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DEVELOPMENT AGREEMENT

day of, July Two Thousand And Twenty One (2021)

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5/0, Late Rabindre Nath Jana
82. B Hem Chardra Mukhenjee
Road. P.O. Barisha.
P.S. Thakurpukun
Koskula. 700008.



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(1) CHANDANA CHATTERJEE (Aadhaar Card No. 5733 5439 0828) (PAN-AVQPC9443A), wife of Late Sekhar Chatterjee, by faith - Hindu, by Nationality Indian by Occupation - Housewife, (2) SHUVANGI CHATTERJEE, (Aadhaar Card No. 9498 5114 8512) (PAN -AVQPC9442B), daughter of Late Sekhar Chatterjee, by faith - Hindu, by Nationality - Indian, by occupation - Student, both residing at 109/B, Keshab Chandra Sen Street, Post Office - Raja Ram Mohan Sarani, Police Station - Amherst Street, Kolkata 700009, hereinafter jointly called and referred to as the OWNERS (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the ONE PART

AND

OM CONSTRUCTION (PAN-AAGFO3848Q), a Partnership Firm having its Office at 2/1A, Bidhan Sarani, Third Floor, Post office and Police Station - Amherst Street Kolkata - 700006, represented by its Partners namely SRI ANAND PRAKASH GUPTA (PAN-ADWPGO213C, Aadhaar No. 563480440224, M-9331715159), son of Late Madhab Prasad Gupta, by faith Hindu, by Occupation Business, residing at 223, Bidhan Sarani, Police Station Jorasanko, Post Office Burrabazar, Kolkata - 700006 and DHARMENDRA KUMAR JAISWAL (PAN-AFUPK9359P, Aadhaar No. 845257853536, M-9830181487) Son of Sri Ram Chandra Prasad Jaiswal, by faith - Hindu, by Nationality - Indian, by Occupation -Business, residing at flat no 3C, Dishari apartment , Teghoria Main Road, Police Station-Baguiati, Kolkata - 700157, hereinafter referred to as the DEVELOPERS

(which expression shall unless excluded by or repugnant to the subject or contest be deemed to mean and include their respective heirs, executors, successors, legal representatives and assigns) of the SECOND PART.

WHEREAS Sures Chandra Chatterjee (now deceased) son of Late, Sudhir Kumar Chatterjee, and Ruby Chatterjee wife of Late Sures Chandra Chatterjee (now deceased) jointly purchased undivided 50% of the said land & building situated at 109B, Keshab Chandra Sen Street, Police Station- Amherst Street, Kolkata - 700009, by virtue of a registered deed of conveyance from the owners namely(i) Smt. Keshri Devi, widow of Late Ram Dhani Singh; (ii) Sri Chandrama Prasad Singh, son of Late Ram Dhani Singh; and (iii) Smt. Savitri Devi alias Savitri Singh, wife of Narendra Kumar Singh and daughter of Late Ram Dhani Singh, with a valuable consideration mentioned therein which was registered at Office of the Registrar of Assurances-I, Kolkata, and recoded in Book No.l, Volume No.1903, Pages 153032 to 153073, being No.190303858 in the year 2019. The balance 50% of the said same land & building situated at 109B, Keshab Chandra Sen Street, Police Station- Amherst Street, Kolkata-700009, was gifted to the said Sri Sures Chandra Chatterjee, son of Late Sudhir Kumar Chatterjee by his straight brother Sri Shyam Sundar Chatterjee, son of Late Sudhir Kumar Chatterjee, out of natural love and affection and the said Deed of Gift was registered before the Registrar of Assurances-II, Kolkata and the same was recorded n Book No.I, Volunme No.1902- 2015 Pages 39084 to 39103, Being No.190207470 in the year 2015.

AND WHEREAS the said Sures Chandra Chatterjee and Ruby Chatterjee had rightful, true and absolute owner of the said land measuring 4 Kottahs 15 Chittacks 35 Sq.ft. or 333.51 Sq.mtrs be the same or little more or less along with the (three storied old and dilapidated building standing thereon at Premises No.109B, Keshab Chandra Sen Street, Police Station Amherst Street, Street, Kolkata-700009. The age of the building is near about 150 years and is a dilapidated one, consisting of several rooms and the said building mostly lost its normal course of life, occupied by some family members and some shopkeepers. The back portion i.e. the northern portion posing danger which can claim any life and may create damage to balance portion of the said premises and/or adjacent premises at any time. The Kolkata Municipal Corporation declared it as a "Dangerous" one.

AND WHEREAS the portion of the schedule "A" property occupied by the various tenants.

AND WHEREAS the said Sures Chandra Chatterjee and Ruby Chatterjee have decided to get the property developed by demolishing the old dilapidated structure thereon and is looking for a well experienced developer who can develop the Schedule "A" property smoothly and successfully.

AND WAEREAS in pursuance of the said intention, the said Sures Chandra Chatterjee and Ruby Chatterjee had desirous to demolish the old dilapidated structure and develop the said property and owing to paucity of fund of the said Sures Chandra Chatterjee and Ruby Chatterjee approached to the Developers namely OM Construction represented by its Partner Sri Anand

Prakash Gupta and Sri Dharmendra Kumar Jaiswalwho are carrying on business of construction of building, for raising construction upon the said Schedule 'A' property as per the plan to be sanctioned by the Kolkata Municipal Corporation at their own cost and initiative for the mutual benefits of the parties to the Development agreement.

AND WHEREAS the said Developers namely Om Construction, herein in consideration of the proposal of the owner had agreed to demolish the old dilapidated structure and develop the Schedule "A" property and raise such construction on the said land in the said premises as per the plan to be sanctioned by the Kolkata Municipal Corporation out of their own fund and initiative oncertain terms and conditions which they had agreed.

