hereinafter called and referred to as the 'SAID LAND'), the description of which is mentioned in the Schedule "A" written hereunder.

AND WHEREAS now the said Schedule "A" below mentioned property is free from all encumbrances, charges, trusts, liens, lispendences, attachments and liabilities whatsoever and free from any case or proceeding both in Civil and Criminal nature and there is no cases pending in any Court(s)/Tribunals or elsewhere in respect of the said Premises.

develop said Schedule "A" below mentioned property by constructing a multistoried building thereon but due to insufficient fund and lack of experiences, the Land Owners are not in a position to develop the said property by constructing a new multistoried residential building upon the said property and the Land Owners came into contact with the Developer herein and on discussion between both the parties and after going through the papers and documents, the Developer hereto have satisfied and agreed to enter into this Agreement for constructing a new building upon the said premises with the party of the One Part herein on such terms and condition hereunder appearing and the Land Owners being satisfied with the said offer of the Developer accepted the same.

**AND WHEREAS** to avoid any dispute and discrepancy in future both the parties herein have execute this Agreement with the following terms and conditions:

# NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO:

- 1. That the party of the One Part / Land Owners herein have agreed to grant for construction in favour of the Party of the Other Part / Developer herein and the Party of the Other Part / Developer herein has agreed to take up the said construction work on the said Bastu land, measuring about 04 Cottahs 09 Chittaks 05 Sq.ft., be the same and/or a little more or less, comprising in R.S. & L.R. Dag No. 541, appertaining to R.S. Khatian No 464, L.R. Khatian No. 2937 & 2938, of Mouza Brahmapur, J.L. No. 48, under Collectorate's Touzi No. 60, Recorded as Revenue Survey No. 169, Pargana: Magura, being the Scheme Plot Nos. 112 and 113, being known and numbered as Kolkata Municipal Corporation Premises No. 636, Brahmapur, having mailing address 394, Brahmapur Battala, within P.S. formerly Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, Post Office - Brahmapur, Kolkata - 700096, within K.M.C. Ward No. 111 (Jadavpur Unit, Borough-XI), vide Assessee No.31-111-06-0636-2, District: South 24 Parganas, the description of which is mentioned in the Schedule "A" written hereunder.
- 2. That the Developer herein will prepare a Building Plan of G+3 Storied Building with Lift Facility by Licensed Architect / Technical Person and make the same duly sanctioned from the Kolkata Municipal Corporation and shall construct and erect one G+3 (ground plus three) Storied residential building with Lift Facility, consisting of several residential

- flats, units, garage, car parking space, shop rooms etc., to be constructed, as per the sanctioned building plan as sanctioned by the Kolkata Municipal Corporation, on the said plot of land, more fully and particularly described in Schedule "A" written hereunder.
- 3. That it has been decided by and between the parties herein that the development work will be carried on the basis of **50%:50%** (Fifty Fifty) ratio, that is the Party of the One Part shall get the 50% of the total constructed area and the rest 50% of the constructed area will be devolve in favour of the Developer, in the newly constructed G+3 storied building, to be constructed as per the sanctioned plan as sanctioned by the K.M.C.
- 4. That the Land Owners hereby assure and promise to the Developer that the Land Owners are possessed of and/or otherwise well and sufficiently entitled to the said Schedule "A" below mentioned property as free simple in possession and none other than the present Land Owners has any claim, right, title and/or dominion over and in respect of the said Premises or any part or portion thereof and the said Premises is free from all encumbrances, charges, trusts, liens, lispendences, attachments and liabilities whatsoever and further there is no suit or proceedings pending regarding the title in respect of the said property or any part thereof before any Court of Law within the jurisdiction of the property and/or any Court within the territory of India and furthermore there is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976.
- 5. That on completion of the said proposed G+3 storied building, to be constructed as per the sanctioned plan as sanctioned by the K.M.C., upon Kolkata Municipal Corporation Premises No. 636, Brahmapur, having mailing address 394, Brahmapur Battala, within P.S. formerly Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, Post Office Brahmapur, Kolkata 700096, within K.M.C. Ward No. 111 (Jadavpur Unit, Borough-XI), vide Assessee No.31-111-06-0636-2, District: South 24 Parganas, the Developer herein shall at the first instance will deliver and hand over to the Land Owners, being their Land Owner's Allocation (a) the entire Second Floor, (b) 50% (Fifty Percent) area in the Third Floor, (c) 50% area in the Garage and Shop Room at the ground floor, as per sanctioned plan, to be sanctioned by the K.M.C., along with undivided proportionate share and interest in the said land together with the right to use and enjoy the common area and facilities, more fully and particularly described in Schedule "B" hereunder written.

