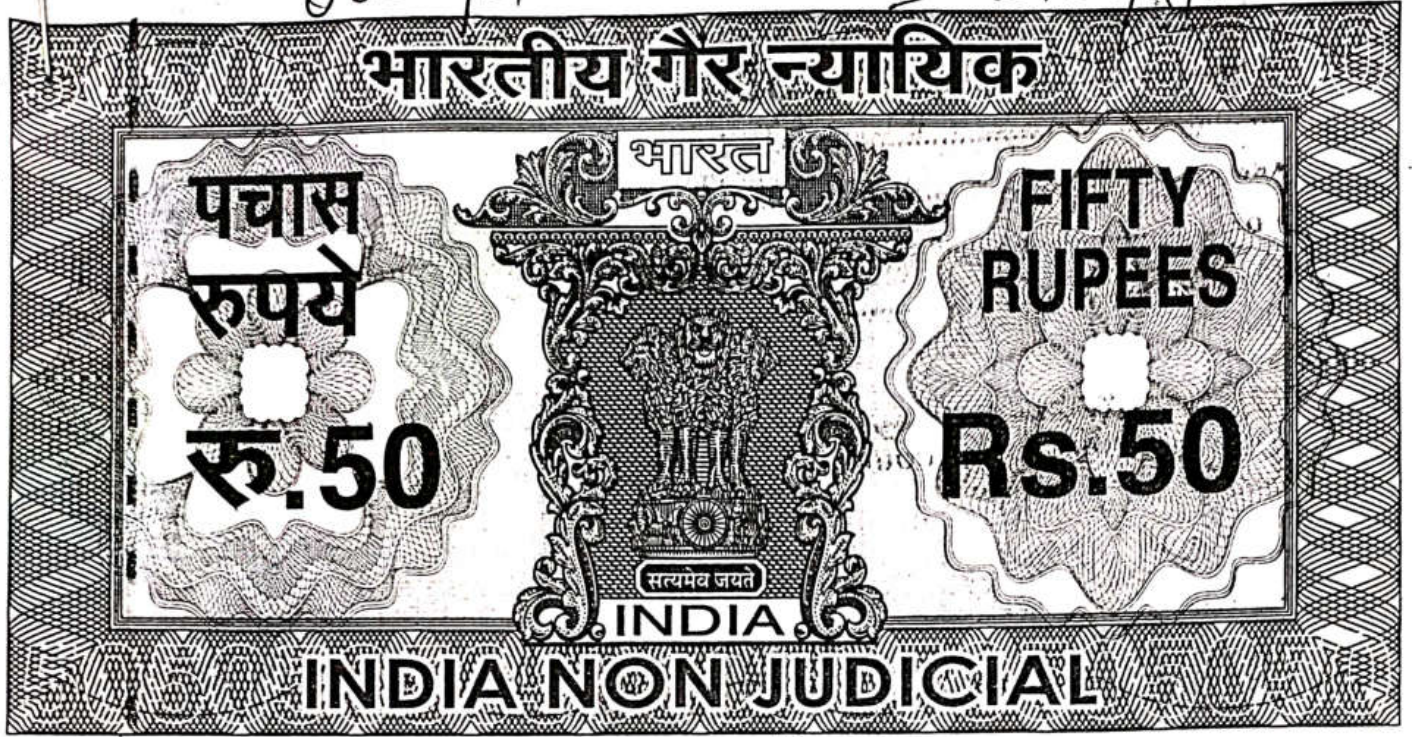


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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

District Sub-Registrar-V
Alipore, South 24 Parganas

31 AUG 2021

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 31st day
of August, Two Thousand Twenty One(2021) A.D.

B E T W E E N

(1) SRI BISWAJIT ROY (PAN : ACKPR 6624B/AADHAAR : 8342 8595 9264) & (2) SRI SOURAJIT ROY (PAN : ACLPR 6605D/AADHAAR : 7575 2545 9642), both sons of Late Benoy Bhusan Roy, both by faith – Hindu, by Occupation- Retired, Indian Citizens, both residing at 16, Lake East 6TH Road, P.O. Santoshpur, Kolkata-700 075 under P.S. Purba Jadavpur, now Survey Park, Dist. South 24 Parganas; hereinafter called and referred to as the "OWNERS/VENDORS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include legal representatives, administrators and assigns) of the FIRST PART.

A N D

M/S. DEBJANI CONSTRUCTION., having its registered Office at 26, Lake East Third Road, Santoshpur, P.S. Purba Jadavpur, now Survey Park, Kolkata - 700 075, represented by its' Sole Proprietor, SRI ABHISHEK DAS (PAN : ADSPD 7211R / AADHAAR : 4991 8160 3770), son of Late Brihaspati Das, by faith - Hindu, Indian Citizen, by occupation - Business, residing at 35/F, Second Street, Modern Park, P.O. Santoshpur, P.S. Purba Jadavpur, now Survey Park, Kolkata - 700 075, hereinafter called and referred to as the 'DEVELOPER' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include present Directors, Successors-in-Office, Legal representative, administrator and assigns) of the SECOND PART.

WHEREAS SMT. ANJALI ROY, since deceased, mother of the First Part herein, was the sole and absolute owner of immovable property/homestead plot of land measuring 03 Cottahs 10 Chittacks be the same a little more or less in Mouza –

Santoshpur, J.L. No. 22, Resa No. 19, Touzi No. 151, R.S. Khatian No. 107, corresponding L.R. Khatian Nos. 1434 & 1435, R.S. & L.R. Dag No. 676, Pargana Khaspur, P.S. then Kasba then Purba Jadavpur now Survey Park, District South 24 Parganas, at present within the limits of the Kolkata Municipal Corporation, having purchased the said property vide registered sale deed on 10.05.1974, duly registered with the Office of Dist-Registrar, Alipore, 24 Parganas and recorded in Book No. – I, Vol. No. 55, Pages 58 to 67, Being No. 1685, for the year 1974 from Sri Upendra Mohan Roy Chowdhury, s/o. Late Gopi Mohan Roy Chowdhury, Vendor therein in her favour.

AND WHEREAS after purchase of the aforesaid Land/property, the said SMT. ANJALI ROY, since deceased, mother of the First Part herein, was in peaceful possession of the same, free from all encumbrances. Afterwards, while in peaceful possession of the same, the said SMT. ANJALI ROY, since deceased, being the absolute lawful Owner of the aforesaid plot of land, measuring about **03 Cottahs 10 Chittacks** more or less(net area), duly mutated her name as the absolute Owner of the said premises in the records of the Calcutta Municipal Corporation now known as Kolkata Municipal Corporation by complying all the formalities thereof and also by paying the up to date rents and municipal taxes from time to time and aforesaid Premises was known, numbered and assessed as **Municipal Premises No. 117, Lake East 6TH Road(Mailing Add. 16, Lake East 6TH Road, Calcutta – 700 075)P.O. Santoshpur, Kolkata-700 075** under P.S. Purba Jadavpur, now Survey Park, within

the limits of the Kolkata Municipal Corporation, Ward No. 103, Br. XI (previously under Br. -XII), vide Assessee No. 31-103-24-0117-3, in the District of South 24 Parganas.

AND WHEREAS during the peaceful possession of the same, the said SMT. ANJALI ROY, since deceased constructed an old Two storied Building for residential purpose for her and for her family members, measuring 1035 Sq. Ft. in Ground Floor & 1050 Sq. Ft. in First Floor, in aggregate 2085 Sq. Ft. more or less, built-up area, and was in peaceful possession of the same, free from all encumbrances.

AND WHEREAS thereafter said SMT. ANJALI ROY died intestate on 25.01.2014, leaving behind her, two sons, namely, SRI BISWAJIT ROY & SRI SOURAJIT ROY along with her husband SRI BENOY BHUSAN ROY as her only legal heirs/ successors as per the provisions of the Hindu Succession Act. 1956.

AND WHEREAS accordingly, after demise of the said Anjali Roy, her legal heirs/ successors, SRI BISWAJIT ROY & SRI SOURAJIT ROY & SRI BENOY BHUSAN ROY became joint Owners of the aforesaid land 03 Cottahs 10 Chittaks more or less, free from all encumbrances being Municipal Premises No. 117, Lake East 6TH Road (Mailing Add. 16, Lake East 6TH Road, Calcutta - 700 075) P.O. Santoshpur; Kolkata-700 075 under P.S. Purba Jadavpur, now Survey Park, within the limits of the Kolkata Municipal Corporation, Ward No. 103, Br. XI (previously under Br. - XII), vide Assessee No. 31-103-24-0117-3, in the District of South 24 Parganas.

AND WHEREAS subsequently one of the Joint Owners namely **SRI BENOY BHUSAN ROY**, father of the First Part herein, died intestate on 20.07.2016, leaving behind him, two sons, namely, **SRI BISWAJIT ROY & SRI SOURAJIT ROY** as his only legal heirs/ successors as per the provisions of the Hindu Succession Act. 1956.

