

6986/23

I- 6703/23



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 092837

17.05.2023
S.2-11389/21/2023

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

[Signature]
District Sub-Register-III
Alipore, South 24-parganas
17 MAY 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the 17th day of may (Two Thousand Twenty Three) 2023.

BETWEEN

(1) SRI SOBHAN CHAKRABORTY (PAN BCAPC8502N,

ADHAAR NO: 892817764407),son of Sri Sridhar Chakraborty and (2) SMT. SHIKHA CHAKRABORTY (PAN AYRPC1956E, AADHAAR NO: 2644 2190 4063), daughter of late Mantu Chakraborty, both by faith Hindu, both nationality Indian, No. 1 by occupation- Service , No. 2 by occupation- House wife, both residing at AA-I/ 2, Deshbandhu Nagar, P.O. Deshbandhu Nagar Baguiati, Police Station Baguiati, Kolkata 700059, in the District North 24 Parganas, hereinafter referred and called the "OWNERS" (which expression shall unless excluded by or repugnant to the context shall deem and include their heirs executors, administrators, legal representatives and assigns) of the ONE PART

A N D

"VASTU REALTORS" (PAN: AAMFV2415Q), a partnership Firm, having its registered office at "ANANYA", M-173, Garia Garden, P.O- Garia, P.S- Narendrapur formerly Sonarpur , Kolkata 700084, in the District - South 24 Parganas, represented by it's partners namely 1. SRI PAWAN KUMAR AGARWAL (PAN: ACWPA3186D), Aadhaar No.6599 3230 0127, son of Late Roshanlal Agarwal, by faith – Hindu, by Nationality-Indian, by occupation-Business, residing at WINDSOR GREEN, 957, Mahamaya Mandir Road,P.O- Garia, P.S-Narendrapur,Kolkata-700084 and 2. SRI. UMA SHANKAR NAIK (PAN: AEMPN0317F) Aadhaar No. 4750 0146 0669, son of Late Dukhan Sah, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at "ANANYA" Flat -1B, M-173, Garia Garden, P.O- Garia, P.S- Narendrapur, Kolkata- 700084, in the District 24-Parganas (South), hereinafter called and referred to as the DEVELOPER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, administrators, legal representatives, successors in-office and assigns) of the OTHER PART.

WHEREAS

1. One Jitesh Ranjan Ghosh by virtue of purchase and possession and enjoyment thereof seized and possessed ALL THAT piece or parcel of land situated under C.S Dag no. 552 of C.S Khatian no. 202 and 225 , respectively of Mouza-Lashkarpur , J.L NO-57 , Touzi NO 3to 5 of District collectorate R.S No. 174, P.S- Sonarpur, District South 24- Parganas measuring totally 41.85 Decimals more or less and accordingly during the Revisional Settlement Operation the name of the said Jitesh Ranjan Ghosh was entered and recorded in the Revisional Settlement Record thereof.

2. One Shri Dinendra Nath Ghosh has some piece and parcel of land by virtue of purchase which he exchanged with his father the said Jitesh Ranjan Ghosh , aforesaid on the 10th day of November 1964, by the registered deed of Exchange entered in Book No I, Volume No. 992, Pages 250 to 254, being No 4158, for the year 1964, of the District Registry Office at Alipore and accordingly the said Sri Dinendra Nath Ghosh obtained more or less 5 cottahs 5 chittak of land from Dag No 552 of Khaitan No 225 of Mouza-Lashkarpur as absolute bonafide owner thereof and seized and possessd of more or less 10 Decimals of land in the said Mouza on the said Dag or plots as absolute owner thereof.

3. On 13TH day of March 71990 , the said Shri Dinendra Nath Ghosh sold, conveyed and transferred his property of ALL THAT piece and parcel of BASTU land measuring 3 cottahs a bit more or less together with structures situated and lying under holding No. 60, C.S Dag No. 542 of C.S Khatian No. 202 and R.S Dag No. 542(P) of R.S Khatian No. 685 J.L No. 57, MouzaLashkarpur , Touzi No.3 to 5 R.S No. 174, now within the limits of Rajpur-Sonarpur Municipality, in the district South 24-Parganas to one Dwijendra Lal Chowdhury by way of Registered Deed of Conveyance , which was registered at District Sub-Registrar office at Alipore , vide book No I, Volume

No. 87 , pages 105 -113 , Deed no. 3802, for the year 1990 and while seized and possessed the above mentioned property the said Dwijendra Lal Chowdhury recorded his name in the record of the RajpurSonar-pur Municipality and subsequently also has constructed kuchha structure thereon.

4. Said Dwijendra Lal Chowdhury, died intestate on 18.08.2005 leaving behind his wife Smt. Anjana Chowdhury and only son named Deborshi Chowdhury and the said property developed upon them who jointly inherited the said property. After said inheritance Smt. Anjana Chowdhury and Deborshi Chowdhury thus seized and possessed of the land measuring 3 cottahs a bit more or less described in the schedule hereunder wherein she constructed a Kuchha Tile Shed structure thereon measuring 342 square feet and otherwise well and sufficiently entitled in possession to the said Holding No-60 Purba Para , C.S Dag No. 542 of C.S Khatian No. 202 and R.s Dag No. 542(P) of R.S Khatian No. 685 J.L No. 57, Mouza-Lashkarpur, Touzi No.3 to 5, R.S No.174 now within the limits of Rajpur-Sonarpur Municipality, Ward No.29, Police Station Sonarpur Kolkata 700153 , South 24- Parganas and mutated their names in the records of Rajpur-Sonarpur Municipality.

