

12986/23

12444/23



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

N 270973

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

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

16 AUG 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the
16th day of August, 2023 (Two Thousand Twenty Three)

BETWEEN

1) **SRI BIJOY KRISHNA SEN** (PAN- AYJPS4149P), (Aadhaar No. 9113-7106-2954), son of Kamales Sen, by faith- Hindu, by occupation- Service, by nationality- Indian, residing at 9, Kailash Ghosh Road, Barisha, Police Station- Haridevpur, Post Office- Barisha, Kolkata- 700008 and 2) **SRI PRAN KRISHNA SEN** (PAN- AIWPS3599J), (Aadhaar No. 5689-3497-3444), son of Kamales Sen, by faith- Hindu, by occupation- Service, by nationality- Indian, residing at 255/A/1, Prasanta Roy Road, Barisha, Police Station- Haridevpur, Post Office- Barisha, Kolkata- 700008, hereinafter jointly and collectively called and referred to as the '**OWNERS/ LANDLORDS/ FIRST PARTIES**' (which terms or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include each of their respective legal heirs, successors, executors, administrators, legal representatives, nominees and/or assigns) of the **ONE PART:**

AND

AYUSHMAN CONSTRUCTION, (PAN- ABKFA7123M), a Partnership Firm having its registered office at 331, Vidyasagar Sarani, Police Station- Haridevpur, Post Office- Barisha, Kolkata- 700008, represented by its partners namely 1) **SHRI AVIJIT DAS** (PAN- BCSPD6318M) (Aadhaar No. 5975-6934-4438), son of Late Biswanath

Das, by faith- Hindu, by occupation- Business, by nationality- Indian, and **2) SMT. JHARNA DAS** (PAN- CCDPD6265R), (Aadhaar No. 4363-6005-8294), wife of Shri Avijit Das, by faith- Hindu, by occupation- Business, by nationality- Indian, both are residing at 4/1, Vidya Sagar Sarani, Notun Pally Bazar, Sarder Para, Purba Barisha, Police Station- Haridevpur, Post Office- Barisha, Kolkata- 700008, hereinafter called and referred to as the '**DEVELOPER/ BUILDER**' (which terms or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor-in-office, executors-in-office, administrators, legal representatives, nominees and/or assigns) of the **OTHER PART:**

WHEREAS Bijoy Krishna Sen, the First Party No. 1 herein is the absolute owner in respect of ALL THAT piece and parcel of land measuring about 07 (seven) Kataha 15 (fifteen) Chittacks and 15 (fifteen) Square Feet be the same a little more or less, together with structure standing thereon, lying and situated at Mouza- Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 237 and 240, under Dag No. 983 and 974, Khatian No. 3025 and 1371 at K.M.C. Premises No. 610, Kailash Ghosh Road, Barisha, Police Station- Thakurpukur now Haridevpur, Kolkata- 700008, within the limits of the Kolkata

Municipal Corporation, under Ward No. 123, in the District of South 24-Parganas, by virtue of two registered Deed of Gifts (Danpatra Dolil), dated 05.06.2009 from Kamlesh Sengupta and the said Gift Deed was registered before the Additional District Sub-Registrar, Behala, South 24-Parganas and recorded in Book No. 1, CD Volume No. 19, Pages from 798 to 815, being Deed No. 06402 for the year 2009 and another Deed of Gift (Danpatra Dolil), dated 05.06.2009 also from Kamlesh Sengupta and the said Gift Deed was registered before the Additional District Sub-Registrar, Behala, South 24-Parganas and recorded in Book No. 1, CD Volume No. 19, Pages from 1268 to 1279, being Deed No. 06403 for the year 2009;

AND WHEREAS Pran Krishna Sen, the First Party No. 2 herein is the absolute owner in respect of ALL THAT piece and parcel of land measuring about 3 (three) Kataha 11 (eleven) Chittacks be the same a little more or less, together with structure standing thereon, lying and situated at Mouza- Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 237 and 240, under Dag No. 974, Khatian No. 1371 at K.M.C. Premises No. 610B, Kailash Ghosh Road, Barisha, Police Station- Thakurpukur now Haridevpur, Kolkata- 700008, within the limits of the Kolkata Municipal Corporation, under Ward No. 123, in the

District of South 24-Parganas, by virtue of a registered Deed of Gift (Danpatra Dolil), dated 10.05.2010 from Kamlesh Sengupta and the said Gift Deed was registered before the Additional District Sub-Registrar, Behala, South 24-Parganas and recorded in Book No. I, CD Volume No. 12, Pages from 4605 to 4616, being Deed No. 04848 for the year 2010;

AND WHEREAS the said Bijoy Krishna Sen, the First Party No. 1 herein being the absolute owner of land measuring about 07 (seven) Kataha 15 (fifteen) Chittacks and 15 (fifteen) Square Feet more or less, have duly mutated his name before the office of the Kolkata Municipal Corporation, under Ward No. 123, having Assessee No. 411230916383 and the said property is known and renumbered as Municipal Premises No. 610A, Kailash Ghosh Road and by paying all taxes and outgoings enjoying the said property free from all encumbrances;

AND WHEREAS the said Pran Krishna Sen, the First Party No. 2 herein being the absolute owner of land measuring about 3 (three) Kataha 11 (eleven) Chittacks more or less, have duly mutated his name before the office of the Kolkata Municipal Corporation, under

Ward No. 123, having Assessee No. 411230923594 and the said property is known and renumbered as Municipal Premises No. 610B, Kailash Ghosh Road and by paying all taxes and outgoings enjoying the said property free from all encumbrances;

AND WHEREAS thus Bijoy Krishna Sen, the present Owner/First Party No. 1 herein became the absolute lawful owner, occupier and title holder in respect of ALL THAT piece and parcel of land measuring about 07 (seven) Kataha 15 (fifteen) Chittacks and 15 (fifteen) Square Feet be the same a little more or less, together with structure standing thereon, comprised in Mouza- Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 237 and 240, under Dag No. 983 and 974, Khatian No. 3025 and 1371, lying and situated at K.M.C. Premises No. 610A, Kailash Ghosh Road, Barisha, Police Station- Thakurpukur now Haridevpur, Kolkata- 700008, within the limits of the Kolkata Municipal Corporation, under Ward No. 123, having Assessee No. 411230916383, in the District of South 24-Parganas, free from all encumbrances and charges;

AND WHEREAS thus Pran Krishna Sen, the present Owner/First Party No. 2 herein became the absolute lawful owner, occupier and

title holder in respect of ALL THAT piece and parcel of land measuring about 3 (three) Kataha 11 (eleven) Chittacks be the same a little more or less, together with structure standing thereon, comprised in Mouza- Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 237 and 240, under Dag No. 974, Khatian No. 1371, lying and situated at K.M.C. Premises No. 610B, Kailash Ghosh Road, Barisha, Police Station- Thakurpukur now Haridevpur, Kolkata- 700008, within the limits of the Kolkata Municipal Corporation, under Ward No. 123, having Assessee No. 411230923594, in the District of South 24- Parganas, free from all encumbrances and charges;