AND WHEREAS accordingly, after demise of the said Benoy Bhusan Roy, his legal heirs/ successors, **SRI BISWAJIT ROY & SRI SOURAJIT ROY** became the lawful joint Owners of the aforesaid land measuring **03 Cottahs 10 Chittaks** more or less, free from all encumbrances, being **Municipal Premises No. 117, Lake East 6TH Road (Mailing Add. 16, Lake East 6TH Road, Calcutta – 700 075) P.O. Santoshpur, Kolkata-700 075 under P.S. Purba Jadavpur, now Survey Park, within the limits of the Kolkata Municipal Corporation, Ward No. 103, Br. XI (previously under Br. – XII), vide Assessee No. 31-103-24-0117-3, in the District of South 24 Parganas** and was in peaceful physical possession free from all encumbrances.

AND WHEREAS in the mean time, the Owners, being the First Part herein, while in peaceful possession of the aforesaid property have now decided to construct a new **G+III Storied Building** consisting of several residential flats on the different floors and a number of **Covered Car Parking Space/s/other spaces** in the **Ground Floor** of the proposed new **G+III storeyed Building** of the said Premises for their own residence as well as to sell the surplus of flats or residential units to the interested Buyers/Purchasers at a reasonable consideration after obtaining a fresh sanctioned Building Plan of the proposed **G+III storied Building** from the **Kolkata Municipal Corporation**.

AND WHEREAS the Owners herein, have also decided that, due to their lack of technical knowledge, experience and expertise in the field of construction, they will appoint a most reliable, experienced and sound Developer (both technically and financially) for the purpose of development and construction of the new G+III Storied Building at **Municipal Premises No. 117, Lake East 6TH Road(Mailing Add. 16, Lake East 6TH Road, Calcutta – 700 075) P.O. Santoshpur, Kolkata-700 075 under P.S. Purba Jadavpur, now Survey Park, within the limits of the Kolkata Municipal Corporation, Ward No. 103, Br. XI(previously under Br. –XII), vide Assessee No. 31-103-24-0117-3, in the District of South 24 Parganas and declared for the same(more fully and particularly described in schedule 'A' hereunder written and hereinafter be referred to as the **SAID PREMISES'**).**

AND WHEREAS the Developer herein, on coming to know the facts of such desire of the Owners herein, has made a proposal in relation to the aforesaid development of the said property before the Owners. The Owners after necessary investigation and thorough understanding with the Developer herein, have agreed to develop the said premises by the Developer herein. Both the parties hereto have mutually analyzed, discussed and agreed to execute this Development Agreement under certain terms and conditions to satisfy the interest of both the parties thereto. The Owners herein, for their own advantages and benefits, have agreed to appoint, **DEBJANI CONSTRUCTION**, represented by its' Sole Proprietor **SRI ABHISHEK DAS**, the Second Part herein, as the Developer of their said property for constructing the proposed G+III Storied Building as per the sanctioned building

Plan. The Developer herein, has also agreed to develop the said property by constructing the proposed G+III Storeyed Building as per the sanctioned Building Plan at its' own risk, cost and expenses under certain terms and conditions which has been decided mutually by and between the parties herein, without involving the owners in the matter of the hazards of construction.

AND WHEREAS it is mutually settled by and between the Owners and the Developer herein, that, the Owners will be entitled to the following(Owner's Allocation) :-

(a) One 2B.H.K. Flat in the First Floor(South-eastern side), measuring about 700 Sq. Ft. more or less, Built-up area, consists of 2(Two) Bed rooms, 1 Living cum Dining, 1 (One) Toilet, 1(One) W.C., 1(One) Kitchen and 1 (One) Verandah /Balcony AND One 2B.H.K. Flat in the Second Floor(South-eastern side), measuring about 700 Sq. Ft. more or less, Built-up area, consists of 2(Two) Bed rooms, 1 Living cum Dining, 1 (One) Toilet, 1(One) W.C., 1(One) Kitchen and 1 (One) Verandah /Balcony AND One 2B.H.K. Flat, in the Third Floor(South-western side), measuring about 700 Sq. Ft. more or less, Built-up area, consists of 2(Two) Bed rooms, 1 Living cum Dining, 1 (One) Toilet, 1(One) W.C., 1(One) Kitchen and 1 (One) Verandah /Balcony along with Three Nos. Car Parking Spaces, under roof, each measuring about 120 Sq. Ft. more or less, in the Ground Floor, in the proposed G+III storied building as per the sanctioned Building Plan of the Kolkata Municipal Corporation and also be entitled to a (b) Forfeited amount of Rs.18,00,000/-

(Rupees Eighteen Lac) only payable in the following manners (i) **Rs.4,00,000/- (Rupees Four Lac)** only will be paid at the time of execution of this Development Agreement, (ii) **Rs.6,00,000/- (Rupees Six Lac)** only after commencement of the work of the building, (iii) **Rs.4,00,000/- (Rupees Four Lac)** only will be paid by the Developer to the Owners herein within Six Months from the date of commencement & (iv) Balance **Rs.4,00,000/- (Rupees Four Lac)** only at the time of handing over the Owners' Allocation to the Owners herein and (c) Shifting in two nos. of 2B.H.K. Flat/Dwelling House as alternative accommodation for the present Owners till the completion and hand over the Owners' Allocation to the Owners' herein as specifically mentioned hereunder till the completion of the building in all respect. The Developer shall bear all cost of alternative accommodations of Owners/First Part herein including cost of shifting.

AND WHEREAS the balance area of the sanctioned F.A.R. comprised of **One 2B.H.K. Flat** in the **First Floor (South-western side)**, measuring about 700 Sq. Ft. more or less, Built-up area, consists of **2(Two) Bed rooms, 1 Living cum Dining, 1 (One) Toilet, 1(One) W.C., 1(One) Kitchen and 1 (One) Verandah /Balcony** **AND One 2B.H.K. Flat** in the **Second Floor (South-western side)**, measuring about 700 Sq. Ft. more or less, Built-up area, consists of **2(Two) Bed rooms, 1 Living cum Dining, 1 (One) Toilet, 1(One) W.C., 1(One) Kitchen and 1 (One) Verandah /Balcony** **AND One 2B.H.K. Flat**, in the **Third Floor (South-eastern side)**, measuring about 700 Sq. Ft. more or less, Built-up area, consists of **2(Two) Bed rooms, 1 Living cum Dining, 1 (One) Toilet, 1(One) W.C., 1(One) Kitchen and 1 (One) Verandah**

/Balcony along with rest of the Car Parking Spaces/other spaces in the Ground Floor of the proposed G+III storied building as per the sanctioned building plan will be treated as Developer's Allocation and vested upon the Developer herein without any objection and/ or Claim of the Owners herein in the proposed new G+III storeyed Building in the aforesaid Premises, save and except the aforesaid Owners' Allocation.

AND WHEREAS the Developer herein bind himself to complete the construction of proposed G+III storied building within 18 Months from the date of obtaining building sanction plan and to handover the possession of the Owners' allocation within the above stipulated time period as mutually agreed by and between the Parties herein. It is noted that the time period will be the essence of this Contract. However, in the meantime, the Developer shall have every lawful right to enter into Agreement for Sale with all intending Buyers/Purchasers for the purpose of transfer of the self-contained Flats on the different floors and Car Parking Spaces, other spaces in the ground Floor in the said premises under the Developer's Allocation at its' Own discretion and at any settled price without any objection from the Owners herein. The Developer herein, shall also be entitled to receive the part or full consideration against sale of Developer's Allocation in the said premises.

NOW THIS AGREEMENT WITNESSETH THAT BOTH THE PARTIES HERETO HAVE AGREED TO CERTAIN TERMS AND CONDITIONS WHICH ARE AS FOLLOWS:-

In the Premises and in consideration of mutual advantages and benefits to be received and derived by both the parties herein, do hereby enter this Development Agreement for the development of the said property.

1.(A) OWNERS : Shall mean SRI BISWAJIT ROY & SRI SOURAJIT ROY, as the 'OWNERS'.

B) DEVELOPER : Shall mean M/S. DEBJANI CONSTRUCTION, having its registered Office at 26, Lake East Third Road, Santoshpur, P.S. Purba Jadavpur, now Survey Park, Kolkata - 700 075; represented by its' Sole Proprietor, SRI ABHISHEK DAS, son of Late Brihaspati Das, by faith - Hindu, Indian Citizen, by occupation - Business, residing at 35/F, Second Street, Modern Park, P.O. Santoshpur, P.S. Purba Jadavpur, now Survey Park, Kolkata - 700 075, hereinafter called and referred to as the 'DEVELOPER'.