AND WHEREAS on 31st July, 2019 a development agreement hadbeen entered into by and between the parties namely () Sri Sures Chandra Chatterjee (Now deceased), (2) Smt. Ruby Chatterjee (Now deceased) as owner of first part and OM CONSTRUCTION as a developer of Second Part for development of new building at Premises No.109/B, Keshab Chatterjee Sen Street, Kolkata -700009, after demolishing of old structure on the terms and conditions mentioned therein. The said development agreement was registered before the Office of the ARA-III, Kolkata which is recorded in Book No.I, Volume No.1903-2019, Pages from 153074 153119 No.190303872 for the year 2019.

Chatterjee (Now deceased) and Ruby Chatterjee (Now deceased) executed the General Power of Attorney in favour of ANAND PRAKASH GUPTA and DHARMENDRA KUMAR JAISWAL for their true and lawful attorney to perform all or any of the acts, deeds and things and matters as specifically mentioned in the said power of attorney. The said power of attorney dated 31st July, 2019 was registered before the office of the ARA-II, Kolkata which isrecorded in Book No.I, Volume Na 1903-2019, Pages from 161941to 161967 being No.190303881 for the year 2019.

AND WHEREAS the said Sures Chandra Chatterjee died on 19thMay, 2020 leaving behind Ruby Chatterjee as widow, Chandana Chatterjee, Shuvangi Chatterjee, (daughter of Sekhar Chatterjee)(Predeceased son) as his/her only legal heirs and representatives.

AND WHEREAS Ruby Chatterjee died on 19th September, 2020 leaving behind Chandana Chatterjee, daughter-in-law (wife of Predeceased son) and Shuvangi Chatterjee, grand daughter of Predeceased son as her only legal heirs and representative.

AND WHEREAS the present owner namely Chandana Chatterjee and Shuvangi Chatterjee have jointly inherited the Schedule "A" property as Owner.

AND WHEREAS in the Development agreement dated 31st July2019 the Definition of "Owner include their heirs, executors, successors, legal representative and assigns therefore Chandana

Chatterjee and Shuvangi Chatteriee become the owner of Schedule "A" property.

AND WHIEREAS present owner have agreed to obey the terms and conditions as mentioned in the Development Agreement dated 31stJuly, 2019 and decided to sign, admit and execute Supplementary Agreement in connection with the properties which are describedin Schedule "A" property hereunder written.

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 following:

ARTICLE - I: DEFINATION

- 1.1. OWNER shall mean (1) CHANDANA CHATTERJEE, wifeof Late Sekhar Chatterjee, by faith Hindu, by Nationality Indian, by Occupation- Housewife, (2) SHUVANGI CHATTERJEE, by daughter of Late Sekhar Chatterjee, by faith Hindu, by Nationality Indian, by occupation- student, both residing at 109/B, Keshab Chandra Sen Street, Post Office Raja Ram Mohan Sarani, Police Station Amherst Street, Kolkata 700009 and their legal heirs, successors and representatives.
- 1.2. **DEVELOPER** shall mean **OM CONSTRUCTION**, a Partnership Firm having its Office at 2/1A, Bidhan Sarani, Third Floor, Post Office and Police Station Amherst Street, Kolkata 700006, represented by its Partners namely **SRI ANANDPRAKASH GUPTA**, son of Sri Madhab Prasad Gupta, by faith Hindu, by Nationality -Indian, by Occupation -Business,

residing at 223, Bidhan Sarani, Police Station - Jorasanko, Post Office- Burrabazar, Kolkata -700006 and **DHARMENDRA KUMARJAISWAL**, son of Sri Ram Chandra PrasadJaiswal, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at Flat No.3C, Dishari Apartment , Teghoria Main Road, Police Station - Baguiati, Kolkata -700157 and their legal heirs, successors and representatives.

- 1.3. **PREMISES:** ALL THAT the land measuring 4 Kottahs 15Chittacks 35 Sq.ft. or 333.51 Sq.mtrs be the same or little more or less lying and situated at 109B, Keshab Chandra Sen Street, Police Station Amherst Street, Kolkata-700009 within the limits of Kolkata Municipal Corporation, Borough No. IV, Ward No. 38.
- 1.5. **PREMISES/PROPERTY** shall mean the entirety of thesaid premises as more fully mentioned and described in the Schedule "A" hereunder written and/or the constructions of the said land as and when applicable.
- 1.6. BUILDING OR NEW BUILDING shall mean it is envisaged that it shall mean the multi-storied building to be constructed at the said premises or the building in accordance with the plan sanctioned by the Kolkata Municipal Corporation and/or the appropriate Sanctioning authority in the name of the said Owners or in accordance with a modified or amended plan or plans thereofor in accordance with a new plan to be sanctioned herein after, as the case may be.
- 1.7 COMMON AREAS, PARTS & FACILITIES AND AMENITIES shall include, passage-ways, common lavatories, pump room if

any, overhead/ underground reservoir or tank, waterpump and motor pumps, sanitary, electric wires, Generator if provided, and plumbing pipes and fittings and drainage in common areas and other facilities required for the establishment, enjoyment, provisions, maintenance and/or management of the building.