AND WHEREAS thus the said Bijoy Krishna Sen and Pran Krishna Sen while had been in peaceful possession and enjoyment of their respective properties they intended to develop their respective properties which are contiguous and adjoining to each other and they are in exclusive possession and enjoyment of their respective portions and with a view to better utilization of the aforesaid property they jointly entered into a Deed of Amalgamation, dated 10th February 2023 and accordingly amalgamated their aforesaid properties being ALL THAT piece and parcel of land measuring about 11 (eleven) Kataha 10 (ten) Chittacks 15 (fifteen) Square Feet be the same a little

more or less, together with structure standing thereon, lying and situated at Mouza- Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 237 and 240, under Dag Nos. 983 and 974, Khatian No. 3025 and 1371 being K.M.C. Premises No. 610, Kailash Ghosh Road, Barisha, Post Office- Barisha, Police Station- Haridevpur (previously Thakurpukur), Kolkata- 700008, within the limits of the Kolkata Municipal Corporation, under Ward No. 123, in the District of South 24-Parganas, and the said Deed of Amalgamation, dated 10th February 2023 was duly registered in the Office of the District Sub-Registrar-IV, South 24-Parganas and recorded in Book No. I, Volume No. 1604-2023, Pages from 53624 to 53647, Being No. 160401506 for the year 2023;

AND WHEREAS thus the present Owners/First Parties herein became the absolute lawful joint owners, occupiers and title holders in respect of ALL THAT piece and parcel of land measuring about 11 (eleven) Kataha 10 (ten) Chittacks 15 (fifteen) Square Feet be the same a little more or less, together with structure standing thereon, lying and situated at Mouza- Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 237 and 240, under Dag Nos. 983 and 974, Khatian No. 3025 and 1371 being K.M.C. Premises No. 610, Kailash Ghosh Road, Barisha,

Post Office- Barisha, Police Station- Haridevpur (previously Thakurpukur), Kolkata- 700008, within the limits of the Kolkata Municipal Corporation, under Ward No. 123, in the District of South 24-Parganas, which is more fully and particularly described in the *Schedule-A* hereunder written and hereinafter called and referred to as the '*said property*';

AND WHEREAS the present Owners/First Parties herein while had been in peaceful possession and enjoyment of the said property duly mutated their names in the record of the Kolkata Municipal Corporation, under Ward No. 123, having Assessee No.411230909378 as joint Owners/Assesses and the said property is known and renumbered as 610, Kailash Ghosh Road, Barisha, Post Office- Barisha, Police Station- Haridevpur (previously Thakurpukur), Kolkata- 700008 and by paying all taxes and outgoings and enjoying the said property, free from all encumbrances;

AND WHEREAS the Owners/First Parties herein with an intention to develop the said property more fully described in the *Schedule-A* hereunder subject to delivery of possession of the property to the Developer herein to exploit the *Schedule-A* property into a G+III

AYUSHMAN CONSTRUCTION

Arjit Das
Partner

Pramodkishna Sen
Bijoy Krishna Sen.

(Ground plus Three) storied building containing several independent sellable flats/car parking spaces/units. The Developer represented itself to be sufficiently conversant and experienced in constructing high rise buildings having good and sufficient financial strength and resources and on being satisfied with the discussions held by and between the owners and the developer herein and the developer also being satisfied and having shown its interest in constructing and having agreed to construct the said G+III (Ground plus Three) storied building on the said property the owners doth hereby appoint and authorize the developer/builder herein to erect and construct a G+III (Ground plus Three) storied building upon the *Schedule-A* property and in accordance with the building sanctioned plan to be obtained from the Kolkata Municipal Corporation and other authorities and to complete the same within 24 (twenty four) months from the date of Building Sanction Plan from the Kolkata Municipal Corporation on the terms, stipulation and conditions set forth herein below;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :-

PART-I

- 1) This Agreement shall be deemed to have commenced on and with effect from the day month and year first above written.

AYUSHMAN CONSTRUCTION

Avijit Das

Partner

Tharun Das

Partner

San

Pramod Kumar Sen
Bijoy Kumar Sen

- 2) The Owners have agreed to authorize the Developer to develop the said land described in *Schedule-"A"* hereto at its own cost, expenses and responsibilities and after demolishing the existing building or structures thereon and after making necessary arrangement, at its own costs and responsibility, so that the tenants co-operate with the Developer and vacate the said premises without any litigation to enable the Developer to construct the new building thereon having several independent saleable units/flats.
- 3) The Developer shall at its own costs and expenses and responsibility shall develop the said property by constructing a new building thereon containing several independent saleable flats/ car parking spaces/ units/ together with all common areas and facilities including corridors, stair ways, passages, drive ways, pumps room, overhead and underground water tank, pump motor, sewerage, sanitation, electricity and other facilities including those mentioned in *Schedule-'D'* hereunder, as may be required for the use, enjoyment, maintenance and/or

management of the building or the independent units or flats therein.

- 4) In consideration of the Owners having agreed to entrust to the Developer the development of the said property described in the *Schedule-'A'* hereto and to confer upon the developer the rights, powers, privileges and benefits as mentioned herein and in consideration of Developer having agreed to develop the said property by constructing a new building thereon having several saleable independent units/flats at their own costs, expenses and responsibility, as per sanctioned plan it has been agreed that the Owners' Allocation in the said newly constructed building will be 200 (two hundred) Square Feet of covered area on the Ground Floor for the Owner No. 1 along with 2 (two) Covered Car Parking space on the Ground Floor, out of which one Car Parking space for the Owner No. 1 and another Car Parking space for Owner No. 2 (be it specifically mentioned here that for aforesaid Car Parking space the owner No. 2 will pay a sum of Rs. 2,50,000/- only to the Developer) and 36% (thirty six percent) from First Floor to Top Floor, out of the total constructed area available in the said newly constructed G+III

AYUSHMAN CONSTRUCTION

Avijit D M

Partner

Tharna Doss

Partner

Pran Krishna Sen
Bijoy Krishna Sen.

AYUSHMAN CONSTRUCTION
Avijit Das Partner
Tharuna Das Partner

(Ground plus Three) storied building which is more fully and particularly detailed in *Schedule-'B'* hereunder written and in the clause referred to as *Owners' Allocation* hereunder written and apart from that the owners herein have already received a sum of Rs. 10,10,000/- (Rupees ten lakhs ten thousand) only as adjustable and/or refundable advance security deposit out of which the owner No. 1 will refund/adjust a sum of Rs. 5,00,000/- (Rupees five lakhs) only and the owner No. 2 will refund/ adjust a sum of Rs. 5,10,000/- (Rupees five lakhs ten thousand) only.

PART-II

DEFINITIONS

- 1) **PROPERTY** : ALL THAT piece and parcel of land measuring about 11 (eleven) Kataha 10 (ten) Chittacks 15 (fifteen) Square Feet be the same a little more or less, together with structure standing thereon, lying and situated at Mouza- Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 237 and 240, under L.R. Dag Nos. 983 and 974, L.R. Khatian Nos. 11555 and 11596, being K.M.C. Premises No. 610, Kailash Ghosh Road, Barisha, Post Office- Barisha, Police Station- Haridevpur (previously

Pramod Chandra Sen
Bijoy Chandra Sen

Thakurpukur), Kolkata- 700008, within the limits of the Kolkata Municipal Corporation, under Ward No. 123, having Assessee No. 411230909378, in the District of South 24-Parganas, more fully and particularly described in the *Schedule-'A'* below.

- 2) **OWNERS** : The owners shall mean the owners of the land and the structure of the above property/land and the names of the Owners of the above property is 1) **SRI BIJOY KRISHNA SEN** (PAN- AYJPS4149P), (Aadhaar No. 9113-7106-2954), son of Kamales Sen, by faith- Hindu, by occupation- Service, by nationality- Indian, residing at 9, Kailash Ghosh Road, Barisha, Police Station- Haridevpur, Post Office- Barisha, Kolkata- 700008 and 2) **SRI PRAN KRISHNA SEN** (PAN- AIWPS3599J), (Aadhaar No. 5689-3497-3444), son of Kamales Sen, by faith- Hindu, by occupation- Service, by nationality- Indian, residing at 255/A/1, Prasanta Roy Road, Barisha, Police Station- Haridevpur, Post Office- Barisha, Kolkata- 700008, shall mean and include each of their respective legal heirs,

successors, executors, administrators, legal representatives, nominees and/or assigns.