5. Said Smt. Anjana Chowdhury and Deborshi Chowdhury thus seized and possessed of the land measuring 3 cottahs a bit more or less described in the First schedule hereunder wherein she constructed a Kuchha Tile Shed structure thereon measuring 342 square feet thereon and during there peaceful possession on 12/11/2008 sold conveyed and transferred the said land measuring 3 cottahs a bit more or less described in the First schedule hereunder otherwise well and sufficiently entitled in possession to the said Holding No.60 Purba Para , C.S Dag No. 542 of C.S Khatian No. 202 and R.S Dag no. 542(P) of R.S Khatian no. 685 J.L No. 57, Mouza-Lashkarpur , Touzi

No.3 to 5 R.S No. 174, now within the limits of Rajpur-Sonarpur Municipality, Ward No.29, Police Station- Sonarpur Kolkata 700153 , in the district South 24- Parganas infavour of Bibhash Kanti Mitra and Sudipta Mitra duly registered in the D.S.R-IV,Alipur and recorded in Book No.1, Volume No. 3, Pages 2408 to 2425, being No. 01167 for the year 2009.

6. After such purchase said Bibhash Kanti Mitra and Sudipta Mitra while seized and possessed the said property they sold conveyed and transferred land measuring 3 cottahs a bit more or less described in the schedule hereunder otherwise well and sufficiently entitled in possession to the said Holding No.60 Purba Para, C.S Dag No. 542 of C.S Khaitan No. 202 and R.S Dag No. 542(P) of R.S Khaitan No. 685, J.L No. 57, Mouza-Lashkarpur, Touzi No.3 to 5, R.S No. 174 , now within the limits of Rajpur-Sonarpur Municipality, Ward No. 31, Police Station- Sonarpur Kolkata- 700153, in the district South 24-Parganas dated 21/05/2022 infavour of the present owners SRI SOBHAN CHAKRABORTY and SMT. SHIKHA CHAKRABORTY duly registered in the D.S.R-IV,Alipur and recorded in Book No. 1, Volume No. 1902-2022, Pages 228116 to 228149, being No.190205517 for the year 2022.

7. After purchase the aforesaid Sri Sobhan Chakraborty and Smt. Shikha Chakraborty are the owners the total land measuring 3 cottahs a bit more or less C.S Dag No. 542 of C.S Khatian No. 202, R.S Dag No. 542(P), R.S Khatian No. 685, L.R.Dag No. 1216, L.R.Khatian No. 3266 & 3267, J.L No. 57, Mouza-Lashkarpur , Touzi No.3 to 5 R.S No. 174 , now within the limits of Rajpur-Sonarpur Municipality, municipal Holding No.60 Purba Para, Ward No. 31, Police Station-Sonarpur, Kolkata 700153 , in the District South 24- Parganas more fully described in the FIRST SCHEDULE hereunder written.

8. The owners herein with an intention to develop the said property and / or to construct a multi-storied building thereon according to sanction plan to be obtained from the Rajpur-Sonarpur Municipality, approached the Developer herein to construct the same at his costs, finance and experience the Developer herein rely upon the owners' representation has agreed to develop the same by constructing a multi-storied building on the said property as per sanction building plan to be obtained from the office of the Rajpur-Sonarpur Municipality on the following terms and conditions :-

NOW THIS INDENTURE AS FOLLOWS:-

ARTICLES – I – DEFINITIONS

1.1. OWNERS Shall mean (1) SRI SOBHAN CHAKRABORTY son of Sri Sridhar Chakraborty and (2) SMT. SHIKHA CHAKRABORTY daughter of late Mantu Chakraborty, both by faith Hindu, both nationality-Indian, No.1 by occupation- Service, No. 2 by occupation- House wife, both residing at AA-1/2, Deshbandhu Nagar, P.O-Deshbandhu Nagar Baguiati, Police Station- Baguiati, Kolkata 700059, District North 24-Parganas, their legal heirs, representatives, executors, administrators and assigns:

1.2. DEVELOPER shall mean VASTU REALTORS a partnership Firm represented by its partners (1) MR. PAWAN KUMAR AGARWAL son of Late Roshanlal Agarwal and (2) MR. UMA SHANKAR NAIK son of Late Dukhan Sah both by faith-Hindu by occupation- Business, No.1 residing at WINDSOR GREENS, 957, Mahamaya Mandir Road, P.O-Garia, Police Station-Narendrapur, Kolkata-700 084 and No.2 residing at ANANYA, Flat No. 1B, M-173, Garia Garden, P.O-Garia, Police Station-Narendrapur ,Kolkata-700084, having its office at "ANANYA", M-173, Garia Garden, P.O-Garia, Kolkata-700084, hereinafter called and referred to as the DEVELOPER

1.3 PROPERTY shall mean ALL THAT the bastu land measuring 3 cottahs a bit more or less, comprised in C.S Dag No. 542 of C.S Khatian No. 202 and R.S Dag No. 542(P) of R.S Khatian No. 685, L.R.Dag No. 1216, L.R.Khatian No. 3266 & 3267, J.L No. 57, Mouza-Lashkarpur , Touzi No.3 to 5, R.S No. 174, within the Rajpur-Sonarpur Municipality, being municipal Holding No.60 Purba Para , Ward No. 31, Police Station-Sonarpur, Kolkata-700153, District South 24-Parganas more fully described in the FIRST SCHEDULE written hereunder.

