

02/2067329/20

the endorsement offeets attached with this ducument are the part of this document.

Addt. District Sub-Registrar Behala, South 24 Parganas

13 JUL 2022

THIS JOINT VENTURE AGREEMENT

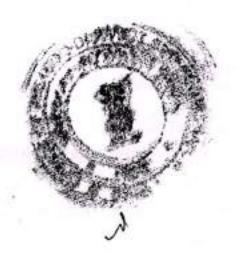
THIS AGREEMENT is made on this 13day of Thousand Twenty Two (2022)

Two

Regn. No. WB/756/2006

CODE NO. (1087) LICENCED NO. 20 & 20A / 1973

1 / JUL 700



Addl. District Sub-Registrar Behala, South 24 Parganas

1 3 11" 2022

# Major Information of the Deed

Deed No:	1-1607-09800/2022	Date of Registration	13/07/2022		
Query No / Year	1607-2002067329/2022	Office where deed is registered			
Query Date	08/07/2022 12:26:57 AM	A.D.S.R. BEHALA, Dist	rict: South 24-Parg mas		
Applicant Name, Address & Other Details	Tapas Kumar Maity Village And Post Office Mohamm WEST BENGAL, PIN - 721601, M	adpur,Thana : Bhabanipur, Di lobile No. : 9831818356, Stat	strict : Purba Midm. pore us :Solicitor firm		
Transaction		Add tonal Transaction			
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] than Immovable Property, Receipt [Rs : 2,50,000/-]			
Set Forth value	Z mare factor and the factor	Market Value			
Serroutivation		Rs. 50,42,485/-			
Stampduty Peid(SD)		Registration Fee Paid			
Rs. 7,121/- (Article:48(g))		Rs. 2,521/- (Article:E, E, B)			
Remarks	Received Rs. 50/- ( FIFTY only area)	) from the applicant for issuing	the assement slip (Urba		

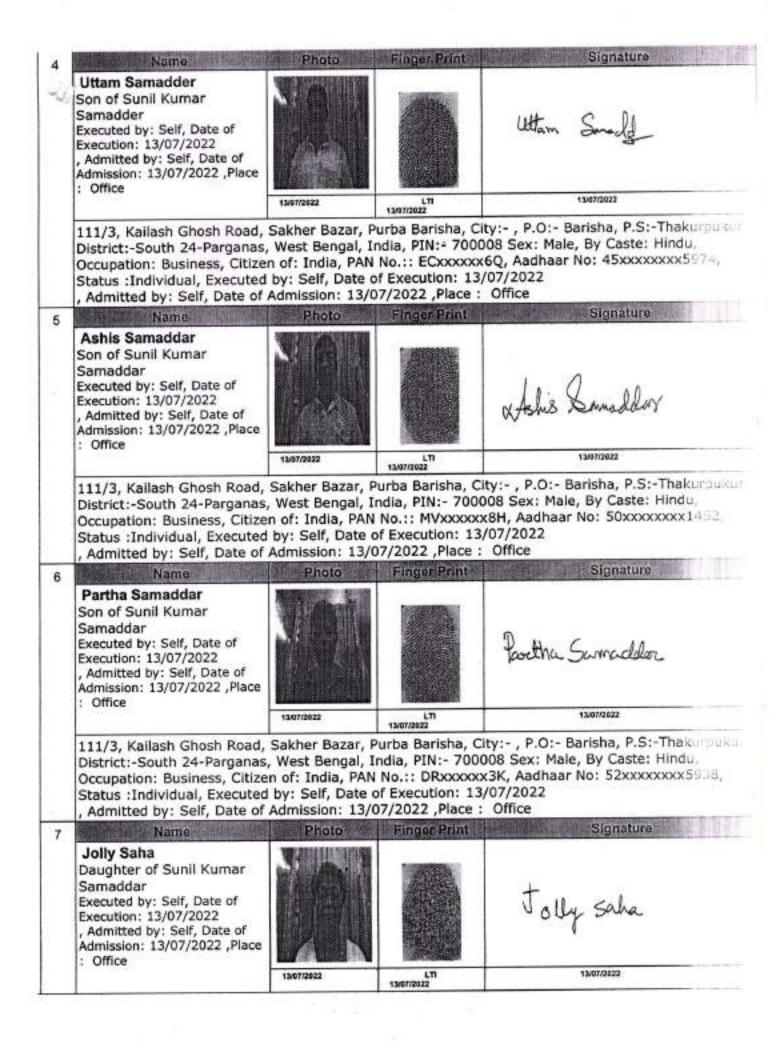
# Land Details:

