

10359/22

T-10361/202

भारतीय गैर न्यायिक INDIA NON JUDICIAL

₹.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

INDIA

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

H 053134

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

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

04 AUG 2022

DEVELOPMENT AGREEMENT

THIS INDENTURE made on this the 4th day of August, 2022,

Contd/P2

BETWEEN MISS. ARUNIMA KAR (PAN CDRPK1824J) (AADHAAR No. 8026 7741 9593), daughter of Sri Sudip Kar, by Faith- Hindu, by Nationality- Indian, by Occupation- Advocate, residing at 130B, Dr. A.K. Pal Road, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, hereinafter called and referred to as the **LANDOWNER/FIRST PARTY** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her legal heirs, successors, administrators, executors, legal representatives and assigns) of the **FIRST PART.**

AND

"M/S. E SQUARE DEVELOPER", a Proprietorship Concern, having its Office at 2/2, Siddhinath Chatterjee Road, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, represented by its sole Proprietor **SRI ANJAN DUTTA (PAN AEIPD1170Q) (AADHAAR No. 5882 4555 6253)**, son of Late Ashim Kumar Dutta, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at **"PRERONA"**, 211E, Unique Park, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, hereinafter called and referred to as the **BUILDER/DEVELOPER/SECOND PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, successors, administrators, executors, legal representatives and assigns) of the **SECOND PART.**

WHEREAS one Smt. Kalpana Sadhukhan, wife of Sri Paresh Chandra Sadhukhan, had purchased a plot of Land measuring more or less 4 (Four) Cottahs 12 (Twelve) sq.ft., being Plot No. 2, lying and situated at

Mouza- Kalikapur, J.L. No. 20, R.S. No. 2, Touzi Nos. 3, 5 and 12, R.S. Khatian Nos. 191 and 198, R.S. Dag Nos. 131, 132, 133 and 134, within the local limit of the then Calcutta Municipal Corporation now under the Kolkata Municipal Corporation, Ward No. 109, under Police Station- previously Tollygunge then Jadavpur then Kasba now Purba Jadavpur, in the District of previously 24 Parganas now under South 24 Parganas, A.D.S.R. Sealdah, South 24 Parganas together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the then Vendor in the said property and appurtenances and inheritances for access and user thereof, through a Registered Deed of Sale (written in Bengali) dated 2nd day of August, 1996, from its' the then Owners namely Sri Santosh Kumar Khan and Others. The said Deed of Sale registered before the D.S.R.- III, Alipore, South 24 Parganas and duly recorded in Book No. I, Volume No. 26, Pages 278 to 291, Being no. 1224 for the year 1996, more fully and particularly described in Schedule written hereunder.

AND WHEREAS the said Smt. Kalpana Sadhukhan, became the absolute owner of **ALL THAT** piece and parcel of land measuring more or less 4 (Four) Cottahs 12 (Twelve) sq.ft. along with a Tin Shed Structure measuring more or less 100 sq.ft. standing there on, being Plot No. 2, lying and situated at Mouza- Kalikapur, J.L. No. 20, R.S. No. 2, Touzi Nos. 3, 5 and 12, R.S. Khatian Nos. 191 and 198, R.S. Dag Nos. 131, 132, 133 and 134, under Police Station- Purba Jadavpur, District- South 24 Parganas, within the jurisdiction of the Kolkata Municipal Corporation under Ward No. 109 and had been possessing the same by mutating her name in the records of the

Kolkata Municipal Corporation being Municipal Premises No. 652, Kalikapur, P.O. Kalikapur, P.S. Purba Jadavpur, Kolkata- 700099, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation, under Ward No. 109 vide Assessee No. 31-109-06-0652-2, District- South 24 Parganas, A.D.S.R. Sealdah, South 24 Parganas and paying taxes regularly and had been enjoying the same by getting usufructs there from and had been enjoying without any interruption whatsoever.

AND WHEREAS by virtue of a Registered Deed of Conveyance dated 13th day of August, 2021, registered with the Office of the D.S.R.- III, Alipore, South 24 Parganas and the same had been duly recorded in Book No. I, Volume No. 1603- 2021, Page from 190009 to 190031, Being No. 160306010 for the year 2021, the said Smt. Kalpana Sadhukhan, sold, conveyed, transferred and assured her **entire** share of **ALL THAT** piece and parcel of land measuring more or less 4 (Four) Cottahs 12 (Twelve) sq.ft. along with a Tin Shed Structure measuring more or less 100 sq.ft. standing there on, being Plot No. 2, lying and situated at Mouza- Kalikapur, J.L. No. 20, R.S. No. 2, Touzi Nos. 3, 5 and 12, R.S. Khatian Nos. 194 and 198, R.S. Dag Nos. 131, 132, 133 and 134, being Municipal Premises No. 652, Kalikapur, P.O. Kalikapur, P.S. Purba Jadavpur, Kolkata- 700099, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation, Ward No. 109, A.D.S.R. Sealdah, South 24 Parganas together with right, title and interest in the said property in favour of the Landowner herein, at a valuable consideration mentioned therein.