- 1.8 **SALEABLE SPACE** shall mean the space in the building forming part of owners or developer's allocation available for independent use and occupation after making the due provisions for common facilities and the space required thereof. The Developer cannot and shall not sale, transfer or mortgage the owner allocation.
- 1.9 COST OF CONSTRUCTION shall mean and include allcosts and expenses paid and/or to be incurred by the Developer relating to the preparation amendment, modifications, and/or sanction of plans fees of architect, labour charges or wages, building materials (including timber, sanitary plumbing and electrical fittings and fixture tees and charges payable to sanctioning authority or any oucautnority and all other costs incidental thereto including fitting and fixtures within the flatsand common areas as perschedule enclosed.
- 1.10 OWNERS ALLOCATION Shall mean 50 (Fifty) % of the total FAR of the proposed building to be constructed on the Schedule A property which includes the 50% of the ultimate roof. It may be mentioned here that the owners will negotiate with the existing tenants and will procure the NOC from the said tenants for development of the said premises and the developer will extend theirfull cooperation to the owners and the Owners shall

provide accommodation to the tenants out of the owners allocation.

The aforesaid built up area shall mean available sale ables pace of built up area in the proposed building to be allocated, erected constructed and completed by the developer together with the proportionate right title, interest in land underneath and the right or user of common areas, parts, facilities and amenities within the said building. The measurement of owners allocation of the flats shall finally be determined from the plan of the building to be constructed after receipt of sanctioned plan.

The Developer will shift the owners in a alternative accommodation within 6 months from the date of signing this agreement at their own cost and will bear the shifting charge and will also bear the said cost of alternative accommodation to the owners including his family members within the same locality of the schedule property or as per negotiation by and between the parties, i.e will pay the rent till the handing over the allocation to owners as per terms of this development agreement.

1.11 **DEVELOPER'S ALLOCATION**: Shall mean remaining 50% portion of the said proposed multi storied building and thetitle, interest in land underneath the said building and right of useof the common areas, parts facilities and amenities thereof upon construction of the building together with absolute right on the part of the developer to enter into agreement for sale transfer, lease or any way deal with the same as good as the absolute owner thereof.

The Developer shall exploit the permitted F.A.R to the maximum extent if any F.A.R. over and above the present one becomes available and sanctioned either before the commencement of the construction or during the course of the construction or thereafter at any time and the developer and the owners share ratio of the Extra area will be 50:50 which will be available after Amendments/modification of the plan sanctioned by the plan sanctioned by the Kolkata Municipal Corporation and the extra expenses which is to be incurred for extra area, the same shall be borne in the same ratio by the Owner and Developer.

- 1.12 **THE ARCHITECT/L.B.s./ E.S.E.** shall mean such person or persons who may be appointed by the developer for designing and planning of the building and sanction of building plans thereof.
- 1.13 **ADVOCATE** shall mean Sanat Sil of 25/C, Muktaram Babu Street, Kolkata 700007 appointed by the Developer owners jointly for preparation of the agreements and sale deed andother instruments for transfer of the Units in the project at the costof the intending purchaser/ purchasers. The advocate may be change by the developers.
- 1.14 BUILDING PLAN shall mean the plan which to be sanctioned from the Kolkata Municipal Corporation or any amendment or modification or alteration thereof by the appropriate sanctioning authority and/or any other competent authority as the case may be with modification, amendment,

alteration thereto or revision thereof made or caused to be made caused to be made by the developer from time to time.

1.15 **TRANSFER** with its grammatical variations shall include transfer by possession or by any other means adopted for effecting what is understood as a transfer of space in multistoried buildings to purchaser thereof although the same may not be registered for the time being.

That the owners and the developer have agreed to develop the said premises by raising a new building there at within a period of 32 (Thirty Two months)+4 months from the date of gettingthe plan sanctioned from the Kolkata Municipal Corporation at the cost and expenses of the developer and on the terms and conditions and covenants contained herein.

- 1.16 **CONSIDERATION**: Owners' allocation at the cost of the Developers will be treated as consideration to be given to the owner against which the owners will transfer the undivided proportionate share/interest of land in the said premises attributable to the developers' allocation.
- 1.15 **DELIVERY OF POSSESSION OF LAND**: In the context shall mean, the owners will hand over to the Developer physicalpossession of the said premises as is where is basis.
- 1.16 **COMMENCEMENT OF WORK**: The Developers will submit the building plan within 12 months from the date getting physical possession of the land and will commence its work as part of the demolition of old dilapidated structure and construction of new building within 6 months from the date of sanction of the building plan obtained from the Kolkata Municipal Corporation.

- 1.17 **TIME OF COMPLETION**: The Developers will deliver the peaceful vacant physical possession of the owners allocation to the owners first in the new building within 32 +4 months from the date of obtaining sanction of the building plan from the Kolkata Municipal Corporation.
- 1.18 MANNER OF WORK AND SPECIFICATIONS: The materials and accessories which are to be used for construction of the building should be of standard quality.
- 1.19. **NAME OF THE BUILDING**: The new building will be named as "SURES NIBAS" which cannot be changed or altered.

ARTICLE-II: OWNERS' RIGHT

- 2.1 The Owners will get the owners allocation as described in the second schedule hereunder written first before handing over the Developers' allocation to any intending purchaser/s without any hindrance from the Developer.
- 2.2 The Developers will demolish the existing structure at their own cost and expenses and appropriate the sale proceeds of the demolished materials and the Owner shall have no demand or claim of the demolished materials or sale proceeds.

ARTICLEI: III OWNERS' OBLIGATION

3.1 The owners will make delivery of possession of the said premises to the developers as is where is basis.

- 3.2 The Developers will be entitled to demolish the old dilapidated structure and to construct and complete new building in accordance to the sanction of the building plan.
- 3.3 During the continuance of this agreement the Owner willnot let out, grant lease and/or mortgage or create any third party interest without the consent of the Developer.
- 3.4 The Owner will execute all Deeds of Conveyance for conveying the undivided proportionate share of land relating to the Developers' allocation to the Developers.
- 3.5 The Owner will execute and register a general power of attorney in favour the Developers authorizing them inter alia to sell and transfer the undivided proportionate share/interest of the land in the premises attributable to the Developer's allocation and receive consideration there from at their discretion, execute deed of conveyance in respect of the developers' allocation and present the same before the competent registration authority after handing over the possession of the owners allocation to the owners.
- 3.6 The Owners, if required, will execute agreement for sale in respect of sale of undivided proportionate share of land pertaining to the Developers' Allocation and present the same before the registration authority in respect of flats, car parking spaces, if any, and other spaces pertaining to the developers' allocation for registration at the cost of the Developers.
- 3.7 The Owner, with the execution of this agreement, shall deliver photocopies of all documents, title deeds and other

papers relating to the said Schedule "A" property to the Developer against accountable receipt.

