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certified that the document is admitted for 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

01 SEP 2021

THIS AGREEMENT FOR DEVELOPMENT OF A REAL ESTATE PROJECT  
(hereinafter called and referred as the "Development Agreement"), &  
Development Power of Attorney is made on this the 1<sup>st</sup> day of September, Two  
Thousand Twenty-One, (2021).

BETWEEN

Mrs. Neelita Adhikari  
Aparajita Das Barman

MATRI ENTERPRISE

*[Signature]*

Proprietor

(1) **SMT ARPITA SHYAMAL ADHIKARI** [PAN - AECPA1595A], [AADHAR NO. 893167642275], wife of Sri Shyamal Adhikari and daughter of Late Amitava Sengupta and Late Santa Sengupta, by faith-Hindu, by Occupation-Service, by nationality - Indian, permanent Address-Flat No.501/B, Archit Ruturang Pipeline Road, Sawarkar Nagar Nashik, P.S.-Gangapur Road, P.O-Savarkar Nagar, Maharashtra-422013 and (2) **SMT APARAJITA DAS BARMAN** [PAN - AZHPD6003A], [AADHAR NO. 721610905886], wife of Sri Siddhartha Das Barman and daughter of Late Amitava Sengupta and Late Santa Sengupta, by faith-Hindu, by Occupation-Housewife, by nationality - Indian, residing at C/59, Baghajatin Station Road, P.O. Regent Estate, P.S. Jadavpur, Kolkata - 700 092, District South 24 Parganas, hereinafter shall be called and referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representative and assigns and nominee or nominees) of the **ONE PART**.

**AND**

**M/S. MATRI ENTERPRISE**, (KMC CE NO. 409712001504) a proprietorship firm having its office at 57/1G, Netaji Subhas Chandra Bose Road, P.O. Regent Park, P.S. Regent Park, Kolkata-700040, represented its sole proprietor **SRI PRANAB DUTTA (PAN- AGYPD0012F) (Aadhaar No- 463365651779)** son of Late Kiransankar Dutta, by faith- Hindu, by occupation - Business, by nationality - Indian, residing at 57/1G, Netaji Subhas Chandra Bose Road, P.O. Regent Park, P.S. Regent Park, Kolkata-700040, District South 24 Parganas, hereinafter shall be called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context shall mean and include his legal heirs, successors-in-office, executors, administrators, legal representatives, successors- in office and successors-in- assigns) of the **OTHER PART**.

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MATRI ENTERPRISE

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Proprietor



**WHEREAS** one Shri Bhutnath Mukhopadhyay was absolutely seized and possessed of or otherwise well and sufficiently entitled to as the Rayat owner of **ALL THAT** the piece or parcel of land measuring more or less 1.99 Acres lying and situated within the District 24 Parganas (Now South), under Mouza-Naktala Village, Pargana - Khaspur, Touji No. 56, R. S. No. 24, J.L. No.32, Sub Registration Office at Alipore, Police Station - Jadavpur formerly Tollygunge Sadar, appertaining to C. S. Dag No. 452 recorded in C. S. Sub Khatian No. 219/1 under C. S. Maliki Khatian No. 219 paying the ground rents to the Zamindars - Sarat Chandra Modal and others of Bowali.

**AND WHEREAS** by way of a registered Deed of Conveyance dated 23.08.1932, said Shri Bhutnath Mukhopadhyay, being Vendor therein against valuable consideration mentioned therein sold, granted assured conveyed and transferred **ALL THAT** the piece or parcel of land measuring more or less 1.99 Acres lying and situated within the District 24 Parganas (Now South), under Mouza-Naktala Village, Pargana - Khaspur, Touji No. 56, R. S. No. 24, J.L. No.32, Sub Registration Office at Alipore, Police Station - Jadavpur formerly Tollygunge Sadar, appertaining to C. S. Dag No. 452 recorded in C. S. Sub Khatian No. 219/1 under C. S. Maliki Khatian No. 219, unto and in favour of one Smt Bibhabati Ghatak, wife and benamdar of Shri Sitanath Ghatak, being the Purchaser therein and handed over peaceful vacant possession of the same forever free from all encumbrances whatsoever. Said Deed of Conveyance dated 23.08.1932 was duly registered at the office of the Sadar Sub Registrar at Alipore and recorded in Book No. 1, Volume No. 60 from Pages 261 to 268 as Being No. 3127 for the year 1932.

**AND WHEREAS** while seized and possessed of the aforesaid property as absolute owner, said Sitanath Ghatak took loan from one Shri Subir Chandra Karmakar and could not repay the said loan as per commitment.

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Said Shri Subir Chandra Karmakar instituted a Money Suit No. 656/1935 against said Sitanath Ghatak in the court of Learned 1<sup>st</sup> Munsiff at Alipore District Court and received decree against said Sitanath Ghatak and for implementation of the said Decree against said Sitanath Ghatak, said Shri Subir Chandra Karmakar instituted M. Suit No. 1505/1937 in the court of Learned 2<sup>nd</sup> Munsiff at Alipore District Court and the Court was pleased to pass final decree to take possession of the aforesaid property by auction through the Learned Court. Being the highest bidder in the said auction, the Learned Court for recovery of the amount receivable by said Shri Subir Chandra Karmakar, sold the aforesaid property to one Shri Dashorathi Ganguly of Chetla on 18.07.1937 and obtained the sale certificate from the learned Court on 21.09.1937.

**AND WHEREAS** while seized and possessed of the aforesaid property as absolute lawful owner, by way of a registered Deed of Conveyance dated 18.06.1940, said Shri Dashorathi Ganguly, being Vendor therein against valuable consideration mentioned therein sold, granted assured conveyed and transferred **ALL THAT** the piece or parcel of land measuring more or less 1.99 Acres lying and situated within the District 24 Parganas (Now South), under Mouza-Naktala Village, Pargana - Khaspur, Touji No. 56, R. S. No. 24, J.L. No.32, Sub Registration Office at Alipore, Police Station - Jadavpur formerly Tollygunge Sadar, appertaining to C. S. Dag No. 452 recorded in C. S. Sub Khatian No. 219/1 under C. S. Maliki Khatian No. 219, unto and in favour of one Shri Khajan Singh Ahluwalia, being the Purchaser therein and handed over peaceful vacant possession of the same forever free from all encumbrances whatsoever. Said Deed of Conveyance dated 18.06.1940 was duly registered at the office of the District Sub Registrar at Alipore and recorded in Book No. 1, Volume No. 60 from Pages 132 to 136 as Being No. 1998 for the year 1940.