AND WHEREAS the Landowner herein, become the absolute Owner of the said property and paying taxes regularly and has been enjoying the same by

getting usufructs there from and has been enjoying without any interruption whatsoever.

AND WHEREAS while seized and possessed of the said property, the Owner herein has decided and expressed for development of the said property and construction thereon a Multistoried Building with Lift facility thereon through a Builder/Developer.

AND WHEREAS the Developer herein, who has earned sufficient goodwill in the field of development of the land and construction of the building, being agreed with the said proposal of Owner and agreed to undertake the charge of such Constructional work and/or development works of the land as described in the Schedule below.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

ARTICLE - I

DEFINITIONS

OWNER : MISS. ARUNIMA KAR (PAN CDRPK1824J) (AADHAAR No. 8026 7741 9593), daughter of Sri Sudip Kar, by Faith- Hindu, by Nationality- Indian, by Occupation- Advocate, residing at 130B, Dr. A.K. Pal Road, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, shall mean her legal heirs, successors, executors, legal representatives and assigns, as the case may be.

DEVELOPER: "M/S. E SQUARE DEVELOPER", a Proprietorship Concern, having its Office at 2/2, Siddhinath Chatterjee Road, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, represented by its sole Proprietor **SRI ANJAN DUTTA (PAN AEIPD1170Q) (AADHAAR No.**

5882 4555 6253), son of Late Ashim Kumar Dutta, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at "**PRERONA**", 211E, Unique Park, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, shall mean his legal heirs, successors, executors, legal representatives and assigns, as the case may be.

SAID PROPERTY : Multistoried Building with Lift facility to be constructed on and upon the First Schedule land as per plan that will be sanctioned by the Owner herein from the Kolkata Municipal Corporation along with common facilities, benefits, amenities at **ALL THAT** piece and parcel of land measuring more or less 4 (Four) Cottahs 12 (Twelve) sq.ft. along with a Tin Shed Structure measuring more or less 100 sq.ft. standing there on, being Plot No. 2, lying and situated at Mouza- Kalikapur, J.L. No. 20, R.S. No. 2, Touzi Nos. 3, 5 and 12, R.S. Khatian Nos. 191 and 198, R.S. Dag Nos. 131, 132, 133 and 134, being Municipal Premises No. 652, Kalikapur, P.O. Kalikapur, P.S. Purba Jadavpur, Kolkata- 700099, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation, Ward No. 109 vide Assessee No. 31-109-06-0652-2, A.D.S.R. Sealdah, South 24 Parganas, as described in the Schedule below.

PROPOSED BUILDING MEANS: The proposed Multistoried Building with Lift facility to be constructed over the land as described in the Schedule below.

COMMON AREAS: shall mean the passage, ways, stair ways, staircase, the ultimate roof, gates, common lavatory, all rainwater pipes, sewerage, fittings, manhole, pit, gullies, Kolkata Municipal Corporation filtered water

connection and the pipe lines, water pump and over head Tank, underground water reservoir, boundary wall, court yard, electric connection, electric supply to common areas and facilities, electric fixtures, in the common areas, main switch, electric meter room, Lift, Lift Room and other facilities which will be provided by the Developer from time to time, the particulars of such common areas are more clearly written in **FOURTH SCHEDULE** hereunder.

OWNER'S ALLOCATION:

The Landowner shall has to be allotted 50% of the Built Up Area as per Sanctioned Plan of Kolkata Municipal Corporation of the proposed Multistoried Building with Lift facility together with common facilities and amenities of the said proposed Building including proportionate share of the roof.

DEVELOPER'S ALLOCATION: Shall mean the entire built up area in the proposed Multistoried Building with Lift facility as per Building Plan that will be sanctioned by the Kolkata Municipal Corporation Authority other than the allocation of the Owner as specifically written above in "Owner's Allocation" along with undivided proportionate share of right and interest in the First Schedule land together with all common facilities, benefits, amenities, easements on the First Schedule land and the said proposed building to be constructed on **ALL THAT** piece and parcel of land measuring more or less 4 (Four) Cottahs 12 (Twelve) sq.ft. along with a Tin Shed Structure measuring more or less 100 sq.ft. standing there on, being Plot

No.-2, lying and situated at Mouza- Kalikapur, J.L. No. 20, R.S. No. 2, Touzi Nos. 3, 5 and 12, R.S. Khatian Nos. 191 and 198, R.S. Dag Nos. 131, 132, 133 and 134, being Municipal Premises No. 652, Kalikapur, P.O. Kalikapur, P.S. Purba Jadavpur, Kolkata- 700099, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation, Ward No. 109, A.D.S.R. Sealdah, South 24 Parganas, more fully and particularly described in the First Schedule written hereunder.