- 6. That except Owner's Allocation, remaining allocation in respect of the proposed G+3 storied building, to be constructed as per the sanctioned plan as sanctioned by the K.M.C., upon Kolkata Municipal Corporation Premises No. 636, Brahmapur, having mailing address 394, Brahmapur Battala, within P.S. formerly Sadar Tollygunge thereafter Jadavpur then Regent Park now Bansdroni, Post Office Brahmapur, Kolkata 700096, within K.M.C. Ward No. 111 (Jadavpur Unit, Borough-XI), vide Assessee No.31-111-06-0636-2, District: South 24 Parganas, shall be treated as Developer's allocation i.e. (a) the entire First Floor, (b) 50% (Fifty Percent) area in the Third Floor, (c) 50% area in the Garage and Shop Room at the ground floor, as per sanctioned plan, to be sanctioned by the K.M.C., along with undivided proportionate share and interest in the said land together with the right to use and enjoy the common area and facilities, more fully and particularly described in Schedule "C" hereunder written.
  - 7. That it has been agreed by and between the Parties herein that the construction of the building shall be completed by the Developer within 18 (Eighteen) months from the day obtaining Sanctioned Building Plan from the Kolkata Municipal Corporation and / or other competent Authorities which can be extended for a further period of 6 (six) months except Force Majoure event and in that event such period shall be extended further.
  - 8. That neither the Land Owners nor their respective legal heirs and representatives shall claim and/or demand any amount or other benefits and facilities from the Developer except the Land Owner's Allocation.
  - 9. That save and except the Land Owner's Allocated portion, the Developer have full right to execute any Agreement for Sale, transfer and convey from the Developer's Allocation for residential and commercial purpose to its nominated purchaser and further the Land Owners hereby covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the newly constructed building.
- 10. That the Land Owners will grant and register to the Developer a Development Power of Attorney in its favour, empowering to do all acts, deeds matters and things in their names and on their behalf for the purpose of obtaining necessary permission and sanction from different authorities in connection with the construction of the new G+3 storied

building and also for pursuing follow up action with the Kolkata Municipal Corporation and other authorities and also the Developer by dint of said registered Power of Attorney shall be entitled to transfer Developer's Allocation to any third party or intending purchaser(s).

- 11. That this agreement shall be continued with the legal representatives of the Land Owners in case of demise and in that event fresh Power of attorney required to be obtained.
- 12. That all costs, charges, fees, levies, impositions, statutory payment, taxes and expenses of whatsoever name called for erection, construction of the said proposed building, its material, fittings, fixtures and other amenities for the building shall be paid and borne by the Developer in accordance with the specifications as mentioned in the specific Schedule written hereunder.
  - 13. That the cost and expenses for the bringing and installation Common Meter for the entire building shall be borne by the Developer and Land Owners in equal proportion.
  - 14. That the Developer hereby agree and covenant with the Land Owners to construct and erect the proposed new building in all respects including permanent main electricity line, water connection, drainage and sewerage connection and other facilities, in accordance with the specifications, drawings and elevations and plans, as sanctioned by the competent authority, at its own costs and expenses.
  - 15. That the Land Owners, from time to time and at all times hereinafter upon every reasonable request and cost of the Developer, will sign necessary applications and all other documents and made declarations as may be required from time to time for all or any purpose for construction and completion of the said new building in accordance with law and be it mentioned here that if any additional or supplementary agreements, deeds, documents is required then as per the requirement and request of the Developer the Land Owners will execute the same without demanding anything.
- 16. That As soon as the building will be completed within time as mentioned hereinabove, the Developer shall give written notice to the Land Owners regarding handing over the possession of the Land Owner's Allocation in the newly constructed building and the Developer shall issue the Possession Letter for Land Owner's Allocation to them.