1.4 BUILDING Shall mean shall mean the new building or buildings to be constructed on the said premises with the maximum floor area Ratio (FAR) available or permissible under the Rajpur Sonarpur Municipality New Building Rules and Regulations and for the time being prevailing as per the plan to be sanctioned by the Rajpur Sonarpur Municipality Building Department on the FOURTH Schedule property by the Developer.

1.5 BUILT UP AREA shall mean the total covered area of Flat including proportionate share of corridors, staircases, stair lobbies, caretaker room of the New Building or Buildings to be constructed at the said premises.

1.6 SUPER BUILT UP AREA shall mean the total constructed area which will include corridors, staircases, passage gateway, walls, water tanks, lobby reservoirs, pump room, meter room caretaker room together of the walls and such other areas used for accommodating common services to the New Building or Buildings to be constructed at the said premises.

1.7 THE PLAN shall mean and include the Plan or Plans, revised plans, elevations, designs, drawings and specifications of the New Building or Buildings as shall be sanctioned by the Rajpur Sonarpur Municipality, Building Department in accordance with law.

1.8 COMMON AREAS Shall include the passage, ways, stair ways, stair case, gates, all rain water pipes, sewerages, fittings, fixtures, manholes, pit, gullies, roof, water pump, over-head tank and boundary wall etc. for common use and enjoyment of common owners of the building without any separate rights of ownership of such areas.

1.7. LAND OWNERS' ALLOCATION in consideration the owners have agreed to grant an exclusive right to the Developer to commercially exploit the said property by construction of the new building at the cost of the Developer. The owners shall be entitled 50% constructed area in residential flats, Car Parking spaces (open and covered) consisting of in the Ground Floor Western side one 1(One) BHK Flat and one Car Parking Space, First Floor Eastern side one 2(One) BHK Flat No.B1 and in Second Floor Western side one 2(One) BHK Flat No.A2 out of sanction F.A.R in the proposed new building more fully described in the SECOND SCHEDULE hereunder written including the right to use of common areas on an equitable basis to be constructed in accordance with sanctioned building plan to be sanctioned by The Rajpur Sonarpur Municipality and also to be constructed by the Developer in accordance with the specification of work. After demolishing the Existing structure all the garbage shall be taken by the Developer positively.

Be it noted the Developer shall pay to the owner the sum of Rs.3,00,000/- (Rupees Three Lakh) only the non refundable/ forfeited amount in the Following manner:-

- a) At the time of execution of agreement Rs.2,00,000/- (Rupees Two Lakh) Only.
- b) Balance amount Rs.1,00,000/- (Rupees One Lakh) Only after obtaining the sanctioned building plan.

1.8 DEVELOPER'S ALLOCATION shall mean and include the Developer shall be entitled remaining 50% constructed area in residential flats, Car Parking spaces (open and covered) consisting of in the Ground Floor Eastern Side one 1(One) BHK Flat and one Car Parking Space, First Floor Western Side one 2(Two) BHK Flat No.A1 and in Second Floor Eastern Side one 2(One) BHK Flat No.B2 out of sanction F.A.R in the proposed new building together with undivided proportionate share of land, proportionate right, title, interest in the common facilities and amenities including the right to use thereof and also the absolute right on the part of the Developer to enter into agreement for sale, transfer, lease or in any way deal with the same as absolute owners thereof is morefully described in the THIRD SCHEDULE hereunder written.

1.9 ARCHITECT shall mean such person or persons who shall be duly appointed by the Developer for designing and planning of the building and also supervision during continuance of the construction as decided by the Developer.

1.10. Owners being the land owners shall be allotted aforesaid flats and Car Parking spaces fully completed in all respect towards cost of land. The Developer shall be allotted all other flats and remaining Car Parking spaces and other covered spaces together with proportionate share in land in consideration of providing man power expertise supervision and providing cost of construction of the entire building and investment made thereon including all expenses of sanction of Building Plan, electricity, drainage and sewerage.

ARTICLE – II – COMMENCEMENT

2. This agreement shall be deemed to have commence with effect from the date of execution of this agreement.

ARTICLE – III – OWNERS' RIGHTS AND REPRESENTATIONS

3.1 The Owners are absolutely seized and possessed of and /or otherwise well and sufficiently entitled to ALL THAT the bastu land measuring 3 cottahs a bit more or less, comprised in C.S Dag No. 542 of C.S Khatian No. 202 and R.S Dag No. 542(P) of R.S Khatian No. 685, L.R.Dag No. 1216, L.R.Khatian No. 3266 & 3267, J.L No. 57, Mouza-Lashkarpur , Touzi No.3 to 5 R.S No. 174 , now within the limits of Rajpur-Sonarpur Municipality , being municipal Holding No.60 Purba Para , WARD No. 31, Police Station Sonarpur, Kolkata 700153 , in the District South 24- Parganas, mournfully described in the FIRST SCHEDULE written hereunder or in any portion thereof. To construct the said new building the Developer will take all initiative and for such arrangement the owners will assist the Developer as and when required. Moreover, the Owners till this day have not yet entered into any agreement for sale or Joint Venture Agreement with any third party in respect of the said property.