ARTICLE - II
COMMENCEMENT

The date of commencement of the building work shall be reckoned with effect from the date of obtaining Sanctioned Plan from the Kolkata Municipal Corporation in respect of the proposed construction on the First Schedule land and the work shall be completed within **24 (Twenty Four) months** thereof always subject to bonafide force majeure circumstances beyond the control of the Developer. Time is the essence of this contract and the Landowner shall vacate the premises only after obtaining Sanction Plan from Kolkata Municipal Corporation. Be it noted that the said stipulated time of **24 (Twenty Four) months** shall only be calculated from the date of sanction plan or from the date of vacating the premises whichever is latter.

ARTICLE - III
OWNER'S RIGHT AND REPRESENTATIONS

The Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring more or less 4 (Four) Cottahs 12 (Twelve) sq.ft. along with a Tin Shed Structure measuring more or less 100 sq.ft. standing there on, being Plot No. 2, lying and situated at Mouza- Kalikapur, J.L. No. 20, R.S. No. 2, Touzi Nos. 3, 5 and 12, R.S. Khatian Nos. 191 and 198, R.S. Dag Nos. 131, 132, 133 and 134, being Municipal Premises No. 652, Kalikapur, P.O. Kalikapur, P.S. Purba

Jacavpur, Kolkata- 700099, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation, Ward No. 109, A.D.S.R. Sealdah, South 24 Parganas, more fully and particularly described in the First Schedule written hereunder or any portion thereof and the said Property is free from all sorts of encumbrances, liens, lispence and charges. Moreover, the Landowner till this day have not entered into any Agreement for Sale or Joint Venture Agreement with any Third Party in respect of the said property. The said premises is free from all encumbrances, charges, liens, lispence, attachments, trusts, acquisitions, requisitions whatsoever or howsoever.

The Landowner has every right to raise any objection or taking any step against the Developer at any point of time if there is any violation of clauses of this Agreement. The Developer will hand over a copy of sanction plan to the Landowner.

ARTICLE - IV **DELVELOPER'S RIGHT**

The Landowner hereby grant right to the Developer to construct, erect and build the proposed Multistoried Building with Lift facility as per Sanctioned Building Plan.

ARTICLE - V **CONSTRUCTION**

In consideration of the Landowner having agreed to permit the Developer to commercially exploit the said premises by constructing, erecting and building i.e. building in accordance with the sanctioned plan as may be required by the Developer, the Developer has agreed to provide the Owner's Allocation in full. The said Owner's allocation along with the entire building shall be constructed and completed with good and standard materials which he must mention to "Owner" and the said building should be a decent building and shall contain all amenities which are normally provided for a decent building for residential purpose. The Landowner shall not be liable to pay or contribute nor shall the Developer be entitled to call upon the Landowner to pay and contribute any amount in the construction and completion of the building and/or the said Landowner's Allocation.

ARTICLE - VI **PROCEDURE**

The Landowner shall grant to the Developer and/or their nominated person or persons a Registered Development Power of Attorney as may be required for the purpose of obtaining all necessary permissions and approvals from

the different authorities in connection with the construction of the building and also for pursuing and following up the matter with the appropriate authority for the purpose of selling the share of land for the Self-Contained Flats of the Developer's allocation to their nominated person or persons at the rate to be fixed by the Developer.

By virtue thereof the Developer shall sell and transfer the undivided proportionate share in the land underneath the building comprising in the portion of the Developer's allocation after handing over and making over the said Owner's Allocation with her satisfaction with the possession letter and letter of acceptance. The Developer shall execute the necessary Deed of Sale as Constituted Attorney of the Owner in respect of the Developer's Allocation as aforesaid at the absolute exclusion of any claim, demand, objection, interference and intervention of the Landowner on any account and under any circumstances whatsoever.

The Developer shall spend all the money for all necessary permission for the said construction. Subsequent to that of making the plan by the Architect and sanctioned by the Kolkata Municipal Corporation, the Developer shall undertake the construction work in the said premises. The Developer shall undertake the said construction by the standard materials and the specification of materials as given in the Schedule hereunder and the Landowner shall not raise any objection or obstruction or method of construction and the Landowner shall not do anything by which the Developer may be restrained from doing or completing the constructional work of the said building in the said premises.

All the men and machinery and materials will be supplied by the Developer at their costs and expenses.

All the electrical goods, sewerage goods, water pipe line, bricks, sands, irons, windows, doors, stone chips and all other materials in relation to construction will be supplied by the Developer at his own costs and the Landowner can not raise any objection for the same. All costs will be borne by the Developer regarding construction. The particular of such specification of construction are more clearly written in Fifth Schedule hereunder.

