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भारतीय गैर न्यायिक

भारत

पचास रुपये रु.50

FIFTY RUPEES Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL AM 184856

B-1726826

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

District Sub-Registrar-II
Alipore, South 24-Parganas

05 JUL 2024

THIS DEVELOPMENT AGREEMENT made on the 5th day of July Two Thousand Twenty-Four

BETWEEN

(1) ***MRS. MITRA DATTA*** **(PAN: BZKPM3873P, AADHAR: 209097306624)**, Wife of Mr. Amal Datta, by faith - Hindu, by occupation: Social Worker, by Nationality Indian, residing at 150, Bakul Bagan Road,

M. Dutta
Manju Dutta

- 2 JUL 2024

No: 328 Date: Rs 1.00

Name:

Address:

Vendor - Washim Gazi
Alipore Judges Court
Kolkata-700 027

S. Dasgupta
Advocate
Alipore Judge's Court
Kolkata-27

Signature of Vendor

- 2 JUL 2024

District Sub-Registrar-II, Alipore
South 24 Parganas

Subhasis Das Gupta
S/o Late B. M. Das Gupta
Alipore Judges Court
Kol. 27

District Sub Registrar-II
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Police Station: . Bhowanipore, Post office: Bhowanipore , Kolkata: 700 025,

(2) ***MRS. MANJU DATTA*** **(PAN: APSP0215P, AADHAR: 595747201987)**, Wife of Mr. Asish Datta, by faith: Hindy, by occupation: Housewife, by Nationality Indian, residing at 107, Southern Avenue, 6F, "Avenue House", Police Station: Rabindra Sarobar Post office:, Sarat Bose Road , Kolkata:700 029, hereinafter collectively referred to as the "***O W N E R S***" (which expression shall unless excluded by or repugnant be deemed to mean and include their heirs, legal representatives, successors-in-interest, executors and assigns) of the ***ONE PART***

A N D

SORAJEET DEVELOPERS LLP (PAN: AEOFS7488C, LLPIN: AAZ-3773), an LLP registered under Limited liability partnership act 2008 having its registered office at 61A, Sardar Sankar Road, Post office : Sarat Bose Road, Police Station Tollygunge, Kolkata 700029 duly authorized and represented by its Partners 1.**SRI RAJESH KUMAR JHAJHARIA (PAN: ACWPJ3828K**, **AADHAR: 646962065452)**, son of Late S.M. Jhajharia, having by religion: Hindu, by occupation Business, by Nationality: Indian of

M. Datta
Manju Dutta

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61A, Sardar Sankar Road, Post office: Sarat Bose road. Police Station Tollygunge, Kolkata 700029 2. **SRI NAWNEET SODHANI (PAN: AUAPS2409P, AADHAR: 602203668874)** son of Sri Hiralal Sodhani of Poddar Court, 18, Rabindra Sarani, 5th floor, Gate No. 03, Post Office - G.P.O. Police Station- Hare Street, Kolkata - 700 001 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 its successors-in-interest, assigns, and nominees) of the **OTHER PART.**

WHEREAS Mukul Kumar Basu, son of Sri Dhirendra Nath Basu of P-93, Lake Road, Ballygunge, P.S. Tollygunge, Dist. 24 Parganas, purchased from 1) Sri Sailendra Nath Gupta. 2) Sri Biswanath Gupta, 3) Sri Debendra Nath Gupta, and 4) Sri Sachindra Nath Gupta, all sons of the late Bijay Lal

Manju Dutta M. Dutta

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WHEREAS OWNERS

Gupta, of ***ALL THAT*** the piece or parcel of land measuring an area of about 4 Cottahs 3 Chittaks, be the same a little more or less comprised in Division-6, Sub-Division-S, in Dihi Panchana Gram of Mouza: Chakraberia together with three storied brick-built residential buildings standing thereon, together with all easement, privileges, rights, titles, interest, possession, and profits whatsoever therein. lying situated at and being premises no. 150, Bakul Bagan Road now known as Raj Sekhar Bose Sarani,, within Police Station: Bhawanipur, Kolkata 700025 within the municipal limits of the Kolkata Municipal Corporation in its Ward No. 72, in the District of South 24: Parganas by a registered Deed of conveyance executed in the year 1943 and duly registered in the office of Sub-Registrar at Alipore and recorded in its Book No.1, Volume No. I, at Pages 164 to 172, Being No.274 for the year 1943

AND WHEREAS be it mentioned that the measurement of the land as written in the aforesaid land records is 4 Cottahs 3 Chittaks, be the same a little more or less. However, in actual measurement, the area of the land is found to be 4 Cottahs 6 Chittaks, be the same a little more or less.

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AND WHEREAS said Mukul Kumar Basu also possessed 6 Chittaks of land comprised in Division-6, Sub-Division-S, in Dihi Panchana Gram of Mouza: Chakraberia adjacent to the property at Premises No. 150, Bakul Bagan Road, now known as Raj Sekhar Bose Sarani, within Police Station: Bhawanipur, Kolkata 700025. This is within the municipal limits of the Kolkata Municipal Corporation in its Ward No. 22, in the District of 24 Parganas, now South 24 Parganas. The aforesaid land has been mutated in the records of the Kolkata Municipal Corporation and is now known and numbered as Premises No. 150/1, Bakul Bagan Road, within Police Station: Bhawanipur, Kolkata 700025, within the municipal limits of the Kolkata Municipal Corporation in its Ward No. 72, in the District of 24 Parganas, now South 24 Parganas.

AND WHEREAS by purchase and possessory right , the said Mukul Kumar Basu remained in uninterrupted possession of the aforesaid two properties and enjoyed the said property as the absolute owner. The property is located at Premises No. 150, Bakul Bagan Road, now known as Raj Sekhar Bose Sarani, and 150/1, Bakul Bagan Road, now known as Raj Sekhar Bose

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Sarani, within Police Station: Bhawanipur, Kolkata 700025. Both properties are within the municipal limits of the Kolkata Municipal Corporation, in its Ward No. 22, in the District of South 24 Parganas. The properties were possessed free from all encumbrances.

AND WHEREAS Sri Dhirendra Nath Basu, son of Late Bhut Nath Basu, the father of the said Mukul Kumar Basu, by a registered will executed and registered in the office of The Joint Sub-Registrar of Assurances of Alipur at Behala, and recorded in its Book No. III, Volume No. I, at Pages 32 to 40, being No. 4 for the year 1947, also confirmed the ownership of the said Mukul Kumar Basu at Premises No. 150, Bakul Bagan Road, now known as Raj Sekhar Bose Sarani, and 150/1, Bakul Bagan Road, now known as Raj Sekhar Bose Sarani, within Police Station: Bhawanipur, Kolkata 700025. Both properties are within the municipal limits of Kolkata, in its Ward No. 72,

AND WHEREAS during the uninterrupted and peaceful enjoyment, occupation, and possession of the aforesaid properties, the said Mukul Kumar Basu died intestate on March 25, 1991, leaving behind him.

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surviving his widow, Rama Rani Basu, and said only daughter, Smt. Bishnupriya Talukdar, as his only legal heir, successor, and/or legal representative.