- 3) **BUILDING** : The building shall mean and include the new authorized constructed of G+III (Ground plus Three) storied building for residential purpose with all necessary fittings and fixtures and common spaces to be constructed by the Developer/Builder in accordance as per sanctioned plan of the Kolkata Municipal Corporation.

- 4) **DEVELOPER** : shall mean the person who develops the land of others by means of construction of land, promoting of land, to make construction on the land of others and all other allied jobs and Developer herein is **AYUSHMAN CONSTRUCTION** a Partnership Firm having its registered office at 331, Vidyasagar Sarani, Post Office- Barisha, Police Station- Haridevpur, Kolkata-700008, represented its Partners namely 1) **SHRI AVIJIT DAS** son of Late Biswanath Das, by faith- Hindu, by occupation- Business, by nationality- Indian and 2) **SMT. JHARNA DAS** wife of Shri Avijit Das, by faith- Hindu, by occupation- Business,

AYUSHMAN CONSTRUCTION

Avijit Das
Partner

Pranab Krishna Sen
Bijoy Krishna Sen.

by nationality- Indian, both are residing at 4/1, Vidya Sagar Sarani, Notun Pally Bazar, Sarder Para, Purba Barisha, Post Office- Barisha, Police Station- Haridevpur, Kolkata- 700008, shall mean and include its successor-in-office, executor/executors, nominee/nominees, legal representatives, administrators and/or assigns.

- 5) **COMMON AREA AND COMMON INSTALLATION** : shall mean and include the entrance, stairways, landings, passage ways, pump room, overhead water tank, water pump and motor, side space, court yards and roof etc. which shall be required for common enjoyment, constructions, maintenance, and the common facilities.
- 6) **OWNERS' ALLOCATION** : shall mean and include 200 (two hundred) Square Feet of covered area on the Ground Floor for the Owner No. 1; 2 (two) Covered Car Parking space on the Ground Floor, out of which one Car Parking space for the Owner No. 1 and another Car Parking space for Owner No. 2 (be it specifically mentioned here that for aforesaid Car Parking space the owner No. 2 will pay a

AYUSHMAN CONSTRUCTION
Avish Das Partner
Tharna Das Partner

sum of Rs. 2,50,000/- only to the Developer) and 36% (thirty six percent) from First Floor to Top Floor, out of the total constructed area available in the said newly constructed G+III (Ground plus Three) storied building to be constructed in accordance with the Building Sanctioned Plan, revised and/or altered plan, to be obtained from the office of the Kolkata Municipal Corporation, with all specification and fixtures and fittings, as described and detained in the *Schedule-"B"* hereunder written.

AND

(Monetary Consideration)

Apart from the above mentioned area of Allocation, the Owners/First Parties herein have further received a sum Rs. 10,10,000/- (Rupees ten lakhs ten thousand) only as refundable/adjustable security deposit prior to execution of this presence out of which the owner No. 1 will refund Rs. 5,00,000/- (Rupees five lakhs) only and the owner No. 2 refund a sum of Rs. 5,10,000/- (Rupees five lakhs ten thousand) only, as per Memo below.

Pranab Krishna Sen
Bijoy Krishna Sen.

The Owner No. 1 is entitled to get a sum of Rs. 5,000/- (Rupees five thousand) only per month from the Developer towards shifting charges, till handing over possession of the owners' allocation to the owner No. 1 and Owner No. 2 is entitled to get a sum of Rs. 3,000/- (Rupees three thousand) only per month from the Developer towards shifting charges, till handing over possession of the owners' allocation to the owner No. 2 herein.

- 7) **DEVELOPER'S ALLOCATION** : shall mean and include Entire Ground Floor (save and except 200 Square Feet and 2 Car Parking spaces of owners) and the entire remaining 64% (sixty four percent) from First Floor to Top Floor out of the total constructed area available in the said newly constructed G+III (Ground plus Three) storied building to be constructed in accordance with the Building Sanctioned Plan, revised and/or altered, to be obtained from the office of the Kolkata Municipal Corporation, with all specification and fixtures and fittings, as described and detained in the *Schedule-"C"* hereunder written.

AYUSHMAN CONSTRUCTION
Avijit Das Partner
Sharna Das Partner

Pranabkishna Sen
Bijoy Krishna Sen.

- 8) **SALEABLE SPACE** - shall mean the space in the new building available for independent use and occupation both by the owners' and the allocation after making common facilities and/or amenities thereof.
- 9) **EXTENSION OF TIME**: In the event the construction work is not completed within the said period of **24 (twenty four) months** from the date of sanction plan and an extension of 6 (six) months time will be provided to the Developer on mutual conversation and terms and conditions agreed thereon by the Developer and the landowner.
- 10) **SPECIFICATIONS**: shall mean the specifications for completely the new building as stated in the *Schedule-"D"* hereunder written.
- 11) **TIME OF CONTRACT**: shall mean that this agreement shall be valid for 30 (thirty) months (including the extension period) from the date of obtaining the sanction plan as it is understood that time is the essence of this contract.

- 12) **UNIT**: shall mean any flats, shops, offices, car parking space, covered space having a covered area in the proposed building, which is capable of being exclusively owned, used and/or enjoyed by any Unit Owners for residential and/or commercial purpose and which is not the common portions.
- 13) **MAINTENANCE** : shall mean maintenance of the common facilities and shall be joint responsibilities of the flat owners but maintenance of internal facilities shall be borne by the respective flat owners.

PART- III

GENERAL TERMS

- 1) The Owners are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Premises and shall retain symbolic possession during the time of construction work as per sanctioned plan by the Kolkata Municipal Corporation with standard building materials.

- 2) The said premises is free from all encumbrances and the Owners have a marketable title in respect of the premise.
- 3) This Agreement will not be treated as a Partnership between the Owners and the Developer nor an agreement for sale of the said property by the Owners to the Developer. The Developer is given only a right to develop the said property as aforesaid.
- 4) The Developer is satisfied that the Owners is the full owners of the said property and that the said property is not subject to any mortgage, charge or any other encumbrances.
- 5) The Developer shall make necessary arrangement to obtain sanction of the building plan at its own costs and shall submit the final building plan to the Kolkata Municipal Corporation at its own cost and expenses.
- 6) The development of the said property by construction of building or buildings thereon shall be at the entire cost,

expenses and risks of the Developer. All buildings to be constructed on the said property and all dwelling units thereon will be in accordance with the plan sanctioned by the Kolkata Municipal Corporation.

- 7) The Owners shall at the request and costs of the Developer sign and execute from time to time the plans and other applications for lay outs, construction of the building and structures on the said property for getting sanction and approval from the Kolkata Municipal Corporation in the names of the owners but the Developer shall be responsible for obtaining such sanction/ permission etc as may be necessary for commencing and completing the construction as above and shall bear all fees, charges, expenses, required to be paid and deposited for this purpose.
- 8) That the Owners hereby undertake and agree to execute and register a Development Power of Attorney in favour of the Developer for smooth running of the construction work. All the consideration money shall be realized and appropriate by the Developer absolutely at its discretion

and the Owners shall have no claim whatsoever against the sale proceeds or any part of Developer's Allocation and to execute, sign and register such deed or deeds of Agreement for Sale and agreements in respect of the said flats, shops, offices and car parking spaces in developer's allocation. It shall be noted that the Developer will be allowed to sell the Developer's Allocation only after obtaining the Sanction Plan of the proposed building.