- 17. That on the day of execution of this Agreement the Land Owners shall hand over all documents relating to the said property to the Developer which shall be returned by the Developer upon completion of the said project.
- 18. That in Case of any dispute, difference or question arising between the parties hereto with regard to this agreement, Hon'ble High Court at Calcutta and The Learned District Judge, Alipore and Learned Subordinate Civil Courts and Learned Chief Judicial Magistrate or Additional Chief Judicial Magistrate at Alipore shall have the jurisdiction to determine all actions and proceedings.

# SCHEDULE 'A' ABOVE REFERRED TO

(Description of the Land / Property)

ALL THAT piece and parcel of Bastu land, measuring about 04 (Four) Cottahs 09 (Nine) Chittaks 05 (Five) Sq.ft., be the same and/or a little more or less, together with 250 (two Hundred Fifty) Square Feet RT shed kancha structure standing thereon, comprising in R.S. & L.R. Dag No. 541, appertaining to R.S. Khatian No 464, L.R. Khatian No. 2937 & 2938, of Mouza – Brahmapur, J.L. No. – 48, under Collectorate's Touzi No. – 60, Recorded as Revenue Survey No. – 169, Pargana: Magura, being the Scheme Plot Nos. 112 and 113, being known and numbered as Kolkata Municipal Corporation Premises No. 636, Brahmapur, having mailing address 394, Brahmapur Battala, within P.S. Bansdroni previously Regent Park erstwhile Jadavpur formerly Sadar Tollygunge, Post Office – Brahmapur, Kolkata – 700096, within the limits of K.M.C. Ward No. 111 (Jadavpur Unit, Borough-XI), vide Assessee No. 311110606362, Sub-Registry Office A.D.S.R Alipore, in the District: South 24-Parganas, with all easements rights, amenities and facilities appertaining thereto, butted and bounded as follows:-

ON THE NORTH: By 20' Feet wide Road;

ON THE SOUTH: By 20' Feet wide Road;

ON THE EAST : By part of R.S. Dag No. 541;

ON THE WEST : By Plot No.s 114 & 115;

### SCHEDULE 'B' ABOVE REFERRED TO

(LAND OWNER'S ALLOCATION)

ALL THAT as stated herein above, Land Owner's Allocation shall mean and include, on completion of the proposed new G+3 (Ground plus Three) Storied Building with Lift facility, as per the sanctioned plan as sanctioned by the K.M.C., the Land Owners will be at the first instance entitled to get (a) the entire Second Floor, (b) 50% (Fifty Percent) area in the Third Floor, (c) 50% (Fifty percent) area in the Garage and Shop Room at the ground floor, as per sanctioned plan, to be sanctioned by the K.M.C., in the said newly constructed building, together with the right to use and enjoy the common area and facilities, utilities, civic amenities as to be provided in the newly constructed building together with undivided proportionate share and interest in the land, being Kolkata Municipal Corporation Premises Number 636, Brahmapur, having mailing address 394, Brahmapur Battala, within P.S. Bansdroni previously Regent Park erstwhile Jadavpur formerly Sadar Tollygunge, Post Office - Brahmapur, Kolkata - 700096, within the limits of K.M.C. Ward No. 111, District: South 24 Parganas.

# SCHEDULE 'C' ABOVE REFERRED TO

(DEVELOPER'S ALLOCATION)

ALL THAT as stated herein above, Developer's allocation shall mean and include, except Land Owner's Allocation, remaining allocation in respect of the proposed new G+3 (Ground plus Three) Storied Building with Lift facility, as per the sanctioned plan as sanctioned by the K.M.C., shall be treated as Developer's allocation, i.e. (a) the entire First Floor, (b) 50% (Fifty Percent) area in the Third Floor, (c) 50% (Fifty Percent) area in the Garage and Shop Room at the ground floor, as per sanctioned plan, to be sanctioned by the K.M.C., together with the right to use and enjoy the common area and facilities, utilities, civic amenities as to be provided in the newly constructed building together with undivided proportionate share and interest in the land being Kolkata Municipal Corporation Premises

Number 636, Brahmapur, having mailing address 394, Brahmapur Battala, within P.S. Bansdroni previously Regent Park erstwhile Jadavpur formerly Sadar Tollygunge, Post Office – Brahmapur, Kolkata – 700096, within the limits of K.M.C. Ward No. 111, District: South 24 Parganas.