AND WHEREAS on the death of said Mukul Kumar Basu, his wife and daughter, namely Rama Rani Basu, and, Smt. Bishnupriya Talukdar, thus became the sole and absolute owners of the property at Premises No. 150, Bakul Bagan Road, now known as Raj Sekhar Bose Sarani, and 150/1, Bakul Bagan Road, now known as Raj Sekhar Bose Sarani, within Police Station: Bhawanipur, Kolkata 700025. Both properties are within the municipal limits of Kolkata, in Ward No. 72.

AND WHEREAS the said Rama Rani Basu died intestate on March 7, 1996, leaving behind him. surviving her only daughter, Smt. Bishnupriya Talukdar, as her only legal heir, successor, and/or legal representative.

AND WHEREAS on the death of said Rama Rani Basu, the said Smt. Bishnupriya Talukdar, thus became the sole and absolute owner of the property at Premises No. 150, Bakul Bagan Road, now known as Raj Sekhar Bose Sarani, and 150/1, Bakul Bagan Road, now known as Raj Sekhar Bose

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Sarani, within Police Station: Bhawanipur, Kolkata 700025. Both properties are within the municipal limits of Kolkata, in Ward No. 72

AND WHEREAS Smt. Bishnupriya Talukdar was enjoying and possesses the aforesaid property at Premises No. 150, Bakul Bagan Road, now known as Raj Sekhar Bose Sarani, and 150/1, Bakul Bagan Road, now known as Raj Sekhar Bose Sarani, within Police Station: Bhawanipur, Kolkata 700025. Both properties are within the municipal limits of Kolkata, in Ward No. 72 as the absolute owner thereof free from all encumbrances, charges, liens, attachments etc

AND WHEREAS on 27.09 2003 the said Smt. Bishnupriya Talukdar wife of Amit Talukdar sold, transferred and conveyed to Mrs. Mitra Datta, Wife of Mr. Amal Datta, and Mrs. Manju Datta, Wife of Mr. Asish Datta of ***ALL THAT*** the specifically demarcated and bounded land containing an area of 4 Cottachs 6 Chittaks more or less comprised in Division-6, Sub-Division-S, in Dihi Panchana Gram of Mouza: Chakraberia together with three storied building standing thereon lying situate at and being Premises No.150, Bakul Bagan Road now known as RAJ SEKHAR BOSE SARANI, Police Station:

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Bhowanipur, Kolkata: 700 025 within the limits of the Kolkata Municipal Corporation in its ward no 72 with all easementary right attached thereto more fully and particularly described in the Schedule A of the said deed and also purchase ***ALL THAT*** the land measuring an area of 6 Chittaks more or less comprised in Division-6, Sub-Division-S, in Dihi Panchana Gram of Mouza: Chakraberia together with structure standing thereon lying situate at and being Premises No. 150/1, Bakul Bagan Road, now known as Raj Sekhar Bose Sarani, within Police Station: Bhawanipur, Kolkata 700025. This is within the municipal limits of the Kolkata Municipal Corporation in its Ward No. 72, in the District of 24 Parganas, now South 24 Parganas with all easementary right attached thereto more fully and particularly described in Schedule B of the said deed. The said deed was registered in the office of the Additional District Sub Registrar at Alipore recorded in Book No 1, Volume No 228 at Pages 119 to 138, Being No 3248 for the year 2005. ***AND WHEREAS*** thus the owners herein, since from their predecessor, are in actual physical uninterrupted possession and enjoyment of ***ALL THAT*** specifically demarcated and bounded land containing an area of 4 Cottahs 12

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Chittaks more or less, together with the building standing thereon, lying, situated at and being Premises Nos. 150 and 150/1, RAJ SEKHAR BOSE SARANI, Police Station: Bhowanipur, Kolkata: 700 025, within the limits of the Kolkata Municipal Corporation in its ward no. 72, with all easementary rights attached thereto, more fully and particularly described in the First Schedule hereunder written.

AND WHEREAS after purchase, both properties are mutated in the names of the owners in the record of the Kolkata Municipal Corporation lying situated at and being Premises No. 150 and 150/1, RAJ SEKHAR BOSE SARANI, Police Station: Bhowanipur, Kolkata: 700 025 within the limits of the Kolkata Municipal Corporation in its ward no. 72, having Assessee Nos. 110723401495 and 110723401501 respectively.

AND WHEREAS at present said Mrs. Mitra Datta, Wife of Mr. Amal Datta, and Mrs. Manju Datta, Wife of Mr. Asish Datta are the Owners of ***ALL THAT*** the specifically demarcated and bounded land containing an area of 4 Cottachs 6 Chittaks more or less together with Three storied building standing thereon lying situate at and being Premises No.150, RAJ SEKHAR

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BOSE SARANI, Police Station: Bhowanipur, Kolkata: 700 025 within the limits of the Kolkata Municipal Corporation in its ward no 72 with all easementary right attached thereto more fully and particularly described in the Part - I First Schedule property and ***ALL THAT*** the land measuring an area of 6 Chittaks more or less comprised in Division-6, Sub-Division-S, in Dihi Panchana Gram of Mouza: Chakraberia lying situate at and being Premises No. 150/1, Raj Sekhar Bose Sarani, within Police Station: Bhawanipur, Kolkata 700025. more fully and particularly described in Part-II of the First Schedule hereunder written.

AND WHEREAS the said owners have no experience, capacity, or technical knowledge to raise such a building on the premises more fully and particularly described in the First Schedule hereunder, and as such, they are looking for a developer who would agree to construct a building on the said land and invest funds for the said development project and completion of the said building on the terms and conditions to be negotiated between the said owners and the developer herein.

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AND WHEREAS the Developer has come forward and agreed/affirmed to collaborate with owners in the matter of construction of the said building on the said property on the terms and conditions that were agreed and settled between the owners herein and Developer herein now recorded in writing and are set forth and mentioned hereinafter, which both parties found acceptable to themselves.

AND WHEREAS during the course of the negotiation of an agreement for Development, the Owners have represented the Developer as follows: -

a) The Owners are the sole and absolute joint owners of All THAT the Premises more fully described in the of the First Schedule hereto (hereinafter called "the Premises') and that the Premises is free from all encumbrances and /or alienation whatsoever;

b) There are some commercial tenants and some residential tenants in the said premises. The commercial tenants will be rehabilitated by both the Owners and the Developer from its allocation in a 45:55 ratio. The residential tenants will be rehabilitated by the Developers only from its allocation. All the incomings from the demolition of the existing building(s) at the said

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premises will be taken by the Developers. It is hereby duty of the Developer that to inspect and for searching these from various statutory Departments and Court responding to the subject property duly satisfied fully regarding the title of the property and there is no encumbrance. Hence, the Development Agreement prepared and executed.

c) There are no suits and/or proceedings and/or litigations pending in respect of the Premises or any part thereof;

d) The right title and interest of the Owners in the Premises is free from all encumbrances and/or alienation whatsoever and the Owners have a good and marketable title thereto;

e) No part of the Premises has been or is liable to be acquired under the Urban Land (Ceiling and Regulation) Act, 1976, and/ or under any other law and no proceedings have been initiated or are pending in respect thereof;

f) The Premises nor any part thereof is at present not affected by requisition or any assignment of any authority or authorities under any law and/or otherwise nor any notice or nomination about any such proceedings has been received or come to the notice of the Owners;