- 9) The Developer will construct the said G+III (Ground plus Three) storied building in accordance with the building sanctioned plan to be obtained from the office of the Kolkata Municipal Corporation at its sole risk and responsibility.
- 10) The Owners grant, subject to what has been hereunder provided an exclusive right to the developer to build and to exploit commercially the said plot of land and shall be able to construct the new building thereon in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation containing flats and car parking spaces

AYUSHMAN CONSTRUCTION

Avijit Das

Partner

Tharita Das

Partner

Promod Kumar Sen
Bijoy Kumar Sen.

and/or revised sanctioned plan and to sell the flats, offices, shops, units and car parking spaces in developer's allocation to prospective buyers at developer's choice subject to the social acceptability of intending buyers as residents of the building, except the Space, Units, Flats and car parking spaces and/or other such area allocated to Owners herein as specified in the "Owner's Allocation". The Developer, however, shall be entitled to obtain necessary advances from the prospective buyers in respect of Developer's allocated portion of the proposed building and shall be entitled to enter into the agreements with such buyers on the terms and conditions as they may think fit and proper.

PART- IV

OWNERS' RESPONSIBILITY AND OBLIGATIONS

- 1) The Owners hereby agrees and covenants with the Developer that during the continuance of the agreement the Owners shall not to cause any interference, hindrance, impediment or obstruction whatsoever in the construction or development of the said premises by the Developer

subject to fulfilling all the obligations and/or covenant, as mentioned herein by the Developer, the Owners agrees and covenant with the Developer that during the continuation of this Agreement, the Owners shall not let out, lease, mortgage or any other charges in respect of the said property specifically in the Developer's allocation thereof. Provided, however, the Owners shall have the full right and/or authority to deal with, let out, grant, transfer, lease, mortgage, charge of their own allocated portion in the proposed building to any person or persons, company or companies. The Developer, however, shall not have any right to let out, grant, transfer, lease, mortgage, charge the Owners' allocated portion in the proposed building. It is, however, made clear that for the purpose of dealing with the Developer's allocation in the proposed building and/or for the purpose of selling the Developer's allocated portion to the prospective purchaser or purchasers, the Developer shall strictly follow the provision of law.

- 2) The owners hereby declare and represent that the owners have good and absolute right, title and interest in the

Schedule-"A" property without any claim, right, title and interest of any other person or persons claiming under or interest for the owners and the property is free from all encumbrances, subject to the existing tenancies of the tenants situated therein and the owners have every authority to enter into this agreement with the Developer.

- 3) That the Owners doth hereby undertake to pay the municipal taxes and other taxes and outgoings upto date and make the *Schedule-'A'* mentioned property free from all taxes and liabilities upto the date of execution of this presents.
- 4) That on execution of this Agreement the owners simultaneously shall execute and register a Development Power of Attorney in favour of the Developer herein for smooth construction of the new G+III (Ground plus Three) storied building in accordance with building sanction plan to be obtained from the Kolkata Municipal Corporation in favour of the Developer, till completion of the project of construction of the new building as well as transfer and

AYUSHMAN CONSTRUCTION

Avijit Das
Partner

Pranab Kumar Sen
Bijoy Kumar Sen

Tharna Das
Partner

transaction in respect of Developer's allocation out of the *Schedule-'A'* property.

- 5) That the Owners doth hereby declare that the *Schedule-'A'* property is lying free of all charges, liens, hypothecation, litigation, acquisition or requisitions of any Government or local body and lying free from all encumbrances and the owners have good marketable title in the *Schedule-'A'* property and every right to execute this Agreement with the Developer.
- 6) The Owners hereby agree and covenant with the Developer not to do any act or deeds or things whereby the Developer may be prevented from selling, assigning and/or disposing of Developer's Allocation portion/property after giving the Owners' allocation in the new Building to the owners complete in all respects as above save and except the Developer may execute or entertain booking of Flat/s and other space/s etc with any intending Purchaser/s only in respect of the Developer's allocation.

- 7) The Owners hereby agree and covenant with the Developer not to grant lease, mortgage or create charges against the said property or any portion thereof without consent in writing of the Developer during the period of construction and tenure of this Agreement.
- 8) Upon completion and after giving owners' allocation of the new building, the Owners shall execute such Deed of Conveyance/s in respect of the undivided proportionate share on land in favour of the Developer or its nominee/s with respect of Developer's allocation as may be necessary.
- 9) The Owners shall be entitled only to deal with the Owners allocation at their discretion including entering into Agreement for Sale with Third Party etc. without any obstruction from the Developer.
- 10) That the Owners hereby state that in future, if any dispute arise relating to the title of the schedule property of the owners, the owners will be held liable and responsible to solve the same.

- 11) The Owners shall after execution of this Development Agreement have the right to keep all the original documents which includes title deed, chain deed and other related documents of *Schedule-'A'* property and produce them from time to time to the Developer when any new intending purchaser/s is interested in purchasing any unit from the Developer's allocation.
- 12) The Developer will be legally bound to return all the original title deed, chain deed and other related and necessary documents in respect of the *Schedule-'A'* property to the Owners upon completion of the Owner's Allocation after receiving Completion Certificate from the Kolkata Municipal Corporation.
- 13) The Owners shall have no right, claim or demand whatsoever after taking possession of their allocation. They will also be legally bound to refund and/or adjust the aforesaid security deposit amount of Rs. 10,10,000/-

(Rupees ten lakhs ten thousand) only to the Developer after taking possession of the said allocation.

PART-V

DEVELOPER'S REPRESENTATION

- 1) The Developer hereby confirms and represents that they have sufficient experience and financial strength and resources to meet all costs and expenses in constructing high rise building with several independent saleable units/flats. The Developer also confirms that they shall not create any charge or use the said property of the owners as security nor shall they will encumber the said property in any manner whatsoever for raising funds for constructing or completing construction of the proposed new building on the said property.
- 2) The Developer confirms and represents that they have necessary licenses, permission, registration issued by Kolkata Municipal Corporation or other authorities/bodies and shall obtain at its own costs and responsibility any other licenses, permissions, registrations from the relevant

authority/authorities as may be required or necessary for carrying out or completing construction of the proposed new building.

- 3) The owners do hereby grant exclusive contract to the Developer to built upon and to exploit commercially the said property and for construction of new building thereon at its own costs, expenses and responsibility as per Building Sanction Plan of the Kolkata Municipal Corporation with additional floors if any at the cost of Developer.
- 4) Nothing in these presents shall be constructed as a demise Agreement or Conveyance in law by the Owners of the said property and any part thereon to the Developer or has created any right, title or interest in favour of the Developer, save and excepts as herein expressly provided and also and exclusive contract to the Developer by virtue of the Agreement only to exploit commercially in the form of a multi-storied building complex in the terms hereof and to deal with the Developer's allocation in the new building.

5) The Developer shall provide shifting and/or shall pay a sum of Rs. 5,000/- (Rupees five thousand) only per month to the owner No. 1 herein towards shifting charges till handing over possession of the owners' allocation to the owner No. 1 and the Developer shall provide shifting and/or shall pay a sum of Rs. 3,000/- (Rupees three thousand) only per month to the owner No. 2 herein towards shifting charges till handing over possession of the owners' allocation to the owner No. 2.

6) That during the progress of construction of the proposed building, if any extra area is sanctioned by the Kolkata Municipal Corporation or any extra construction is done whatsoever, including shops area, **if any**, in such case such excess area will be added in both developer's and owner's allocation as per their respective share.