3.8 The Owners will extend all reasonable co-operation to the Developer for effecting construction of the new building.

ARTICLE-IV: DEVELOPERS' RIGHT

- 4.1 The owners hereby grant exclusive right to the developer to demolish the old dilapidated structure and to build and complete the said new building in the said premises and commercially exploit the developers' allocation for their gain without any obstruction and objection from the owner. The developers will have full right and absolute authority to enter into any agreement with any prospective purchaser in respect of the Developers' allocation at any price of their discretion and to receive advance/ consideration in full thereof.
- 4.2 The Developers will be entitled to receive, collect and realize all money out of the developers' allocation without creating any personal liability of the owners.
- 4.3 The developers will be entitled to deliver the flats, car parking spaces if any, and spaces pertaining to the developers allocation to the purchasers at their discretion provided the developer will deliver the owners allocation to the owners first i.e. before handing over the developers' allocation to the intending purchaser/ purchasers the Developer will hand over the owners allocation to the owners first as mentioned in this Development agreement.

- 4.4 The Developers will be entitled to transfer the undivided proportionate share of land in the premises attributable to the Developers' allocation on the strength of the Power of Attorney to be given by the owner.
- 4.5 The Developers will be entitled to make publicity and advertisement in all possible manners for the benefit of commercial exploitation of the developers' allocation in the building.
- 4.6. If the developer can negotiate with the adjacent owner/s of the property and in that event if amalgamation is required, the developer can amalgamate the said property with the schedule Aproperty at their own cost and the owners will not raise any objection for the same but the developer will complete the negotiation within 12 months from the date of execution and registration of this development agreement and on negotiation the time may be extented. It is also pertinent to mention here that for the amalgamation if any Extra FAR is available in that event the owners will not claim any share over the said Extra area.

ARTICLE-V: DEVELOPERS' OBLIGATION

- 5.1 The Developers will start work for construction of the said new building within 6 months from the date of getting plan sanctioned from the Kolkata Municipal Corporation and furnish documents in support thereof to the Owners.
- 5.2 The Developers will at first deliver the Owners' Allocation in complete habitable condition to the Owners within 36 months

from the date of obtaining the building plan sanctioned the from the Kolkata Municipal Corporation.

5.3 The Developers will pay the shifting charges and/or rent for the temporary accommodation of the Owner and his family members at the time of demolition of the old dilapidated structure and construction of the building on the said premises or within 6 months from the date of signing this agreement whichever is earlier. The Developer will also arrange a suitable place for the owner's temporary accommodation including his family members within the same locality of the schedule property.

5.4 The Developers will hand over the Owners' Allocation at first in the newly constructed building and thereafter will make necessary conveyance to the intending purchaser or purchasers from the Developers' Allocation.

5.5 The Developers will construct the building with standard materials available in the market.

- 5.6 The Developers will bear all cost arising out of demolition of the existing structure and construction of the new building.
- 5.7 The Developers will take delivery of possession of Developers' allocation only of the said newly constructed building and sell the developers' allocation only.
- 5.8 The Developers will, for the time being, meet up all arrear tax liability to the Kolkata Municipal Corporation and/or other competent authority in respect of the said property which will subsequently be adjusted from the Owner's allocation as

aforesaid by submitting receipt issued by those authorities in respect of the said payment(s) OR the Owners can refund the said amount to the developer.

- 5.9 The Developers will bear all tax liability to the Kolkata Municipal Corporation and/or other competent authority in respect of the said property/ dilapidated structure land from the date of getting possession of the said property/dilapidated structure till completion of the new building.
- 5.10. The Developers will construct the said new building strictly in accordance with the sanction of the building plan.
- 5.11The Developers will arrange and obtain necessary clearance permission and No Objection Certificate as to the construction and completion of the new building on the said premises from the competent and appropriate authorities at their own costs, expenses, risks and responsibilities.

ARTICLE-VI: OWNERS' INDEMNITY

- 6.1 The Owners declare that they have full right and absolute authority to enter into this agreement with the Developers.
- 6.2 Owners declare that save and except the Owners herein, no other person has any right title on the premises.
- 6.3 Owners declare that there is no defect in the title of the said premises.
- 6.4 Owners declare that no other agreement whatsoever subsists in respect of the property.

The owners shall render their best co-operation and assistance to developer in the matter of the construction of the proposed new building and other structure/s if any in or upon the land comprised in the said premises, in accordance with the provisions of the building laws for the time being in force in the area and the owners shall sign execute and deliver to the developer all matters correspondence authorizations, papers and documents as may from time to time be required by the developer in relation to the commencement and/or continuation and for completion of the construction of the proposed new building and other structure/s.

- 6.5 The owners shall be liable to meet any third party claim regarding the right, title, interest in respect of the said schedule "A" property without imposing any financial liability upon thedeveloper.
- 6.6 The owners will accommodate the tenants in the New Building from the owners allocation.

ARTICLE-VII: DEVELOPERS' INDEMNITY

- 7.1 Developers will indemnify the Owners against all claims, actions, suits and proceedings arising out of any acts of the Developers in connection with the demolition of the existing structure and construction of the new building.
- 7.2 If necessary and viable in that event the developer will arrange for temporary accommodation in the Premises at their own cost.