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**AND WHEREAS** while seized and possessed of the aforesaid property as absolute lawful owner in order to develop the said land, said Shri Khajan Singh Ahluwalia, sub divided the aforesaid land in small individual plots connected with each other by common passages and roads and declared to sell smaller plots to individual independent purchasers.

**AND WHEREAS** while seized and possessed of the aforesaid property as absolute lawful owner, by way of a registered Deed of Conveyance dated 22.09.1961, said Shri Khajan Singh Ahluwalia, being Vendor therein against valuable consideration mentioned therein sold, granted assured conveyed and transferred **ALL THAT** the demarcated piece or parcel of land measuring more or less 1 (One) Bigha 11 (Eleven) Cottahs 11 (Eleven) Chittacks and 39 (Thirty Nine) Square Feet out of his 1.99 Acres lying and situated within the District 24 Parganas (Now South), under Mouza-Naktala Village, Pargana - Khaspur, Touji No. 56, R. S. No. 24, J.L. No.32, Sub Registration Office at Alipore, Police Station - Jadavpur formerly Tollygunge Sadar, appertaining to C. S. Dag No. 452 recorded in C. S. Sub Khatian No. 219/1 under C. S. Maliki Khatian No. 219, unto and in favour of M/s. Central Land and Building Society of 2/2, Southern Avenue, Kolkata, being the Purchaser therein and handed over peaceful vacant possession of the same to them forever free from all encumbrances whatsoever. Said Deed of Conveyance dated 22.09.1961 was duly registered at the office of the Sub Registrar at Alipore and recorded in Book No. 1, Volume No. 125 from Pages 246 to 258 as Being No. 7725 for the year 1961.

**AND WHEREAS** while seized and possessed of the aforesaid property as absolute lawful owner in order to develop the said land, said M/s. Central Land and Building Society of 2/2, Southern Avenue, Kolkata, sub divided the aforesaid land in small individual plots connected with each other by

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common passages and roads and declared to sell smaller plots to individual independent purchasers.

**AND WHEREAS** while seized and possessed of the aforesaid property as absolute lawful owner, by way of a registered Deed of Conveyance dated 22.03.1962, said M/s. Central Land and Building Society of 2/2, Southern Avenue, Kolkata, being Vendor therein against valuable consideration mentioned therein sold, granted assured conveyed and transferred **ALL THAT** the demarcated piece or parcel of land measuring more or less 3 (Three) Cottahs 0 (Zero) Chittacks and 0 (Zero) Square Feet out of their 1 (One) Bigha 11 (Eleven) Cottahs 11 (Eleven) Chittacks and 39 (Thirty Nine) Square Feet out of 1.99 Acres lying and situated within the District 24 Parganas (Now South), under Mouza-Naktala Village, Pargana - Khaspur, Touji No. 56, R. S. No. 24, J.L. No.32, Sub Registration Office at Alipore, Police Station - Jadavpur formerly Tollygunge Sadar, appertaining to C. S. Dag No. 452 recorded in C. S. Sub Khatian No. 219/1 under C. S. Maliki Khatian No.219, unto and in favour of Shri Amarendra Nath Mukhopadhyay, son of Late Krishno Dhan Mukhopadhyay of Bhubandanga, being the Purchaser therein and handed over peaceful vacant possession of the same to him forever free from all encumbrances whatsoever. Said Deed of Conveyance dated 22.03.1962 was duly registered at the office of the Sub Registrar at Alipore and recorded in Book No. 1, Volume No. 48 from Pages 82 to 95 as Being No. 2417 for the year 1962.

**AND WHEREAS** said Shri Amarendra Nath Mukhopadhyay duly mutated his name in the records of the Calcutta Municipal Corporation and the said land was assessed as Pre. No. 26K, Naktala Lane and started paying the rates taxes and other outgoings to the competent authorities in fee simple and enjoyed the said land as absolute lawful owner free from all encumbrances whatsoever.

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**AND WHEREAS** while seized and possessed of the aforesaid property as absolute lawful owner, by way of a registered Deed of Conveyance dated 23.06.1975, said Shri Amarendra Nath Mukhopadhyay, being Vendor therein against valuable consideration mentioned therein sold, granted assured conveyed and transferred **ALL THAT** the demarcated piece or parcel of land measuring more or less 3 (Three) Cottahs 0 (Zero) Chittacks and 0 (Zero) Square Feet lying and situated at and being KMC Pre. No. 26K, Naktala Lane, Kolkata - 700 047 within the District 24 Parganas (Now South), under Mouza-Naktala Village, Pargana - Khaspur, Touji No. 56, R. S. No. 24, J.L. No.32, Sub Registration Office at Alipore, Police Station - Jadavpur formerly Tollygunge Sadar, appertaining to C. S. Dag No. 452 recorded in C. S. Sub Khatian No. 219/1 under C. S. Maliki Khatian No. 219, within the municipal limits of Ward No. 100 of the Calcutta Municipal Corporation, unto and in favour of Shri Amitava Sengupta, son of Late Jogendra Mohan Sengupta and Smt Santa Sengupta, wife of Shri Amitava Sengupta, jointly being the Purchasers therein and handed over peaceful vacant possession of the same to them forever free from all encumbrances whatsoever. Said Deed of Conveyance dated 23.06.1975 was duly registered at the office of the District Sub Registrar at Alipore and recorded in Book No. 1, Volume No. 140 from Pages 250 to 256 as Being No. 5828 for the year 1975.

**AND WHEREAS** while seized and possessed of the aforesaid property as absolute lawful joint owner, said Smt Santa Sengupta died intestate on 04.01.2019 leaving behind her surviving as her legal heirs - Shri Amitava Sengupta (Husband), Smt Arpita Shyamal Adhikari (Daughter), wife of Sri Shyamal Adhikari and Smt Aparajita Das Barman (Daughter), wife of Sri Siddhartha Das Barman, who inherited her left over undivided  $\frac{1}{2}$  share equally as per provisions of the Hindu Succession Act, 1956.

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**AND WHEREAS** while seized and possessed of the aforesaid property as absolute lawful joint owner, said Amitava Sengupta died intestate on 14.07.2020 leaving behind him surviving as his legal heirs -Smt Arpita Shyamal Adhikari (Daughter), and Smt Aparajita Das Barman (Daughter), who inherited his left over undivided 2/3<sup>rd</sup> share equally as per provisions of the Hindu Succession Act, 1956.