7) That the Developer hereby undertake to complete the construction of the new G+III (Ground plus Three) storied building within a period of 24 (twenty four) months from the date of Sanction Plan and if the developer fails to complete the same within the said stipulated period of time then a

further extension of 6 (six) months will be granted by the owners/landlords herein.

- 8) That before submitting the plan for sanction before the Kolkata Municipal Corporation, the Developer shall obtain approval of the Owners.
- 9) The Developer shall obtain the sanction plan from the relevant authority within 06 (six) months from the date of signing of this agreement.
- 10) That within 15 days from the date of obtaining the sanctioned plan from the Kolkata Municipal Corporation, the Developer shall furnish a copy of the same to the Owners and simultaneously it has been agreed between the parties that both the Owners and the Developer shall duly demarcate their respective allocations in the proposed building as mentioned hereto before by demarcating their respective portions with proper colour in the photo copy of the sanctioned plan and to be counter signed by the parties hereto.

PART-VI

CONSTRUCTION:

- 1) The Developer/Builder shall at its own costs raise and erect and construct a G+III (Ground plus Three) storied building complex as per Building Sanction Plan of the Kolkata Municipal Corporation utilizing the maximum total F.A.R. as granted by the Municipal Authority without any variation at the full responsibility and risk of the Developer/Builder and will further erect additional floors upon the same.
- 2) The Developer/Builder shall bear all costs of sanction and other incidentals and shall protect the said property at its own cost till completion of the project.
- 3) The Developer shall comply with all requirements of the Kolkata Municipal Corporation and other Local Authorities relating to the construction of the said Building upon the said property and shall obtain all necessary approval or approvals permission from the Authorities at its own cost and charges.

AYUSHMAN CONSTRUCTION

Avijit Das

Partner

Sharna Das

Partner

Pranabishu Sen

Bigyan Chandra Sen

- 4) All costs, charges and expenses, losses with regard to the property as well as project for construction from the date of execution of this presents, which may have to be paid and incurred and discharge shall be borne by the Developer and the Developer hereby agrees to keep the Owners indemnified against all actions, suits, proceedings, costs, charges and demand and claim whatsoever in respect of the project of construction thereof.
- 5) The Developer shall also install and provide such facilities that may be required to be provided according to the statute. Bye- laws and regulations of the Kolkata Municipal Corporation and/or any other Authority or Authorities.
- 6) The Developer is hereby authorized by the Owners to apply and avail or obtain in the names of the Owners Building Sanction Plan from the Kolkata Municipal Corporation and other Local Authorities, Temporary or Permanent Electricity Connection from CESC, WBSECB and/or any other inputs and facilities required for the construction of the Building.

All plans, applications, papers, documents shall be signed by the owners.

- 7) For any additions, alterations, modification or changes or deviations in the constructions of the New Building approval of the Kolkata Municipal Corporation and other Authorities as the case may be has to be obtained by the Developer at its cost and responsibility and shall regularize the construction of the Building.
- 8) The construction shall be completed by the Developer on or before 24 (twenty four) months from the date of Building Sanction Plan of the Kolkata Municipal Corporation for commencement of construction. In the event the construction work is not completed within the said period of 24 (twenty four) months from the date of sanction plan and an extension of 6 (six) months time will be provided to the Developer on mutual conversation and terms and conditions agreed thereon by the Developer and the owners/ landlords.

PART-VII

CONSIDERATION:

- 1) In consideration of the Developer having agreed to construct and erect and complete the said project on the said property and it is hereby agreed that the Developer shall have absolute Authority and full power and right to enter into any Agreement for Sale or otherwise with any person/persons under any terms and conditions in respect of the Developer's allocation with proportionate common areas except and other than the portions allocated for the Owners together with undivided proportionate share of the said property.

- 2) In consideration of the Owners having agreed to allow the Developer to develop the said property and to exploit commercially the same, the Developer shall allot and deliver to the owners the owners' allocation in respect of the said property together with proportionate undivided share in the said property as owner's allocation under the caption 'Definitions' as above and in *Schedule-'B'* below, the Developer shall sign execute and register at its costs and expenses all such deeds, documents, writings etc as may be necessary to fortify the owners' title and

possession in respect of the owners' allocation and shall issue letter of possession in favour of the owners.

PART-VIII

DEVELOPER'S OBLIGATIONS:

- 1) The Developer hereby agrees and covenants with Owners not to violate or contravenes any of the provisions or rules applicable for construction of the said building.
- 2) The Developer hereby agrees and covenant with the Owners to complete the construction of the new building within 24 (twenty four) months from the date of sanction plan and of the permission for commencement of construction of the Kolkata Municipal Corporation.
- 3) The Developer shall use standard proportion and quality of building materials for constructing the new building and the building shall be constructed, erected and completed by the Developer as per specifications provided in *Schedule 'D'* hereunder and the flats/units and common areas shall be provided with standard quality of materials, fixtures, fittings

and facilities. Under no circumstances the Developer shall be entitled to claim or demand any payment of any nature from the owners in respect of erection, construction and completion of the said owners' allocated portion.

- 4) If any problem, disturbances, dispute arise relating to the construction in that event the Developer is bound to solve those problems, disturbances, disputes amicably at their own discretion, costs and responsibility.
- 5) If the Developer violate any clause or conditions of the sanctioned plan or permission of this Agreement or does any deviation variation from the sanctioned plan in constructing the building on the said property, in that event Developer shall regularizes the said construction through the Kolkata Municipal Corporation or other authorities as may be necessary.
- 6) The Developer shall not be entitled to create any charge or mortgage or encumber any part of the aforesaid property

with any financial institution or bank nor shall fasten the Owners of the First Part for any financial liability.

- 7) The Developer shall be duty bound to complete the Owners' allocated portion in all respect including permanent domestic water and sewerage connection but the Flat/Unit Owners shall pay for individual electric meter connection for each Unit/Flat which shall be arranged by the Developer at an extra cost and make the same fully habitable for user as per law within the said 24 (twenty four) months from the date of obtaining sanction of building plan which unless prevented by Force Majeure reasons at the said premises without default or deviation, save and except for the reasons mentioned hereinabove. But if the Developer fails to complete the construction and handing over the Owners' allocation within the aforesaid stipulated time, in such case the aforesaid period shall be extended for a further period of six months and in case the Developer fails to complete the construction even within said extended period in such case the Developer shall be liable to pay compensation to the Owners till the date of handing over peaceful vacant

possession of the Owners' allocation in the new proposed building to the Owners by the Developer.

- 8) The Developer shall indemnify and keep indemnified the Owners against all loss, damages, costs, charges, expenses that may be incurred or suffered by the Owners on account of arising out of any breach of any of the terms of these presents or any laws, rules, regulations or due to any incident/accident or mishap during the progress of construction or due to any claim made by the Third Party in respect of such construction or otherwise howsoever till the date of possession to the Owners of their allocation.
- 9) The Developer shall also indemnify and keep indemnified the Owners for any expense towards penalty, damages, construction cost, litigation cost or any other cost associated to the development of the proposed building which shall not be the liability of owners in anyway but these expenses shall exclusively to be borne by the developer. In case of any litigation with prospective buyers then all legal expenses will be exclusively borne by

developer only. The Owners shall be liable to pay for litigations pertaining to the title of land only.

- 10) Subject to the force majeure, the Developer shall construct the new building within 24 (twenty four) months from the date of execution hereof and in case the Developer fails to complete the construction within the aforesaid stipulated time, in said case the, said period shall be extended for a further 06 (six) months.