ARTICLE-VIII: COMMON RESTRICTIONS

- 8.1 The developer shall demolish or permit to demolish any wall or make any structural alteration to the newly constructed building that will not violate building rules of the Kolkata Municipal Corporation and/or other competent authority.
- 8.2 The Developer shall abide by all laws, bye-laws, rules and regulations of the competent authority in enjoying the occupation of the building.
- 8.3 Owner and purchasers of Developers' Allocation will jointly form an ad-hoc common body/committee to look after the maintenance of the newly constructed building. But with the taking over possession of the Owners Allocation by the Owners and the Developers selling major portion of Developers' Allocation, the Developers will have no liability to the said common body/committee and/or any association to be formed.
- 8.4 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.
- 8.5 Both parties will bear proportionate tax, maintenance cost, day-today expenditure or their respective allocation after completion of the building.

ARTICLE-IX: MISCELLANEOUS

9.1 The Owners and the Developers herein have entered into this agreement purely as a contract and nothing herein shall deem to construct a partnership between the parties in any mannerwhatsoever.

9.2 Save and except this agreement, no agreement and/ororal representation exist or will have any validity.

ARTICLES-X: DELIERY OF OWNERS' ALLOCATION

10.1 After completion of the said new building, the Developer will issue a notice to the Owner for taking possession of the Owners Allocation within thirty days from the date of receipt of the completion certificate from the appropriate authorities.

ARTICLE-X1: FORCE MAJURE

11.1 The developer propose to complete the building within a period of 36(Thirty six) months from the date of getting the plan sanctioned from the Kolkata Municipal corporation subjects to force majeure clause which shall mean flood, civil commotion, strike, lock out, fire, civil suits labors disputes and court injunction, restrictive order, legal disputes and delay in clearance from necessary authorities and/or other act or commission beyond the control of the parties thereto. Be it mentioned here that if the developers fail to handover the Owners' allocation to the Owners within a period of 36(Thirty six) months as mentioned in these presents in that event the developers will pay Rs 10000.00 (Rupees Ten thousand only) per month to the Owner after expiry of the said period till the date of handing over owners allocation as mentioned in this agreement to the Owners.

ARTICLE-XII: JURISDICTION

The courts which have the territorial jurisdiction over the said premises will have the exclusive jurisdiction over this agreement.

ARTICLE - XII : DISPUTE RESOLUTION

In the event of breach of terms of this Agreement by either party, the aggrieved party shall be entitled to specific performance and also be entitled to recover all the losses and expenses incurred as a consequence of such breach from the party committing the breach by the provision of law; That each terms of this agreement is the consideration for the other and failure to comply with the terms and conditions of this agreement by either of the parties shall be a cause of action for the other party to file a suit for specific performance of the said agreement and all costs and consequence for the same shall be borne by the Defaulting party.

ARTICLE- XIV : CUSTODY

This agreement will be executed in duplicate The originalshall be with the Second Party/Developer and the Duplicate shallbe with the First Party/Owners and if the agreement is executed and registered in that event the registered agreement shall be with the Second Party/Developer and the Certified copy of the sameshall be with the First Party/Owners;

It is pertinent to mention here that after getting the plan sanctioned one supplementary Agreement will be executed between the parties clearly demarcating their respective allocation and the said supplementary agreement will be treated as part of this Agreement.

SCHEDULE "A" PROPERTY ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring an area of 4 Kottahs15 Chittacks 35 sq.ft. or 333.51 sq.mtrs be the same or little more or less together with three storied brick build dwelling house standing thereon measuring 6600 sq ft super built up area fully Occupied by the tenants and illegal occupiers and Ground floor consists of 2200 sq ft super build up area, First floor consists of 2200 sq ft super build up area, second floor consist of 2200 sq ft. super build up area situated and lying and being premises No.109B, Keshab Chandra Sen Street, Kolkata-700009, Post Office and Police Station -Amherst Street, within the limit of Kolkata Municipal Corporation Ward No. 38, having Assessee No.110381900666 and the said property is butted and bounded by in the manner following:

ON THE NORTH

:By the premises No. 108, Raja Ram

Mohan Sarani;

ON THE SOUTH

: By Keshab Chandra Sen Street;

ON THE EAST

:By Partly Raja Ram Mohan Sarani and partly by the Premises No. 108/1,108/2,

Raja Ram Mohan Sarani;

ON THE WEST

: By the Premises No. 109A, Keshab Chandra Sen Street, 107, KeshabChandra Sen Street and 105, Keshab Chandra Sen Street.

SCHEDULE "B" ABOVE REFERRED TO

(Tenants' Details)

- Sures Singh, monthly rent Rs. 100/- (Rupees One Hundred)
 only.(wall shed)
- Babulal Das, (Deceased) area 100 sq. ft. (approx.), monthly rent Rs.350/-(Rupees Three Hundred Fifty) only.
- 3. Debashis Dey, Ground Floor, area 100 sq. ft. (approx), monthly rent Rs. 1,000/-(Rupees One Thousand) only.
- Debashis Pyne, Ground Floor, area 100 sq. ft. (approx), monthly rent Rs. 1,000/-(Rupees One Thousand) only.
- Adhir Chandra Ghosh, Ground Floor, area 720 sq. ft.(approx), monthly rent Rs. 400/- (Rupees Four Hundred)only.
- Biki Das measuring 700 sq. ft. in the ground floor rent Rs2000.00 (Rupees Two thousand) only.
- 7. Ram lakahanChowrasia(wall shed)

SCHEDULE "C" ABOVE REFERRED TO

(OWNER'S ALLOCATION)

Shall mean 50% of the total FAR of the proposed building to be constructed on the Schedule A property which includes the 50%

of the ultimate roof

Interest free refundable money of Rs. 20,00,000/ (Rupees

writy Lakho) only.