3.2. The said property are free from all encumbrances, charges, liens, lispendents, attachments, trusts, acquisitions, requisitions whatsoever or howsoever of the plan.

3.3 If any defect in title shall be found or if any body shall dispute the title of the Owners in respect of the said property or any suit or action or proceedings shall be initiated regarding the title of the owners in respect of the said property then and in that event, it shall be the responsibility of the Owners to defend such suits, proceedings or actions at their own costs and the owners are hereby further agree to keep the Developer indemnified against all actions, suits, proceedings and costs, charges and expenses.

ARTICLE – IV (DEVELOPER’S RIGHT) :

4.1 The Developer shall arrange to make sanction the building plan from Rajpur-Sonarpur Municipality after obtaining signature from the owners.

4.2. The Developer shall bear all expenditure for obtaining sanction building Plan.

4.3 The owners hereby grant right to the Developer to construct, erect and build upon the said property and shall be able to construct the new building thereon .

4.4. That the Developer here in shall be solely entitled to enter into separate contract or agreement in its name with Building contractor, architects and others for carrying out the development in its risks and cost.

ARTICLE – V – CONSTRUCTION

5.1 In consideration of the owners having agreed to permit the Developer to commercially exploit the said property and to construct, erect, build and complete the said building in accordance with the sanction plan as may be required by the Developer, the Developer has agreed to allocate the owners’ allocated space in the said building. The said owners’ allocation along with total building shall be constructed and completed with good and standard materials and shall contain all amenities which are normally provided for a decent building for residential purposes.

5.2 That it is hereby also agreed that the Developer shall make all arrangements for installation electricity main connection in the said constructed building but not for the installation of separate electricity meter in the owners’ allocated flats and Car Parking space. The owners shall bring

the separate Meters for their allocated flats or other areas at their own costs and responsibility and also shall pay the proportionate costs for installation of Transformer in the said premises. Before taking possession of the owners allocated area the owners shall pay T.D.S at the time of execution of agreement as well as after sanctioned building plan and G.S.T as per Govt. rules to the Competent authority.

ARTICLE – VI – PROCEDURE

6.1 That the owners shall render all assistance and co-operation to the developer for mutation and conversion of the said plot of land including others plot of land for obtaining sanction or permission or clearance etc from The Rajpur-Sonarpur Municipality for the said property. And for that the owners agree to grant and /or execute one irrevocable registered General Power of Attorney in favour of the Developer herein to facilitate the construction of the proposed building according to the sanction Building Plan and sign and execute on all papers and documents relating to the said construction and for taking all essential connecting of water, sewerage, drainage etc and to enable the Developer to enter into the agreement for sale of flats and car parking spaces and other spaces together with execution and registration of sale Deed in favour of the purchasers nominated by Developer. In case of death of any of the owner/s, this agreement shall be binding on the heirs and successors of the deceased owners who shall be bound to ratify this agreement and shall execute and register equal Power of Attorney in favour of the Developer, but the Developer shall have full right to act according to these presents.

6.2 The Developer shall sell and transfer the undivided proportionate share in the land underneath the building comprising in the portion of the Developer's portion/ allocation.

6.3 The Developer shall execute the deed of sale as Constituted Attorney of the owner for the Developer's allocation without owners' consent after complying with Clause No.6.2.

6.4 That the Developer will spend all the money for all necessary permissions for the said construction. Subsequent to that of making the plan by the Architect and sanctioned by The Rajpur-Sonarpur Municipality by the Developer shall undertake the constructional work in the said property.

6.5. The Developer shall undertakes the construction by the standard materials and the specification of materials has been given in FOURTH Schedule hereunder written and the owners shall not raise any objection or obstruction in respect of the materials to be used in the construction or method of construction and the owners 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 property.

6.6 All men and machineries and materials will be supplied by the Developer at its own costs and expenses.

6.7. That the supervision of the construction of building will be undertaken by the Developer and the owners cannot raise any objection for the same without valid reason. All negotiations for the necessary permissions for the construction of the building and also for electric connection, water connection, sewerage system will be done by the Developer as constituted Attorney of the Owners and the Owners cannot raise any objection for the same without valid reason.

6.8 That the Developer shall negotiate the terms and conditions with the intending purchaser/s to sell the

Developer's allocation and shall receive the entire consideration money from the intending Purchaser/s of the said flat and car parking space and shall discharge money receipt for the same as a constituted attorney for the owner. It is the absolute discretion of the Developer that the Developer shall nominate and/or select the intending purchaser for the Developer's allocation in the said property. In that event, the owners shall not be liable for any fault acted by Developer and the Developer exclusively shall be liable for the same.