# SCHEDULE 'D' ABOVE REFERRED TO

(COMMON AREA)

Common area shall mean and include all the common areas and installations to be comprise in the said G+3 storied building, to be constructed and the premises, after the development, which includes the following:

- 1. The land and space lying vacant within the said premises.
- 2. The space within the building comprised of the entrance, landing, lobbies etc.
- 3. The foundation, columns, girders, beams, supports, main walls, the main gate and other entrance of the said building of the premises and the passage leading to the building and staircase including the roof of the building.
- Staircase from ground floor to top floor, open terrace / ultimate roof of the building.
- 5. Landing / hand railings and other fixtures installed in the staircase.
- Common passage for ingress and egress from main municipal road to the building.
- 7. Sewerage, septic tank, drainage, electrical connections, connected installations in the building.
- 8. Lift, Lift Room, its installation.
- Overhead and underground reservoir, motor pump, water supply, water eviction pipe, fittings save and except the installations made inside the flat(s)/covered spaces/units etc.
- 10. Foundations, columns and outside walls of the building including the boundary walls of the entire premises.
- 11. All electrical installations, fixtures, fittings and other installations.
- 12. Security room with toilet.
- 13. All other equipments, installations, fixtures and fittings in respect of entire building / premises as would be specified from time to time which are intended for common use.



## SCHEDULE 'E' ABOVE REFERRED TO

(COMMON EXPENSES)

Common expense shall include costs, charges and expenses for working maintenance, up-keeping repairs and replacement of the common parts including all expenses to be incurred by the Unit Owners for the management and maintenance of the said G+3 Storied building, to be constructed and the premises.

## SCHEDULE 'F' ABOVE REFERRED TO

(CONSTRUCTION SPECIFICATION)

- A. **STRUCTURE**: R. C. C. framed super-structure with raft foundation or as per design requirement using standard quality steel, sand, cement of I.S.I. standard, stone chips, mortar casting in accordance with specified building rules. 8" outer walls and 3" and 5" inside wall shall be made of quality bricks, sand and cement of reputed brands, outer and inside plaster shall be done with standard quality materials.
- B. **SANITARY AND PLUMBING**: All outer soil lines shall be provided of P.V.C. Supreme and other equivalent brand. Outer water lines to be provided with I.S.I. standard either P.V.C. or with usual standard pipelines, fittings, inside pipelines shall be concealed, well planned and equipped with S.W. outer lines to be provided and installed for underground. Water will be carried from underground water reservoir to the overhead water through a pump as per the specification of the Architect.
- C. <u>FLOORING</u>: Vitrified Tiles flooring in all rooms with skirting and Marble Flooring in Staircase and stair landings, bath dado up to ceiling Ceramic Tiles of standard quality in Bathroom.
- D. <u>DOORS</u>: commercial flush door for all inside doors. P.V.C. doors for bathroom, Stainless Steel Bolts and hinges for all doors and windows, Main doors would be of Flush Door.
- E. WINDOWS: Aluminum windows and glass panes.
- F. **WALL FINISHING**: Cement plastered wall with plaster of parish/ Putty finish inside.

- G. **PAINTINGS**: External walls of the building with boundary walls shall be painted with Weather Coat paints.
- H. <u>ELECTRICAL</u>: All electrical wirings will be made of standard brand cable for internal (flat) line wiring will be mad by appropriate gauge wire and main line wiring will be made from standard gauge wire.
- I. KITCHEN: Light points, Chimney point and Plug point.
- J. <u>TOILET</u>: One commode (Western style), one wash basin, one PVC Cistern, C.P. taps, Fixed shower, Commode Shower, Geyser point with hot and cold mixture.
- KITCHEN: Gas counter will be Granite finish, one stainless steel sink,
   C.P. tap, Tiles on dado over cooking platform.
- L. **WATER SUPPLY**: Corporation water will be arranged and will be linked from overhead water reservoir to the individual flat.
- M. <u>POWER SUPPLY</u>: Individual metering for all flats (cost will be borne by all flat Owners).
- N. STAIR CASE: Marble flooring and railings in one side.
- O. <u>ROOF</u>: water proofing (chemical) treatment with roof cementing on the ultimate roof of the building.
- P. LIFT: 5 (five) passengers Lift of suitable capacity would be installed.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hand and seal on the day month and year first above written.