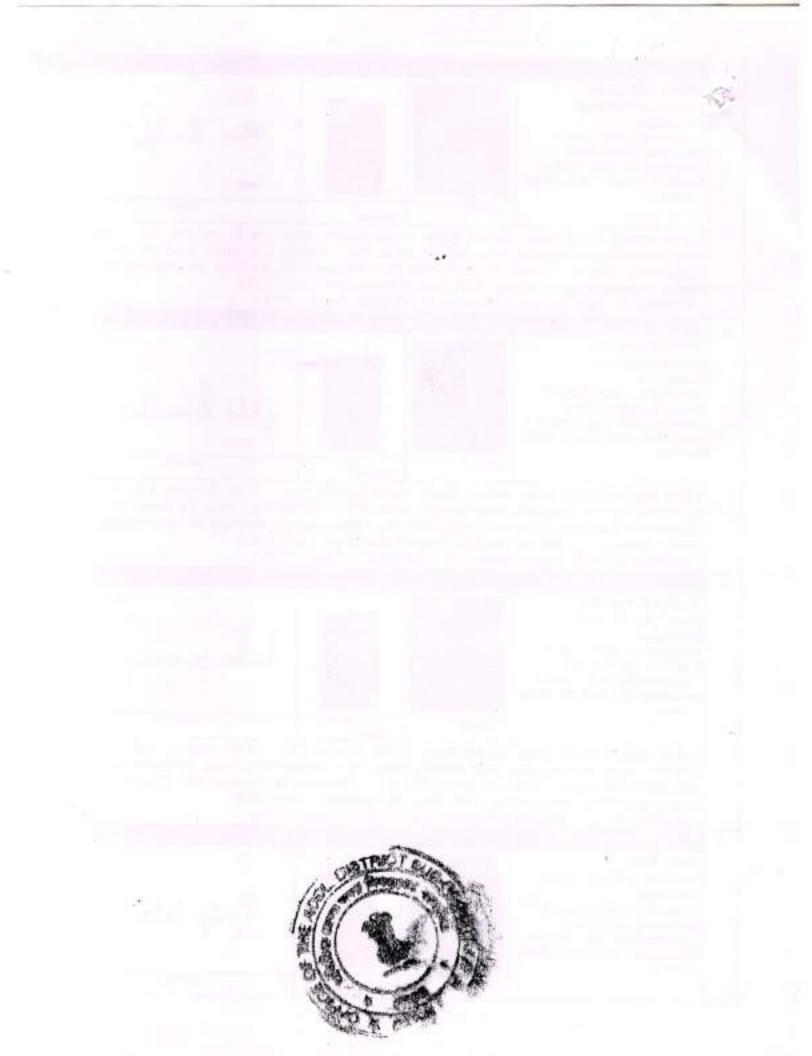
District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kadaali Ghosh Road, , Premises No: 871, , Ward No: 123 Pin Code : 700008

Sch	The state of the s	Khatlan	Land	Use ROR	Area of Land	SetForth Value (in Rs.)	Market Value (In Rs.)	
-	(RS :- )		Bastu		10 Katha 6 Chatak 22 Sq Ft			Width of Appronic Road: 12 FL
	Grand	Total:			17.1692Dec	0 /-	50,42,485 /-	



o.







111/3, Kailash Ghosh Road, Sakher Bazar, Purba Barisha, City:- , P.O:- Barisha, P.S:-Thakerpoke District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Sex: Female, By Caste: Hindu. Occupation: House wife, Citizen of: India, PAN No.:: FGxxxxxx6C, Aadhaar No: 89xxxxxxxx1977. Status :Individual, Executed by: Self, Date of Execution: 13/07/2022 , Admitted by: Self, Date of Admission: 13/07/2022 ,Place : Office

Signature Finger Print Photo Name Aahana Samadder Daughter of Late Shibasis Adam Lamoldon Samadder Executed by: Self, Date of Execution: 13/07/2022 Admitted by: Self, Date of Admission: 13/07/2022 ,Place : Office 13/07/2022

111/3, Kailash Ghosh Road, Sakher Bazar, Purba Barisha, City:- , P.O:- Barisha, P.S:-Thakunguku District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Sex: Female, By Caste: Hingu Occupation: House wife, Citizen of: India, PAN No.:: GRxxxxxx3H, Aadhaar No: 73xxxxxxxx 1120 Status :Individual, Executed by: Self, Date of Execution: 13/07/2022 , Admitted by: Self, Date of Admission: 13/07/2022 ,Place: Office



87/1, Jatindra Mohan Avenue, Hatkhola, City:- Kolkata, P.O:- Hathkhola, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700005 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: JWxxxxxx4G, Aadhaar No: 52xxxxxxxx7633, Status: Individual, Executed by: Self, Date of Execution: 13/07/2022, Place: Office

3	Name Name	Photo	Finger Print	Signature Signature
	Rajib Roy Chowdhoury Son of Late Poly Roy Chowdhury Executed by: Self, Date of Execution: 13/07/2022 , Admitted by: Self, Date of Admission: 13/07/2022 ,Place : Office			Befile bot chardly
		13/07/2022	LTI 13/07/2022	15/07/2022

Flat No.a2, Ground Floor, 493, Kailash Ghosh Road, Sakher Bazar, City:-, P.O:- Barisha, P.S:Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Sex: Male, By Caste:
Hindu, Occupation: Business, Citizen of: India, PAN No.:: AZxxxxxx4C, Aadhaar No:
75xxxxxxxx4480, Status: Individual, Executed by: Self, Date of Execution: 13/07/2022
, Admitted by: Self, Date of Admission: 13/07/2022, Place: Office