6.9 That for the purpose of execution of Deed of conveyance in favour of the intending purchaser/purchasers and/or its in the name of the Developer and/or his nominated person/persons, the cost of construction shall be taken into account with the value of the undivided proportionate share of land comprised in the said property .

6.10 That upon construction/completion of the building, the owners at the request of the Developer shall execute appropriate Sale deeds/ conveyance/ Deed of Assignment in favour of the purchaser/s of the Developer's allocated position in respect of the flats and car parking space and other spaces together with undivided proportionate share in land sold by the Developer or alternatively the Developer shall be entitled to execute and register the said sale Deed on behalf of the owners by virtue of the Power of Attorney granted to the developer.

ARTICLE – VII – POSSESSION AND CONSTRUCTION

7.1 It has been agreed between the owners and the Developer that the construction, erection and completion of the said building shall be completed within 18 (Eighteen) months from the date of obtaining the sanction building plan

from The Rajpur-Sonarpur Municipality, If any delay is caused to circumstances beyond control of the Developer in such event the Developer shall be allowed for 6(Six) months period of extension depending upon the progress of the work.

7.2 That the Developer shall on completion of new building, put the Owners in possession of the owner's allocation in complete and habitable condition together with all rights in common specified as common areas and parts and/or facilities in the said building.

7.3 That the Owners shall be entitled to transfer or otherwise deal with the owners' allocation or portion thereof at the sole discretion of the owners. The Developer has exclusively right to transfer the Developer's allocated portion to the nominated person or persons of the Developer.

7.4. It is expressly agreed and declared that the Developer shall be entitled to receive money of the Developer's allocation in the said building without any formal deed of transfer immediately after possession is made over to the developer of the Developer's allocated portion to be constructed by the Developer for which the owners has no responsibility. The construction of the Owners' allocation shall be done by the Developer for and on behalf of and on account of the owners and the Developer shall be the only acting as Developer on behalf of the Owners.

7.5 The Developer shall be entitled to sell the Developer's allocation as herein-above mentioned together with the undivided proportionate share in the land and shall be entitled to deal with the or dispose of the Developer's allocation in any further authority or permission on the part of the owners and without being required to obtain any such further authority or permission from the Owners.

7.6. All costs, charges and expenses including Architect's fees shall be paid, discharged and borne by the Developer and the owners shall have no liability in this context.

ARTICLE – VIII – BUILDING

8. The Developer shall at its own costs and expenses and without creating any financial or other liabilities on the owners, construct and complete the said building and various units/flats and/or apartment thereto and/or modification shall be made in the owners' allocation with the consent of the owners. The name of the building will be "VASTU TAPOBAN".

ARTICLE – IX – NOTICE OF POSSESSION AND PAYMENT OF TAXES

9.1 After completion of the owners allocation as per building plan the Developer shall issue a letter to the owners at their respective address, on receipt of the above-said letter, the owners shall take possession of the owners' allocation with free from all encumbrances .

9.2 The Developer shall be liable to pay the taxes from the date of taking possession of the FIRST SCHEDULE property till completion of the building and after taking possession SECOND SCHEDULE property, the owners shall pay proportionate share of taxes for their allotted portion's on proportionate share basis from the date of taking possession of their allocated portion and also monthly maintenance charge to the Developer until the society of owners shall be formed.

ARTICLE – X – DUTIES & OBLIGATIONS AND/OR REGISTRATION

10.1 Both the owners and the Developer shall abide by all laws, regulations, bye-laws and rules as imposed by the Government, local bodies and as the case may be the

Developer and shall attend answer and be responsible for any deviation and/or breach of any of the said laws, bye-laws and rules and regulations.

10.2 The owners and the Developer shall keep the interior walls of their allocation clean and harmless including sewer, drains, pipes and other fittings comprised therein.

10.3 As soon as this Agreement shall be signed by the parties, the owners shall hand over possession of the First Schedule property to the Developer and also hand over all the original documents relating to the said property..

10.4 The owners shall not cause any obstruction or throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the Building or in the compound corridors or any other portion of the building.

10.5. The owners shall not create any disturbance, impediments, during the construction of the building and shall not do anything for which the construction work may be stopped or hampered for any reason and if the Developer suffers, stoppage of work and any loss or damage due to any interference made on the part of the owner or any of the owners person or for non-performances of contract or obligations by owners then the owners shall be liable to compensate the said loss to the Developer.

ARTICLE – XI – OWNER'S INDEMNITY

11.1. The Owners hereby agree that the Developer shall be entitled to the said construction including the Developer's allocation 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 contained and on its part is to be observed and performed.

ARTICLE – XII – DEVELOPER’S INDEMNITY

12.1 The Developer hereby agrees to keep the owners indemnified against all third party claims and actions arising out of any act or admission of the Developer in or relation to demolition of the said building/structure.

ARTICLE – XIII – MISCELLANEOUS

13.1 The owners 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 any manner nor shall the parties hereto constituted as an association of persons.

13.2 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 owners if delivered by hand and duly acknowledged or sent by pre-paid registered post with A/D and shall likewise be deemed to have been served on the Developer if delivered or sent by pre-paid registered post to the Developer at the recorded address.

13.3. The local problem i.e. Political issue, Club, Local People, Subscription, donation or labour problem every liability shall have Developer side.