SIGNED SEALED AND DELIVERED in the presence of

### WITNESSES:

1) Ashis Halder

Alipone Palice com

Ko1.27

1) Ruddhadile Kundu

2) Radhaballor Kundh

3) Saraj Kr. Ghosh

SIGNATURE OF THE LAND OWNERS

2) Payer ml-10, old port-chia ofer

EVERGREEN ABASH

Partner

**EVERGREEN ABASH** 

2)

Salis At Mondal Partner

SIGNATURE OF DEVELOPER

per instructions of the Parties hereto and read over and explained by me and Prepared in my office:

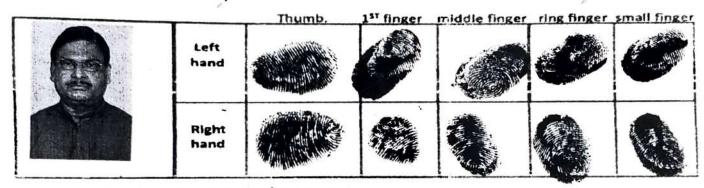
PRATIM DATTA

Advocate

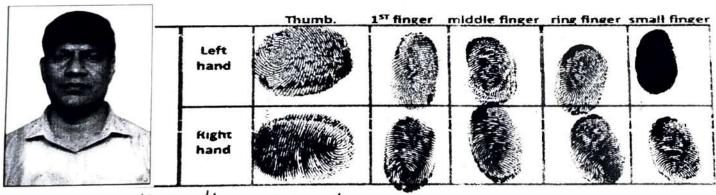
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РНОТО	Right				
1	hand				

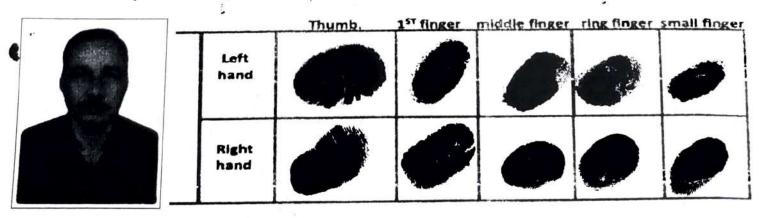
Signature



Name BUDDHADEB KUNDU Signature Buddhadde Kundu



Name Radhalan Kundin Signature Radhalan Kundin



Name SAROJ KUMAR GHOSH
Signature Saroj Kr. Ghof.

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	Left hand					
РНОТО	Right hand	×				. 7
Name						
Signature						
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Name SAHAL Signature	1/2					
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7	Kight hand					
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Name Signature Sab	in al Mo	indul		72	8	
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	Left hand					
РНОТО	Right hand					
Name		****	•			
Signature						

# Major Information of the Deed

Deed No :	I-1603-14669/2023					
Query No / Year		Date of Registration	22/09/2023			
	1603-2002342443/2023	Office where deed is registered				
Query Date	13/09/2023 9:55:20 PM	D.S.R III SOUTH 24-PARGANAS, District: South 24-Parganas				
Applicant Name, Address & Other Details	Ashis Halder Thana: Alipore, District: South 2 Status: Deed Writer		Mobile No.: 9883166345,			
Transaction		Additional Transaction				
[0110] Sale, Development agreement	Agreement or Construction	[4305] Other than Immo				
Set Forth value		Market Value				
Rs. 40,50,000/-	*	Rs. 50,02,501/-				
Stampduty Paid(SD)		Registration Fee Paid				
Rs. 7,020/- (Article:48(g))		Rs. 53/- (Article:E, E)				
Remarks	Received Rs. 50/- (FIFTY only area)	) from the applicant for issuing	the assement slip.(Urban			

#### Land Details:

District: South 24-Parganas, P.S.- Bansdroni, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Brahmapur, , Premises No: 636, , Ward No: 111 Pin Code : 700096

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
11	(RS - )		Bastu		4 Katha 9 Chatak 5 Sq Ft	40,00,000/-	49,35,001/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
	Grand	Total:			7.5396Dec	40,00,000 /-	49,35,001 /-	

#### Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	250 Sq Ft.	50,000/-	67,500/-	Structure Type: Structure

Gr. Floor, Area of floor: 250 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tin Shed, Extent of Completion: Complete

67,500 /-250 sq ft 50,000 /-Total:

## Land Lord Details :

SI No

1

# Name, Address, Photo, Finger print and Signature

Mr Buddhadeb Kundu
Son of Brahma Nanda
Kundu
Executed by: Self, Date of
Execution: 22/09/2023
, Admitted by: Self, Date of
Admission: 22/09/2023 ,Place
: Office

Name/





Finger Print

fandellade dunde

22/09/2023

Signature

Brahmapur Battala, 394, City:-, P.O:- Brahmapur, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700096 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AKxxxxxx0K, Aadhaar No: 68xxxxxxxx2283, Status: Individual, Executed by: Self, Date of Execution: 22/09/2023

, Admitted by: Self, Date of Admission: 22/09/2023 ,Place: Office

22/09/2023

Mr Radha Ballav Kundu
Son of Brahama Nanda
Kundu
Executed by: Self, Date of
Execution: 22/09/2023
, Admitted by: Self, Date of
Admission: 22/09/2023 ,Place
: Office

Radholallar Knoch

22/09/2023

Signature

Brahmapur Road, Gouri Kunj, Flat No: 3rd Floor, 392/2, City:-, P.O:- Brahmapur, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700096 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: BGxxxxxx3G, Aadhaar No: 48xxxxxxxx9237, Status: Individual, Executed by: Self, Date of Execution: 22/09/2023, Admitted by: Self, Date of Admission: 22/09/2023, Place: Office

LTI 22/09/2023

Mr Saroj Kumar Ghosh
Son of Late Bishnu Pada
Ghosh
Executed by: Self, Date of
Execution: 22/09/2023
, Admitted by: Self, Date of
Admission: 22/09/2023 ,Place
: Office





Finger Print

Seny yo Can

22/09/2023

Signature

Netaji Nagar, 10/60A, City:-, P.O.; Regent Park, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700040 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADxxxxxx6H, Aadhaar No: 54xxxxxxxx4534, Status: Individual, Executed by: Self, Date of Execution: 22/09/2023

, Admitted by: Self, Date of Admission: 22/09/2023 ,Place: Office

# Developer Details :

SI No

SI No Name, Address, Photo, Finger print and Signature

# 1 EVER GREEN ABASH

Brahmapur Battala Bazar, 1431, City:-, P.O:- Brahmapur, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700096, PAN No.:: AAxxxxxxx5D, Aadhaar No Not Provided by UIDAI, Status: Organization,

## Representative Details:

7	Name,Address,Photo,Finger	print and Signatur	re	6
1	Name	Photo	Finger Print	Signature
	Mr Sahalam Gazi Son of Late Rahamat Ali Gazi Date of Execution 22/09/2023, Admitted by: Self, Date of Admission: 22/09/2023, Place of Admission of Execution: Office			S.L.P C
		Sep 22 2023 1:52PM	LTI 22/09/2023	22/09/2023

Brahmapur Battala Bazar, 1431, City:-, P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700096, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx2N, Aadhaar No: 68xxxxxxxxx9158 Status: Representative, Representative of: EVER GREEN ABASH (as Partner)

2	Name	Photo	Finger Print	Signature
	Mr Sabir Ali Mondal (Presentant) Son of Late Rawshan Ali Mondal Date of Execution - 22/09/2023, Admitted by: Self, Date of Admission:			. Sodo: al revised
	22/09/2023, Place of Admission of Execution: Office	1000	SAMURAL.	<u> </u>
	Admission of Executions of the	Sep 22 2023 1:53PM	LTI 22/09/2023	22/09/2023

Joykrishnapur Chairi, City:- , P.O:- Bonhooghly, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700103, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.: ALxxxxxx1A, Aadhaar No: 26xxxxxxxx5973 Status: Representative, Representative of: EVER GREEN ABASH (as Partner)