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g) Neither the Premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of law or due to income tax, revenue, or any other public demand,

h) The Owners have not in any way dealt with the Premises whereby the rights title and interest of the Owner as to the Ownership, use development, and enjoyment thereof, is or may be affected in any manner whatsoever;

i) All outgoings in respect of the Premises have been paid by the Owners up to date and if any previous or further dues arise till the date of handing over of possession of the owners allocation the same shall be borne and paid by the developer;

j) There is no statutory, judicial /or quasi-judicial, and/or departmental order and/or restrictions that may prevent the Owners from entering into this agreement and/or transferring the open and/or covered area in the project other than the Owners' area to the Developer and/or to the nominee/s of the developer free all encumbrances whatsoever;

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k) The Owners shall have no difficulty in obtaining Income Tax Clearance Certificate, if required, and/or any permission for the completion of the transfer of the open and/or covered area in the Project other than the Owners area to the Developer and/or its nominees and/or otherwise in fulfilling their other obligations hereunder;

l) The Owners is fully and sufficiently entitled to enter into Agreement with the Developer;

m) The representations and declaration of the Owners mentioned hereinabove (hereafter called the Said Representations) are true and correct;

n) The Owners also have confirmed that after due approval of the building plan by the owners if any additional floor i.e over and above the G+ IV storied will be sanctioned KMC in that case the aforesaid additional area will be distributed in the ratio of 35 : 65. The Owners are entitled to 35% sanction area on and the over additional sanction area and the Developer are entitled to 65% sanction area on and the over additional sanction area.

o) Save and except the Owners herein is/was no other Co sharers of the First Schedule property.

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NOW THIS AGREEMENT WITNESSETH and the parties bind themselves on the following terms and conditions: -

DEFINITION:

The terms in these presents should, unless they be contrary or repugnant to the context, mean and include the following:-

A. Developer: shall mean **SORAJEET DEVELOPERS LLP (PAN: AEOFS7488C, LLPIN: AAZ-3773),** an LLP registered under Limited Liability Partnership Act 2008 having its registered office at 61A, Sardar Sankar Road, Post office: Sarat Bose Road, S.O Police Station Tollygunge, Kolkata 700029 duly authorized and represented by its Partners 1.**SRI RAJESH KUMAR JHAJHARIA (PAN: ACWPJ3828K, AADHAR: 646962065452)**, son of Late S.M. Jhajharia, having by religion : Hindu, by occupation Business, by Nationality : Indian of 61A, Sardar Sankar Road, Post office : Sarat Bose road. Police Station Tollygunge, Kolkata 700029 2. **SRI NAWNEET SODHANI (PAN: AUAPS2409P, AADHAR: 602203668874)** son of Sri Hiralal Sodhani of Poddar Court, 18, Rabindra Sarani, 5th floor, Gate No. 03, Post Office - G.P.O. Police Station- Hare

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Street, Kolkata - 700 001 3. ***SRI SOHAN KUMAR KOTRIWAL*** **(PAN: AEHPK4614B, AADHAR: 660744951417)** son of Basudeo Prasad Kotriwal , by religion: Hindu, by occupation Business, by Nationality: Indian, Post office: New Alipore. Police Station New Alipore Kolkata: 700053.

B. Architect: shall mean such architect or firm of architects whom the Developer may from time to time, appoint as the Architect for the New building at the Developer's cost;

C. Car Park: shall mean the open and/or covered Car Parking Space on the ground floor of the new Building or the ground level of the Premises.

D. Co-Owner: shall mean any person who acquires holds and/or owns any undivided share or interest in the land at the Premises and get their respective Units constructed through the Developer and shall include the Owners and the Developer for the Units held by them, from time to time.

E. Corporation: shall mean the Kolkata Municipal Corporation and shall include the Kolkata Metropolitan Development Authority and other

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concerned authorities which may recommence, comment upon, approve and/or sanction the plans;

F. Common Expenses: shall mean include all expenses to be incurred by the Co-Owner for the management and maintenance of the new building and the Premises including the expenses in Part II of the 3rd Schedule hereto;

G. Common Portions: shall mean all the common areas described in Part - I of the 3rd Schedule hereto and also the common parts i.e., the facilities, amenities, erections, considerations, and installations to be comprised in the new building intended by the Developer for common use and enjoyment of Co-Owner of the Premises more fully described in Part I of the 3rd schedule hereto;

H. Common Purposes: shall mean the purposes of managing and maintaining the Premises and the Building thereof and particularly the Common Areas comprised therein, collection and disbursement of the Common Expenses and dealing with the matters of Common interest of the Co-Owner of the Premises and relating to therein mutual rights and obligations, for the most beneficial use and enjoyment of therein respective Units exclusively and the

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Common areas in Common to and amongst all the Unit Owner of the Building;

I. Date of Possession: shall mean up to 15th (Fifteenth) day of the service of the notice for possession;

J. Force Majeure: means any event which (i) could not reasonably foresee (ii) is beyond the reasonable control of the party claiming to be affected by such event, (iii) has not been brought about at the instance of such party and (iv) has caused non-performance of delay in the performance of a material obligation of this agreement and includes without notes, errors or omissions or by any material breach or defaults under this agreement and also includes departmental delays and restriction for the said Premises, action of terrorist, arrests and restraints of government and people, civil disturbances, strikes, insurrection, war or other armed conflict, landslides, lightning, earthquakes, explosions and accidents, fires, storms unusual floods, rain or water logging, or droughts, pests, washouts and other natural disasters but shall not include any event caused by the non-performing party's negligent or intentional acts, where the entire circumstances are beyond control of anyone.

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K. Land: shall mean the land comprised in the aforesaid Premises;

L. New Building: shall mean the building or buildings to be constructed on the Premises as per the plans that may be sanctioned with such modification and/or variation as may be required from time to time;

M. . Outgoings: shall mean all rates, taxes, and charges for the utilities including electricity charges and other outgoings in respect of the Premises;

N. Plans: shall mean the plans for the construction of the New proposed building/s at the Premises to be sanctioned by the Corporation and shall also, whenever the context permits, include such plans, drawings, designs, elevations, and specifications as are prepared by the Architects, including variations/modifications therein, if any;

O. The Premises: shall mean ***ALL THAT*** the specifically demarcated and bounded land containing an area of 4 Cottachs 6 Chittaks more or less comprised in Division-6, Sub-Division-S, in Dihi Panchana Gram of Mouza: Chakraberia together with three-storied building standing thereon lying situate at and being Premises No.150, Bakul Bagan Road now known as RAJ SEKHAR BOSE SARANI, Police Station: Bhowanipur, Kolkata: 700

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025 within the limits of the Kolkata Municipal Corporation in its ward no 72 with all easementary right attached thereto more fully and particularly described in the Part - I First Schedule property and ***ALL THAT*** the land measuring an area of 6 Chittaks more or less comprised in Division-6, Sub-Division-S, in Dihi Panchana Gram of Mouza: Chakraberia together with structure standing thereon lying situate at and being Premises No. 150/1, Raj Sekhar Bose Sarani, within Police Station: Bhawanipur, Kolkata 700025. more fully and particularly described in Part-II of the First Schedule hereunder written (hereinafter called "the Premises")

P. Project: shall mean the work of development undertaken by the Developer in pursuance hereto till the development of the Premises be completed and possession of the completed Units are taken over by the Unit Owner;