C) PREMISES : Shall mean **ALL THAT** piece and parcel of a homestead plot of land, measuring about **3 (Three) Cottahs 10(Ten)Chittaks** more or less, along with a two storied building, in Mouza – Santoshpur, J.L. No. 22, Resa No. 19, Touzi No. 151, R.S. Khatian No. 107, R.S. Dag Nos. 605, 606, Pargana Khaspur, P.S. then Kasba then Purba Jadavpur now Survey Park, District South 24 Parganas, at present within the limits of the Kolkata Municipal Corporation, being **Municipal Premises No. 117, Lake East 6TH Road (Mailing Add. 16, Lake East 6TH Road, Calcutta – 700 075) P.O. Santoshpur, Kolkata-700 075** under P.S. Purba Jadavpur, now Survey Park, within

the limits of the Kolkata Municipal Corporation, Ward No. 103, Br. XI (previously under Br. -XII), vide Assessee No. 31-103-24-0117-3, in the District of South 24 Parganas, together with necessary easements, at present within the limits of the Kolkata Municipal Corporation, in the District of South 24 Parganas, which is more fully and particularly mentioned in the **SCHEDULE - 'A'** hereunder of this Agreement and hereinafter called and referred to as **'SAID PROPERTY/PREMISES'**.

D) BUILDING : Shall mean the proposed new G+III Storied Building to be constructed on the **'SAID PROPERTY/LAND/PREMISES'**, which will contain several self-contained residential Units/ Flats on different floors and Covered Car Parking Spaces, Spaces for pump, electric meter, other spaces etc. in the ground floor, at present within the limits of the Kolkata Municipal Corporation, in the District of South 24 Parganas, in accordance with the Sanctioned Building Plan of K.M.C.

E) COMMON FACILITIES : Shall mean and include the corridor, stairs, stair-cases, staircase landing, stairways, pathways for easement from the main road and other open spaces including side, rear, front spaces and facilities, lobbies, Lift & necessary installations, Mounted room on the top floor, space for electric meter, Care taker's room, passages, overhead water reservoir, underground or semi-grounded water reservoirs, septic tank and other facilities and any other area left for beautification that will be provided by the Developer for the enjoyment of the Flat holders and/or for maintenance of the building to be constructed and/or other common facilities that may be provided by the Developer.

F) OWNERS' ALLOCATION :- Shall mean and include, (a) One 2B.H.K. Flat in the First Floor(South-eastern side), measuring about 700 Sq. Ft. more or less, Built-up area, consists of 2(Two) Bed rooms, 1 Living cum Dining, 1 (One) Toilet, 1(One) W.C., 1(One) Kitchen and 1 (One) Verandah /Balcony AND One 2B.H.K. Flat in the Second Floor(South-eastern side), measuring about 700 Sq. Ft. more or less, Built-up area, consists of 2(Two) Bed rooms, 1 Living cum Dining, 1 (One) Toilet, 1(One) W.C., 1(One) Kitchen and 1 (One) Verandah /Balcony AND One 2B.H.K. Flat, in the Third Floor(South-western side), measuring about 700 Sq. Ft. more or less, Built-up area, consists of 2(Two) Bed rooms, 1 Living cum Dining, 1 (One) Toilet, 1(One) W.C., 1(One) Kitchen and 1 (One) Verandah /Balcony along with Three Nos. Car Parking Spaces, under roof, each measuring about 120 Sq. Ft. more or less, in the Ground Floor, in the proposed G+III storied building as per the sanctioned Building Plan of the Kolkata Municipal Corporation and also be entitled to a (b) Forfeited amount of Rs.18,00,000/- (Rupees Eighteen Lac) only payable in the following manners (i) Rs.4,00,000/- (Rupees Four Lac) only will be paid at the time of execution of this Development Agreement, (ii) Rs.6,00,000/- (Rupees Six Lac) only after commencement of the work of the building, (iii) Rs.4,00,000/- (Rupees Four Lac) only will be paid by the Developer to the Owners herein within Six Months from the date of commencement & (iv) Balance Rs.4,00,000/- (Rupees Four Lac) only at the time of handing over the Owners' Allocation to the Owners herein and (c) Shifting in two nos. of 2B.H.K. Flat/Dwelling House as alternative accommodation for the present Owners till the completion and

hand over the Owners' Allocation to the Owners' herein as specifically mentioned hereunder till the completion of the building in all respect. The Developer shall bear all cost of alternative accommodations of Owners/First Part herein including cost of shifting.

G) DEVELOPER'S ALLOCATION : Shall mean and include the balance area of the sanctioned F.A.R. comprised of **One 2B.H.K. Flat** in the **First Floor(South-western side)**, measuring about 700 Sq. Ft. more or less, Built-up area, consists of **2(Two) Bed rooms, 1 Living cum Dining, 1 (One) Toilet, 1(One) W.C., 1(One) Kitchen and 1 (One) Verandah /Balcony AND One 2B.H.K. Flat** in the **Second Floor(South-western side)**, measuring about 700 Sq. Ft. more or less, Built-up area, consists of **2(Two) Bed rooms, 1 Living cum Dining, 1 (One) Toilet, 1(One) W.C., 1(One) Kitchen and 1 (One) Verandah /Balcony AND One 2B.H.K. Flat**, in the **Third Floor(South-eastern side)**, measuring about 700 Sq. Ft. more or less, Built-up area, consists of **2(Two) Bed rooms, 1 Living cum Dining, 1 (One) Toilet, 1(One) W.C., 1(One) Kitchen and 1 (One) Verandah /Balcony** along with rest of the **Car Parking Spaces/other spaces in the Ground Floor** of the proposed G+III storied building with proportionate and undivided share of land of the Owners as per the sanctioned building plan will be treated as Developer's Allocation and vested upon

the Developer herein without any objection and/ or Claim of the Owners herein in the proposed new G+III storeyed Building in the aforesaid Premises, save and except the aforesaid Owners' Allocation.

H) TRANSFER :- Shall mean and include transfer by the delivery of possession and by any other means adopted for effecting transfer of the saleable spaces and/ or flats of the said include meaning of the terms, as defined under the Income Tax Act and also the Transfer of Property Act.

I) TRANSFEREE :- Shall mean-a person, firm, association of persons to whom the saleable space or flat in the said building will be agreed to be transferred and/or for whom the said flat shall be agreed to be constructed by the Developer in exercise of the authority of the Developer to construct the said respective flats of the Developer's Allocation for and on behalf of such persons and at the costs of such persons who will be interested in purchasing and having flat, car Parking Spaces at the said building to be constructed at the said premises.

J) ARCHITECT : Shall mean an Architect / Civil Engineer / L.B.S. who shall be appointed by the Developer herein and shall take the total responsibility of the proposed Project at the aforesaid Premises.

2. That the said Owners do hereby revocable appoint, authorize and nominate and empower the said Developer to act as Developer of the said property and at the costs to be borne and incurred by the said Developer to have prepared and obtain a building plan duly sanctioned by The Kolkata Municipal Corporation.

3. That the Developer shall always be entitled to enter into the said property with prior intimation to the Owners herein and to have the same surveyed and measured with the help of their men, labourers, technical persons etc. and soil thereof tested as and if required under the Building Rules and have a Building Plan prepared by a qualified Architect / Engineer / L.B.S.

4. i) That the Developer shall be entitled to sign in the name/s of and on behalf of the Owners and submit the building plan and enter into all correspondences and make representations before the Municipal Corporation Authorities and appear before them and do all necessary acts, deeds and things in that behalf and pay all fees and charges for getting the proposed G+III Storied Building Plan prepared and also all sanction fees and charges and also obtain and receive the sanctioned plan from the Kolkata Municipal Corporation and for that purpose to sign and grant receipts.

ii) That after necessary discussion by and between the Owners and the Developer herein, it is mutually settled by and between them that, all pending issues including payment of outstanding/arrear Municipal Taxes and/or other necessary impositions in relation to the said premises shall be resolved by the Developer herein, by making necessary payments in relation thereto, with immediate effect i.e. after execution of this Development Agreement by and between the parties herein, the Owners shall not bear any arrear or outstanding Municipal Taxes and other rents/taxes to the concerned Authority/Department in respect to the said premises.

5. That the Owners agree that the Developer shall be entitled to start/commence the development work, preparing the ground and to start/commence the construction of the proposed G+III storied building, at the land of the said Schedule 'A' mentioned premises in accordance with the Building Plan duly sanctioned before or after commencement of work complying with the building rules of the Kolkata Municipal Corporation.

6. That upon execution of these presents, the Developer agrees to construct the construction of the said building in a substantial and work like manner and use standard materials of the size and specification stated in the building plan to be sanctioned after.

7. That the Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or commission or omission of the Developer in relation to the making of construction of the said building including deviations from the sanctioned plan, structural defects and also accidents, if any, to labourers at construction site of the Developer.