ARTICLE – XIV – FORCE MAJEURE COURSES

The owner and the Developer hereto shall not be considered to be liable for any obligations hereunder to the extent that the performance of the relative obligation prevented by the

existence of force majeure and shall be suspended from the obtaining during duration of the force majeure.

ARTICLE – XV – ARBITRATION

In case of any dispute and difference or question be arisen between the parties hereto with regard to this agreement arising out of the meaning of construction of this agreement or their respective rights and liabilities as per this agreement shall be adjudicated in the proper court

FIRST SCHEDULE ABOVE REFERRED TO
(Description of Land)

ALL THAT piece and parcel of ^{vacant} bastu land measuring 3 Cottahs be the same a little more or less comprised in C.S.Dag No. 542 corresponding to C.S. Khatian No. 202, R.S. Dag No. 542(P). L.R.Dag No. 1216, corresponding to R.S. Khatian No. 685, L.R.Khatian No. 3266 & 3267, J.L. No. 57, within Mouza Laskarpur, duly demarcated by brick built boundary wall having 12 feet wide road on the northern side and having 8 feet road on the western side lying and situated under Ward No. 31 within Rajpur Sonarpur Municipality being Municipal Holding No. 60, Purba Para, P.S- Sonarpur, Kolkata 700 153, District South 24 parganas, which will be treated as part of this agreement and butted and bounded by :-

ON THE NORTH : 12' wide common Passage.
ON THE SOUTH : R.S.Dag No. 542(P).
ON THE EAST : 12' wide Passage & R.S.Dag No. 542(P)
ON THE WEST : 8' wide common Passage

Laman Kumar of Sonarpur.
Uma Shankar Nayak

SECOND SCHEDULE ABOVE REFERRED TO
(LAND OWNERS' ALLOCATION)

The owners shall be entitled 50% constructed area in residential flats, Car Parking spaces (open and covered) consisting of in the Ground Floor Western side One1(One) BHK Flat and one Car Parking Space, First Floor Eastern side one 2(One) BHK Flat No.B1 and in Second Floor Western side one 2(One) BHK Flat No.A2 in the proposed new building out of sanction F.A.R in the proposed new building including the right to use of common areas on an equitable basis to be constructed in accordance with sanction building plan to be sanctioned by The Rajpur Sonarpur Municipality and also to be constructed by the Developer in accordance with the specification of work.

Be it noted the Developer shall pay to the owner the sum of Rs.3,00,000/- (Rupees Three Lakh) only the nonrefundable/ forfeited amount in the Following manner:-

a) At the time of execution of agreement Rs.2,00,000/- (Rupees Two Lakh) Only.

b) Balance amount Rs.1,00,000/- (Rupees One Lakh) Only after obtaining the sanctioned building plan.

THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

DEVELOPER'S ALLOCATION shall mean and include the Developer shall be entitled remaining 50% constructed area in residential flats, Car Parking spaces (open and covered) Consisting of in the Ground Floor Eastern side One 1(One) BHK Flat and one Car Parking Space, First Floor Western side one 2(One) BHK No. A1 and in Second Floor Eastern Side one 2(One) BHK Flat No.B2 in the proposed new building out of sanction F.A.R in the proposed new building together with undivided proportionate share of land, proportionate right, title, interest in the common facilities and amenities including the right to use thereof and also the absolute right on the part of the Developer to enter into agreement for sale, transfer, lease or in any way deal with the same as absolute owners thereof

FOURTH SCHEDULE ABOVE REFERRED TO
(Specification)

1. Foundation : R.C.C. column base, Column and tie beam Casting 1:2: 3 Mix.
1A. Structure : Frame structure .
2. Bricks Works : Made of first class Bricks; 200 mm thick wall 1:5 cement mortar, 125/75mm thick wall 1:4 cement mortar burnt bricks, (1:6) cement mortar, and H.B. nets in 75mm thick walls.
3. Plastering : All plaster works will be done with approved quality Cement, standard thickness, (1:4) cement sand mortar.
4. Flooring : Floor Tiles
5. Painting : All internal walls cement plastered with Plaster with putty finish. All external walls of weather coat finish. Synthetic primer to steel and wood works.
6. Doors : Flush doors with Commercial Ply and Sal wood frame of standard thickness.
7. Windows : Aluminum Sliding with Grill.
8. Electric Works : Concealed wiring and board with piano switches. In each bed room – 2 light pts, 1 fan pt. & 1 plug pt. In Kitchen cum dining room – 3 light pts., 2 fan pts., 1 plug pt. 1 Fridge pt. and 1 TV pt. In Kitchen 1 light pt. 1 exhaust fan pt & 1 power pt. In Toilet – 1 light pt. 1 Geyser pt. In Verandah-1 light pt. only. Water pump connected with starter switch, security light in common passage and 1 light pt. at each stair-landing will be provided.
9. Water Supply & Sanitary : Water supply will be through necessary fittings from Deep Tube well and overhead water tank with necessary pump fittings. All the water and sanitary works will be done with approved quality PVC pipes and approved quality fittings with Necessary drainage/sewage lines.
10. Toilet : Each toilet with 6' feet high glazed tiled wall and White commode, Shower, PVC white cistern & One white wash basin in toilet only with fittings of standard size and quality.
11. Water Closet : Wall would be finished gray Tiles up to 6' feet height from the floor with conceal pipe line for water supply provided with white colour Commode with cistern, one water tap and one commode shower.
W.C
11. Kitchen : Black stone platform, one steel washing sink, with 2'-6" tiled wall above the cooking platform.