Q. Proportionate or Proportionately: if not otherwise specifically mentioned shall the proportion which the Super Built up Area of any Unit bears to the Super Built up area of all area of all the Units in the Building Complex PROVIDED THAT where it refers to the share of any rates and/or taxes amongst the Common Expenses, then such share of the whole shall be

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determined on the basis on which such rates and/or taxes are being levied i.e., in case the basis of any levy be area, rental income or user, then the same shall be shared based on area, rental income of user of the respective Units by the Unit Owner respectively;

R. Owners Area: shall mean only the 45% of the new proposed building as per the Specification mentioned in the Fourth Schedule herein (hereinafter called the "Said Specification") together with proportionate undivided share or interest in the base land at the premises along with proportionate right in the roof of the new building (hereinafter called the "Owners' Area"), and the Owners are at their liberty to deal with their own such 45% share on the said new building to be constructed as per sanctioned building plan by the K.M.C. without touching the developer's share of 55% on the said new building;

S. Developers Area: shall be the 55% of the New Building at the Premises which shall remain after deducting the Owners area and shall also include undivided proportionate share or interest in the base land at the premises along with proportionate right in the roof of the new building (hereinafter

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called the "Developer Area") and the Developer at their liberty to deal with their own such 55% share on the said new building to be constructed as per sanctioned building plan by the K.M.C. without touching the owners' share of 45% on the said new building and in case of additional as mentioned above , 35% of the said additional area;

T. Built-Up Area: according to the context the slab/ plinth area of the said unit and/or flat including the thickness of the interior and exterior walls and columns and pillars including the proportionate area of the land.

U. Super Built Up Area: in respect of the unit/s shall mean the entire covered area of the respective unit plus proportionate undivided share of the common areas described in part-1 of the Fifth schedule hereto;

V. Unit: shall mean any flat, Shop, Office and/or spaces, residential unit, car parking space or other covered or open area to be constructed in the (proposed) new building and/or at the Premises which is capable of being exclusively owned, held and/or occupied, used and or enjoyed by any unit Owner and which is not a part of Common portions;

Notes:

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Singular shall include the plural and vice versa.

Masculine shall include the feminine and neuter gender and vice versa.

THE OWNERS HAVE DECLARED AND REPRESENTED TO THE DEVELOPER as follows:-

a) The Owners are the sole and absolute joint owners of All THAT the Premises more fully described in the of the 1st Schedule hereto (hereinafter called "the Premises') and that the Premises is free from all encumbrances and /or alienation whatsoever;

b) There are some commercial tenants and some residential tenants in the said premises. The commercial tenants will be rehabilitated by both the Owners and the developers from their allocation in a 45:55 ratio. The residential tenant Smt Mamata Deb & Sri Prasenjit Deb will be rehabilitated by the Developers only from their allocation. All the incomings from the demolition of the existing building(s) at the said premises will be taken by the Developers. The Developer will bear the settlement costs for tenant N.C Dev's family members up to a maximum amount of Rs 50,00,000/-. Any settlement costs exceeding Rs 50,00,000/- will be borne by the Owners. If

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the settlement costs are below Rs 50,00,000/-, the remaining portion of the Rs 50,00,000/- will go to the account of the Owners.

Developer's Obligations and liabilities

a. The Developer on behalf of and in the name of the Owners with due approval of the owners shall get the plans sanctioned by the Kolkata Municipal Corporation for construction of new building/s at the premises aforesaid the cost and expenses for the same shall be borne by the developer;

b. After obtaining the sanction plan of the new building from KMC a true copy of the sanction shall be handed over to the owners with the demarcating of the allocable area of owners in red Colour.

c. The Developer will construct such maximum area as can be constructed as per the building sanction and regulation and bye-laws of the Corporation and in conformity with the sanctioned plan under section 142 or section 393 of the KMC building rules;

d. All costs, charges, and expenses for preparation and sanction of plans and construction of new building and/or development of the Premises shall be

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borne and paid by the Developer, and in this regard, the Developer shall keep the Owners saved, harmless, and indemnified;

e. The Developer shall cause such changes to be made in the plans as the Architects may approve and as per the rules and regulations and guidelines of Kolkata Municipal Corporation as may be required by the concerned authorities, from time to time;

f. The Developer shall be at liberty to do all works as may be legally required for the project and to utilize the existing water, electricity, and other liabilities in the Premises at the Developer's cost and expenses. The Developer shall have the right to obtain temporary connection of utilities for the project;

g. The Developer will construct and complete the New Ground + 4/5/6 storied Proposed Building/s at its own cost and expenses with the specification mentioned in the Fourth Schedule hereto (hereafter called the "said specification") and the Developer shall complete the new Building within 24 month of obtaining sanction Plan from Kolkata Municipal Corporation and/or commencement of construction with a grace period of 6 months if

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required save and except The Force Majeure as defined above; if the sanction comes under rule 142 of the KMC building rules, in that case, the Developer shall complete the new Building within 30 months from the date of this Development Agreement with a grace period of 6 months mutually agreed by both parties i.e. Developers and owners. This Development Agreement will be automatically ineffective/invalid post 30 months with a grace period of 6 months as agreed by both parties i.e. Developers and Owners. However, the period may be extended with a suitable compensation i.e. Rs.30000.00 (Rupees thirty thousand) per month basis on delayed completion of the project. Under any circumstances the total period must not exceed 40 months from the date of this Development Agreement. It is pertinent to mention that time is the essence of contract.

h. The Owners area shall be constructed by the developer for and on behalf of the Owners and/or the New Building shall be constructed by the Developer for and on behalf of itself and/or its nominees the costs and expenses for the same shall be borne by the developer and after completion of the New

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"Building the Developer shall first hand over the possession of the Owners Area and also provide the owners with completion certificate;

i. If the Developer fails to construct the said new Building within 30 Months plus a grace period of 6 months if required from the date of this Development Agreement then the Developer shall be liable to pay a sum of Rs. 30,000/-per month (Rupees Thirty Thousand per month) as damages. Be it mentioned the said damages to the owners will only be paid after 36 Months from the date of this Development Agreement save an except the Force Majeure as defined above.

j. The Developer will provide electricity connection for the entirety of the New Building including the area but all costs, charges, and expenses for obtaining the supply of electricity including a security deposit to be made with C.E.S.C in respect of the same shall be borne and paid by the Owners and the Co-owners of the new building proportionately;

k. Upon completion of the New Building and/or floors therein, from time to time, the Developer shall maintain and manage the same under such rules as may be framed by he Advocates and as conform with other buildings

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containing Ownership flats. The Developer and the Owners and/or their transferees if any shall comply with the said rules and/or regulations and shall proportionately pay all costs, charges, expenses, and outgoings in respect of maintenance and management;

l. The Developer shall cause the formation of an Association for Common Purposes and the Unit Owner must be made a member of such association after the completion of the project as early as possible the Developer shall hand over all deposits and all matters arising in respect of the management to the said association;

m. The Developer shall hold and guard possession of the Premises till completion of the New Building/ project and hand over the possession of the respective flat owners

n. The Developer shall be entitled to use the Premises for setting up a temporary site office and/or quarters for its watch and ward and other staff and shall further be entitled to put up boards and signs advertising the project and post its watch and ward staff during the construction period;