That the supervision of the construction of building will be undertaken by the Developer and the Landowner shall not raise any objection, save in case of violation of any of the Clauses of this Development Agreement. All negotiations for the necessary permissions for the construction of the building and also for electric connection, water connection, and sewerage system will be done by the Developer.

That the Developer shall negotiate the terms and conditions with the intending Purchaser(s) for the Flat(s) of the Developer's allocation and shall receive the entire consideration money from the intending Purchasers of the said flat (s) and shall discharge money receipt for the same. It is the absolute discretion of the Developer that the Developer shall nominate and/or select the intending Purchasers for the Developer allocation in the said premises and the Owner shall not be liable for any act done by the Developer and the Developer exclusively shall be liable for the same.

The Landowner shall grant a Development Power of Attorney to the Developer appointing him as her Attorney to negotiate with terms and conditions with the intending Purchaser/s, to collect consideration either in part or in full in respect of the Developer's Allocation to admit and effect registration and to do all acts, deeds and things as found necessary for transferring the Developer allocation portion.

The Developer shall use in the said construction the standard and approved quality of materials as specified herein. The Developer shall remain obliged to hand over to the Landowner a copy of the Sanctioned Building Plan before commencement of the construction work. Original Deeds or documents or records in respect of the said premises shall be handed over to the Developer by the Owner at the time of signing of this presents. No Adjustment on the Landowner's Allocation shall be allowed on any account whatsoever.

Land at the said premises approximately measuring 4 (Four) Cottahs 12 (Twelve) sq.ft. be the same a little more or less and if it appears that the area of the land deviates a little more or less, the Landowner shall not allow any adjustment of Landowner's Allocation on such account.

ARTICLE - VII
POSSESSION AND CONSTRUCTION

The Developer shall on completion of new building, put the Landowner in possession of the Owner's Allocation in a complete and in a habitable condition together with all rights in common specified as common areas and parts and/or facilities in the said building before the possession of any intending Purchaser/s from the Developer's allocation.

That the Owner shall be entitled to transfer or otherwise deal with the Owner's Allocation or portion thereof at the sole discretion of the Owner. The Developer has exclusive right to transfer the Developer's Allocation portion to the nominated persons of the Developer.

It is expressly agreed and declared that the Developer shall be entitled to Developer's Allocation in the said building after possession is made over to the Owner of the Owner's allocated portion constructed by the Developer. The construction of the Owner's Allocation shall be done by the Developer for and on behalf of and on account of the Owner and the Developer shall only be acting as Developer on behalf of the Owner.

The Developer shall be entitled to sell the Developer's Allocation as hereinabove mentioned together with the undivided proportionate share in the land and shall be entitled to deal with or dispose of the Developer's allocation at the said new constructed Building.

The Landowner shall co-operate with the Developer in obtaining quotas, entitlements and other allocation of or for cement, steel, bricks, and other building material for construction of the said new building for construction of the said new building and obtaining temporary and permanent connection of water (filtered and unfiltered) electricity and possible separate drainage, sewerage and gas etc. for the said building. All costs, charges and

expense including architect's fees shall be paid, discharged and borne by the Developer and the Owner shall have not liability in this context.

ARTICLE - VIII
BUILDING

The Developer shall be authorized in the name of the Owner in so far as is necessary to apply for quotas of or for cement, steel, bricks, and other building materials allocable to the Owner for the construction for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the portion of new building and other inputs and facilities required for the construction or enjoyment of a portion of the building for which purpose, the Owner shall execute in favour of the Developer a Development Power of Attorney and other authorization as shall be required by the Developer.

The Developer shall at it's own costs and expenses and without creating any financial or other liabilities of the Owner construct and complete the said building and various units/flats and/or apartments thereto and/or modification shall be made in the Landowner's Allocation with the consent of the Landowner in writing.

ARTICLE - IX

NOTICE OF POSSESSION & PAYMENT OF TAXES

1. After completion of the work as per the plan, the Developer shall issue a letter to the Landowner at her address before the delivery of possession. On receipt of the said letter, the Landowner shall first take possession of the Owner's Allocation, being free from all encumbrances and then the Developer as a Constituted Attorney of the Owner shall execute Deed of Conveyance in respect of the Developer's allocation to the respective intending purchaser (s) duly nominated by the Developer.

The above mentioned Sale Deeds from the Developer's Allocation can be executed by the said Attorney only after giving possession of the Flats of the Owner's Allocation to the Owner.

2. The Developer shall be liable to pay the taxes from the date of taking possession of the schedule below property till completion of the building and after taking possession and fulfillment of Owner's Allocation, the Owner shall pay proportionate share of taxes for allotted portion's taxes on proportionate share basis from the date of possession of the said allocated portion.