8. That the Owners hereby agree, undertake and confirm that the Developer shall be entitled to construct and complete the said G+III storied building on the said Schedule 'A' mentioned Land of the said premises within the stipulated time period and retain, enjoy and deal with and transfer the Developer's Allocation **TOGETHER WITH** undivided share in the land of the said premises attributable to

the said Developer's Allocation without any interruption, objection, disputes, interference, hindrance of the said Owners and that the appointment of the said Developer as "DEVELOPER" of the said premises and the rights of the said Developer to construct the said building in-terms of this Agreement shall always be revocable on the part of the said Owners. It is however agreed by the Developer that the Developer shall not deliver up the possession of Developer's Allocation to Third Party without First delivering the possession of the Owners' Allocation completed in all respect to the Owner within the notice period of 30 (thirty) days as stipulated in Clause No. (33) hereunder.

9. That at the time of execution of these presents, the Owners shall handover all available relevant original and certified documents/copies of the title deeds, Mutation certificate, tax Bill of K.M.C., etc. of the said premises to the custody of Developer herein, free from all encumbrances, charges, liabilities and the OWNERS shall not deal with the same in any manner and shall not deposit the same for securing any money claim and the Owners herein, shall always allow the Developer to have inspection of the said documents as and when required for establishing and proving the title of the said Owners. It is recorded that, true authenticated photo copies of the said title deeds have already been given to the Developer. In case of necessity, the Owners herein, shall be bound to be present themselves physically before the competent authorities and shall present all the original copies of Deeds, Documents, Certificates, Receipts before the Competent

Authority as and when asked by the Developer and/or the concerned Authorities. It is also agreed that the original sanctioned plan after obtaining from the Kolkata Municipal Corporation shall be in the custody of the said Developer and the Owners will get a Xerox copy of the said sanctioned plan for their own satisfaction and with a lien thereon in favour of the Developer for all costs and expenses and fees and charges paid and incurred by the Developer and other expenses incurred by the Developer in getting the said plan prepared and sanctioned.

10. That it is agreed that, the Owners shall also from time to time sign all other documents and execute, register the same at the cost and expenses of the Developer and shall also sign applications as may be necessary from time to time for the purpose of getting the building plan sanctioned and for the development of the said premises and construction of the new G+III Storied Building on the land of the schedule mentioned premises. The new G+III Storied Building shall be completed within **18(Twelve) months** from the date of obtaining the sanction of the building plan. It is noted that the time period will be the essence of Contract subject to all the related paper works like B.L. & L.R.O. Mutation, conversion of the character/classification of the land from the concerned Authority of B.L. & L.R.O. etc. for sanction of the building plan from the Kolkata Municipal Corporation as per the building rules and regulations of K.M.C.

11. That it is clearly agreed and understood by and between the parties herein, that the Owners will not be liable to bear and to pay any cost of construction of

the Building and other common benefits and facilities, it will be borne by the Developer herein, 'The "Owners' Allocation" has been determined as partly sanctioned F. A.R and partly financial consideration(Owners' Allocation) against the present valuation of their landed property.

12. That the Developer herein, shall be entitled to appoint an Engineer/Architect, Licensed Building Surveyor, Overseers and/or their Supervisors, Agents, Building Contractors, Labour Contractors and/or other person/s, men as may be decided and selected by the Developer from time to time commencing , carrying on with the construction and for the purpose of completion of the new G+III Storied Building as per the sanctioned building plan at the Schedule mentioned premises.

13. That immediately upon execution of this Development Agreement, the Owners shall make over the khas vacant and peaceful physical possession of the said premises/land to the said Developer without any objection or further delay. The Developer will be entitled to keep, maintain and retain physical khas possession of the same, till completion of the construction of the G+III storied building in all respect on the said premises and delivery, sale and/or transfer of the flats/car parking spaces and/or constructed portions duly completed under the Developer's Allocation. During the subsistence of this Development Agreement, the Owners shall not be entitled to revoke rights of khas possession to be held by the Developer until and unless the new G+III Storied Building is completely finished strictly within the stipulated time period as mutually agreed by and between the parties herein. However, the Developer shall prepare and develop the said land and

premises upon raising and erecting the G+III building on the land of the Owners at its own cost and expenses and the Developer will be entitled to start construction on the same as per the Building Plan of K.M.C. to be sanctioned for commencement of work.

14. That for the purpose of ascertaining the undivided share in the land attributable to the Developer's Allocation, the total Super Built Up Area of the entire Flats and the total area of land shall be duly measured and ascertained by Architects Engineer in charge of construction of the said building and his decision in that behalf shall be final and binding.

15. That the said Owners do hereby grant unto and authorize the Developer with exclusive right and power to build upon and exploit the said land of the said premises and to construct on the land of the said premises, building of such height and lawful nature thereof as shall be decided by the said Developer and will be permitted to construct under the building plan and to get sanction by the said Developer in terms of this Agreement. It is agreed that, the Developer shall be solely responsible for such construction of the building according to the building Rules of the Kolkata Municipal Corporation and in compliance with all laws, rules and provisions and in strict conformity with the detailed drawings specifications proposals and features, contained in the proposed plan to be sanctioned, and all necessary cost and expenses in relation thereto till completion of the building, sale and/or transfer/hand over of the Flats/car parking spaces to the intending Buyers.

The said Developer shall always keep the said Owners indemnified against all claims and processes and Responsibilities arising out of any deviation in constructing the said building by the said Developer and the Developer shall always remain responsible for all third party's claims against the building.

16. That the Owners also agree and covenants not to interfere with the possession of the Developer and also with that act and work of the said building and the Owners shall not in any manner object, restrict, obstruct, hinder or impede the said work of construction in the said building by the said Developer.

17. That the Developer shall unless hindered or impeded or obstructed by circumstance/s beyond control or any abnormal situation, will complete the construction of the said straight three storied building on the land of the said premises within **18(Eighteen) months** from the date of obtaining building sanction plan excluding 6 (Six) months time period in the event of **FORCE MAJEURE** and shall deliver the Owners' Allocation to the Owners within the said stipulated period in good and habitable condition upon strictly compliance with the Schedule 'D' & 'E' mentioned hereunder.

18. That from the date of receiving khas vacant possession of the said property and until completion of the new G+III storied building in good and habitable condition within the said time period, all municipal Rates and taxes of the said property, including the pending taxes, shall be borne and paid by the Developer and it is agreed that, the Owners shall not be liable for the same. It is also mutually agreed

and expressly understood that all arrears of Municipal Rates and Taxes and other outgoings like Khazna of B.L. & L.R.O. of the said property up to the date of making possession to the Developer herein shall be borne and paid by the said Developer exclusively. Afterwards, the Owner herein shall be liable to pay the Municipal Rates and Taxes and other outgoings on the Owner's Allocation from the date of delivery of Owners' Allocation by the Developer.

19. That it is agreed that the Owners and Developer shall duly comply with all requirements and other formalities for obtaining sanction of the Building Plan and the Owners herein or their Constituted attorney on their behalf, shall always sign, Execute all documents, plans, affidavits and undertakings, declaration that will be required to be filed with the K.M.C. from time to time in connection with the sanction of the said building plan. The Developer shall also as Constituted Attorney on behalf of the Owner be entitled to do, sign, execute and/or to deliver all documents, plans, affidavits, undertakings in the name of the Owners.

20. That the Developer shall be entitled to get the said plan modified from time to time according to his discretion and the copy of the plan to be supplied to the Owners before modification and in doing so the rights and share of the Owners in respect of the Schedule mentioned property, to be given, shall not in any manner be affected AND the Developer shall always be bound to complete the construction of the said G+III storied Building as per the sanctioned Building Plan, whether it is taken before the commencement of the work or after the commencement of the work at his absolute discretion and right depending on the present situation and related papers of the premises needed for the sanction of the building plan.

21. That it is agreed that, in calculating the proportion of Super Built-Up Area of the Building and Developer's Allocation and area of the roof, open side, front, rear spaces on the ground floor and other compulsorily left over spaces and all common facility of the building and common space and all common area with the Owner/s and the Developer shall be taken into account and respective calculation.

22. That the Owners and the Developer shall comply with all other requirements of the Municipal Authorities and / or other authorities having jurisdiction in the matter relating to the constructions of the said building at the land of the said premises and will abide by the direction or directions of the Municipal Authorities and other authority having jurisdiction in the matter.

23. That it is agreed that, the land of the said premises shall always from execution hereof be indivisible and impartible and neither the Owners nor the Developer nor their respective transferees shall be entitled to claim any partition, sub-division or any separation of the land of the said premises, and it is agreed that, the said land shall be held jointly undivided but in proportionate share.

24. That the Owners agree to defend the title of the said premises and also defend the possession and rights of the Developer for constructing the said building as envisaged in this Agreement.

25. That the Developer shall be entitled at its' own costs and charges and expenses to carry out all and every items of work from development of the said premises including laying drains, cables, water pipes and other connections and electricity

connection in terms of the said plan to be sanctioned and / or other terms and conditions that may be imposed by The Kolkata Municipal Corporation and other Government Departments and the Owners agree to always assist and co-operate with the Developer as will be required and necessary from time to time to carry out in the said development work and make construction of the said building as per said plan to be sanctioned.