PART-IX

MISCELLANEOUS:

- 1) That the Owners shall be entitled to transfer or otherwise deal with the Owners allocation in the said building at their own discretion.
- 2) That it is agreed that from the date of signing of this agreement the Developer shall pay and discharge all taxes and outgoings including municipal taxes that may be lived by any public body or authorities in respect of the said

property and the Developer shall indemnify or keep indemnified that owners from the Third Party claim.

- 3) That the owners shall be entitled to visit or inspect the construction work and to look in the progress of the construction of new G+III (Ground plus Three) storied building.
- 4) That all risk, responsibilities, liabilities shall be with the Developer viz the work of construction and allied nature of things and the land owners shall not be liable for such things or to any one including matters relating to direct taxes and dealing with the flat buyers.
- 5) That the Developer shall at liberty to advertise in the daily news paper for sale of the flat to be constructed on the said land and to put their banners on the land to employ Durwan, Care-taker for safety of the project to invite the application from the intending purchaser/s and to all the acts, deeds and things as may be necessary or negotiate with the intending buyers to prepare the necessary deeds of

AYUSHMAN CONSTRUCTION

Arijit D. S.

Partner

Sharna Dora

Partner

Pranabendra S.
Bijay Krishna Sen.

sale after collection of the payment from the buyers as per Agreement between themselves provided that the terms and conditions of such Agreement of Sale Deed do not effect any reasonable interest or right of the Owners relating to the possession the Owners' allocation PROVIDED THAT all costs and expenses incidental charges, to all at, deed and things shall be borne by the Developer or intending buyers.

- 6) All costs, taxes, charges and expenses including Architect's fees shall be discharged and paid by the Developer and the Owners shall not be responsible in this context.
- 7) The Owners shall be entitled to transfer or otherwise deal with the Owners' allocation in the building at their own discretion.
- 8) That the Flat of the Owners shall be completed as per specification attached herewith this Agreement but any additional work which are to be done at the Owners' allocation, the same would be informed to the Developer for

such additional works in writing and such extra work shall be charged separate by the Developer.

- 9) This original Joint Venture Agreement in respect of the said property shall be kept at the city office of the Developer or at the office of its agent and shall be open for inspection of the intending purchasers/banks.
- 10) As and when required, the Owners shall be bound to show all the original deeds of the said property to any intending purchasers/ banks.
- 11) That the Owners shall handover the photo copies of all the original Title Deeds and other connected papers to the Developer. The Owners shall be bound to return all the original title deed, chain deeds and other related and necessary documents in respect of the scheduled property to the Developer after handing over the possession of the Owners' Allocation and after receiving Completion Certificate from the Developer.

12) As soon as the Owners' allocation in the new building is completed, the Developer shall give written notice to the Owners requiring them to take possession of the Owners' allocation within 15 days from the date of such notice and in case of failure on the part of the Owners to take possession, the Developer will be entitled to deliver possession of its allocated portion to the prospective purchasers of the Developer's allocation in the proposed building.

13) The Developer had cleared the Kolkata Municipal Corporation taxes and recorded the Owners names as joint owners/assesses and for which had incurred a lump sum amount and the Developer had also mutated the Owners names in the record of the B.L.R.O. and for which had incurred all the expenses and as such the said total amount of Rs. 7,09,915/- (Rupees seven lakhs nine thousand nine hundred fifteen) only shall be adjusted from the owners' allocation and/or refunded by the owners herein, out of which the Owner No. 1 herein will pay a sum of Rs. 5,88,399/- (Rupees five lakhs eighty eight thousand three

hundred ninety nine) only and the Owner No. 2 herein will pay a sum of Rs. 1,21,516/- (Rupees one lakh twenty one thousand five hundred sixteen) only. Be it specifically mentioned here that the said sum Rs. 7,09,915/- (Rupees seven lakhs nine thousand nine hundred fifteen) only is apart from the amount Rs. 10,10,000/- (Rupees ten lakhs ten thousand) only as per Clause-4 of Part-I.

PART-X

FORCE MAJURE:

- 1) The Parties hereto shall not be considered to be liable for any obligations hereunder to the extent that the performance of the relative obligations is prevented by the existence of Force Majeure.
- 2) Force Majeure shall mean flood, earth-quake, riot, war, storm, tempest, civil commotion, strike, lock-out and/or any other act or commission beyond the control of the Parties hereto.

PART-XI

JURISDICTION:

The Courts of Kolkata and its subordinate Courts of South 24-Parganas at Alipore shall have the jurisdiction to entertain and determine all actions and proceedings arising out of these presents between the parties hereto.

(ARBITRATION)

- 1) All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the arbitration of a single and sole Arbitrator or any person nominated by the Owner herein and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996 and any amendments thereof. The Arbitrator shall have summary power. The Arbitrator shall have power to give interim awards and/or directions.
- 2) The parties hereto agree and covenant with each other that they have full trust and faith in the single and Sole Arbitrator be

nominated by the Owner and agrees not to challenge and/or dispute the same in any manner whatsoever or howsoever.

THE SCHEDULE-'A' ABOVE REFERRED TO:

(Description of the Entire Property to be developed)

ALL THAT piece and parcel of land measuring about 11 (eleven) Kataha 10 (ten) Chittacks 15 (fifteen) Square Feet be the same a little more or less, together with structure standing thereon, lying and situated at Mouza- Purba Barisha, J.L. No. 23, R.S. No. 43, Touzi No. 237 and 240, under L.R. Dag Nos. 983 and 974, L.R. Khatian Nos. 11555 and 11596, being K.M.C. Premises No. 610, Kailash Ghosh Road, Barisha, Post Office- Barisha, Police Station- Haridevpur (previously Thakurpukur), Kolkata- 700008, within the limits of the Kolkata Municipal Corporation, under Ward No. 123, having Assessee No. 411230909378, in the District of South 24-Parganas, together with all easement rights over the Road adjacent to the said Plot of Land excluding drain, including all rights, title, interest, shares and possession in respect of the said Plot of Land and the said property is butted and bounded in the manner as follows :-

Zone- Premises

- On the NORTH : By land of Usha Rani Pal;
- On the SOUTH : By 6' and 10' feet wide common passage;
- On the EAST : By land of Chandan Chatterjee and
Manik Majumder;
- On the WEST : By 14' feet wide Kailash Ghosh Road.

THE SCHEDULE-"B" ABOVE REFERRED TO

(Description of the Owners' Allocation)

ALL THAT piece and parcel of 200 (two hundred) Square Feet of covered area on the Ground Floor for the Owner No. 1; 2 (two) Covered Car Parking space on the Ground Floor each measuring about 135 (one hundred thirty five) Square Feet more or less, out of which one Car Parking space for the Owner No. 1 and another Car Parking space for Owner No. 2 (be it specifically mentioned here that for aforesaid Car Parking space the owner No. 2 will pay a sum of Rs. 2,50,000/- only to the Developer) and 36% (thirty six percent) from First Floor to Top Floor, out of the total constructed area available in the said newly constructed G+III (Ground plus Three) storied building to be constructed as per building plan to be sanctioned regularized/ altered by the Kolkata Municipal Corporation together with the common service areas, amenities and facilities of the proposed

building together with proportionate undivided share of land with the right to the remaining constructed area constructed building on the *Schedule "A"* property, together with all right, title, interest and right of easement attached thereto forming out of the *Schedule-'A'* property.