ARTICLE - X
DUTIES & OBLIGATIONS AND/OR REGISTRATION

1. Both the Landowner and the Developer shall abide by all laws, regulations, bye-laws, and rules and regulations imposed by the Government local bodies and as the case may be and shall attend answer and be responsible for any deviation and/or breach of any laws, bye-laws and rules and regulations.
2. The Landowner and the Developer shall keep the interior walls of their allocation clean and harmless including sewer drains pipes and other fittings comprised therein.
3. Simultaneously with execution hereof the Owner shall hand over the custody of the First Schedule premises to the Developer for the purpose of, in connection with and in relation to the proposed construction work.

ARTICLE - XI
OWNER'S INDEMNITY

The Landowner hereby agrees that the Developer shall be entitled to the Developer's allocation as aforesaid and shall enjoy the said allocation without any interference and/or disturbance provided that the Developer perform and fulfill all the terms and conditions herein.

ARTICLE - XII
DEVELOPER'S INDEMNITY

The Developer hereby agrees to keep the Landowner indemnified against all Third party claims and actions arising out of any act or admission or omission of the Developer.

The Developer hereby undertakes to keep the Landowner indemnified, against all actions, suit, costs, proceedings, and claims that may arise out of the constructions of the said proposed building.

ARTICLE- XIII
DEFINITIONS

- 1) **THE LAND** shall mean and include, the land fully described in the FIRST SCHEDULE hereunder written.
- 2) **'THE BUILDING'** shall mean the Multistoried Building with Lift facility comprising the units and other Spaces, which will be constructed as per aforesaid sanctioned plan.
- 3) **'THE UNIT'** shall mean the Flats, Car Parking Spaces and Other Spaces in the building including all fittings and fixtures therein and or thereto.
- 4) **'THE BUILT UP AREA'** shall according to its context means the plinth area of the Flat including the bathrooms and balconies and also thickness of

internal walls, pillars and outer walls (but 50% of such internal walls, which are common between two flats) together with the proportionate area of the staircase & staircase landing of the floor on which the said flat is located in the building or all the flats of the building together with total staircase & staircase landing area of the building as the context permits.

5) **'THE SUPER BUILT UP AREA'** shall according to its context means the Covered Area of the flat plus the proportionate share of common portions and areas as defined herein in respect of the said flat and appurtenances thereto this proportionate share has been calculated 25% of the Covered Area, irrespective of actual measurement of the proportionate share of the common portions and areas being more or less.

6) **'THE COMMON AREAS'** shall mean the common portions comprised in the building as are outside and beyond the exclusive areas of a unit.

7) **'PROPORTIONATE SHARE'** shall mean the Owner's and the intending Purchasers' share in the land and the common areas and faculties and such share from the all common rights and liabilities including common profits and common expenses and payment of taxes if any dues of Kolkata Municipal Corporation, of the unit.

8) **'THE COMMON EXPENSES'** shall mean the expenses incurred for the common purpose.

9) **'THE CO-OWNERS'** shall mean all persons who owned or to own any unit or units, including the Owner herein.

10) **'THE PLAN'** shall mean the plan that will be approved and sanctioned by the Kolkata Municipal Corporation for the building at Municipal Premises No. 652, Kalikapur, P.O. Kalikapur, P.S. Purba Jadavpur, Kolkata- 700099, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation, Ward No. 109, A.D.S.R. Sealdah, South 24 Parganas, in the name of the OWNER herein and at the cost of the Developer.

11) **'COMMON PURPOSES'** shall mean and include the purpose of upkeep, management, maintenance, administration and protection of the common areas and common portion and the purposes of regulating actual rights and liabilities of the co-owners for the comfortable peaceful and

beneficial use, occupation and enjoyment of the co-owners of their respective units and all other purposes or matters in which the co-owners shall have common interest relating to the land and the building.

12) 'WORDS' importing singular shall include plural vice versa and the words importing masculine gender shall mean and include feminine and vice versa and similarly words importing neuter gender shall gender include masculine and feminine genders.

ARTICLE- XIV
MISCELLANEOUS

1. The Landowner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as Partnership between the parties hereto in any manner nor shall the parties hereto constituted as an Association of person.
2. It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and may need of the Owner and various applications and other documents may be required to be signed or made by the Owner which specified provision may not have been mentioned herein. The Owner hereby undertake to do all such acts, deeds, matters and the Owner shall execute all such additional applications and other documents as same may be provided that all such acts, deeds and things do not in any way infringe on the right of the Owner and/or against the spirit of this Agreement.
3. Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Owner if delivered by hand and duly acknowledged or sent by prepaid registered post with A/D and shall likewise be deemed to have been served on the Developer if delivered or sent by prepaid registered post to the Developer at the recorded address.
4. The Developer and the Owner shall mutually frame scheme for the management and administration of the said building and/or common parts therein.
5. The Developer shall pay all Kolkata Municipal Corporation, taxes in respect of the schedule below property and also electricity charges to be paid in respect of Owner's allocated portion from the date of taking over possession of the Schedule below property till the date of completion of the building and handing over possession of the same to the Owner.
6. That the Developer shall bear all expenses for obtaining Income Tax clearance certificate under Section 230(A) of the Income Tax Act, 1962 in respect of the Developer's allocation and any liability (s) or any such taxes

arisen and payable under the Income Tax Act, 1962, the Developer shall bear all such liabilities at his own costs and expenses.