**AND WHEREAS** thus in the manner recited above, the owners - Smt Arpita Shyamal Adhikari, and Smt Aparajita Das Burman, became seized and possessed of or otherwise well and sufficiently entitled to as lawful joint owners of **ALL THAT** the demarcated piece or parcel of land said to be measuring more or less 3 (Three) Cottahs 0 (Zero) Chittacks and 0 (Zero) Square Feet lying and situated at and being KMC Pre. No. previously 26K, Naktala Lane, and presently K.M.C Premises No. 26K, Durgaprasanna Paramhansha Road, Kolkata - 700 047 within the District - South 24 Parganas, under Mouza-Naktala, Pargana - Khaspur, Touji No. 56, R. S. No. 24, J.L. No.32, Sub Registration Office at Alipore, Police Station - Jadavpur formerly Tollygunge Sadar, appertaining to C. S. Dag No. 452 recorded in C. S. Sub Khatian No. 219/1 under C. S. Maliki Khatian No. 219, within the municipal limits of Ward No. 100 of the Kolkata Municipal Corporation.

**AND WHEREAS** thus the Owners herein are enjoying the peaceful and uninterrupted possession of the said premises/property i. e. **ALL THAT** the demarcated piece or parcel of land said to be measuring more or less 3 (Three) Cottahs 0 (Zero) Chittacks and 0 (Zero) sq.ft lying and situated at and being KMC Pre. No. 26K, Durgaprasanna Paramhansha Road, Kolkata - 700 047, within the District - South 24 Parganas, under Mouza-Naktala, Pargana - Khaspur, Touji No. 56, R. S. No. 24, J.L. No.32, Sub Registration Office at Alipore, Police Station - Jadavpur formerly Tollygunge Sadar,

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appertaining to C. S. Dag No. 452 recorded in C. S. Sub Khatian No. 219/1 under C. S. Maliki Khatian No. 219, within the municipal limits of Ward No. 100 of the Kolkata Municipal Corporation, more fully and particularly described in the **FIRST SCHEDULE** written hereinafter and referred to as the said **PREMISES**. And said land is free from all encumbrances whatsoever by paying the rates, taxes and other outgoings regularly and punctually to the competent authorities in fee simple and represented to the Developer that the said property and every part thereof is free from all encumbrances, lien, lis pen dense, attachment, acquisition or requisition and they have good marketable title to transfer and alienate the same and upon scrutiny and searches the Developer found the title of the owners of the said property as true and correct the party of the second part have agreed to act as developer to develop the said immovable property, inter alia, on the following terms, conditions and consideration and hence this Agreement.

**AND WHEREAS** the owners have specifically represented to the Developer that they are the absolute lawful owners of the said property more fully and particularly mentioned and described in the First Schedule hereunder written and the Developer has been satisfied that the Owners are absolutely seized and possessed of or well and sufficiently entitled to the said entire premises as the lawful Owners thereof without any hindrance, claim, question, or demand being raised by anybody in this behalf and have also declared and confirmed that they have not executed any sort of instrument like sale, lease, gift, mortgage, charge or agreement for sale, and Development Agreement with regard to the said property with anybody/bodies/person/persons, concern/concerns/company /companies and authority/authorities.

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**AND WHEREAS** it has been agreed by and between the parties hereto that the Developer shall develop and/or cause to be developed said premises in the manner as has been agreed upon by and between the parties hereto and has hereinafter provided.

**AND WHEREAS** it is the desire of the parties hereto to reduce the agreement in writing and hence this Agreement.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

**ARTICLE- I DEFINITIONS**

1. (1) **SMT ARPITA SHYAMAL ADHIKARI** [PAN - AECPA1595A], [AADHAR NO. 893167642275], wife of Sri Shyamal Adhikari and daughter of Late Amitava Sengupta and Late Santa Sengupta, by faith-Hindu, by Occupation-Service, by nationality - Indian, permanent Address-Flat No.501/B, Archit Ruturang Pipeline Road, Sawarkar Nagar Nashik, P.S-Gangapur Road, P.O-Savarkar Nagar, Maharashtra-422013 and (2) **SMT APARAJITA DAS BARMAN** [PAN - AZHPD6003A], [AADHAR NO. 721610905886], wife of Sri Siddhartha Das Barman and daughter of Late Amitava Sengupta and Late Santa Sengupta, by faith-Hindu, by Occupation-Housewife, by nationality - Indian, residing at C/59, Baghajatin Station Road, P.O. Regent Estate, P.S. Jadavpur, Kolkata - 700 092, District South 24 Parganas, hereinafter jointly called the **OWNERS** including their respective heirs, executors, administrators, representative and assigns and nominee or nominees.
2. **M/S. MATRI ENTERPRISE**, (KMC CE NO. 409712001504) a proprietorship firm having its office at 57/1G, Netaji Subhas Chandra Bose Road, P.O. & P.S-Regent Park, Kolkata-700040, represented its sole proprietor **SRI PRANAB DUTTA** (PAN- AGYPD0012F) (Aadhaar

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**No-463365651779)** son of Late Kiransankar Dutta, by faith- Hindu, by occupation - Business, by nationality - Indian, residing at 57/1G, Netaji Subhas Chandra Bose Road, P.O. Regent Park, P.S. Regent Park, Kolkata-700040, District South 24 Parganas, hereinafter referred to as the "**DEVELOPER**" including their respective legal heirs, successors-in-office, executors, administrators, legal representatives, successors- in office and successors-in- assigns.

3. **TITLE DEED** shall mean all deeds, documents, papers and writings regarding title of the said property.
4. **PROPERTY (PREMISES)** shall mean **ALL THAT** the demarcated piece or parcel of land said to be measuring more or less 3 (Three) Cottahs lying and situated at and being KMC Pre. No. previously 26K, Naktala Lane, and presently Premises No. 26K, Durgaprasanna Paramhansha Road, Kolkata - 700 047, within the District - South 24 Parganas, under Mouza-Naktala, Pargana - Khaspur, Touji No. 56, R. S. No. 24, J.L. No.32, Sub Registration Office at Alipore, Police Station - Netaji Nagar formerly Jadavpur, appertaining to C. S. Dag No. 452 recorded in C. S. Sub Khatian No. 219/1 under C. S. Maliki Khatian No. 219, within the municipal limits of Ward No. 100 of the Kolkata Municipal Corporation, which is more fully and particularly mentioned and described in the First Schedule hereunder written.
5. **BUILDING** shall mean the building or buildings to be constructed on the piece of land Mentioned above in accordance with the building plan or revised thereof to be sanctioned by the Kolkata Municipal Corporation.
6. **COMMON FACILITIES AND AMENITIES** shall mean and include corridors, stairways, passageways, shafts, drains, overhead water tank, ultimate roof, underground water reservoir, pump and motor, meter board, (if any), boundary walls, gate and other space or spaces and facilities attached thereto.