26. That the Developer shall be entitled to use the entire available F.A.R. in respect of the said premises and get the plan prepared and sanctioned using the entire F.A.R. for construction of the proposed G+II storied building and its' distribution between the Owners' allocation and Developer's allocation by these presents.

27. That the Developer shall be at liberty to sell and / or allot the Developer's Allocation and the areas thereof in the allocation of the said Developer and to enter into Agreement For Sale and transfer thereof and / or in its' discretion to enter into agreement for the sale of the said Developer's Allocation with the intending Purchasers to acquire the said flats/car parking spaces and to receive construction costs from them from time to time. The Developer shall also be entitled to enter into Agreement for Sale of undivided share of land of the said property from its' allocation in favour of the intending Purchasers of the flats/Car Parking Spaces and / or persons intending to acquire the flats and have the same constructed by the said Developer save and except the proportionate right of the Owners. The Owners agree that, they will join the said Agreement/s respectively for the sale of undivided share in land and / or also for either sale of the said

constructed flat and / or for constructing the flats on behalf of the respective intending persons as may be required by the Developer from time to time and the Owners will agree to transfer the undivided share in the land and to confirm and transfer the undivided share in the land and to confirm and transfer of the constructed area and / or making of construction of the flats on behalf of the Purchasers or intending persons after handing over the Owners' allocation by these presents.

28. That it is agreed that, the entire consideration amount on sale of the said undivided share in land and premises and also the consideration of the constructed flats and car parking spaces and / or the costs of constructions of the said flats and car parking spaces under the Developer's Allocation shall be received exclusively by the Developer as aforesaid without any right claim or dispute or objection of the said Owners.

29. That the Developer shall always have a paramount claim security or charge on the land of the said property in respect of the costs of construction and other expenses that shall be borne and paid and incurred by the Developer till the completion of the construction and sale and transfer of Developer's Allocation and the undivided share of land and premises of the Developer's Allocation in favour of the Developer or its nominees and / or appointees in terms of the said Agreement.

30. That it is mutually settled by and between the parties hereto, that, if for any technical reason/s whatsoever, the Developer cannot complete the construction

within 18(Eighteen) months excluding 6 (Six) months (in the event of FORCE MAJEURE) from the date of sanction of the building plan, in that case, the Owners shall allow the Developer another 6(Six) Months time or more to complete all the required works for completion of the construction of the proposed G+III Storied Building and till such time, as both the parties herein, shall observe and co-operate with each other for the purpose of successful accomplishment of this Development Agreement in respect to the aforesaid Schedule mentioned Premises. However, inspite that, if the Developer fails to complete the building within the afore stated stipulated time including extended time period, then compensation for that delayed period is to be amicably settled by the Parties herein after the expiry of the afore mentioned stipulated period till the completion of the project/building in all respect and/or habitable condition. However if any compensation for the delay is to be paid to the Purchaser/s of the Flat/s , such amount of compensation shall be borne by the Developer.

31. That the Owners have assured that, there is no notice of requisition or acquisition from the Government or from any other statutory authorities served on the said Owners and / or their predecessors-in-title at the time of execution of Development agreement and that, the Owners are fully entitled to deal with the said property as the absolute Joint owners and to enter into this agreement with the Developer without any restriction restraint or objection from anybody.

32. That the Developer shall be entitled and is authorized in the name of the Owners as far as necessary to apply for and obtain cement, steel, bricks and other

building materials for construction and the said building at the land of the said premises and apply and obtain and/or permit connections water, electricity power, drainages, sewers and other inputs and facilities of the said building and enjoyment of the Parts and portions therein.

33. That after completion of construction of the building, the Developer shall give written notice to the Owners intimating the Owners to accept the delivery of the Owners' Allocation in the building within 30 days from the date of completion of the building. The Owners shall unless take possession earlier be deemed to have taken possession of the said Unit on the date of possession, i.e. on the 30(Thirty) days of service of the said notice, irrespective of when they takes actual physical possession. The Developer and/or the Owners herein shall be entitled to hold and keep the management of the said building at the costs of the respective flat holders / persons entitled to other places and portions of the said building and to receive proportionate contribution of maintenance charges, taxes, replacement expenses, repair expenses and costs of installations repairs maintenance etc., as are paid by the Flat Holders of the building containing self-contained residential apartments, which will be amicably settled by all the Flat Owners and the Developer herein.

34. That both the parties herein, have mutually agreed that, the name of the proposed G+III Storied Building will be "ANJALI" in the Schedule - 'A' mentioned Premises.

35. That after signing/execution of this Development Agreement if any problem/s arises regarding Title of the land/premises, obtaining B.L. & L.R.O. Mutation, conversion of the character/classification of land from B.L. & L.R.O., for the sanction of the building plan by K.M.C. etc., in that case the Owners shall assist the Developer in every way for the same and arrange everything to correct/obtain the same at the cost and assistance of the Developer and also during the construction and completion of the building if any problem crops up, that, will be sorted out immediately by and between both the parties herein and both the parties herein, shall settle the matter / problem by discussion for the purpose of securing their best interest and benefit.

36. That it is also mutually settled that, in case of serious disagreement, during the period of construction, by and between the parties herein, that, matter will be referred to the common Arbitrator as mutually agreed upon and the decision of that Arbitrator will be binding upon both the parties herein.

37.(a) That after completion of the building any extra work/ construction demanded by the Owners herein (other than mentioned in the work schedule) will be borne by the Owners herein, for such-extra work or construction in their allocation.

(b). That the Developer will have the liability arising due to flaws in construction like seepage during rainy season, leakage from Toilets/Kitchen, Electrical defects regarding Wiring and Switches etc. for further Eighteen months from the date of possession/ hand-over of the Owners' Allocation to the Owners herein.

38. That after completion of the project, the Developer shall collect the necessary Completion Certificate from the competent Authority of the Kolkata Municipal Corporation at his own cost and expenses and shall provide the attested photo copy of the same to the Owners.

39. The Developer shall bear and pay the entire cost for installation of the common/Main Electric Meter and also the cost for installations of the individual Meter of the said Flats under Owners' Allocation up to a maximum limit of 0.5KW (connected load) as applicable. In case of any extra load of power supply, the Owners shall be solely liable to pay for such extra Deposit to the CESC Ltd. as per requisition. It is pertinent to mention that the internal Electrical Wiring/Cable will be sufficient/capable to take load of Air Conditioners along with T.V., Freeze, Geyser, Microwave, water filter, Kitchen Chimney, Mixer & Grinder etc. for the Owners' allocated Flats.

40. The Owners hereby grant the exclusive right of development of the said premises unto and in favour of the Developer herein with the intent and objects that the Developer herein shall be entitled to have a map or plan to be prepared for being submitted to authorities concerned for sanction before or after the commencement of the work/building and to be constructed and completed the new building on the said Premises in accordance with the sanction plan of K.M.C.

41. That the Purchasers and/or nominees of the Developer herein, shall be entitled to borrow HBL/funds and/or hypothecation from any Nationalized Bank,

Private Bank and/or N.B.F.C., L.I.C.H.F.L. etc. to complete the purchase procedure in respect of the Flat/s and Car Parking Space/s under Developer's Allocation and in that case the Owners herein, shall extend necessary co-operation to the Purchasers/Developer herein and the Owners have no objection and/or any right/claim for any reasons in respect thereto.

42. The Owners shall execute a DEVELOPMENT POWER OF ATTORNEY in favour of the Developer for the smooth enjoyment and completion of the project/building and to collect the consideration money from the intending Purchaser/s of the Developer's Allocation portion of the building as stated herein above simultaneously at the time of signing of this Agreement.

43. The complete construction specification shall be exclusive part of the agreement under Schedule – 'E'.

44. That the OWNERS and the DEVELOPER have entered into this Agreement purely on principal or principals basis and nothing contained herein shall be deemed to construe as a partnership or a joint venture between the OWNERS and the DEVELOPER and they shall not be allowed to constitute any association of persons in any way.

45. Be it noted that by this Development Agreement and the related Development Power of Attorney, the Developer shall only be entitled to receive consideration money by executing Agreement/Final Document for transfer of Property as per provisions laid down in the said Documents as a Developer without getting any

Ownership of any part of the Property under Schedule . This Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement/Final Document for transfer of Property between the Owner and the Developer in anyway. This Clause shall have overriding effect to anything written in these Documents in contrary to this Clause.

46. That during construction if required, a Supplementary Agreement may be executed by and between the parties herein which will be treated as part and parcel of this Development Agreement.

47. That it is mutually agreed by and between the parties herein, that right of ultimate Roof in the proposed construction of G+III storied building is hereby reserved proportionately by and between the Owners and the intending Buyers and in other word Developer shall not make any other construction beyond the sanction plan to be approved the KMC without written consent of the Owners herein as mutually agreed between the parties herein.