7. The intending Purchasers, Flat Owner, Developer/s and the Landowner shall not do any such thing for which the mutation in respect of the respective Flat is obstructed or objected by the Kolkata Municipal Corporation or any concerning authority.

8. That it has been amicably settled by and between both the Parties herein that if there is any excess construction by virtue of any Revised Plan sanctioned by the Kolkata Municipal Corporation then the said area of excess construction shall be divided between the Landowner and the Developer in equal proportion, i.e. in 50:50 ratio.

9. That it has been decided by and between both the Parties that all the Original Papers of the said property shall be handed over by the First Part to the Second Part at the time of signing of this presents.

**ARTICLE XV
FORCE MAJEURE CLAUSE**

The Landowner and the Developer hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the respective obligations prevented by the existence of bona-fide force majeure shall be suspended during duration of the force majeure.

**ARTICLE XVI
JURISDICTION**

The Court of District 24 Parganas (S) and Calcutta High Court having jurisdiction shall entertain, try and determine all actions suits and proceedings arising out of these presents by and between the parties hereto. There will be no Arbitration proceedings.

FIRST SCHEDULE OF THE PROPERTY :

Description of the Land

ALL THAT piece and parcel of land measuring more or less 4 (Four) Cottahs 12 (Twelve) sq.ft. along with a Tin Shed Structure measuring more or less 100 sq.ft. standing there on, cemented flooring, being Plot No. 2, lying and

situated at Mouza- Kalikapur, J.L. No. 20, R.S. No. 2, Touzi Nos. 3, 5 and 12, R.S. Khatian Nos. 191 and 198, R.S. Dag Nos. 131, 132, 133 and 134, being Municipal Premises No. 652, Kalikapur, P.O. Kalikapur, P.S. Purba Jadavpur, Kolkata- 700099, District- South 24 Parganas, **at Zone-Kalikapur to Kalikapur**, within the limits of the Kolkata Municipal Corporation, Ward No. 109, A.D.S.R. Sealdah, South 24 Parganas, which is butted and bounded in the manner following:-

ON THE NORTH : By Land under Dag No. 133;

ON THE SOUTH : By Land under Dag Nos. 135 and 140;

ON THE EAST : By 16'- 00" wide K.M.C. Road;

ON THE WEST : By Property of Kalipada Dey;

SECOND SCHEDULE ABOVE REFERRED TO

(OWNER'S ALLOCATION)

The Landowner shall has to be allotted 50% of the Built Up Area as per Sanctioned Plan of Kolkata Municipal Corporation of the proposed Multistoried Building with Lift facility together with common facilities and amenities of the said proposed Building including proportionate share of the roof.

THIRD SCHEDULE ABOVE REFERRED TO

(DEVELOPER'S ALLOCATION)

DEVELOPER'S ALLOCATION: Shall mean the entire built up area in the proposed Multistoried Building with Lift facility as per Building Plan that will be sanctioned by the Kolkata Municipal Corporation authority other

than the allocation of the Owner as specifically written above in "Owner's Allocation" along with undivided proportionate share of right and interest in the First Schedule land together with all common facilities, benefits, amenities, easements on the First Schedule land and the said proposed building to be constructed on **ALL THAT** piece and parcel of land measuring more or less 4 (Four) Cottahs 12 (Twelve) sq.ft. along with a Tin Shed Structure measuring more or less 100 sq.ft. standing there on, being Plot No. 2, lying and situated at Mouza- Kalikapur, J.L. No. 20, R.S. No. 2, Touzi Nos. 3, 5 and 12, R.S. Khatian Nos. 191 and 198, R.S. Dag Nos. 131, 132, 133 and 134, being Municipal Premises No. 652, Kalikapur, P.O. Kalikapur, P.S. Purba Jadavpur, Kolkata- 700099, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation, Ward No. 109, A.D.S.R. Sealdah, South 24 Parganas, more fully and particularly described in the First Schedule written herein above.

FOURTH SCHEDULE
COMMON AREAS

- a. The land on which the building is located, all easement and quasi-easements rights, dominant heritage etc. belonging to land and building.
- b. The foundation columns, griders, supports main wall, lobbies, stair, staircase, ways, entrance and exists of the building.
- c. The easements and wards.
- d. Installation of common services such as powers, lights, water, sewerage etc.
- e. Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.
- f. All other parts of this property necessary for convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- g. Boundary walls.
- h. Electric meter, Lift, Lift Room and switches fixed in the common areas.
- i. Ultimate roof of the Building.