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o. After completion of the said new G+4/5/6 -storied building the developer shall obtain the necessary completion certificate from the Kolkata Municipal Corporation and/or any other competent authority, the cost, expenses, and charges for the same shall be borne by the developer and the owner shall be kept save and indemnified for the same. Be it relevant to mention here that, after completion of the said new building the developer shall hand over the vacant peaceful possession of the said owner's allocation, and simultaneously the developer shall also issue the possession letter thereof together with the completion certificate. Further, before handing over. possession as referred to above the developer shall not hand over the possession of its allocated portion to the party/parties and/or any nominee/nominees in any manner whatsoever. The developer shall strictly obey this restriction if any discrepancies arise the developer shall legally be liable;

p. It is made clear that in the event of any financial liability incurred by the developer either from any financial institutions or from suppliers which if

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detected after the completion of the new building the owners shall not be liable for aforesaid liability if any.

q. The Developer shall keep the Owners saved, harmless, and indemnified in respect of any loss, damage, cross, claims, charges, and proceedings that may arise due to anything done by the Developer during demolition and construction of the New building, including claims by the Owner of adjoining properties for damage to their building all claims and demands of supplier, contractors, workmen and agents of the Developer, on any account whatsoever, including, any accident or other loss any demand and/or action taken by the Corporation and/or other authority for any illegal or faulty construction or otherwise of the New building;

r. The developer shall not enter into any agreement, arrangement, and/or execute and/or register any document and paper for sale, transfer, convey, lease out, let out, or any other way alienate and/or encumber the owner's allocation and in this regard, it is clarified that the owners shall have right and absolute power to sell transfer or dispose of the owners' area and/or allocation in such manner to such persons and on such terms and conditions

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as the owner may think deem fit and proper and also shall be solely entitled to receive money and other consideration therefrom without any consent and/or permission from the developer.

s. The developer shall provide temporary rehabilitation of 1 unit of Two (2) Bed Rooms flat from the date of settlement by the developer with the existing tenants in the same locality and/or nearby locality as selected by the owners (or compensate the owner with an agreed amount of rent payable per month) at the cost of the developer during the construction of the proposed new building until the completion of the same and handing over possession of the newly constructed owners' allocation flats complete in all respects.

t. The Developer shall not deliver possession of the Developer's Area before the date of possession of the Owners Area.

u. That incase developer gets sanctioned over and above the G+4 storied building, then allocation over and above g+4 storied building will be divided in ratio of 35% for the owner and 65% for the developer.

i. **NON-REFUNDABLE PREMIUM AND REFUNDABLE AMOUNT**

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The Developer shall pay to the Owners a sum of 40,00,000/- (Rupees Forty Lac) in the following manner:

a. Rs.25,00,000/- (Rupees Twenty-Five Lac only) at the time of signing of this Development Agreement which by the memo herein the Owners admit and acknowledge and The developer shall retain the remaining sum of Rs 5,00,000 (Rupees Five Lacs only) to satisfy all KMC obligations. If any money remains after paying the applicable taxes, the remaining balance would be return to the owners.

b. Rs.10,00,000/- (Rupees Ten Lac) only as an interest-free refundable Security deposit after getting building sanctioned plan from Kolkata Municipal Corporation.

OWNERS OBLIGATION:

i. The Owners shall not enter into any agreement, arrangement, and/or execute and/or register any document and paper for sale, transfer, convey, lease outlet out or any other way alienate and/or encumber the Developer's allocation and in this regard it is clarified that the Developer shall have full right and absolute power to sell transfer or dispose of the Developer's area and/or allocation in such manner to such persons and on such terms and conditions as the Developer may think

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deem fit and proper and also shall be solely entitled to receive all money and other consideration therefrom without any consent and/or permission from the Owners and the same shall be treated as reimbursement of all costs, charges and expenses that has been and/or may be incurred by the Developer for obtaining sanctioned plan and construction and completion for the Owners area in the New Building and the proportionate common parts relating and/or remuneration of the Developer;

ii. The Owners shall execute and register all necessary agreements, indentures, and or any other document as may be required by the Developer to sell transfer, lease out, and/or any other way disposing of and/or encumbering and/or alienating the Developer's Area without asking for any additional consideration and/or remuneration for the same;

iii. The symbolic possession of the Premises in its entirety shall be given by the Owners to the Developer with the execution hereto; The Owners shall be liable to pay G.S.T. to the Developer to deposit the same in the G.S.T. head account as per the prevailing rate at the delivery of possession of the Owners' allocation of the newly constructed building.

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iv. Upon construction and completion of the New Building the Developer shall hand over the original documents relating to the Premises to the associations;

v. Immediately the Owners will grant to the Developer power of attorney i.e., authorizing the Developer to do all acts, deeds, and things as may be necessary in pursuance hereof including for the construction of the New building and/or portion thereof and also receiving all money and sell in respect of Developer's allocation without disturbing the Owners' allocation and further that the Owner shall from time to time grant such further powers or authorities to the Developer as may be necessary from time to time;

vi. The Owners have already paid all rates, taxes, charges for utilities and all other outgoings in respect of the Premises till the date of Sanction of Plan, and if any previous and/or further dues arise thereafter the same shall be borne and paid by the Developer till the date of handing over of possession of the owners' allocation after handing over of the possession of the owners' allocation the same shall be borne and paid by the owners thereafter;

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vii. The Owners have made out a marketable title in respect of the Premises to the Developer

viii. The Owners shall give such other consent, sign such papers, documents, deeds, and undertaking and render such co-operation, as be required by the Developer for the construction and completion of the New Building;

ix. After handing over possession of the Owners area all Kolkata Municipal rates, maintenance charges, charges for utilities, and other outgoings shall be paid by the Owner and other co-owners of the New building in proportion to their respective area;

x. If so required by the Developer, the Owners shall join and/or cause such persons as may be necessary to join as confirming parties in any document, conveyance, and/or any other document of transfer that the Developer may enter into with any person who desires to acquire Units comprised in the Developer Area and similarly, the Developer shall join in respect of the Owner Area;

xi. The Owners hereby undertake not to create any charge or mortgage and/or any other encumbrances and/or enter into an agreement and/or arrangement

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in respect of the Developer area without obtaining prior written permission from the Developer and such restriction will also be applicable in case of Owner areas;

xii. The Owners along with the other Co-owners and/or their nominees shall reimburse the Developer proportionately the total amount of deposits and expenses as required to obtain electricity from C.E.S.C Limited, Water Supply, and Sewerage from the Kolkata Municipal Corporation and/or otherwise in respect of the Owners area;

xiii. Simultaneously with the execution of this agreement for a search investigation of title the Owners shall show all original copies of the title deeds which are in custody of the Owners. If necessary, the Developer will arrange for inspection of the original deeds to the intending purchasers of flat or car parking space or shops on the request of the intending purchaser/(s) for verification as and when required, subject to prior appointment;

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xiv. That after the amalgamation of both the property and on sanction of the building plan, a supplementary will be executed and registered to specify the flats and car parking spaces of the owners and the developer herein.

xv. That the Owners shall allow the Developer to promote develop and construct the building upon the said premises and to divide the same into several flats, shops, and car parking spaces as per the sanctioned plan of K.M.C and thereafter to sell those flats, car parking space or shops to the different buyers on Ownership basis except the flats allotted to the Owners and the Owner shall simultaneously convey the proportionate share in land wherein the said building with the said flat would be constructed for the respective buyer of flats of garage or car parking space and shops. The cost and expenses for such conveyance shall not be borne by the Owner;