48. During construction if any accident may occur the **DEVELOPER** shall have to face the entire consequences thereof and pay the necessary penalty to such person(s) as and when necessary. The **OWNERS** shall never be liable for any financial and/or legal liability including any mishap thereof and the same shall be taken up by the **DEVELOPER** only.

SCHEDULE - 'A' ABOVE REFERRED TO PREMISES

[SAID LAND/PREMISES/PROPERTY]

ALL THAT piece and parcel of a homestead plot of homestead land measuring about **3 (Three) Cottahs 10(Ten) Chittaks** more or less, along with an old two storied dwelling house in aggregate measuring **2085 Sq. Ft.** more or less, Built up area, in Mouza – Santoshpur, J.L. No. 22, Resa No. 19, Touzi No. 151, R.S. Khatian No. 107 corresponding to L.R. Khatian Nos. 1434 & 1435, R.S. & L.R. Dag No. 676, Pargana Khaspur, P.S. then Kasba then Purba Jadavpur now Survey Park, District South 24 Parganas, at present within the limits of the Kolkata Municipal Corporation, being **Municipal Premises No. 117, Lake East 6TH Road(Mailing Add. 16, Lake East 6TH Road, Calcutta – 700 075) P.O. Santoshpur, Kolkata-700 075** under P.S. Purba Jadavpur, now Survey Park, within the limits of the Kolkata Municipal Corporation, Ward No. 103, Br. XI(previously under Br. –XII), vide Assessee No. 31-103-24-0117-3, in the District of South 24 Parganas, together with necessary easements, at present within the limits of the Kolkata Municipal Corporation, in the District of South 24 Parganas, butted and bounded as follows

:-

ON THE NORTH	: By Vacant Land
ON THE SOUTH	: By 12 FT. Wide KMC Road
ON THE EAST	: By 14FT. Wide KMC Road
ON THE WEST	: By Property owned by Binapani Kundu.

SCHEDULE - 'B' ABOVE REFERRED TO OWNERS' ALLOCATION

(OWNERS' ALLOCATION)

The Owners shall be allotted (a) One 2B.H.K. Flat in the First Floor(South-eastern side), measuring about 700 Sq. Ft. more or less, Built-up area, consists of 2(Two) Bed rooms, 1 Living cum Dining, 1 (One) Toilet, 1(One) W.C., 1(One) Kitchen and 1 (One) Verandah /Balcony AND One 2B.H.K. Flat in the Second Floor(South-eastern side), measuring about 700 Sq. Ft. more or less, Built-up area, consists of 2(Two) Bed rooms, 1 Living cum Dining, 1 (One) Toilet, 1(One) W.C., 1(One) Kitchen and 1 (One) Verandah /Balcony AND One 2B.H.K. Flat, in the Third Floor(South-western side), measuring about 700 Sq. Ft. more or less, Built-up area, consists of 2(Two) Bed rooms, 1 Living cum Dining, 1 (One) Toilet, 1(One) W.C., 1(One) Kitchen and 1 (One) Verandah /Balcony along with Three Nos. Car Parking Spaces, under roof, each measuring about 120 Sq. Ft. more or less, in the Ground Floor, in the proposed G+III storied building as per the sanctioned Building Plan of the Kolkata Municipal Corporation and also be entitled to a (b) Forfeited amount of Rs.18,00,000/-(Rupees Eighteen Lac) only payable in the following manners (i) Rs.4,00,000/-(Rupees Four Lac) only will be paid at the time of execution of this Development Agreement, (ii) Rs.6,00,000/-(Rupees Six Lac) only after commencement of the work of the building, (iii) Rs.4,00,000/-(Rupees Four Lac) only will be paid by the Developer to the Owners herein within Six Months from the date of commencement & (iv) Balance Rs.4,00,000/-(Rupees Four Lac) only at the time of handing over the Owners' Allocation to the Owners herein and

(c) Shifting in two nos. of 2B.H.K. Flat/Dwelling House as alternative accommodation for the present Owners till the completion and hand over the Owners' Allocation to the Owners' herein as specifically mentioned hereunder till the completion of the building in all respect. The Developer shall bear all cost of alternative accommodations of Owners/First Part herein including cost of shifting.

SCHEDULE "C" ABOVE REFERED TO DEVELOPER'S ALLOCATION

(DEVELOPER'S ALLOCATION)

ALL THAT the balance area of the sanctioned F.A.R. comprised of comprised of one 2B.H.K. Flat in the First Floor(South-western side), measuring about 700 Sq. Ft. more or less, Built-up area, consists of 2(Two) Bed rooms, 1 Living cum Dining, 1 (One) Toilet, 1(One) W.C., 1(One) Kitchen and 1 (One) Verandah /Balcony AND One 2B.H.K. Flat in the Second Floor(South-western side), measuring about 700 Sq. Ft. more or less, Built-up area, consists of 2(Two) Bed rooms, 1 Living cum Dining, 1 (One) Toilet, 1(One) W.C., 1(One) Kitchen and 1 (One) Verandah /Balcony AND One 2B.H.K. Flat, in the Third Floor(South-eastern side), measuring about 700 Sq. Ft. more or less, Built-up area, consists of 2(Two) Bed rooms, 1 Living cum Dining, 1 (One) Toilet, 1(One) W.C., 1(One) Kitchen and 1 (One) Verandah /Balcony along with rest of the Car Parking Spaces/other spaces in the Ground Floor of the proposed G+III storied building as per the sanctioned building plan will be treated as Developer's Allocation and vested upon the Developer herein

without any objection and/ or Claim of the Owners herein in the proposed new G+III storeyed Building in the aforesaid Premises, save and except the aforesaid Owners' Allocation.

SCHEDULE -"D" ABOVE REFERRED TO

(COMMON AREAS AND FACILITIES)

1. Stairs, Stair cases on all floors.
2. Stair case landing and mid landings from all floors.
3. Common passage from Public Road, entrance gate up to the stair case on the Ground Floor and lobby / path way up to the entrance of the Schedule Appt.
4. Common passage and lobby on ground floor.
5. Roof, Lift & its' necessary installations, Mounted Room, Parapet wall, Caretaker's Room and other necessary installations.
6. Water Pump with motor, underground and overhead water reservoir, water pipes and other common plumbing installation.
7. All open spaces in the front side and the side spaces surrounding the multi-storeyed building.
8. All electrical fittings, electrical wiring, common electrical meter, common electrical meter board and other necessary electrical installations meant for common use for the flat/unit holders/".
9. Drainage and sewers including man-hole Junction pits etc.

10. Boundary walls and main gate and/or side gates if any.
11. Such other common parts, areas, equipment and installations fixtures, fittings and spaces in or about the said building as are necessary for passage to other user and occupier of the Unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.
12. Close circuit camera will be installed at the outside of Main Entrance of the proposed building.

THE SCHEDULE - 'E' ABOVE REFERRED TO
TECHNICAL SPECIFICATION OF THE UNITS/ BUILDING

Structure : The building shall have R.C.C. framed structure of Escalated spread footing.

Foundation Bedding : -P.C.C. (1:3:4) on 3" thick B.F.S.

Brick wall : All exterior brick work shall be 8" thick, Partition Wall 5" with bricks of approved quality (Bharati Bhata/Basirhat) of C.M (1:5).

Floor Bedding : P.C.C. (1:3:4) floor bedding 4" thick (average) over 3" thick soling in Ground Floor.

Floor finish/Skirting etc. Marble Flooring to all rooms and 1800mm glazed tiles to bathroom and 3' height glazed tiles above cooking platform and sink.

Plaster : That the outside of the Building will have sand, cement plaster (1:5). 3/4" thick (average) whereas the inside and the ceiling plaster will be 6 mm thick (average) in (1:4).

Doors & Windows:-

Main Entrance Door

- a) Wooden panelled door polished on both sides.
- b) Sal wooden door frame.
- c) Stainless Steel tower bolt from inside .
- d) Electrical bell point.
- e) Night Latch(Godrej).
- f) Decorative Handle on the Front Door.
- g) M.S. Collapsible Gate.
- h) Magic eye.
- i) Godrej lock at the main entrance of the Flats of the Owners' allocation.

Other Doors:-

- a) Commercial flush door(Factory made phenol bonded water proof) painted on both sides.
- b) Sal wooden door frame.
- c) Stainless Steel tower bolt from inside.
- d) P.V.C. doors(Sintex) in Toilet and W.C.

Windows:-Anodized Alluminium Glass with M.S. grill (inside) as per the approved design of the architect and Box Grill painted with primer.

Painting & Finish:-The Building shall be painted externally with weather coat paint (Apex Ultima). The inside of the each flat shall be finished with wall putty (J.K.) on the plastered surface.