Owners in complete habitable condition with all common facilities before disposing of the Developer's Allocation by the Developers.

SCHEDULE "D" ABOVE REFERRED TO

(DEVELOPERS' ALLOCATION)

ALL THAT remaining 50% portion of the said proposed multistoried building and the title, interest in land underneath the said building and right of use of the common areas, parts facilities and amenities thereof except the owners' allocation as mentioned in the Schedule "C" herein above written after handing over the Owners Allocation to the owners.

SCHEDULE "E" ABOVE REFERRED TO

(Construction Work Specification)

- 1. Structure: R.C.C. frame structure.
- 2. Brick Work Brick with first class cement mortar.

- Plaster: 12 mm thick inside plaster in cement mortar e:6,6 mm thick ceiling plaster in cement mortar 1:4, 20 mmthick outside plaster in cement mortar 1:5.
- Flooring: Marble/ Floor tiles.
- Windows: Steel window with covered grill and fostedpinethite glass.
- Doors: Main door panel wooden others commercial flush door.
- 7. Paris: Super snow white plaster of paris will be given.
- Kitchen: One cooking platform of black Kadappa stonetop, one 18" x 15" sink with one CP. pillar cock.
- 9. Toilet: Marble floor, one European type white ceramic comode including white P.V.C. system, one CP. Showerpoint, two CP. bib cock, one white ceremic wash bain with CP. piller cock.
- Plumbing & Stationery: Septic tank, semi underground water reservoir, overhead reservoir, P.V.C. pipeline to be provided.
- Electrification: Conceal type wiring and I.S.I, marke dsynthetic poly coated copper wire and others accessories.
- 12. Living & Dining: 2 light points, 2 fan points, 1 power point15 Amp and 5 Amp combined.
- Bed Room: 2 light points, 2 fan points.

- Kitchen: 1 light point, 1 power point 15 Amp, 1
 Exhaustfan point.
- Toilet: One 15 Amp point, 1 light point, 1 Exhaust fan point.

Any matter excluding this specification will be chargedextra. Main meter will be given by the Developers.

External painting with two coat Snowcem/Durocem or any other of the building will be made at the last phase of the construction of the building.

SCHEDULE "F" ABOVE REFERRED TO

(Common areas and facilities)

- The land on which the building is located and alleasement, rights and appurtenances belonging to the land or to the building
- 2. The sub structure, super structure, main wall, staircases of the building.
- Installation of common services such as power, lights, sewerage etc. including common user for main staircases, lights etc. or way lights and scaping W.C only.
- 4. Tanks, pumps, motors, pipes and ducts and in general allapparatus and installations.
- 5. All other parts of the property necessary or convenience to its existence, maintenance and safely or normally in common use.

SCHEDULE "G" ABOVE REFERRED TO

(Common Expenses)

- Expenses for maintaining and repairing of mainstructure, rain water pipes, sewer line, water line, watertanks, electrical lines, common lights.
- 2. Cost of cleaning and lighting the passage, main gate etc.and other common parts of the building.
- Cost of maintenance, painting and decoration of theexterior of the building including common doors, fixturean fittings, boundary walls.
- 4. Cost of maintenance of pump space, water tanks, water pump including necessary connection thereof.
- Proportionate Municipal and other local taxes, groundrents, if payable, and other outgoing and impositions.
- All other expenses for common services and in connectionwith the common areas and amenities mentioned above.
- 7. Insurance of the building.
- 8. Such other expenses as are necessary or incidental forthe maintenance and upkeep of the building.

IN WITNESS WHEREOF the Vendor and the Purchaser doth hereby set and subscribe their respective hands and seal the day month and year First above written.

SIGNED, SEALED and DELIVERED

By the parties at Kolkata in the presence of:

1. BIKI DAS

242/2, MANICKTALA

MAIN ROAD KOLKATA
700054

Chandana Chatterjee Shuvangi Chatterjee

2. Subhasis Jara.
Advocade.

82. B. Herr Chandra Mukherjee
Road. P.O. Barisha
P.S. Thakunpukun
Kolkada 700008.

OWNERS

- Anonal Pronkash Gupta

OM CONSTRUCTION Jen's of Dearmon Junion

DEVELOPERS

Drafted by

Sanat Sil /WB/686/A/91

Advocate

Judge's Court, Alipore

Kolkata-700027

SPECIMEN FORM FOR TEN FINGERPRINTS

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三	! 0	Thumb	Fore	Middle	Ring	Little
			(Right	Hand)		
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	est	***************************************		Hand)		
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	3		(Right	t Hand)		
36	7	Little	Ring	Middle	Fore	Thumb
	3		(Left	Hand)		
	mand Bakasy Gubton					
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SPECIMEN FORM FOR TEN FINGERPRINTS

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		T Music	Right	Hand)		
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Govt. of West Bengal Directorate of Registration & Stamp Revenue GRIPS eChallan

GRN Details

GRN:

192021220033466651

GRN Date:

19/07/2021 18:22:22

BRN:

1247664788

Payment Status:

Successful

Payment Mode:

Online Payment

Bank/Gateway:

Bank of Boroda

BRN Date:

19/07/2021 18:07:33

Payment Ref. No:

2001052992/2/2021

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

DHARMENDRA KUMAR JAISWAL

Address:

109B,K.C.SEN STREET, KOLKATA-9

Mobile:

9830181487

EMail:

dkj1971@yahoo.com

Depositor Status:

Buyer/Claimants

Query No:

2001052992

Applicant's Name:

Mr Sanat Sil

Identification No:

2001052992/2/2021

Remarks:

Sale, Development Agreement or Construction agreement

Payment Details

SI. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001052992/2/2021	Property Registration- Stamp duty	0030-02-103-003-02	74500
2	2001052992/2/2021	Property Registration-Registration Fees	0030-03-104-001-16	7

Total

74507

IN WORDS:

SEVENTY FOUR THOUSAND FIVE HUNDRED SEVEN ONLY.