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7. **SALEABLE SPACE** shall mean flat or flats, or any other spaces or space or portion thereof for residential purpose only and for exclusive use of the flat Owners in the building available for independent use and occupation for common facilities and the space required therefore.
8. **OWNERS ALLOCATION:** Owners' Allocation shall mean - [1] 50% of the Entire Ground approved Floor Car Parking Space, [2] Entire First Floor containing flats and staircase and lift and [3] Third Floor front side measuring 835 sq.ft covered area on the Third floor containing flats and staircase and lift, together with proportionate undivided share of land with all common facilities and amenities in the ground + three storied building in consideration of the market value of the plot of the land and in addition the Developer shall pay to the owner as non-refundable amount of Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand) only shall be paid by the Developer to the owners at the execution of this Agreement. The Developer shall provide rent free alternate residential accommodation one shifting to the land owners commencing from the date of taking handover of peaceful vacant possession of the existing structure for demolition for taking up the construction and finishing works after building plan sanction and bear all the rents thereof until the handing over of peaceful vacant ready to use in habitable condition all the flats and car parking space allocable to the landowners as owner's allocation.
9. **DEVELOPERS ALLOCATION:** shall mean rest of the areas in 50 % of the Car Parking space in the Ground floor, entire Second floor and Third Floor back side measuring 365 sq.ft covered area on the Third floor containing flats and staircase and lift, together with proportionate undivided share of land with all common facilities and amenities in the ground plus straight three Storied building with all

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- common facilities and amenities in the building as cost of construction. And Developer shall be entitled to get the entire demolish building material of the aforesaid premises.
10. **PLANNER** shall mean the qualified person or persons that may be appointed by the Developer for designing and planning of the building to be constructed on the said land.
  11. **TRANSFER** shall mean with its grammatical variations include transfer of possession and transfer of title or by any other means adopted for affecting what is understood as transfer of space to the transferee thereof vide provision of Transfer of Property Act 1882 and Registration Act 1908.
  12. **TRANSFREE** shall mean a person, firm, limited company, Associations of person to whom any saleable space in the building will be transferred under law.
  13. **FORCE MAJUERE**, shall mean flood, earthquake, riot, war, storm, tempest civil commotion, Covit-19.
  14. Words importing singular shall include plural and vice-versa.

#### ARTICLE - II TITLE AND INDEMNITY:-

1. The Owners hereby declare and after going through the deeds and upon searches the Developer has been satisfied that the owners are the absolute owners of the said entire premises lawfully entitled to the same and to the best of their knowledge and no disputes or suits act one or legal proceedings are pending in respect of the same property or any part or portion thereof and have good and absolute right title interest and possession of the said entire premises to enter into the Agreement with the said Developer.
2. The Owners hereby declare and the Developer has been satisfied that

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the said premises is free from all and any manner lispence, charges, liens, claims, encumbrances, attachments, trusts, acquisitions, requisitions or mortgage whatsoever and the Owners hereby agreed to indemnify and keep the Developer indemnified from or against any and all actions, charges, liens, claims, encumbrances and mortgages unless created by the Developer himself.

3. The Owners hereby also undertake that the Developer shall be entitled to construct the G+III storied building on the said land as agreed by and between the parties hereto.

#### ARTICLE - III DEVELOPMENT RIGHTS

1. The Owners shall at the cost of the Developer from time to time at any time submit and/ or join with the Developer as the Owners of the said land.
2. That the Developer shall complete the building within 31 months from the date of execution of this Agreement, subject to getting clear vacant possession of the existing building by the Owners for demolition and commencement of construction of the said premises after plan sanction.
3. The Developer shall exclusively be entitled to receive, release and appropriate the sale proceeds and/or the construction cost with regard to the Developer's Allocation which the Developer becomes entitled to receive from the intending purchaser or purchasers of flats, shops, office and other spaces in the said proposed building excepting Owner's Allocation.

#### ARTICLE - IV: CONSIDERATION

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In consideration of the Owners have agreed to grant to the Developer shall handover the owners allocation to be constructed as per specification mentioned hereunder in good and habitable condition to the owners with letter of possession, copies of the sanctioned building, permanent water and electric supply, drainage and sewerage connection, completion certificate upto date paid up tax and electric bill, within the stipulated period failing which the Developer shall have to pay to the owners herein an additional sum of Rs. 5,000/- (Rupees Five Thousand) only per month to each owner till actual possession is delivered the owners shall clear all taxes including arrear taxes lying unpaid after G/R, till the date of handing over the possession and thereafter the developer shall pay the taxes for the period of construction in respect of the said premises.

#### ARTICLE - V : PROCEDURE

1. The Owners shall grant to the Developer or its nominee/nominees a Registered Power of Attorney as may be required for the purpose of all necessary permission and sanction from different authorities in connection with the construction of the building and also for perusing and following up the matter in the Kolkata Municipal Corporation and other authorities and to construct the building, appoint Architects engineers, contractors, agents, etc. and to represent the Owners before the Kolkata Municipal Corporation, Kolkata Improvement trust, Kolkata Metropolitan Development Authority, Kolkata police, Fire Brigade, or any other appropriate authority or authorities and to undertake the construction of the building and to enter into agreement/agreements with the purchasers/buyers of flats/car parking spaces or any other spaces from the Developer's Allocation and also to receive, realize recover the entire proceeds of the Developer's Allocation. It is also to be mentioned in the said Power of Attorney that after the completion of the Project and after the Owners

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having received the Owner's Allocation fully and satisfactorily/lawfully, the Developer shall be at liberty to execute and register of the deeds of conveyance or conveyances of the Developers Allocation in favour of itself or in favour of the intending Purchasers/buyers, by utilizing the Power of Attorney, which has been issued in favour of the Developer and in that case the Owners shall not be in a position to object to such registration of deed of conveyance under any circumstances. The Power of Attorney to be granted by the Owners herein shall remain operative till the construction of the building is completed and transfer of the entire Developer's Allocation subject to delivery of owners' allocation to the owners as per terms of this agreement.

#### ARTICLE - VI: BUILDING

1. The Developer shall construct the said one Ground plus three storied Building at its own costs or by raising funds from the prospective transferees out of Developer's Allocation or in the manner he consider necessary for which it is hereby agreed between the parties hereto that the Developer shall be at liberty to invite applications from prospective transferees for transfer out of the total built up area excepting the Owner's Allocation in the building to be constructed on the land comprised in the said premises and specifications must not below as mentioned in the Third Schedule hereunder within a period of 24 months from the date Sanctioned plan and such period may be extended mutually. Owners would not be responsible in case of any fault in raw materials used or any structural defect or any dispute on sale of Developer's Allocation.
2. The Developer shall also install and provide in the said building at his own costs the pump, water storage tanks, inside electrification or under any applicable statutory bye laws or requisitions relating to the

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construction of the building on the said land and specifications as mentioned in the third schedule hereunder written.