Toilet & Kitchen:-

1. Toilet & W.C.

European type white commode (Hindware) and P.V.C. cistern in both the toilets. One Wash basin (Hindware) and one shower point and two bib cocks (Essco) and one Commode Shower and one Geyser point in each toilet/W.C..

:2: -Kitchen

One Stainless steel sink in kitchen, Two taps. One Granite Top with Black Stone Platform in the kitchen.

Stairs and Stair-cases

1. - The stairs and stair cases shall be finished with marble stone with skirting. Stair-case room will be provided with Aluminium window with box grill for light and ventilation as per design.

2. Space for electric meter with necessary grill.

Roof:-

1. Concrete roof will be treated with sand, cement mortar and will be finished in grey cement situ mosaic with Size-2B chips.

2. 4' ft. height and 5 " Thick parapet wall will be provided all around the roof.

Electrical Installation:-

a) Each Bed Room:- 2 light points, 2 fan points - 5 Amp., 2 plug points -5 Amp., One A.C. point in all bed Rooms, 2 plug points at Bed Level. Fuse in each switch board.

b) Living/Dinning Room:- 2 light points, 2 fan points - 5 Amp., 2 plug points -5 Amp, separate plug points for T.V., Freeze, Telephone, Cable and internet.

c) Kitchen:- 2 light points, 1 exhaust fan/chimney point-5/15 Amp., 2 plug points - 15 Amp. (One for micro oven and another for water filter) and one 5 Amp. Plug point for wall mounted fan & one 15 Amp plug point for Mixer Grinder.

d). Each Balcony :- 1 light point

e) Toilet / W.C.:- 1 Light Point, 1 exhaust fan point- 5 Amp., 1 plug point- 15 Amp for Geyser connection, 1 5 Amp plug point for fan.

All wiring(Havells) will be concealed as per existing C.E.S.C. Regulations.

All switches and plugs made of Crabtree.

Water Supply :

One overhead reservoir will be provided on the top of the last roof as per design. The suitable electrical pump with motor will be installed at Ground Floor to deliver water to overhead reservoir from the underground water reservoir.

Compound :

Standard height compound wall to be made existing road level. M.S. Grill Gate as per approved design of the Architect and will be painted both sides. All the above technical specifications are subject to being approved by K.M.C. Authority and with necessary modification/alteration if any.

LIFT:-

4 Men Lift of reputed Brand(ISI/ISO) and make with all necessary installation thereof.

NOTE :Any extra work other than the Work Schedule (without any deviation of the Sanctioned Building Plan) required by the Owners herein, shall be done at their own costs and expenses.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands on the day, month and year first above written.

SIGNED, SEALED & DELIVERED by the Parties at
Kolkata in the presence of:

WITNESSES :

1. Keka Roy.
16, Lake East 6th Rd,
Santoshpur.
Kolkata - 700075.

Soumit R.
Soumit R.

SIGNATURE OF THE OWNERS

2. Prosenjit Sarder.
31/4A, Lake East 6th Rd.
Santoshpur, Kolkata - 700075.

DEVELOPER CONSTRUCTION

Alpesh Das
Proprietor

SIGNATURE OF THE DEVELOPER

Drafted by me and prepared in my Office:

Smitesh Chatterjee
[SMITESH CHATTERJE]
ADVOCATE[ENROL. NO. F/976/776/2011]
Alipore Criminal Court, Kol-27.

MEMO OF CONSIDERATION

Received the within mentioned part non-refundable amount of Rs.4,00,000/- (Rupees Four Lac) only from the within mentioned Developer in terms of these presents in the following manners :



<u>PARTICULARS</u>	<u>AMOUNT[RS.]</u>
<u>At the time of execution of these presents :</u>	
i)Vide A/c. payee Cheque No. 001143, drawn on HDFC Bank, Santoshpur Branch, Dated : 30.08.2021 In favour of Sri Biswajit Roy.	2,00,000/-
ii)Vide A/c. payee Cheque No. 001144, drawn on HDFC Bank, Santoshpur Branch, Dated : 30.08.2021 In favour of Sri Sourajit Roy.	2,00,000/-
<u>TOTAL : Rs. 4,00,000/-</u>	

[RUPEES FOUR LAC ONLY]

WITNESSES :

1. Keka Roy.

2. Prosenjit Sarda.

SIGNATURE OF THE OWNERS



Thumb

1st finger

Middle Finger

Ring Finger

Small Finger

left
handright
handName BISWAJIT ROYSignature Biswajit Roy

Thumb

1st finger

Middle Finger

Ring Finger

Small Finger

left
handright
handName SOURAJIT ROYSignature Sourajit Roy

Thumb

1st finger

Middle Finger

Ring Finger

Small Finger

left
handright
handName ABHISHEK DASSignature Abhishek Das

Thumb

1st finger

Middle Finger

Ring Finger

Small Finger

PHOTO

left
handright
hand

Name

Signature



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

GRN Details

GRN: 192021220065611868
GRN Date: 30/08/2021 21:50:10
BRN : 5540449357628
Gateway Ref ID: IGALWLDXH8
Payment Status: Successful
Payment Mode: Online Payment (SBI Epay)
Bank/Gateway: SBlePay Payment Gateway
BRN Date: 30/08/2021 21:08:56
Method: State Bank of India NB
Payment Ref. No: 2001643739/1/2021
[Query No./Query Year]

Depositor Details

Depositor's Name: ABHISHEK DAS
Address: 35/F, 2ND. STREET, MODERN PARK
Mobile: 9830056751
Depositor Status: Buyer/Claimants
Query No: 2001643739
Applicant's Name: Mr ASIM CHAUDHURI
Identification No: 2001643739/1/2021
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001643739/1/2021	Property Registration- Stamp duty	0030-02-103-003-02	10021
2	2001643739/1/2021	Property Registration- Registration Fees	0030-03-104-001-16	4021
Total				14042

IN WORDS: FOURTEEN THOUSAND FORTY TWO ONLY.



ভারত সরকার
Government of India

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

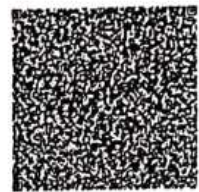
তালিকাভুক্তির নম্বর / Enrollment No.: 0000/00616/52752

To
বিশ্বজিত রায়
BISWAJIT ROY
C/O BENOY BHUSAN ROY,
16, LAKE EAST 6TH ROAD,
VTC: Santoshpur,
PO: Santoshpur,
District: Kolkata,
State: West Bengal,
PIN Code: 700075,
Mobile: 9831066404

24/10/2012
5307677



MF053076774F1



আপনার আধার সংখ্যা / Your Aadhaar No. :

8342 8595 9264

আমার আধার, আমার পরিচয়



ভারত সরকার
Government of India



বিশ্বজিত রায়
BISWAJIT ROY
জন্মতারিখ / DOB : 19/04/1960
পুরুষ / Male

8342 8595 9264

আমার আধার, আমার পরিচয়

24/10/2012

Biswajit Roy
Biswajit Roy



তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- নিম্নোক্ত কিউআর কোড / অফলাইন এক্সএমএল / অনলাইন প্রমাণীকরণ ব্যবহার করে পরিচয় যাচাই করুন।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- Verify identity using Secure QR Code / Offline XML / Online Authentication.



- আধার সারা দেশে মান্য।
- আধার আপনাকে বিভিন্ন সরকারি ও বেসরকারি পরিষেবা প্রাপ্তিতে সাহায্য করে।
- আধারে আপনার মোবাইল নাম্বার ও ইমেইল আইডি আপডেটে রাখুন।
- আধার নিজের স্মার্ট ফোনে রাখুন, mAadhaar App দ্বারা।
- Aadhaar is valid throughout the country.
- Aadhaar helps you avail various Government and non-Government services easily.
- Keep your mobile number & email ID updated in Aadhaar.
- Carry Aadhaar in your smart phone – use mAadhaar App.

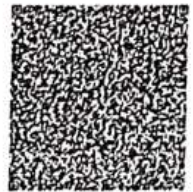


ভারতীয় পরিচয় প্রমাণ কর্তৃপক্ষ
UIDAI
UIDAI
UIDAI



ঠিকানা: বেনোয় ভূষণ রায়, ১৬, লেক
ইস্ট ৬র্থ রোড, সন্তোষপুর, কলকাতা, পশ্চিম
বঙ্গ, ৭০০০৭৫

Address: C/O BENOY BHUSAN ROY, 16,
LAKE EAST 6TH ROAD, Santoshpur,
Kolkata, West Bengal, 700075



8342 8595 9264



1947



help@uidai.gov.in



www.uidai.gov.in

Signature

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

BISWAJIT ROY

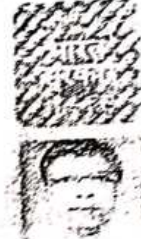
BENOY BHUSAN ROY

19/04/1960

Permanent Account Number

ACKPR6624B

Signature



सिद्धि- डी.
सिद्धि- डी.