IN WITNESS WHEREOF the parties hereto set and subscribe their hands and seals on the day, month and year first above-written:-

SIGNED, SEALED AND DELIVERED

In presence of :-

WITNESSES:-

1. Sridhar Chakraborty
AA/2, Deshbandhunagar
Kol - 700059

Sobhan Chakraborty
Shikha Chakraborty
SIGNATURE OF THE OWNERS

VASTU REALTOR

Ganesh Kumar Mishra
Partner

VASTU REALTOR

Uma Shankar Naik

SIGNATURE OF THE DEVELOPER

2. Rahul Das
Drafted by:- Aipure Judges Court
Kol-27

K. S. Mondal

Aipure Judge Court
Kol-27

MEMO OF CONSIDERATION

RECEIVED on and from the within named Developer the sum of Rs.2,00,000/- (Rupees Two Lakh) only nonrefundable amount as per memo below :-

By	No	Bank Name	Date	Amount
ch	173837	S.B.I	15.05.23	Rs. 1,80,000/-
	2173838	mahamayata Bn.		20,000/-
-	-	T.D.S	-	Rs. 2,00,000/-

(Rupees Two Lac) only

Ganesh Kumar Mishra
Uma Shankar Naik

WITNESSES:-

1. Sridhar Chakraborty

Sobhan Chakraborty

Shikha Chakraborty
SIGNATURE OF THE OWNERS

2. Rahul Das



	Thumb	1st finger	Middle finger	Ring finger	Small Finger
Left hand					
Right hand					

Name SOBHAN CHAKRABORTY

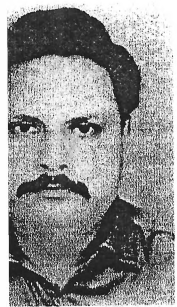
Signature Sobhan Chakraborty



Left hand					
Right hand					

Name SHIKHA CHAKRABORTY

Signature Shikha Chakraborty



Left hand					
Right hand					

Name PAWAN KUMAR AGARWAL

Signature Pawan Kumar Agarwal



Left hand					
Right hand					

Name UMA SHANKAR NAIK

Signature Uma Shankar Naik

Major Information of the Deed



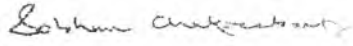


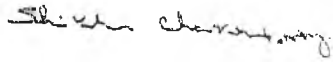
Deed No :	I-1603-06703/2023	Date of Registration	17/05/2023
Query No / Year	1603-2001138972/2023	Office where deed is registered	
Query Date	06/05/2023 2:34:40 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Rahul Das Alipore Judges Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8961940256, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-]		
Set Forth value	Market Value		
	Rs. 43,74,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 2,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip (Urba area)		

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Purba Para Main Road, Mouza: Laskarpur, Holding No:60 JI No: 57, Pin Code : 700153

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1216 (RS :-)	LR-3266	Bastu	Danga	1 Katha 8 Chatak		21,87,000/-	Width of Approach Road: 12 Ft.,
L2	LR-1216 (RS :-)	LR-3267	Bastu	Danga	1 Katha 8 Chatak		21,87,000/-	Width of Approach Road: 12 Ft.,
		TOTAL :			4.95Dec	0 /-	43,74,000 /-	
	Grand Total :				4.95Dec	0 /-	43,74,000 /-	



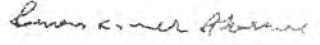


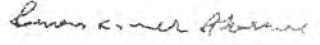


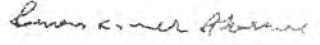
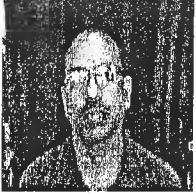