3. The Owners shall be entitled to transfer or otherwise deal with only the Owner's Allocation in the building.
4. The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the Developer's Allocation subject to the conditions mentioned in Article 6.1 above and the Owners shall not in any way interfere with or disturb the quiet and peaceful vacant possession of the Developer's Allocation.
5. In so far as all necessary dealings by the Developer in respect of the building shall be in the name of the Owners for which purpose the Owners undertake to give the Developer and/or its nominee or nominees, power or power of Attorney in a form and manner reasonably required by the Developer. It is however understood that such dealings shall not in any manner fasten or create any financial liability upon the Owners or Owner's Allocation.
6. The Developer shall be authorized in the name of the Owners in so far as it is necessary to apply for and at his cost to obtain temporary connection of water, electricity, power and permanent drainage and sewerage connection to the newly constructed building and other inputs and facilities required for the construction or enjoyment of the building for which purpose the Owners shall execute in favour of the Developer Power of Attorney and other authorities as shall be required by the Developer, for which the Owners shall not be liable in any manner whatsoever.

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Proprietor

### ARTICLE - VII: COMMON FACILITIES

1. The Developer shall pay and bear all Ground rent, other dues and outgoings in respect of the said premises accruing, after handed over of the vacant and peaceful possession of the premises by the Owners.
2. The Owners and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities or to the other authorities or to the Developer or otherwise as specified by the Developer and the Owners and the Developer shall keep each other in this regard indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly and indirectly in connection with their respective allocation.

### ARTICLE - IX: OWNER'S OBLIGATION

1. Subject to the Developer complying with all the terms of this Agreement and discharging its obligations under this Agreement. The Owners do hereby agree and covenant with the Developer not to do any act, deed or things thereby the Developer may be prevented from selling, assigning and/or disposing of the flat/flats or apartment and/or any other saleable space or spaces of the Developer's Allocation or any portion thereof in the said building of the said premises of the Developer's Allocation.
2. The Owners or any person or persons claiming through them shall not in any way cause any interference or obstruction whereby the Developer or any person or persons claiming through them shall in any manner be prevented or obstructed from constructing and erecting the said building on the said land in the said premises.
3. The Owners do hereby agree and covenant with the Developer not to let out, grant lease, mortgage and/or charge the Developer's

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Allocation of the said premises or any portion thereof without the previous consent in writing of the Developer.

**ARTICLE - X: DEVELOPER'S OBLIGATION**

1. Prepare and submit the plan of the proposed building for sanction after being approved by the owners in writing and obtain the sanction from K.M.C at his cost and initiative.
2. Shall demarcate the owner's allocation on the photo copy of the sanctioned plan to be signed by both the parties which will be treated as part of this agreement.
3. Shall arrange rented accommodation for the owners where the owners shall shift within one month from the date of sanction of the plan
4. The Developer hereby agrees and covenants with the Owners to complete the construction of the building in terms of this Agreement within **31** months from the date of execution of this Agreement unless prevented by force majeure.
5. The Developer hereby agrees and covenants with the Owners not to violate, contravene or deviate any of the provisions or rules applicable for construction of the said building.
6. The Developer hereby agrees and covenants with the Owners not to do any act, deed, or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of the Owner's Allocation or any portion thereof the said building in the said premises.
7. The Developer shall be responsible for the entire construction and indemnifies the Owners for any damage or loss arises or any accident happens during the construction period. If there is any loss or

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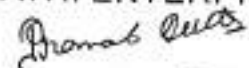
damage the Developer shall be solely responsible for the same and shall bear all cost and expenses.

**ARTICLE - XI: MISCELLANEOUS**

1. That before demolition of the existing building standing thereon the Developer will one shifting accommodate temporarily for the Owners within nearest locality of the aforesaid premises. And the Developer will be liable to pay monthly rent in respect of that accommodation till completion and delivery of possession of the Owners allocated portion in the newly constructed building. The Owners shall vacate the premises within 30 days from the date of providing a rented accommodation after sanction of the plan of the proposed building.
2. That the demolition of the existing structure the Developer shall be at liberty to sell old building materials and the sale proceeds thereof will be retained by the Developer exclusively for which the Owners herein renders their no objection.
3. If at any time, the Owners shall be held liable for the wealth tax, GST or income tax and/or any other rates, taxes only for their allocation then in that event the Owners shall pay the said taxes from their own accord and the Developer shall not be held liable and/or responsible for the same in any manner whatsoever, in respect of the Owner's portion.
4. Any notice required to be given by the Developer shall without prejudice to any other mode of service be deemed to have been served on the Owners if delivered by hand or sent by registered post to the Owners at all the address of the Owners mentioned herein.
5. The Developer and the Owners shall mutually frame scheme for the management and administration of the said building or buildings and/or common parts thereof. The Owners hereby agrees to abide by all the regulations to be framed by any society /Association/Holding Association and/or any other organizations to be formed that will be

  
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in charge of the affairs of the building or buildings and/or common parts thereof and the parties hereby give their consent to abide by such rules and regulations.

6. After receiving the owner's allocation as per terms of this agreement, the Owners shall execute and register appropriate transfer deeds/conveyance of the proportionate share of land in favour of the Developer or its nominee and/or transferee or transferees. The stamp duty including the registration charges and all other legal expenses payable for the said transfer shall be borne by the transferee or transferees or Purchasers.

#### **ARTICLE - XII: FORCE MAJUERE**

1. Force Majuere shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, covit-19.
2. The parties hereto shall not be considered to be liable for any obligation here above to the extent that the performance of the relative obligation prevented by the existence of the "Force Majuere" and shall be suspended from the obligation during the period this "Force Majuere", except the rental accommodation facilities for the Owner's mentioned herein above.

#### **ARTICLE - XIII: JURISDICTION**

The Learned court/courts having territorial jurisdiction over the property shall have the jurisdiction to entertain and terminate all actions, suits, and proceedings arising out of these presents between the parties hereto.