OTHER TERMS AND CONDITIONS:

The new building shall be for residential purposes and/or such other purposes as may be mutually decided;

In case it be required to pay any outstanding dues to the corporation or any other outgoings and liabilities in respect of the premises, then the developer

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shall pay all such dues and bear the costs and expenses thereof till the date of delivery of possession of the owners' allocation and thereafter the owners shall be liable for the subsequent period, it any in other words, the Developer shall pay the Municipal rates and taxes and electricity bills till the delivery of possession of the Owners' allocation;

The Owners shall be solely and exclusively entitled to the Owners' area allocation i.e. 45% of the total area as above and the Developer shall be solely and exclusively entitled to the remaining 55% Developer's area of the New Building/project;

Immediately upon sanction of building plans the Owners and developer shall execute a proper memo specifying the flat numbers and other particulars of the developers' area as well as the owners' area;

The Owners and the Developer shall be entitled absolutely to the Owners area and the Developer's area respectively and shall be at liberty to clear therewith in any manner they deem fit and proper SUBJECT HOWEVER TO the general restrictions for mutual advantage relevant in the Ownership flat scheme;

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The Developer has been authorized and empowered to nominate such person and on such terms and conditions as the Developer may deem fit and proper for purchase of the Developer area absolutely and forever without the Owners having any kind of claim therein and the Owner shall execute and register necessary deed/s of conveyance in favour of such nominees of the Developer and/or Developer as per approved Performa of the said deed by the owners without asking for any additional consideration as confirming parties, alternatively the same clause stands for the owners area;

The form of the documents to be utilized by the parties shall be such as may be drawn by the Advocate but the same shall be under the practices prevailing in respect of Ownership flat buildings in Kolkata subject to appropriate and necessary amendments additions etc. in the same, if suggested on behalf of the Owner;

The Developer shall be entitled to all such monies receivable from and/or in respect of the Developer's area whether the same be as by way of earnest money, part consideration, construction cost, sale price, and/or otherwise PROVIDED HOWEVER THAT the monies payable and/or deposits for

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Common purposes and Common Expenses shall be receivable only by the Developer from all the Unit Owner as fully mentioned hereafter;

The cost of preparation stamping and registration of the conveyance shall be borne and paid by the transferees. However, no conveyance shall be required to execute and register for the Owners area;

The name of the New Building/s shall be fixed later by the Developer with mutual consultation with the owners;

The powers and/or authorities granted and/or to be granted in favour of the Developer and/or its nominee/s shall remain till the completion of the Proposed G+/4 /5/6 storied New Building for sale of the entire Developer's area by the developer and the developer receiving all money therefrom without any objection from the Owners;

The Developer shall make every effort of complete the Project within 24 Months from the date of starting construction of the New Building as per the sanction plan of K.M.C subject to unforeseen reasons if any, beyond the control of the Developer including Force majeure;

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After the aforesaid agreement, the parties have agreed to enter into an Arbitration Agreement which is being hereby done.

NOW IT HEREBY AGREED AND DECLARED that:-

All disputes and differences between the parties in any manner connected with the aforesaid matter shall be referred to Alipore Judges Court having competent jurisdiction

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE PREMISES)

Item -I

ALL THAT the specifically demarcated and bounded land containing an area of 4 Cottachs 6 Chittaks more or less comprised in Division-6, Sub-Division-S, in Dihi Panchana Gram of Mouza: Chakraberia together with three-storied building standing thereon each floor having an area of 1500 Square Feet more or less lying situate at and being Premises No.150, RAJ SEKHAR BOSE SARANI, Police Station: Bhowanipur, Kolkata: 700 025 within the limits of the Kolkata Municipal Corporation in its ward no 72 with all easementary right attached thereto butted and bounded by :

ON THE NORTH : By KMC Black Top Road

ON THE SOUTH: By KMC Black Top Road

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ON THE EAST : By 149A, Bakul Bagan Road & 39A, Townshend Road

ON THE WEST By KMC Black Top Road

Item -II

ALL THAT the land measuring an area of 6 Chittaks more or less comprised in Division-6, Sub-Division-S, in Dihi Panchana Gram of Mouza: Chakraberia together with structure standing thereon having an area of 150 Square feet more or less lying situate at and being Premises No. 150/1, Raj Sekhar Bose Sarani, within Police Station: Bhawanipur, Kolkata 700025. which is butted and bounded in the manner following that is to say:

ON THE NORTH: By KMC Black Top Road;

ON THE SOUTH: By KMC Black Top Road;

ON THE EAST : 150 Bakul Bagan Road;

ON THE WEST By KMC Black Top Road;

THE SECOND SCHEDULE ABOVE REFERRED TO

Owners' Allocation

On completion of the building, the Owners will be entitled to ALL THAT the 45% of the Total Constructed area of the building along with 45%

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of the Car Parking area on the ground floor of the proposed G+ IV/V/VI Storied building together with a proportionate share in the land measuring an area of 4 Cottans 12 Chittaks be the same more or less comprised in Division-6, Sub-Division-S, in Dihi Panchana Gram of Mouza: Chakraberia lying and situate at and being the portion of the First Schedule property with all easement right, interest, attached thereto along with right of user of the common areas and facilities in common with other the Flat Owners of the building. In case KMC sanctioned any additional floor over and above the G+IV storied, the owners would get 35% of the said additional area.

THE THIRD SCHEDULE ABOVE REFERRED TO

Developer's Allocation

On completion of the building, the Owners will be entitled to ALL THAT the 55% of the Total Constructed area of the building along with 55% of the Car Parking area on the ground floor of the proposed G+ 4/5/6 Storied building together with a proportionate share in the land measuring an area of 4 Cottahs 6 Chittaks be the same more or less comprised in Division-6, Sub-Division-S, in Dihi Panchana Gram of Mouza: Chakraberia lying and situate

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at and being the portion of the First Schedule property with all easement right, interest, attached thereto along with right of user of the common areas and facilities in common with other the Flat Owners of the building. In case KMC sanctioned any additional floor over and above the G+IV storied, the Developer would get 65% of the said additional area.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Specification of Construction)

Elevation :

Skilled & quality craftsmanship is our tradition to make the building a symbol of class.

Foundation :

R.C.C. foundation.

Doors :

Entrance Door –polished Hot pressed flushed door;

Door Frame – Will be made of Sal Wood;

Internal Door – Hot pressed flushed doors (ISI approved) ;

Windows: Sliding aluminum windows with glass panes.

Grills: Designed grills shall be provided.

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Floor: The entire floor of the said flat will be of vitrified tiles.

Bathroom Walls: Walls of the bathroom shall be of kajaria/Johnson/equivalent tiles up to 7ft.

Taps: All are good quality. (Jaguar Brands)

Walls : External 10" cement plaster and internal 5"/3" brick wall with plaster of Paris finish.

Kitchen :

Floor –tiles;

Kitchen walls – finished with ceramic tiles upto 3ft from kitchen counter.

Kitchen counter –granite stones/green marbles(granite polish finished)and counter top with stainless steel sink.

Toilets :

Hot and cold water system with Geyser line, and a line for speeder.

Lite color ware of reputed brand (ISI).

Chrome plated fittings of a reputed brand.

floor of the Bathroom is made of antiskid tiles.