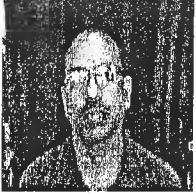


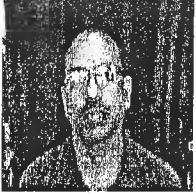


Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Sobhan Chakraborty Son of Sridhar Chakraborty Executed by: Self, Date of Execution: 17/05/2023 , Admitted by: Self, Date of Admission: 17/05/2023 ,Place : Office	Photo 	Finger Print 	Signature 
	17/05/2023	LTI 17/05/2023	17/05/2023	
City:- , P.O:- Deshbandhu Nagar, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: BCxxxxxx2n,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 17/05/2023 , Admitted by: Self, Date of Admission: 17/05/2023 ,Place : Office				
2	Name Shikha Chakraborty Daughter of Late Mantu Chakraborty Executed by: Self, Date of Execution: 17/05/2023 , Admitted by: Self, Date of Admission: 17/05/2023 ,Place : Office	Photo 	Finger Print 	Signature 
	17/05/2023	LTI 17/05/2023	17/05/2023	
City:- , P.O:- Deshbandhu Nagar, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AYxxxxxx6e,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 17/05/2023 , Admitted by: Self, Date of Admission: 17/05/2023 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Vastu Realtors City:- , P.O:- Garia, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 , PAN No.: AAxxxxxx5q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Pawan Kumar Agarwal (Presentant) Son of Late Roshanlal Agarwal Date of Execution - 17/05/2023, , Admitted by: Self, Date of Admission: 17/05/2023, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>May 17 2023 12:52PM</td> <td>LTI 17/05/2023</td> <td>17/05/2023</td> <td></td> </tr> </tbody> </table> <p>City:- Not Specified, P.O:- Garia, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx6D,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Vastu Realtors (as Partner)</p>	Name	Photo	Finger Print	Signature	Pawan Kumar Agarwal (Presentant) Son of Late Roshanlal Agarwal Date of Execution - 17/05/2023, , Admitted by: Self, Date of Admission: 17/05/2023, Place of Admission of Execution: Office				May 17 2023 12:52PM	LTI 17/05/2023	17/05/2023	
Name	Photo	Finger Print	Signature										
Pawan Kumar Agarwal (Presentant) Son of Late Roshanlal Agarwal Date of Execution - 17/05/2023, , Admitted by: Self, Date of Admission: 17/05/2023, Place of Admission of Execution: Office													
May 17 2023 12:52PM	LTI 17/05/2023	17/05/2023											
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Uma Shankar Nayek Son of Late Dukhan Sah Date of Execution - 17/05/2023, , Admitted by: Self, Date of Admission: 17/05/2023, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>May 17 2023 12:53PM</td> <td>LTI 17/05/2023</td> <td>17/05/2023</td> <td></td> </tr> </tbody> </table> <p>City:- Not Specified, P.O:- Garia, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: Aexxxxxx7f,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Vastu Realtors (as Partner)</p>	Name	Photo	Finger Print	Signature	Mr Uma Shankar Nayek Son of Late Dukhan Sah Date of Execution - 17/05/2023, , Admitted by: Self, Date of Admission: 17/05/2023, Place of Admission of Execution: Office				May 17 2023 12:53PM	LTI 17/05/2023	17/05/2023	
Name	Photo	Finger Print	Signature										
Mr Uma Shankar Nayek Son of Late Dukhan Sah Date of Execution - 17/05/2023, , Admitted by: Self, Date of Admission: 17/05/2023, Place of Admission of Execution: Office													
May 17 2023 12:53PM	LTI 17/05/2023	17/05/2023											

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Rahul Das Son of Mr N Ch Das Alipore Judges Court, City:- Not Specified, P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
	17/05/2023	17/05/2023	17/05/2023

Identifier Of Sobhan Chakraborty, Shikha Chakraborty, Pawan Kumar Agarwal, Mr Uma Shankar Nayek

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Sobhan Chakraborty	Vastu Realtors-1.2375 Dec
2	Shikha Chakraborty	Vastu Realtors-1.2375 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Sobhan Chakraborty	Vastu Realtors-1.2375 Dec
2	Shikha Chakraborty	Vastu Realtors-1.2375 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Purba Para Main Road,
Mouza: Laskarpur, , Holding No:60 JI No: 57, Pin Code : 700153

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1216, LR Khatian No:- 3266		Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 1216, LR Khatian No:- 3267		Seller is not the recorded Owner as per Applicant.

- On 17-05-2023

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

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

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

Presented for registration at 11:45 hrs on 17-05-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Pawan Kumar Agarwal .

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 43,74,000/-

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

Execution is admitted on 17/05/2023 by 1. Sobhan Chakraborty, Son of Sridhar Chakraborty, P.O: Deshbandhu Nagar, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by Profession Business.
2. Shikha Chakraborty, Daughter of Late Mantu Chakraborty, P.O: Deshbandhu Nagar, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by Profession House wife
Indetified by Mr Rahul Das, , , Son of Mr N Ch Das, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 17-05-2023 by Pawan Kumar Agarwal, Partner, Vastu Realtors (Partnership Firm), City:- , P.O:- Garia, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Indetified by Mr Rahul Das, , , Son of Mr N Ch Das, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Execution is admitted on 17-05-2023 by Mr Uma Shankar Nayek, Partner, Vastu Realtors (Partnership Firm), City:- , P.O:- Garia, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Indetified by Mr Rahul Das, , , Son of Mr N Ch Das, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,053.00/- (B = Rs 2,000.00/- , 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 2,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 08/05/2023 4:32PM with Govt. Ref. No: 192023240044713538 on 08-05-2023, Amount Rs: 2,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 1486621128633 on 08-05-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 2,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2384, Amount: Rs.5,000.00/-, Date of Purchase: 15/05/2023, Vendor name: Subhojit Deb

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 08/05/2023 4:32PM with Govt. Ref. No: 192023240044713538 on 08-05-2023, Amount Rs: 2,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 1486621128633 on 08-05-2023, Head of Account 0030-02-103-003-02

Debasish Dhar

DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 190249 to 190278

Deed No 160306703 for the year 2023.



Digitally signed by Debasish Dhar
Date: 2023.05.17 18:35:19 +05:30
Reason: Digital Signing of Deed.

Dhar

(Debasish Dhar) 2023/05/17 06:35:19 PM

DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)