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

GRN Details

GRN:

192021220034929191

GRN Date:

22/07/2021 12:38:51

BRN:

1247993101

Payment Status:

Successful

Payment Mode:

Bank/Gateway:

Bank of Boroda

Online Payment

BRN Date:

22/07/2021 12:07:28

Payment Ref. No:

2001052992/8/2021

[Query No/* Query Year]

Depositor Details

Depositor's Name:

DHARMENDRA KUMAR JAISWAL

Address:

109B, K.C.SEN STREET, KOLKATA-9

Mobile:

9830181487

Depositor Status:

Buyer/Claimants

Query No:

2001052992 Mr Sanat Sil

Applicant's Name: Address:

A.R.A. - III KOLKATA

Office Name:

A.R.A. - III KOLKATA

Identification No:

2001052992/8/2021

Remarks:

Sale, Development Agreement or Construction agreement Payment No 8

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
April Co.	2001052992/8/2021	Property Registration- Stamp duty	0030-02-103-003-02	20
1	2001052992/8/2021	Property Registration- Registration Fees	0030-03-104-001-16	18
	200103277210/2021	<i>‡</i>	Total	38

IN WORDS:

THIRTY EIGHT ONLY.

Major Information of the Dood

pood No:	I-1903-05857/2021	n of the Deed		
query No / Year	1903-2001052992/2021	Date of Registration		
Query Date	28/06/2021	Office where 4	22/07/2021	
Applicant Name, Address	28/06/2021 12:47:43 PM	Office where deed is registered		
& Other Details	odnat Sit			
Transaction	Alipore Judges Court, Thana: Alipore 700027, Mobile No.: 98300767	ore, District : South 24-Pargan 29, Status :Advocate	as, WEST BENGAL, PIN	
[0110] Sale, Development	Agreement	Additional Transaction		
0110] Sale, Development Agreement or Construction agreement Set Forth value		[4308] Other than Immovable Property. Agreement [No of Agreement : 2]		
		Market Value		
Stampduty Paid(SD)	17/21/62/19/20/20/20/20/20/20/20/20/20/20/20/20/20/	Rs. 6,33,69,167/-		
Rs. 75,020/- (Article:48(g))		Registration Fee Paid		
Remarks		Rs. 25/- (Article: F M/b))	
	Received Rs. 50/- (FIFTY only) area)	from the applicant for issuing the assement slip (Urba		

Land Details:

District: Kolkata, P.S:- Amherst Street, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Keshab Ch Sen Street, Road Zone: (Raja Ram Mohan Sarani Crossing -- Bidhan Sarani Crossing), , Premises No: 109B, . Ward No: 038 Pin Code: 700009

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	The second second second second second second	Market Value (In Rs.)	Other Details
Lì	(RS :-)		Commerci al use	4 Katha 15 Chatak 35 Sq Ft		5,59,44,167/-	Property is on Road Encumbered by Tenant.
	Grand	Total:		8.2271Dec	0 /-	559,44,167 /-	

Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	6600 Sq Ft.	0/-	74,25,000/-	Structure Type: Structure

Floor No: 1, Area of floor : 2200 Sq Ft., Commercial Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 2, Area of floor : 2200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 3, Area of floor: 2200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Total:	6600 sa ft	0 /-	74.25.000 /-	
Total .	0000 34 11	0 /-	14,23,0001-	

ad Lord Details :

Name,Address,Photo,Finger print and Signature

Name	Photo	Finger Print	Signature
Mrs CHANDANA CHATTERJEE (Presentant) Wife of Late SEKHAR CHATTERJEE Executed by: Self, Date of Execution: 22/07/2021 , Admitted by: Self, Date of Admission: 22/07/2021 ,Place : Office			Chandona Chaltury
	22/07/2021	LTI	22/07/2021

22/07/2021 109/B KESHAB CHANDRA SEN STREET, City: - Kolkata, , P.O: - RAJA RAM MOHAN SARANI, P.S: -Amharst Street, District:-Kolkata, West Bengal, India, PIN:- 700009 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AVxxxxxx3A, Aadhaar No: 57xxxxxxxx0828, Status :Individual, Executed by: Self, Date of Execution: 22/07/2021

, Admitted by: Self, Date of Admission: 22/07/2021 ,Place : Office

Name	Photo	Finger Print	Signature
Miss SHUVANGI CHATTERJEE Daughter of Late SEKHAR CHATTERJEE Executed by: Self, Date of Execution: 22/07/2021 , Admitted by: Self, Date of Admission: 22/07/2021 ,Place			Shewargs Matteries
: Office	22/07/2021	LTI 22/07/2021	22/07/2021 RAJA RAM MOHAN ROY SARANI,

109/B KESHAB CHANDRA SEN STREET, City:- Kolkata, , P.O:- RAJA RAM MOHAN ROY SARANI, P.S:-Amharst Street, District:-Kolkata, West Bengal, India, PIN:- 700009 Sex: Female, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No.:: AVxxxxxx2B, Aadhaar No: 94xxxxxxxx8512, Status :Individual, Executed by: Self, Date of Execution: 22/07/2021

, Admitted by: Self, Date of Admission: 22/07/2021 ,Place : Office

Developer Details:

Name, Address, Photo, Finger print and Signature SI No City:- Kolkata, , P.O:- AMHERST STREET, P.S:-Amherst Street, District:-Kolkata, West Bengal, India, PIN -OM CONSTRUCTION 700006, PAN No.:: AAxxxxxx8Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

223 BIDHAN SARANI, City:- Kolkata, P.O:- BURRABAZAR, P.S:-Jorasanko, District:-Kolkata, West No.:: ADxxxxxxx3C, Aadhaar No: 56xxxxxxxxx0224 Status: Representative, Representative of OM

Mr DHARMENDRA KUMAR JAISWAL	Photo	Finger Print	Signature
Son of Mr RAM CHANDRA JAISWAL Date of Execution - 22/07/2021, Admitted by: Self, Date of Admission: 22/07/2021, Place of Admission of Execution: Office			Thomas Kine Angel
3C TECHORIA MAIN DOAD	Jul 22 2021 1:28PM	LTI 22/07/2021	22/07/2021

3C TEGHORIA MAIN ROAD, City:-, P.O:- BAGUIATI, P.S:-Baguiati, District:-North 24-Parganas. West Bengal, India, PIN:- 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India., PAN No.:: AFxxxxxxx9P, Aadhaar No: 84xxxxxxxxx3536 Status: Representative, Representative of: OM CONSTRUCTION (as PARTNER)

Identifier Details:

Name	Photo	Finger Print	Signature
Mr SUBHASIS JANA Son of Late RABINDRA NATH JANA 82 B HEMCHANDRA MUKHERJEE ROAD, City:-, P.O:- BARISHA, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008			Subhasia Jara
	22/07/2021	22/07/2021	22/07/2021

Identifier Of Mrs CHANDANA CHATTERJEE, Miss SHUVANGI CHATTERJEE, Mr ANAND PRAKASH GUPTA. Mr DHARMENDRA KUMAR JAISWAL

Endorsement For Deed Number : I - 190305857 / 2021

22-07-2021

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

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

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

presented for registration at 12:10 hrs on 22-07-2021, at the Office of the A.R.A. - III KOLKATA by Mrs CHANDANA CHATTERJEE, one of the Executants.

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 6.33.69,167/-

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

Execution is admitted on 22/07/2021 by 1. Mrs CHANDANA CHATTERJEE. Wife of Late SEKHAR CHATTERJEE. 109/B KESHAB CHANDRA SEN STREET, P.O: RAJA RAM MOHAN SARANI, Thana: Amharst Street. . City/Town. KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700009, by caste Hindu, by Profession House wife. 2. Miss SHUVANGI CHATTERJEE, Daughter of Late SEKHAR CHATTERJEE, 109/B KESHAB CHANDRA SEN STREET. P.O: RAJA RAM MOHAN ROY SARANI, Thana: Amharst Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700009, by caste Hindu. by Profession Student

Indetified by Mr SUBHASIS JANA, , , Son of Late RABINDRA NATH JANA, 82 B HEMCHANDRA MUKHERJEE ROAD, P.O: BARISHA, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008. by caste Hindu, by profession Advocate

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

Execution is admitted on 22-07-2021 by Mr ANAND PRAKASH GUPTA, PARTNER, OM CONSTRUCTION (Partnership Firm), City:- Kolkata, , P.O:- AMHERST STREET, P.S:-Amherst Street, District:-Kolkata, West Bengal, India, PIN:- 700006

Indetified by Mr SUBHASIS JANA, , , Son of Late RABINDRA NATH JANA, 82 B HEMCHANDRA MUKHERJEE ROAD, P.O: BARISHA, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008. by caste Hindu, by profession Advocate

Execution is admitted on 22-07-2021 by Mr DHARMENDRA KUMAR JAISWAL, PARTNER, OM CONSTRUCTION (Partnership Firm), City:- Kolkata, , P.O:- AMHERST STREET, P.S:-Amherst Street, District:-Kolkata, West Bengal, India, PIN:- 700006

Indetified by Mr SUBHASIS JANA, , , Son of Late RABINDRA NATH JANA, 82 B HEMCHANDRA MUKHERJEE ROAD, P.O: BARISHA, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 25/- (E = Rs 21/-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 25/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/07/2021 6:24PM with Govt. Ref. No: 192021220033466651 on 19-07-2021, Amount Rs: 7/-, Bank: Bank of Boroda (BARBOINDIAE), Ref. No. 1247664788 on 19-07-2021, Head of Account 0030-03-104-001-16 Online on 22/07/2021 12:42PM with Govt. Ref. No: 192021220034929191 on 22-07-2021, Amount Rs: 18/-, Bank: Bank of Boroda (BARBOINDIAE), Ref. No. 1247993101 on 22-07-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 500/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 88733, Amount: Rs.500/-, Date of Purchase: 13/01/2021, Vendor name: Suranjan Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/07/2021 6:24PM with Govt. Ref. No: 192021220033466651 on 19-07-2021, Amount Rs: 74,500/-, Bank of Boroda (BARBOINDIAE), Ref. No. 1247664788 on 19-07-2021, Head of Account 0030-02-103-003-02 Online on 22/07/2021 12:42PM with Govt. Ref. No: 192021220034929191 on 22-07-2021, Amount Rs: 20/-, Bank of Boroda (BARBOINDIAE), Ref. No. 1247993101 on 22-07-2021, Head of Account 0030-02-103-003-02

Lake.

Debasis Patra

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - III KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1903-2021, Page from 262826 to 262877
being No 190305857 for the year 2021.



Digitally signed by PROBIR KUMAR GOLDER

Date: 2021.07.31 11:57:58 +05:30 Reason: Digital Signing of Deed.

(Probir Kumar Golder) 2021/07/31 11:57:58 AM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - III KOLKATA West Bengal.

(This document is digitally signed.)