FIFTH SCHEDULE
(SPECIFICATION OF CONSTRUCTION)

A. CONCRETE WORK:

R.C.C. framed structure as per design.

B. BRICK WORK:

1. All external walls to be 200mm thick with 1:6 cement sand ratio properly cured.
2. All internal walls to be 75mm/125mm thick in 1:6 cement sand ratio properly cured.

C. PLASTERING AND FINISHING:

1. All external plaster to be 20 mm thick with 1:6 cement sand ratio properly cured.
2. All internal plaster to be 12 mm thick with 1:6 cement sand ratio properly cured.

D. DOORS:

1. All Door frame to be 2.5"X4" made of Sal wood properly seasoned.
2. All main entrance doors will be of Flush Door type with decorative laminate.
3. All internal doors will be of flush door type, machine made phenol bonded formaldehyde treated of standard make with all fitting fixing complete.

E. WINDOWS:

All windows will be of Aluminum sliding with 4 mm glass panels with M.S. Grill of design approved by the Architect.

F. PAINTING AND DECORATION:

1. Putty finish on all internal walls over plaster.
2. Three coats of white washing to the interior surface of the staircase, landing garage etc.
3. One coat of primer for windows, grills, pipes etc.
4. Two coat of snowcem & two coats of weather coat, for the exteriors of the building.

G. KITCHEN:

- i) With C.P. waste fitting, PVC waste pipe and C.P. stop and bib cock etc.
- ii) 100 dia floor trap 1 Nos.

- iii) Kitchen counter 5'-0" long will be provided with black stone 2'-0" wide along with marble finish and back wall to be finished with glazed tiles of 2'-00" high along steel sink on the adjacent wall.

H. FLOORING:

Tiles.

I. SANITARY & PLUMBING:

- i) G.I. pipes ISI approved and C.P. bib cocks stop cocks of branded make.
- ii) White porcelain wash basin.
- iii) C.P. bib cocks 2 Nos.
- iv) One hot water line with all fittings excluding Geyser.
- v) E P W C white porcelain, including approved seat cover and PVC low down cistern with all fitting.
- vi) Stainless steel shower rose wall type with control valves.

J. ELECTRICAL:

- i) All electric wire and cables will be of copper and all specification and workmanship as per I.S. rules, branded make.
- ii) Adequate numbers of Electric points in each flat.

K. LIFT:

A four passenger Lift of reputed make.

EXTRA WORK:- Any extra work other than the aforesaid Specified items shall be entertained against additional charges at a rate as will be decided mutually before execution of the work by the Developer.

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

SIGNED & DELIVERED

By the **LANDOWNER**

In presence of:

1. Ashoke Chakrabarti.
19, Richi Banlim Chandra B.
100-34

2. Malay Lal
Biswas
K. 141

Arunima Kar

SIGNATURE OF THE LANDOWNER

SIGNED, SEALED & DELIVERED

By the **BUILDER/DEVELOPER**

in presence of:

1. Ashoke Chakrabarti.
19, Richi Banlim Chandra B.
K-2

2. Malay Lal
Biswas
K. 141

SIGNATURE OF THE BUILDER/DEVELOPER

Anjananda
Proprietor

SIGNATURE OF THE BUILDER/DEVELOPER

Drafted and Prepared by me:

Avishek Guha

**AVISHEK GUHA
ADVOCATE
HIGH COURT, CALCUTTA.**

AVISHEK GUHA
Advocate
High Court, Calcutta
130/A, Sagar Mania Road,
Pentersree, Kolkata - 700060
Enrolment No. WB/206/2011

Thumb 1st finger middle finger ring finger small finger



left hand					
right hand					

Name MISS. ARUNIMA KAR

Signature Arunima Kar



left hand					
right hand					

Name. SRI ANJAN DUTTA

Signature Anjan Dutta



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

GRN Details

GRN: 192022230090223968
GRN Date: 03/08/2022 20:36:20
BRN : 4461150270412
Gateway Ref ID: IGAOBNUE5
Payment Status: Successful

Payment Mode: Online Payment (SBI Epay)
Bank/Gateway: SBIEPay Payment Gateway
BRN Date: 03/08/2022 20:38:23
Method: State Bank of India NB
Payment Ref. No: 2002352120/1/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr AVISHEK GUHA
Address: HIGH COURT, CACUTTA
Mobile: 9831225973
Period From (dd/mm/yyyy): 03/08/2022
Period To (dd/mm/yyyy): 03/08/2022
Payment ID: 2002352120/1/2022
Dept Ref ID/DRN: 2002352120/1/2022

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002352120/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	15020
2	2002352120/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	15041

IN WORDS: FIFTEEN THOUSAND FORTY ONE ONLY.