**AND WHEREAS (1) SMT ARPITA SHYAMAL ADHIKARI [PAN - AECPA1595A], [AADHAR NO. 893167642275], wife of Sri Shyamal Adhikari and daughter of Late Amitava Sengupta and Late Santa Sengupta, by faith-Hindu, by Occupation-Service, by nationality - Indian, permanent Address-Flat No.501/B, Archit Ruturang Pipeline Road, Sawarkar Nagar**

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Nashik, P.S-Gangapur Road, P.O-Savarkar Nagar, Maharashtra-422013 and (2) **SMT APARAJITA DAS BARMAN** [PAN - AZHPD6003A], [AADHAR NO. 721610905886], wife of Sri Siddhartha Das Barman and daughter of Late Amitava Sengupta and Late Santa Sengupta, by faith-Hindu, by Occupation-Housewife, by nationality - Indian, residing at C/59, Baghajatin Station Road, P.O. Regent Estate, P.S. Jadavpur, Kolkata - 700 092, District South 24 Parganas, **THE PRINCIPALS, HAVE DECIDED TO EMPOWER THE DEVELOPER TO CARRY OUT THE DEVELOPMENTAL WORK BY WAY OF CONSTRUCTION AND APPOINT, NOMINATE AND CONSTITUTE - M/S. MATRI ENTERPRISE**, a proprietorship firm having its office at 57/1G, Netaji Subhas Chandra Bose Road, P.O. Regent Park, P.S. Regent Park, Kolkata-700040, represented its sole proprietor **SRI PRANAB DUTTA (PAN- AGYPD0012F) (Aadhaar No-463365651779)** son of Late Kiransankar-Dutta, by faith- Hindu, by occupation - Business, by nationality - Indian, residing at 57/1G, Netaji Subhas Chandra Bose Road, P.O. Regent Park, P.S. Regent Park, Kolkata-700040, District South 24 Parganas, hereinafter shall be called and referred to as the "**DEVELOPER**", **to be the true and lawful ATTORNEY** in the name and on behalf of the Principals for the purpose of development of the "**said premises**" as per the terms and conditions of the "**Registered Development Agreement**" to do and execute all the following - acts, deeds and things:-

1. To appoint, from time-to-time Architect(s), Engineer(s) Consultant/s and/or other personnel and workers for carrying out development of the said land and also for construction of Building thereon for residential use and to pay their fees, charges, salaries and/or wages etc. in terms of the Registered Development Agreement.
2. To sign in the Building Plan or Plans and/or Modify Building Plan or

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Revised Plans of K.M.C. in respect of below schedule property in terms of the Registered Development Agreement and also to sign in the K.M.C. Declaration and other necessary documents for purpose of Sanction of Building Plan.

3. To construct building in accordance with the plan and to appoint Labour, Masons and other contractor for the purpose of construction of the proposed multi-storied building as per the terms and conditions of the Development Agreement.
4. To carry out correspondences with, give undertaking to and/or make representation before all concerned authorities for obtaining water, sewerage, electricity, gas, telephone or any other service connection, whether temporary or permanent and for obtaining **NO OBJECTION**, permission/sanction, occupancy and/or Completion Certificate from any authority in connection with the development of the said land including construction of Building thereon.
5. To sign in the applications, forms and to submit the same before the concerned Electricity Authority for obtaining Electric Connections and installation of Electric meters in the said land at the costs and expenses of the Developer and to take such other steps as would be required for this purpose.
6. To apply and approach all concerned authorities, such as Fire Brigade, Kolkata Improvement Trust, K.M.D.A., Kolkata Police, Land Acquisition authorities, Urban Land Ceiling Authority or any other authority under different acts in respect of the said land and for that purpose to sign such application, papers, writings, undertaking etc. as may be required.

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7. To take possession of the whole or any part of the said land and to hold the same by deployment of Security personnel or by any other means and to enter upon the said land for the purpose of commencing construction work and to start construction of Building in the said land in accordance with Sanction Building Plan.
8. To make necessary representations including filing of applications, petitions and complaints and appear before the Assessors, Collectors or any other concerned authorities of the Kolkata Municipal Corporation in connection with the fixation and/or reduction of Municipal Taxes on land or building and also to file the details relating to the newly constructed building in the said land for the purpose of Mutation of the purchaser/s name and fixation of rates and/or taxes thereon.
9. To pay all taxes, rates, charges, dues expenses and other outgoings of whatsoever nature payable for and on account of the said land on any part thereof for the purpose of completing the development of the said land in pursuance of the Development Agreement.
10. To carry out and supervise the construction of proposed building in the said land through contractors, sub-Contractors and/or in such manner as may be determined in accordance with Building Plan/s and Specifications to be sanctioned by the Kolkata Municipal Corporation or other concerned authorities and in accordance with all the applicable rules and regulations in that behalf for the time being and also as per terms of the Development Agreement.
11. To form and apply for and take such necessary steps as may be

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required for the Organization of Association of Owners to be formed for the Flat owners in the building constructed in the said land for the purpose of management and maintenance of the Building constructed and all common utilities/facilities provided therein as per provisions of law.

12. To institute/defend any action(s), suit(s) and/or proceeding or proceedings whether Civil, Criminal or Revenue before any Court of Law in India or any concerned authorities/bodies to any dispute in respect of the Development of the Said Land in pursuance of the Registered Development Agreement.
13. To appoint Advocate(s), Lawyer(s), Solicitor(s), agent(s) and/or legal practitioner(s) and for that to execute and sign Vakalatnama(s) relating to any dispute in connection with the development of the said land in pursuance of the registered Development Agreement.
14. To sign and verify plaint/s, petition/s, Memorandum of Appeal/s, application/s, written statement/s, affidavit/s, Warrant of Attorney/ies Objection/s etc. and to file the same in Court/s concerned or any concerned authorities/Bodies relating to any dispute in respect of the development of the said land in pursuance of the Registered Development Agreement.
15. To institute, file, defend, contest suit(s), proceeding(s) Appeal(s), petition(s), Revision(s), Writ(s) etc. before any Court of Law in India or any concerned authorities/bodies relating to any dispute in respect of the development of the said land in pursuance of the Registered Development Agreement.

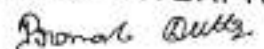
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16. To appoint and employ agents, servants, darwans, peons, labours or other servants necessary for any of the aforesaid purpose, from time to time at such remuneration, commission or salary as the said Attorney may think proper or to dismiss or discharge such persons as aforesaid and to appoint or employ the company liable for any such action(s) as aforesaid of the said Attorney and all expenses relating to the aforesaid acts will be borne by the Attorney alone as per terms of the Development Agreement.
17. To approach purchaser/s, invite buyer/s for the purpose of disposal of Flats/Units in the proposed Building to be constructed in the said land and to negotiate for sale and/or alienate any flat unit for residential use and other saleable areas of Developer's Allocation only as mentioned in the said Development Agreement together with undivided proportionate share of land and common areas, facilities and amenities as mentioned in the Registered Development Agreement.
18. It is clarified that the said **ATTORNEY** shall not deal with any Flat/Unit and/or other saleable areas reserved for or to be reserved for the Owners allocation as per Development Agreement.
19. To entertain offers, to enter into Agreement/s for Sale, lease, Sale Deed of any Flat/Unit and other Saleable areas of the Developer's Allocation only as mentioned in the said Development agreement, in

  
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favour of any third party by taking full or final consideration by executing Registered Deed of Conveyance or Conveyances and hand over possession of the same without taking any permission from the Principal, but the final Deed of Conveyance in favour of the third party can only be made after handing over possession of the owner's allocation as mentioned in the Development Agreement but the developer has every right to enter into any agreement for sale with any third party and can take booking and/or earnest money from the intending purchaser.