Bathroom dado – designer ceramic tiles.

Electrical :

Concealed copper wiring with good quality.

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Separate M.C.B. to be provided in every flat.

2 light points, 2 plug points, 1 fan point in all bedrooms and plug point for all Bed Rooms, living room for Air-conditioners

3 light points and 2 fan points, 2 plug points in living/dining area.

T.V. and telephone point in hall and 1 bedroom.

15 Amp. PowerPoint, 1 light, aqua-guard, and chimney point and Exhaust fan point in kitchen.

1 light, geyser, and exhaust fan in toilet, W.C. – one light point.

1 light point and 1 plug point in balcony.

Switch of anchor/pritam/similar brand.

Stair :

The stair floor finished with marble and the stair railing will be of grill finished with a wooden / PVC top.

External finish :

External light point – sufficient light point on stair, passage and outer side of building and boundary wall.

Lift will be provided of reputed brand with minimum 6 persons capacity

Note : If any extra work or extra charges beside the specification mentioned into the agreement extra charges will be applicable.

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THE FIFTH SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

(Common Areas and Facilities)

1. The foundation, columns, beams, supports, corridors, lobbies, stairs, stairways, landing, entrances and exits, and roof/roofs of the building.
2. Common passage, Common meter. Pump room.
3. Water pump, masonry tanks, underground water reservoir's water pipes, and other common plumbing installations.
4. Boundary walls, other walls of the building and main gates, such other common parts, areas, equipment, installations, fixtures, fittings covered and open spaces in or about the said building as are necessary for passage to or user and occupancy of the flat or flats in common as are easement of necessity of the said building.
5. Drainage and sewerage system.
6. Roof of the building.
7. Lift
8. Gas Line if any

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

1. Proportionate share of the municipal rates and taxes and other impositions, if any, from the date of taking possession till such time as the

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flats/apartments/ holdings are mutated and/or separated and thereby separately assessed.

2. Proportionate cost of electric consumption for running the electric water pumping system, lift operations, generator (if any), and/or lighting in the common areas, lights in the main gate etc.

3. Proportionate cost of sweepers, charges for keeping and maintaining the common areas fit for common use.

4. Proportionate cost of remuneration for the Durwan/Watchman/ caretaker/security personnel.

5. Proportionate cost of repair of all the common facilities and services relating to the sewer, Electric, water line, etc., and particularly the repairing and maintenance cost of roof, water reservoirs, water pipes and electric lines including the main entrance of the building, staircase, landing, main entrance which will be ordinarily and/ or emergently used for keeping the same fit for common use and also the proportionate cost all external repairs and painting the exterior of the building as may be necessary from time to time.

6. Proportionate cost of annual maintenance charges for lift, water pump and other common utilities.

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

SIGNED, SEALED, AND DELIVERED

In the presence of :

1. Subhasis Das Gupta, Alipore Judges Court Kol-27

Manju Dutta
Mitra Dutta.

OWNERS

2. Ashim Kumar Ballujee
121 B.T. Road
Kolkata-700020

SORAJEET DEVELOPERS LLP
Designated Partner

SORAJEET DEVELOPERS LLP
Designated Partner

SORAJEET DEVELOPERS LLP
Designated Partner

DEVELOPER

Drafted by :

Subhasis Das Gupta

Sri Subhasis Das Gupta
Advocate
Alipore Judges Court
Kolkata: 700027 WB No 852/1989

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RECEIVED a sum of Rs.25, 00,000/- (Rupees Twenty-Five Lac) only from the Developer as per agreement

MEMO OF CONSIDERATION

	By Fund Transfer in the name of the Owner no 1	Rs 12,50,000/-
	By Fund Transfer in the name of the Owner no 2	Rs 12,50,000/-
	Total	Rs 25,00,000/-

(Total Rupees Twenty Five Lac) only.

SIGNED, SEALED & DELIVERED a

t Kolkata in the presence of :

Manju Dutta

WITNESSES:

1. Subhasis Das Gupta Alipore, Kol. 27

Mitra Dutta.

Signature of the **OWNERS**

2. Ashim Kumar Chatterjee 121-B, Hazra Road Kolkata-700026

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	Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME : **MRS. MITRA DATTA**

Signature : Mitra Dutta.

Left Hand					
Right Hand					

NAME : **MRS. MANJU DATTA**

Signature : Manju Dutta

Left Hand					
Right Hand					

NAME : **SRI RAJESH KUMAR JHAJHARIA**

Signature :

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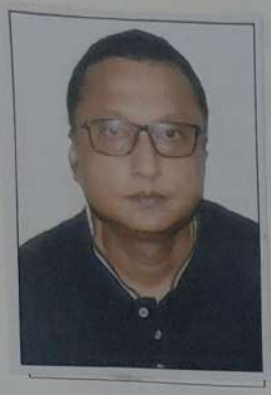
Alipore, South 24 Parganas
- 5 JUL 2024



	Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME : **SRI NAWNEET SODHANI**

Signature : Nawneet Sodhani

Left Hand					
Right Hand					

NAME : ~~SRI SOHAN KUMAR KOTRIWAL~~

Signature :

Left Hand					
Right Hand					

NAME :

Signature :

District Sub-Registrar-II, Alipore
South 24 Parganas

District Sub Registrar-II
Alipore, South 24 Parganas
- 5 JUL 2024

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

192024250105637148

GRN Details

GRN:	192024250105637148	**Payment Mode:**	SBI Epay
GRN Date:	04/07/2024 23:00:52	**Bank/Gateway:**	SBIePay Payment Gateway
BRN :	1950066201035	**BRN Date:**	04/07/2024 23:01:11
Gateway Ref ID:	241863588684	**Method:**	HDFC Retail Bank NB
GRIPS Payment ID:	040720242010563713	**Payment Init. Date:**	04/07/2024 23:00:52
Payment Status:	Successful	**Payment Ref. No:**	2001726826/4/2024 [Query No/*/Query Year]

Depositor Details

Depositor's Name:	Ms SORAJEET DEVELOPERS LLP
Address:	61A, SARDAR SANKAR ROAD KOLKATA 700029
Mobile:	9831185794
EMail:	NAWNEET.SODHANI@GMAIL.COM
Period From (dd/mm/yyyy):	04/07/2024
Period To (dd/mm/yyyy):	04/07/2024
Payment Ref ID:	2001726826/4/2024
Dept Ref ID/DRN:	2001726826/4/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001726826/4/2024	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2001726826/4/2024	Property Registration- Registration Fees	0030-03-104-001-16	25021
			Total	**100042**

IN WORDS: ONE LAKH FORTY TWO ONLY.