#### Identifier Details:

Identifier Details .	Photo	Finger Print	Signature
Name	7 11010	· /////	•
Mr Ashis Halder Son of Late Khokon Halder Alipore Police Court, City:-, P.O Alipore, P.SAlipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			Arl Her-
	22/09/2023	22/09/2023	22/09/2023
	22/09/2023		ımar Ghosh, Mr Sahalam Gazi, Mr Sabir Ali

ldentifier Of Mr Buddhadeb Kundu, Mr Radha Ballav Kundu, Mr Saroj Kumar Ghosh, Mr Sahalam Gazi, Mr Sabir Al Mondal

SI.No	er of property for L1	
	Mr Buddhadeb Kundu	To. with area (Name-Area)
2	Mr Radha Ballav Kundu	EVER GREEN ABASH-2 51310 D
3	Mr Saroj Kumar Ghosh	CVER GREEN ABASH 2 51210 D
Trans	fer of property for S1	EVER GREEN ABASH-2.51319 Dec
SI.No	From	
1	Mr Buddhadeb Kundu	To. with area (Name-Area)
2		EVER GREEN ABASH-83.33333300 Sq Ft
	Mr Radha Ballav Kundu	EVER GREEN ABASH-83.33333300 Sq Ft
3.	Mr Saroj Kumar Ghosh	EVER GREEN ABASH-83.33333300 Sq Ft

à

# Endorsement For Deed Number: I - 160314669 / 2023

#### On 22-09-2023

# The second secon 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

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

Presented for registration at 11:07 hrs on 22-09-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr

# 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

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

Execution is admitted on 22/09/2023 by 1. Mr Buddhadeb Kundu, Son of Brahma Nanda Kundu, Brahmapur Battala, 394, P.O. Brahmapur, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700096, by caste Hindu, by Profession Retired Person, 2. Mr Radha Ballav Kundu, Son of Brahama Nanda Kundu, Brahmapur Road, Gouri Kunj, Flat No: 3rd Floor, 392/2, P.O: Brahmapur, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN -700096, by caste Hindu, by Profession Service, 3. Mr Saroj Kumar Ghosh, Son of Late Bishnu Pada Ghosh, Netaji Nagar, 10/60A, P.O. Regent Park, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700040, by caste Hindu, by Profession Retired Person

Indetified by Mr Ashis Halder, , , Son of Late Khokon Halder, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 22-09-2023 by Mr Sahalam Gazi, Partner, EVER GREEN ABASH (Partnership Firm). Brahmapur Battala Bazar, 1431, City:-, P.O:- Brahmapur, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN - 700096

Indetified by Mr Ashis Halder, , , Son of Late Khokon Halder, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Execution is admitted on 22-09-2023 by Mr Sabir Ali Mondal, Partner, EVER GREEN ABASH (Partnership Firm), Brahmapur Battala Bazar, 1431, City:-, P.O:- Brahmapur, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India PIN:- 700096

Indetified by Mr Ashis Halder, , , Son of Late Khokon Halder, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/-, H = Rs 28.00/-, M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/09/2023 6:08PM with Govt. Ref. No: 192023240230122768 on 21-09-2023, Amount Rs: 21/-, Bank. SBI FPay ( SBIePay), Ref. No. 3266174516233 on 21-09-2023, Head of Account 0030-03-104-001-16

## Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 100.00/-, Description of Stamp

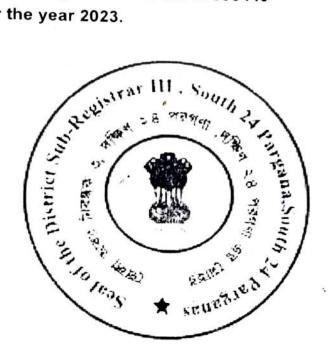
1. Stamp: Type: Impressed, Serial no 29320, Amount: Rs.100.00/-, Date of Purchase: 20/09/2023, Vendor name: S.B.

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/09/2023 6:08PM with Govt. Ref. No: 192023240230122768 on 21-09-2023, Amount Rs: 6,920/-, Bank: SBI EPay (SBIePay), Ref. No. 3266174516233 on 21-09-2023, Head of Account 0030-02-103-003-02

Shan

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

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1603-2023, Page from 393423 to 393449
being No 160314669 for the year 2023.



Digitally signed by Debasish Dhar Date: 2023.09.22 14:54:16 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 22/09/2023
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.