THE SCHEDULE-"C" ABOVE REFERRED TO

(Description of the Developer's Allocation)

ALL THAT piece and parcel of Entire Ground Floor (save and except 200 Square Feet and 2 Car Parking spaces of owners) and the entire remaining 64% (sixty four percent) from First Floor to Top Floor, out of the total constructed area available in the said newly constructed G+III (Ground plus Three) storied building to be constructed in accordance with the Building Sanctioned (revised and/or altered) Plan to be obtained from the office of the Kolkata Municipal Corporation, with all specification and fixtures and fittings, together with undivided or proportionate share in the land and building on the Scheduled A property together with all rights, title, interests and right of easements attached thereto, forming out of the *Schedule A* property.

THE SCHEDULE-"D" ABOVE REFERRED TO**(Works Specification)**

STRUCTURE :	R.C.C. framed structure on pile foundation with brick walls (external and internal) as per drawing and design of the Architect.
BRICK WALL :	All exterior and interior walls shall be of quality bricks approved by developer's Engineer. The internal walls will be 5" thick and outside walls will be 8" thick.
FLOORING AND SKIRTING :	Bed rooms, Living cum Dining Room and Balcony tiles flooring 2/2 feet, and Kitchen will be finished with Floor, Tiles wherever applicable. Entrance lobby, the all around open space will be finished with tiles/marble.
STEEL/CEMENT/ SAND/STONE CHIPS/ BRICKS:	Standard and specified quality available in the market.
KITCHEN :	R.C.C. Cooking Platform with 2.5ft height glaze tiles and Black stone top/Granite of the platform. One black stone or Stainless Steel sink be provided with one tap on the sink and another tap under the sink portion.

Bath Room and Toilets, Toilet fittings :	Flooring – Tiles, Wall paneling with glazed Tiles. Toilet will have Western Commode (while) with cistern, one wash basin-white, with tap and shower and one hot and cold mixture as applicable. One pedestal basin will be provided in the dining space. Jaquar/ESCO or Hindware quality sanitary ware and CP fittings will be provided.
Doors :	Commercial Flush Door at inside and main door, PVC doors in Toilets.
Window :	Mild Steel grill, Aluminum window sliding with glass fitting.
Electrical works :	Concealed PVC wiring and complete with distribution board, sub-distribution board, Auto Circuit board, . Switch board with modern switches and plug of 5 and 15 Amps for normal and sufficient numbers of points of utility.
Electric meter :	The developer will arrange electric meter for common services at the proportionate cost of the flat owners.
Walls finish :	All internal walls with Plaster of Paris. External walls normal plaster with weather coat based

	painting. Toilet wall finish with glazed tiles upto door height.
Water Supply :	Overhead reservoir will be provided at top of the building as per design. Suitable electric pump will be installed at ground floor to deliver water to overhead reservoir to ensure round the clock water supply. Underground reservoir will be provided to preserve Corporation water supply. KMC water supply till underground reservoir be arranged by the Developer provided the cost of Water permission from KMC be borne by the Flat owners.
Sewerage and drainage :	Septic tank of suitable size, soil link, and outlets from toilets along with catch pits for collecting rain water and water from kitchen shall be provided. Wherever necessary both soil and rain water lines shall be connected to K.M.C. Sewer/ Drainage lines. All internal pipelines will be concealed type.
Roof :	Over the R.C.C. roof slab concrete screening with water proofing compound and net cement finish on top. 3'-0" height parapet wall plastered on

	both sides shall be provided all round the roof slab. Suitable rain water pipe for proper drainage of water from roof will be provided.
Compound :	Compound will be paved wherever required and shall be bounded with wall all around.

THE SCHEDULE -"E" ABOVE REFERRED TO

(Common areas and installations)

- 1) The foundation, columns, girders, beams supports, main wall, corridors, lobbies, stairs, stairways, roof, landings, entrances, exits, pathways of the buildings and the said property.
- 2) Boundary walls and main gate of the said property.
- 3) Drainage and sewerage lines and other installations for the same (except only those installed within the exclusive area of any flat/unit/space).
- 4) Office room and caretaker's room on the ground floor.

- 5) Common bath and privy at the ground floor for use of caretaker, drivers, maintenance staffs of the said property.
- 6) Lift entrance and exit of the lift, lift landings on all floors. Lifts, its equipments and installations, life well, machine room etc.
- 7) Electric substation and electrical wiring and other fittings (excluding only those installed with the exclusive area of any flat/unit/space).
- 8) Water pumps and motors with installations and room thereof.
- 9) Overhead and underground water reservoirs together with all common plumbing installations for carriage of water (save only those exclusively within for the exclusive use of any flat/unit/space).
- 10) Electrical Meter room/space, power/capacity, its equipments and installations and rooms/space therefore.

- 11) Such other common parts, areas, equipment, installations, fittings, fixtures and spaces in or about the land and the building as may be necessary for passage to and/or user the common by the co-owners.

THE SCHEDULE "F" ABOVE REFERRED TO

(Future Common Expenses for all the Flat Owners in the proposed building)

- 1) The proportionate expenses of maintaining, repairing, re-decorating etc of new building structure and rain water pipe, sanitary pipes, gas pipes and electrical pipes, wiring and installations in under or upon the building and enjoyed or used by the purchaser in common with the other Owners/ occupiers of other flat, and main entrance, passages, landing and stair cases of the building as enjoyed by the purchaser or user by the purchaser in the common with the other flat Owners and boundary walls of the building area.

- 2) The proportionate costs of cleaning and lighting of the landings, staircases, and other parts of the building as enjoyed by the purchasers in common as aforesaid.
- 3) The proportionate cost of Sweeper, mason, electrician, pump operator etc if applicable.
- 4) The proportionate capital or recurring expenditure for replacement and/or repairing of any common area and facilities and amenities.
- 5) The proportionate cost for any capital or recurring expenditure for replacement and/ or repairing of such common utilities such as underground reservoir, over head tank, pump and pump room and other equipments what so ever which are or may be installed or situated in the common part and common portion of the building.
- 6) The proportionate costs for such other expenses as deemed necessary by the association for maintenance and up keep of the building and/or general common area and facilities.

IN WITNESSES WHEREOF the **PARTIES** hereunto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

By the Parties at Kolkata

In the presence of :

WITNESSES:

1) Michael Sardar
Shipara - v.e. Sarani -
KOL-08-

Bijay Krishna Sen.

Pranabveishna Sen

Signature Of The **LANDOWNERS/
FIRST PARTIES**

2) Mairak Ghosh
59/P, Dakshinpara Rd,
Sunny Park, KOL-63
Mairak Ghosh

AYUSHMAN CONSTRUCTION

Arijit D M
Partner

Tharna Dora
Partner

Drafted by me & prepared
in my office :

Signature Of The **DEVELOPER/
SECOND PARTY**

Deepraj Mukherjee
{ Deepraj Mukherjee }
Advocate

Enrolment No. F/1065/869/2016
Alipore Judges' Court,
Kolkata-700 027

Computer Print by me :

A. Chowdhury
{ ABHISHEK CHOWDHARY }
Alipore Judges' Court, KOL-27

MEMO OF REFUNDABLE/ADJUSTABLE MONEY

RECEIVED of and from the within named Developer the within mentioned sum of Rs. 10,10,000/- (Rupees ten lakhs ten thousand) only as an advance refundable security deposit in the manner as follows :-

MEMO

- | | |
|--|----------------|
| i) By Cheque No. 136661, dated 30.08.2021
drawn on P.N.B. James Long Sarani Branch, | Rs. 2,10,000/- |
| ii) By Cheque No. 951952, dated 13.12.2021
drawn on P.N.B. James Long Sarani Branch, | Rs. 1,00,000/- |
| iii) By Cheque No. 951958, dated 27.12.2021
drawn on P.N.B. James Long Sarani Branch, | Rs. 1,00,000/- |
| vi) By Cheque No. 951993, dated 03.07.22
drawn on P.N.B. James Long Sarani Branch, | Rs. 5,00,000/- |
| v) By Cheque No. 952021, dated 26.10.22
drawn on P.N.B. James Long Sarani Branch, | Rs. 1,00,000/- |

Total **Rs. 10,10,000/-**

(Rupees ten lakhs ten thousand) only

WITNESSES :-

1) Muhammad Saidat -
Shilpara, V. S. Sareani -
Wt. 08.