20. That after delivering the owners' allocation to us along with letter of possession, completion certificate and other documents as specifically mentioned in clause-1 under the head PROCEDURE IN Article-V of the aforesaid Development Agreement, our attorney shall have right to execute deed of conveyance/s in respect of the undivided proportionate share of the land at the said premises relating to the Developer's allocation in favour of his purchaser/s on our behalf.

**THAT** the said Attorney shall act lawfully while acting under this **POWER OF ATTORNEY** and shall indemnify the principals against all claims, losses, damages and/or disputes, if any, arise and/or incur, due to any act of the said **ATTORNEY**.

**AND GENERALLY**, to do all other lawful acts, deeds, matters and things which may be necessary to be done for rendering these presents valid and effectual to all intents and purposes according to Laws and customs of India.

**AND WHEREAS** the Principals are the absolute owners, doth hereby agree and undertake to ratify and abide, confirm and declare that the acts, deeds and things whatsoever lawfully and faithfully done by the said Attorney in

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respect of the said land shall be construed as acts deeds and things done by the Attorney.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**"THE PREMISES"**

**ALL THAT** the demarcated piece or parcel of land said to be measuring more or less 3 (Three) Cottahs 0 (Zero) Chittacks and 0 (Zero) Square Feet together with pucca structure measuring 500 sq.ft more or less lying and situated at and being KMC Pre. No. 26K, Durga Prasanna Paramhansha Road (formerly Naktala Lane), Kolkata - 700 047 and mailing address - 24/1A, baishnab Ghata Bye Lane, Kolkata-700047, within the District - South 24 Parganas, under Mouza-Naktala, Pargana - Khaspur, Touji No. 56, R. S. No. 24, J.L. No.32, District Sub Registration Office at Alipore, Police Station - Netaji Nagar formerly Tollygunge Sadar then Jadavpur, appertaining to C. S. Dag No. 452 recorded in C. S. Sub Khatian No. 219/1 under C. S. Maliki Khatian No. 219, within the municipal limits of Ward No. 100 of the Kolkata Municipal Corporation, which is butted and bounded as follows:-

**ON THE NORTH BY :** By 20 feet wide KMC Road  
**ON THE SOUTH BY :** By 26/A/1, D.P.P.Road.  
**ON THE EAST BY :** By 26/A/3, D.P.P.Road,  
**ON THE WEST BY :** By Vacant Land.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(SPECIFICATION OF THE CONSTRUCTION)**

**LAND :** Free hold land **ALL THAT** the piece and parcel of land admeasuring about 3 cottah be the same a little more or less together with structures therein.

**LOCATION :** Plot is situated at the Municipal Premises No. 26K, Durga Prasanna Paramhansha Road, Kolkata - 700 047.

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**SPECIFICATION OF STRUCTURE :** The building will be designed on R.C.C. framed structures.

**WALLS :** Outer wall : 200 mm. thick, Internal Walls 125 mm. thick.

**WINDOWS :** All windows as per architect's design will be made of Aluminium (1.5) and shutter will be provided with best quality glass (3.5 mm) and all other necessary accessories.

**DOORS :** All door frames will be of Ist. class seasonal Wood and Wooden main door and all door pannels will be commercial ply (flush door) or seasonal wood panel door. All doors painted with enamel colour.

**Sizes of the door :** A. Main door : 3' - 6" x 7', B. bed rooms & Kitchen doors : 3' - 0" x 7' and toilet & other doors : 2' - 6" x 7'.

**DOOR FITTINGS :** A) Main door fittings : (i) Brass made hatch bolt, (ii) Door eye piece, (iii) Handle ( Brass made ), (iv) Stopper (Brass made), (v) Buffer (vi) Brass made tower bolt and godrej lock.

B. All other door fittings : i) all door will be godrej latch lock, ii) Brass made tower bolts, iii) Brass made stopper, iv) Brass handle & v) Buffer.

**FLOORING :** A) All rooms including verandha and all passage areas laid with Vitrified tiles (Jhonson/Kajaria) of good quality.

B) Kitchen floor laid with Vitrified tiles (Jhonson/Kajaria) of good quality to floor one to shirting upto 6" height. Kitchen table top upto window height will be finished with glaze tiles (Jhonson/Kajaria) and kitchen table made of Granite marble stone and one steel sink will be provided.

C) Toilets floors laid with Vitrified tiles (Jhonson/Kajaria) of good quality to floor one to shirting upto 6" height and dado upto 7'-0" height will be finished with colour glaze tiles

**PLUMBING AND SANITARY FITTINGS :** Toilets: i) One western style Commod with low down P.V.C. cistern provision, ii) One tap line in front of Commod, iii) One shower line with mixture & v) One basin and other lines connected with gyzer line. ( Suprem)

**And Toilet fittings will be fitted :**

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- a) One 20x16" size basin with complete fittings, b) One C.P. Shower, c) One Mirror, d) One soap tray & e) One towel rail.

C. Kitchen : i) One sink tap line & ii) One tap line under the sink and one water filter line.

**All Windows to be provided with sliding "S S Mosquito Nets".**

N.B. All concealed line will be of 3/4" dia supreme pipe and all porcelain fitting will be of Hindusthan or parryware Company maked and all plumbing fittings will be provided Chromium plated (Jaguar/Parryware).

**INTERIOR WALLS :** Sand cement plaster with Putty finish.

**ELECTRICALS :** Concealed wiring with modular switches of reputed brands And Electrical points will be provided as par detail below :-

i) **Bed rooms:** Three light point, One Fan point, one computer point and one TV. point. And one AC point.

ii) **Living dinning room :** Four light point, three Fan point, One 15 amp. Plug point, One Point for Antena and two 5 Amp.Plug Point, Cable T.V point.