PAID

Major Information of the Deed

Deed No :	I-1602-09578/2024	Date of Registration	05/07/2024
Query No / Year	1602-2001726826/2024	Office where deed is registered	
Query Date	04/07/2024 9:10:11 PM	D.S.R. -I I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Subhasis Das Gupta Alipore Judges Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830049174, Status :Advocate		
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 : 25,00,000/-]	
Set Forth value		Market Value	
Rs. 2,80,50,000/-		Rs. 3,43,62,500/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,071/- (Article:48(g))		Rs. 25,053/- (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:- Bhawanipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raj Sekhar Bose Sarani, , Premises No: 150, , Ward No: 072 Pin Code : 700025

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		4 Katha 6 Chatak	2,30,00,000/-	2,84,37,500/-	Property is on Road

District: South 24-Parganas, P.S:- Bhawanipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raj Sekhar Bose Sarani, , Premises No: 150/1, , Ward No: 072 Pin Code : 700025

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	(RS :-)		Bastu		6 Chatak	20,00,000/-	24,37,500/-	Property is on Road
	Grand Total :				7.8375Dec	250,00,000 /-	308,75,000 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L2	150 Sq Ft.	50,000/-	1,12,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 150 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					

52	On Land L1	4500 Sq Ft.	30,00,000/-	33,75,000/-	Structure Type: Structure
	Gr. Floor, Area of floor : 1500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete Floor No: 1, Area of floor : 1500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete Floor No: 2, Area of floor : 1500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete				
	Total :	**4650 sq ft**	**30,50,000 /-**	**34,87,500 /-**	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	**Mrs MANJU DATTA** Daughter of Late Umakanto Sarkar Executed by: Self, Date of Execution: 05/07/2024 , Admitted by: Self, Date of Admission: 05/07/2024 ,Place : Office	 05/07/2024	Captured LTI 05/07/2024	Manju Dutta 05/07/2024
	Southern Avenue, Flat No: 6F, 107, City:- Not Specified, P.O:- Sarat Bose Road, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX1 , PAN No.:: APxxxxxx5P, Aadhaar No: 59xxxxxxxx1987, Status :Individual, Executed by: Self, Date of Execution: 05/07/2024 , Admitted by: Self, Date of Admission: 05/07/2024 ,Place : Office			
	Name	Photo	Finger Print	Signature
2	**Mrs MITRA DUTTA** Daughter of Late Murari Mohan Chatterjee Executed by: Self, Date of Execution: 05/07/2024 , Admitted by: Self, Date of Admission: 05/07/2024 ,Place : Office	 05/07/2024	Captured LTI 05/07/2024	Mitra Dutta 05/07/2024
	Bakul Bagan Road, 150, City:- Not Specified, P.O:- Bhownipore, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX0 , PAN No.:: BZxxxxxx3P, Aadhaar No: 20xxxxxxxx6624, Status :Individual, Executed by: Self, Date of Execution: 05/07/2024 , Admitted by: Self, Date of Admission: 05/07/2024 ,Place : Office			

Manju Dutta

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**SORAJEET DEVELOPERS LLP** Sardar Sankar Road, 61, City:- Not Specified, P.O:- Sarat Bose Road, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 , PAN No.:: AExxxxxx8C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name	Photo	Finger Print	Signature
1	**Mr NAWNEET SODHANI** Son of Mr Hiralal SODHANI Date of Execution - 05/07/2024, , Admitted by: Self, Date of Admission: 05/07/2024, Place of Admission of Execution: Office	 Jul 5 2024 1:01PM	Captured LTI 05/07/2024	05/07/2024
	City:- Not Specified, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX5 , PAN No.:: AUxxxxxx9P, Aadhaar No: 60xxxxxxxx8874 Status : Representative, Representative of : SORAJEET DEVELOPERS LLP (as Authorized Partner)			
2	**Mr RAJESH KUMAR JHAJHARIA (Presentant)** Son of Late S M JHAJHARIA Date of Execution - 05/07/2024, , Admitted by: Self, Date of Admission: 05/07/2024, Place of Admission of Execution: Office	 Jul 5 2024 12:59PM	Captured LTI 05/07/2024	05/07/2024
	SARDAR SANKAR ROAD, 61A, City:- Not Specified, P.O:- Sarat Bose Road, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.:: ACxxxxxx8K, Aadhaar No: 64xxxxxxxx5452 Status : Representative, Representative of : SORAJEET DEVELOPERS LLP (as Authorised Partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Subhasis Das Gupta Son of Late B M Das Gupta Alipore, City:- Not Specified, P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027		Captured	
	05/07/2024	05/07/2024	05/07/2024
Identifier Of Mrs MANJU DATTA, Mr NAWNEET SODHANI, Mr RAJESH KUMAR JHAJHARIA, , Mrs MITRA DUTTA			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mrs MANJU DATTA	SORAJEET DEVELOPERS LLP-7.21875 Dec

Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mrs MANJU DATTA	SORAJEET DEVELOPERS LLP-0.309375 Dec
2	Mrs MITRA DUTTA	SORAJEET DEVELOPERS LLP-0.309375 Dec

Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mrs MANJU DATTA	SORAJEET DEVELOPERS LLP-75.00000000 Sq Ft
2	Mrs MITRA DUTTA	SORAJEET DEVELOPERS LLP-75.00000000 Sq Ft

Transfer of property for S2		
Sl.No	From	To. with area (Name-Area)
1	Mrs MANJU DATTA	SORAJEET DEVELOPERS LLP-2250.00000000 Sq Ft
2	Mrs MITRA DUTTA	SORAJEET DEVELOPERS LLP-2250.00000000 Sq Ft

Manju Dutta

Endorsement For Deed Number : I - 160209578 / 2024

On 05-07-2024

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 12:48 hrs on 05-07-2024, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by Mr RAJESH KUMAR JHAJHARIA ,.

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 3,43,62,500/-

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

Execution is admitted on 05/07/2024 by 1. Mrs MANJU DATTA, Daughter of Late Umakanto Sarkar, Southern Avenue, Flat No: 6F, 107, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession House wife, 2. Mrs MITRA DUTTA, Daughter of Late Murari Mohan Chatterjee, Bakul Bagan Road, 150, P.O: Bhownipore, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by Profession House wife

Indetified by Mr Subhasis Das Gupta, , , Son of Late B M Das Gupta, Alipore, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 05-07-2024 by Mr NAWNEET SODHANI, Authorized Partner, SORAJEET DEVELOPERS LLP (LLP), Sardar Sankar Road, 61, City:- Not Specified, P.O:- Sarat Bose Road, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700029

Indetified by Mr Subhasis Das Gupta, , , Son of Late B M Das Gupta, Alipore, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 05-07-2024 by Mr RAJESH KUMAR JHAJHARIA, Authorised Partner, SORAJEET DEVELOPERS LLP (LLP), Sardar Sankar Road, 61, City:- Not Specified, P.O:- Sarat Bose Road, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700029

Indetified by Mr Subhasis Das Gupta, , , Son of Late B M Das Gupta, Alipore, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 25,053.00/- (B = Rs 25,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 25,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/07/2024 11:01PM with Govt. Ref. No: 192024250105637148 on 04-07-2024, Amount Rs: 25,021/-, Bank: SBI EPay (SBIePay), Ref. No. 1950066201035 on 04-07-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 184856, Amount: Rs.50.00/-, Date of Purchase: 02/07/2024, Vendor name: WASHIM GAZI

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/07/2024 11:01PM with Govt. Ref. No: 192024250105637148 on 04-07-2024, Amount Rs: 75,021/-, Bank: SBI EPay (SBIePay), Ref. No. 1950066201035 on 04-07-2024, Head of Account 0030-02-103-003-02

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2024, Page from 335999 to 336062

being No 160209578 for the year 2024.

Seal of the District Sub-Registrar II, South 24 Parganas, South 24 Parganas

Digitally signed by Suman Basu
Date: 2024.07.18 11:33:10 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 18/07/2024

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS

West Bengal.