Bijay Krishna Sen,

Prantik Biswa Sen

Signature Of The **LANDOWNERS/**
FIRST PARTIES

2) Maitrakishor
59/P, Dakshinpara Rd,
Sunnyfar, Kol - 700063

Maitrakishor



	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name : PRANKRISHNA SEN

Signature Prankrishna Sen



	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name : BIJOY KRISHNA SEN

Signature Bijoy Krishna Sen



	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name ARJIT DAS

Signature Arjit Das



	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name : JHARNA DAS

Signature Jharna Das

	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name :

Signature

	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature



ভারতীয় বৈশিষ্ট্য পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India
Government of India

ভালিকাভুক্তির আই ডি / Enrollment No.: 1040/20128/06176

To
শ্রীপ্রসন্ন মুখার্জী
Deoproj Mukherjee
23 SANTOSH ROY ROAD
BARISHA
Purba Barisha
Barisha
South Twenty Four Parganas
West Bengal 700008

24783196



MN247831960FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

5569 6859 3665

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India



শ্রীপ্রসন্ন মুখার্জী
Deoproj Mukherjee
পিতা : কৃষ্ণ গোপাল মুখার্জী
Father : KRISHNA GOPAL MUKHERJEE
জন্ম বার্ষিক / Year of Birth : 1992
পুরুষ / Male



5569 6859 3665

আধার - সাধারণ মানুষের অধিকার

Deoproj Mukherjee

Major Information of the Deed

Deed No :	I-1603-12447/2023	Date of Registration	16/08/2023
Query No / Year	1603-2002000081/2023	Office where deed is registered	
Query Date	04/08/2023 7:56:51 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Debsankar Roy Alipore Judges Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9831521387, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,10,000/-]	
Set Forth value		Market Value	
		Rs. 57,69,715/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 7,021/- (Article:48(g))		Rs. 10,521/- (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:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kailash Ghosh Road, , Premises No: 610, , Ward No: 123 Pin Code : 700008

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	11 Katha 10 Chatak 15 Sq Ft		56,34,715/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,
Grand Total :				19.2156Dec	0 /-	56,34,715 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	0/-	1,35,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
	Total :	500 sq ft	0 /-	1,35,000 /-	







Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Bijoy Krishna Sen Son of Kamales Sen Executed by: Self, Date of Execution: 16/08/2023 , Admitted by: Self, Date of Admission: 16/08/2023 ,Place : Office	Photo 	Finger Print 	Signature 
		16/08/2023	LTI 16/08/2023	16/08/2023
9, Kallash Ghosh Road, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South24-Parganas, West Bengal, India, PIN:- 700008 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AYxxxxxx9P, Aadhaar No: 91xxxxxxxxx2954, Status :Individual, Executed by: Self, Date of Execution: 16/08/2023 , Admitted by: Self, Date of Admission: 16/08/2023 ,Place : Office				
2	Name Mr Prankrishna Sen Son of Kamales Sen Executed by: Self, Date of Execution: 16/08/2023 , Admitted by: Self, Date of Admission: 16/08/2023 ,Place : Office	Photo 	Finger Print 	Signature 
		16/08/2023	LTI 16/08/2023	16/08/2023
255/A/1, Prasanta Roy Road, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South24-Parganas, West Bengal, India, PIN:- 700008 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AXxxxxxx9J, Aadhaar No: 56xxxxxxxxx3444, Status :Individual, Executed by: Self, Date of Execution: 16/08/2023 , Admitted by: Self, Date of Admission: 16/08/2023 ,Place : Office				



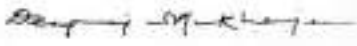
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Ayushman Construction 331, Vidyasagar Sarani, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 , PAN No.:: ABxxxxxx3M,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 Avijit Das (Presentant) Son of Late Biswanath Das Date of Execution - 16/08/2023, , Admitted by: Self, Date of Admission: 16/08/2023, Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
	Aug 16 2023 11:15AM LTI 16/08/2023			16/08/2023
	4/1, Vidyasagar Sarani, Notun Pally Bazar, Sarder Para, Purba Barisha, City:- , P.O:- Barisha, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: BCxxxxxx8M, Aadhaar No: 59xxxxxxxx4438 Status : Representative, Representative of : Ayushman Construction (as PARTNER)			
2	Name Mrs Jharna Das Wife of Mr Avijit Das Date of Execution - 16/08/2023, , Admitted by: Self, Date of Admission: 16/08/2023, Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
	Aug 16 2023 11:16AM LTI 16/08/2023			16/08/2023
	4/1, Vidyasagar Sarani, Notun Pally Bazar, Sader Para, Purba Barisha, City:- , P.O:- Barisha, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: CCxxxxxx5R, Aadhaar No: 43xxxxxxxx8294 Status : Representative, Representative of : Ayushman Construction (as PARTNER)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Deepraj Mukherjee Son of Mr Krishna Gopal Mukherjee 23, Santosh Roy Road, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008			
	16/08/2023	16/08/2023	16/08/2023
Identifier Of Mr Bijoy Krishna Sen, Mr Prankrishna Sen, Mr Avijit Das, Mrs Jharna Das			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Bijoy Krishna Sen	Ayushman Construction-9.60781 Dec
2	Mr Prankrishna Sen	Ayushman Construction-9.60781 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Bijoy Krishna Sen	Ayushman Construction-250.00000000 Sq Ft
2	Mr Prankrishna Sen	Ayushman Construction-250.00000000 Sq Ft

On 16-08-2023

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 10:58 hrs on 16-08-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr Avijit 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 57,69,715/-

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

Execution is admitted on 16/08/2023 by 1. Mr Bijoy Krishna Sen, Son of Kamales Sen, 9, Kailash Ghosh Road, P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession Service, 2. Mr Prankrishna Sen, Son of Kamales Sen, 255/A/1, Prasanta Roy Road, P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession Service

Indetified by Mr Deepraj Mukherjee, , , Son of Mr Krishna Gopal Mukherjee, 23, Santosh Roy 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 16-08-2023 by Mr Avijit Das, PARTNER, Ayushman Construction (Partnership Firm), 331, Vidyasagar Sarani, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008

Indetified by Mr Deepraj Mukherjee, , , Son of Mr Krishna Gopal Mukherjee, 23, Santosh Roy Road, P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by profession Advocate

Execution is admitted on 16-08-2023 by Mrs Jhama Das, PARTNER, Ayushman Construction (Partnership Firm), 331, Vidyasagar Sarani, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008

Indetified by Mr Deepraj Mukherjee, , , Son of Mr Krishna Gopal Mukherjee, 23, Santosh Roy 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 10,153.00/- (B = Rs 10,100.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 10,521/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/08/2023 6:52PM with Govt. Ref. No: 192023240170759738 on 15-08-2023, Amount Rs: 10,521/-, Bank: SBI EPay (SBlePay), Ref. No. 4081737807526 on 15-08-2023, Head of Account 0030-03-104-001-16

11