भारत सरकार
GOVERNMENT OF INDIA



सुदीप कार
Sudip Kar
जन्मतिथि / DOB: 10/06/1961
पुल्लिंग / GENDER: MALE



4331 6524 2553

आमर आधर, आमर पहिचर



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाना:

130/बि, डा 3,के, पल
रोड, बेहला, बेहला,
कोलकाता,
पश्चिम बंग - 700034

Address:

130/B, DR. A.K. PAL ROAD,
BEHALA, Behala, Kolkata,
West Bengal - 700034

4331 6524 2553

MERA AADHAAR, MERI PEHACHAN

Major Information of the Deed

Deed No :	I-1602-10361/2022	Date of Registration	04/08/2022
Query No / Year	1602-2002352120/2022	Office where deed is registered	
Query Date	02/08/2022 12:43:59 PM	D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Avishek Guha High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9831225973, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 10,30,000/-	Rs. 1,08,75,001/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,020/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



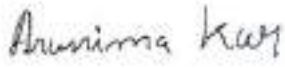
District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kalikapur, Road Zone : (Kalikapur -- Kalikapur) , , Premises No: 652, , Ward No: 109 Pin Code : 700099

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 12 Sq Ft	10,00,000/-	1,08,45,001/-	Width of Approach Road: 16 Ft.,
Grand Total :				6.6275Dec	10,00,000 /-	108,45,001 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq FL	30,000/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		100 sq ft	30,000 /-	30,000 /-	




Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Miss ARUNIMA KAR Daughter of Mr SUDIP KAR Executed by: Self, Date of Execution: 04/08/2022 , Admitted by: Self, Date of Admission: 04/08/2022 ,Place : Office			
	04/08/2022	LTI	04/08/2022	04/08/2022
130B, (Dr.) Akshay Paul Road, City:- Not Specified, P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Female, By Caste: Hindu, Occupation: Advocate, Citizen of: India, PAN No.:: CDxxxxxx4J, Aadhaar No: 80xxxxxxxx9593, Status :Individual, Executed by: Self, Date of Execution: 04/08/2022 , Admitted by: Self, Date of Admission: 04/08/2022 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	E SQUARE DEVELOPER 2/2, Sidhi Nath chatterjee Road, City:- Not Specified, P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 , PAN No.:: AExxxxxx0Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr ANJAN DUTTA (Presentant) Son of Late ASHIM KUMAR DUTTA Date of Execution - 04/08/2022, , Admitted by: Self, Date of Admission: 04/08/2022, Place of Admission of Execution: Office			
	Aug 4 2022 2:59PM, -	LTI	04/08/2022	04/08/2022
PRERONA, 211E, Unique Park, City:- Not Specified, P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx0Q, Aadhaar No: 58xxxxxxxx6253 Status : Representative, Representative of : E SQUARE DEVELOPER (as PROPRIETOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SUDIP KAR Son of Late BIJOY SANKAR KAR 130B, (Dr.) Akshay Paul Road, City:- Not Specified, P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034			
	04/08/2022	04/08/2022	04/08/2022
Identifier Of Miss ARUNIMA KAR, Mr ANJAN DUTTA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Miss ARUNIMA KAR	E SQUARE DEVELOPER-6.6275 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Miss ARUNIMA KAR	E SQUARE DEVELOPER-100.00000000 Sq Ft

Endorsement For Deed Number : I - 160210361 / 2022

On 04-08-2022

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 12:55 hrs on 04-08-2022, at the Office of the D.S.R. - I | SOUTH 24-PARGANAS by Mr ANJAN DUTTA ,

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 1,08,75,001/-

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

Execution is admitted on 04/08/2022 by Miss ARUNIMA KAR, Daughter of Mr SUDIP KAR, 130B, Road: (Dr.) Akshay Paul Road, , P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession Advocate

Identified by Mr SUDIP KAR, , Son of Late BIJOY SANKAR KAR, 130B, Road: (Dr.) Akshay Paul Road, , P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Retired Person

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

Execution is admitted on 04-08-2022 by Mr ANJAN DUTTA, PROPRIETOR, E SQUARE DEVELOPER (Sole Proprietorship), 2/2, Sidhi Nath chatterjee Road, City:- Not Specified, P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034

Identified by Mr SUDIP KAR, , Son of Late BIJOY SANKAR KAR, 130B, Road: (Dr.) Akshay Paul Road, , P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Retired Person

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/08/2022 8:38PM with Govt. Ref. No: 192022230090223968 on 03-08-2022, Amount Rs: 21/-, Bank: SBI EPay (SBIEPay), Ref. No. 4461150270412 on 03-08-2022, Head of Account 0030-03-104-001-16


Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 15,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 053134, Amount: Rs.5,000/-, Date of Purchase: 03/08/2022, Vendor name: S B Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/08/2022 8:38PM with Govt. Ref. No: 192022230090223968 on 03-08-2022, Amount Rs: 15,020/-, Bank: SBI EPay (SBIEPay), Ref. No. 4461150270412 on 03-08-2022, Head of Account 0030-02-103-003-02


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