21. **Dinning room:** Two Light Points, one fan point, two 15 amp. Pluge point for fridge & washing Maching.

iii) **Kitchen :** One exhaust point, two light point, one fan point, One 15 amp. Plug point& two 5amp. Pluge point.

iv) **Toilets :**two light point, one fan point& One exhaust point **with one hand spray.**

v) **Balcony :** One light point and one 5amp, Pluge point.

vi) **General :** One bell point at the main gate of the Flat

**GRILL AND RAILING :** All window grills and verandah railing will be made of 18 x 5 mm. M.S. flats or 8 mm. M.S. Square Bar as per design. Verandah Railing height up to full hight.

**ROOF AND TERRACE FINISH :** Roof and open terrace will be finished with roof tiles/Mosiac.

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**LIFTS** - Lifts of reputed make (Four Passenger lift) Laser/ Power Cab.

**FACILITIES** : Security System(C.C. T.V.) will be provided subject to cost and expenses will borne by the Developer.

Note:-One common Toilet for General Use on the Ground floor.

Boundary Wall :- 5' feet wide Hight.

Anti Termite and other Post Control shall be provided / Soil Test.

**NOTE** : Any extra additional work done by the Developer, at the request of the Owner shall be charged extra at market rate and the Owner shall have to pay cost of those extra additional works executed by the Developer additionally.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(OWNERS & DEVELOPERS ALLOCATIONS)**

**OWNERS ALLOCATION:** Owners' Allocation shall mean - [1] 50% of the Entire Ground approved Floor Car Parking Space, [2] Entire First Floor containing flats and staircase and lift and [3] Third Floor front side measuring 835 sq.ft covered area on the Third floor containing flats and staircase and lift, together with proportionate undivided share of land with all common facilities and amenities in the ground + three storied building in consideration of the market value of the plot of the land and in addition the Developer shall pay to the owner as non-refundable amount of Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand) only shall be paid by the Developer to the owners at the execution of this Agreement. The Developer shall provide rent free alternate residential accommodation one shifting to the land owners commencing from the date of taking handover of peaceful vacant possession of the existing structure for demolition for taking up the construction and finishing works after building plan sanction and bear all the rents thereof until the handing over of peaceful vacant ready to use in habitable condition all the flats and car parking space allocable to the landowners as owner's allocation. **Copy of the propose floor plan**

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annexed herewith as marked colour Red.

**DEVELOPERS ALLOCATION:** shall mean rest of the areas in 50 % of the Car Parking space in the Ground floor, entire Second floor and Third Floor back side measuring 365 sq.ft covered area on the Third floor containing flats and staircase and lift, together with proportionate undivided share of land with all common facilities and amenities in the ground plus straight three Storied building with all common facilities and amenities in the building as cost of construction. And Developer shall be entitled to get the entire demolish building material of the aforesaid premises. **Copy of the propose floor plan annexed herewith as marked colour Blue.**

**THE FOURTH SCHEDULE REFERRED TO**  
**(Common Areas/Portions/Facilities & Amenities)**

1. Common entrance and exits to the said premises and the proposed building.
2. Boundary walls, main gate and other gates of the said premises and of the proposed building.
3. Ultimate Roof Top of the proposed building.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any apartment or exclusively for its use).
5. Space underneath the stairs of the ground floor where electric meters or other facilities will be installed.
6. Staircase and staircase landings, lobbies on all the floors, entrance and other common facilities and amenities as are created in the building for common use and enjoyment.
7. Installations of central services such as electricity, water and sanitation.

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8. Water supply system, water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit in the said Building.
9. Such other common parts, areas, equipments, electric & other installations, fittings, fixtures and space in or about the said Premise and the said Building as are necessary for passage and use of the flats / apartments / units in common by the allottees/owners.
10. Entire land being as "said premises" as defined and stated in the development agreement.
11. Common bathroom/toilet for common use in the ground floor of the proposed building.
12. All other portions of the real estate project/building necessary & convenient for its maintenance, safety etc and for and in common use.

#### **THE FIFTH SCHEDULE REFERRED TO**

##### **(Common expenses)**

On completion of the building; the Owners, the Developer and the nominees including the intending Allottees/owners/buyers shall regularly and punctually pay their proportionate share of the common expenses as more or less described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing and cleaning and lighting of the common portions/Installations/facilities/Amenities of the Building including the outer and external walls, gates, open space, passage ways, staircases, rooftops.

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- b) The salary of all persons employed for the common purposes and common facilities including that of security personnel, sweepers, electricians, plumbers etc.;
- c) All charges and deposits for supply and delivery of common utilities to the Owners /allottees in common;
- d) Municipal Tax, water tax and other levies in respect of the said Premises and the proposed Building save those separately assessed on the respective Allottees;
- e) Costs of formation and operating the Association formed for maintenance purpose;
- f) Costs of running, maintenance, repairing and replacement of pumps and all other common installations and facilities including taxes and other levies, if any;
- g) Electricity charges for the electricity energy consumed for the operation and use of the common services and common areas;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association/society as the case may be and as may be necessary or incidental or liable to be paid by the Owners/allottees in common;

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Pranab Chatterjee  
Proprietor



IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands hereunto and to a duplicate hereof this day, month and year first above written.

**SIGNED, SEALED AND DELIVERED  
BY THE WITHIN NAMED PARTIES  
AT KOLKATA IN THE PRESENCE OF:  
WITNESSES :-**

1. Soumen Banerjee  
4G, Nalltala RD  
KOL- 700047.

Mrs. Anpita Adhik  
Anapita Das Banerjee

**SIGNATURES OF THE OWNERS**

2. Ratana Pal  
H. D. D. D.

**MATRI ENTERPRISE**  
Shamsh Qureshi

*Proprietor*

**SIGNATURE OF THE DEVELOPER**

**Drafted by me:**

Ratana Pal

**RATAN PAL, Advocate**

**High Court, Calcutta.**

**Enrol No. WB/675/1992.**

MEMO OF CONSIDERATION

**RECEIVED** from within named Developer the sum of Rs. 1,25,000/- (Rupees One Lakh Twenty-Five Thousand) only as non-refundable money as mentioned hereinabove as per memo below.

**MEMO**

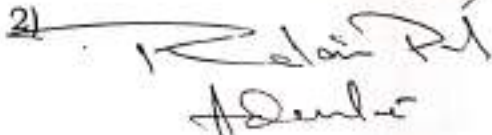
By Cheque No. 366195 dated 01/09/2021  
drawn on Indian Bank, Branch Rani K. Th., Kol K.

Rs. 1,25,000/-

**TOTAL****RS. 1,25,000/-**

( Rupees One Lakh Twenty Five Thousand) only.

WITNESSES:

- 1) Soumen Barua.  
4G, Nakatala RD  
KOL-700047 (W.B.)
- 2)   
Soumen Barua

Mrs. Anupama Adhikari  
Anupama Das Barua

**SIGNATURES OF THE OWNER**