Somant B.



Somant B.



भारत सरकार
GOVERNMENT OF INDIA



সৌরজিত রায়
Sourajit Roy
পিতা : বিনয় ভূষন রায়
Father : BENOY BHUSAN ROY
জন্ম সাল / Year of Birth : 1960
পুরুষ / Male



7575 2545 9642

আধার - সাধারণ মানুষের অধিকার

Sourajit Roy
Sourajit Roy



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
১৬, লেক ইস্ট বর্ড রোড,
সন্তোষপুর, সন্তোষপুর, কোলকাতা,
পশ্চিমবঙ্গ, ৭০০০৭৫

Address:
16, LAKE EAST 6TH ROAD,
SANTOSH PUR, Santoshpur
S.O, Santoshpur, Kolkata,
West Bengal, 700075

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1800 180 1947

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P.O. Box No 1947,
Bangalore-560 001



GOVERNMENT OF INDIA



অভিষেক দাস
Abhishek Das
পিতা : ব্রিহস্পতি দাস
Father : BRIHASPATI DAS

জন্ম সাল/Year of Birth: 1976
পুরুষ/Male

4991 8160 3770



আধার - সাধারণ মানুষের অধিকার



অনন্যতম বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ফ্রিকানা, 35-এফ
সেকেন্ড মডার্ন পার্ক, সন্তোষপুর
কলকাতা, পশ্চিমবঙ্গ, 700075

Address: 35F, SECOND
STREET MODERN PARK,
Santoshpur S.O.,
Santoshpur, Kolkata, West
Bengal, 700075

1947
1800 180 1947

help @ uidai.gov.in

www.uidai.gov.in

P.O. Box No.1947,
Bengaluru-560 001

Abhishek Das

स्थायी लेखा संख्या

/PERMANENT ACCOUNT NUMBER

ADSPD7211R



नाम /NAME

ABHISHEK DAS

पिता का नाम /FATHER'S NAME

BRIHASPATI DAS

जन्म तिथि /DATE OF BIRTH

10-01-1976

हस्ताक्षर /SIGNATURE

Abhishek Das

आयकर आयुक्त, प.म. - XI

COMMISSIONER OF INCOME-TAX, W.B. - XI

इस कार्ड के खो / मिल जाने पर कृपया जारी करने
वाले प्राधिकारी को सूचित / वापस कर दें
संयुक्त आयकर आयुक्त(पद्धति एवं तकनीकी),
पी-7,
चौरिंगी स्क्वायर,
कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to
the issuing authority :
Joint Commissioner of Income-tax(Systems & Technical),
P-7,
Chowringhee Square,
Calcutta- 700 069.

Abhishek Das

Major Information of the Deed

Deed No :	I-1630-03182/2021	Date of Registration	31/08/2021
Query No / Year	1630-2001643739/2021	Office where deed is registered	1630-2001643739/2021
Query Date	30/08/2021 9:46:27 PM		
Applicant Name, Address & Other Details	ASIM CHAUDHURI 39A, AJANTA ROAD, Thana : Purba Jadabpur, District : South 24-Parganas, WEST BENGAL, PIN - 700075, Mobile No. : 7980453599, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 4,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 90,50,259/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 10,071/- (Article:48(g))	Rs. 4,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		







Land Details :

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Lake East 1st to 8th Road, , Premises No: 117, , Ward No: 103 Pin Code : 700075

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 10 Chatak	1/-	77,48,437/-	Width of Approach Road: 14 Ft.,
Grand Total :				5.9813Dec	1 /-	77,48,437 /-	

Structure Details :




Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2085 Sq Ft.	1/-	13,01,822/-	Structure Type: Structure
Gr. Floor, Area of floor : 1035 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1050 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2085 sq ft	1 /-	13,01,822 /-	

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr BISWAJIT ROY Son of Late BENOY BHUSAN ROY Executed by: Self, Date of Execution: 31/08/2021 , Admitted by: Self, Date of Admission: 31/08/2021 ,Place : Office	 31/08/2021	 LTI 31/08/2021	 31/08/2021
16, LAKE EAST 6TH ROAD, City:- , P.O:- SANTOSH PUR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ACxxxxxx4B, Aadhaar No: 83xxxxxxxx9264, Status :Individual, Executed by: Self, Date of Execution: 31/08/2021 , Admitted by: Self, Date of Admission: 31/08/2021 ,Place : Office				
2	Mr SOURAJIT ROY Son of Late BENOY BHUSAN ROY Executed by: Self, Date of Execution: 31/08/2021 , Admitted by: Self, Date of Admission: 31/08/2021 ,Place : Office	 31/08/2021	 LTI 31/08/2021	 31/08/2021
16 LAKE EAST 6TH ROAD, City:- , P.O:- SANTOSH PUR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ACxxxxxx5D, Aadhaar No: 75xxxxxxxx9642, Status :Individual, Executed by: Self, Date of Execution: 31/08/2021 , Admitted by: Self, Date of Admission: 31/08/2021 ,Place : Office				



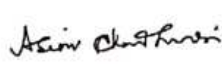
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	DEBJANI CONSTRUCTION 26 LAKE EAST 3RD ROAD, City:- , P.O:- SANTOSH PUR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 , PAN No.:: ADxxxxxx1R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr ABHISHEK DAS (Presentant) Son of Late BRIHASPATI DAS Date of Execution - 31/08/2021, , Admitted by: Self, Date of Admission: 31/08/2021, Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
	Aug 31 2021 12:45PM	LTI 31/08/2021	31/08/2021	
35/F 2ND STREET MODERN PARK, City:- , P.O:- SANTOSH PUR, P.S:-Purba Jadabpur, District:- South 24-Parganas, West Bengal, India, PIN:- 700075, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx1R, Aadhaar No: 49xxxxxxxx3770 Status : Representative, Representative of : DEBJANI CONSTRUCTION (as PROPRIETOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr ASIM CHAUDHURI Son of Prof KRIPASINDHU CHAUDHURI 39A AJANTA ROAD, City:- , P.O:- SANTOSH PUR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075			
	31/08/2021	31/08/2021	31/08/2021
Identifier Of Mr BISWAJIT ROY, Mr SOURAJIT ROY, Mr ABHISHEK DAS			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr BISWAJIT ROY	DEBJANI CONSTRUCTION-2.99062 Dec
2	Mr SOURAJIT ROY	DEBJANI CONSTRUCTION-2.99062 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr BISWAJIT ROY	DEBJANI CONSTRUCTION-1042.50000000 Sq Ft
2	Mr SOURAJIT ROY	DEBJANI CONSTRUCTION-1042.50000000 Sq Ft

On 31-08-2021

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 12:28 hrs on 31-08-2021, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Mr ABHISHEK DAS .

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 90,50,259/-

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

Execution is admitted on 31/08/2021 by 1. Mr BISWAJIT ROY, Son of Late BENOY BHUSAN ROY, 16, LAKE EAST 6TH ROAD, P.O: SANTOSH PUR, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Retired Person, 2. Mr SOURAJIT ROY, Son of Late BENOY BHUSAN ROY, 16 LAKE EAST 6TH ROAD, P.O: SANTOSH PUR, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Retired Person

Indetified by Mr ASIM CHAUDHURI, , Son of Prof KRIPASINDHU CHAUDHURI, 39A AJANTA ROAD, P.O: SANTOSH PUR, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Business

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

Execution is admitted on 31-08-2021 by Mr ABHISHEK DAS, PROPRIETOR, DEBJANI CONSTRUCTION (Sole Proprietorship), 26 LAKE EAST 3RD ROAD, City:- , P.O:- SANTOSH PUR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075

Indetified by Mr ASIM CHAUDHURI, , Son of Prof KRIPASINDHU CHAUDHURI, 39A AJANTA ROAD, P.O: SANTOSH PUR, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 4,053/- (B = Rs 4,000/- , E = Rs 21/- , H = Rs 28/- , M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 4,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/08/2021 9:51PM with Govt. Ref. No: 192021220065611868 on 30-08-2021, Amount Rs: 4,021/-, Bank: SBI EPay (SBlePay), Ref. No. 5540449357628 on 30-08-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 10,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1370, Amount: Rs.50/-, Date of Purchase: 16/04/2021, Vendor name: Jayanta Dey

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/08/2021 9:51PM with Govt. Ref. No: 192021220065611868 on 30-08-2021, Amount Rs: 10,021/-, Bank: SBI EPay (SBlePay), Ref. No. 5540449357628 on 30-08-2021, Head of Account 0030-02-103-003-02



Rita Lepcha

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2021, Page from 115533 to 115590
being No 163003182 for the year 2021.



Digitally signed by RITA LEPCHA DAS
Date: 2021.09.16 15:03:31 +05:30
Reason: Digital Signing of Deed.

(Rita Lepcha) 2021/09/16 03:03:31 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)