Suman Roy Chowdhury
Son of Late Poly Roy
Chowdhury
Executed by: Self, Date of
Execution: 13/07/2022
, Admitted by: Self, Date of
Admission: 13/07/2022 ,Place
: Office

Photo Finger Print
Signature

Signature

LTI 13/07/2022

Kalitala, Laskarpur, City:-, P.O:- Laskarpur, P.S:-Narikeldanga, District:-South 24-Parganas, West Bengal, India, PIN:- 700153 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: bixxxxxxx0n, Aadhaar No: 59xxxxxxxx6793, Status:Individual, Executed by: Self, Date Execution: 13/07/2022

Admitted by: Self, Date of Admission: 13/07/2022 ,Place: Office

10	Name	Photo	Finger Print	Signature
	Sharmistha Das Wife of Debasis Das Executed by: Self, Date of Execution: 13/07/2022 , Admitted by: Self, Date of Admission: 13/07/2022 ,Place : Office			Savaroptoupers
		13/07/2022	13/07/2022	13/07/2022

Kanaipur Dakshin Pally, City:-, P.O:- Kanaipur, P.S:-Uttarpara, District:-Hooghly, West Bengul, India, PIN:- 712234 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, P. No.:: GKxxxxxx1N, Aadhaar No: 56xxxxxxxx7700, Status:Individual, Executed by: Self, Data of Execution: 13/07/2022

, Admitted by: Self, Date of Admission: 13/07/2022 ,Place: Office



# De ialoper Details :

SI No Name, Address, Photo, Finger print and Signature

Deviscape Realtors Private Limited
7C, Kiron Sankar Roy Road(Hastings Street), City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001, PAN No.:: AAxxxxxx7P, Aadhaar No Not Provided by UIDAI, Status::Organization, Executed by: Representative

Representative Details:

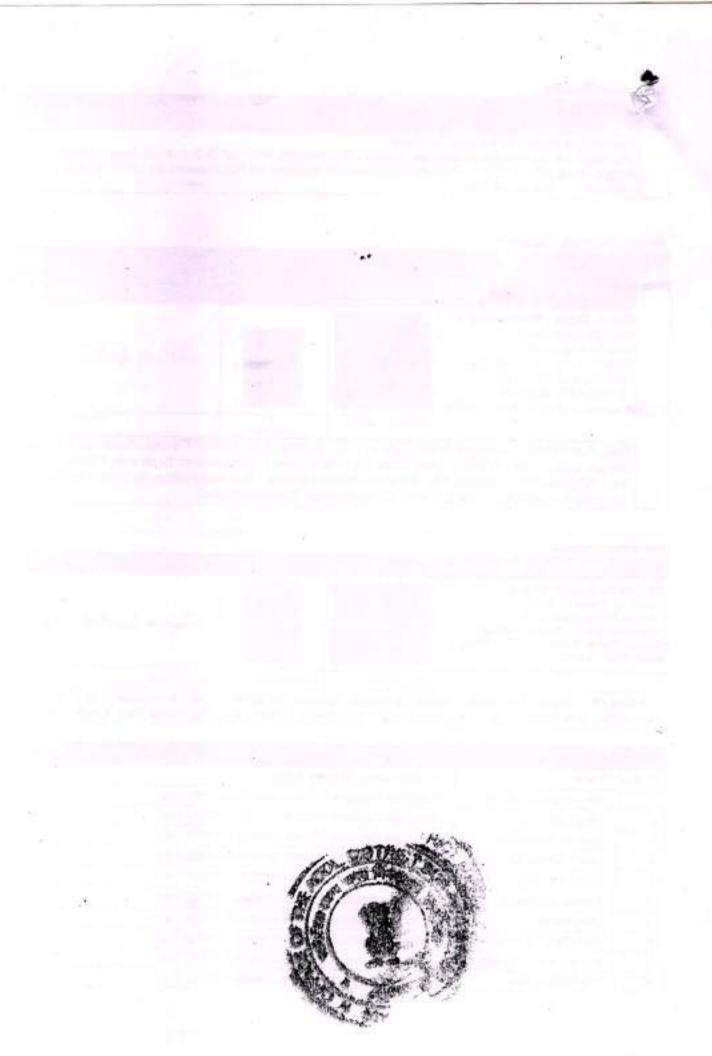
Namo	Photo	Finger Print	Signature
Dipak Dutta (Presentant ) Son of Dukari Dutta Date of Execution - 13/07/2022, , Admitted by: Self, Date of Admission: 13/07/2022, Place of Admission of Execution: Office			Difax Dutta
	Jul 13 2022 3:50PM	LTI 13/07/2822	13/07/2022
Dennel India DIM: 700042 S	Sex: Male, By Cas lo: 99xxxxxxxxx520	ite: Hindu, Occup )6 Status : Repre	ba, District:-South 24-Parganas, \ation: Business, Citizen of: India, sentative, Representative of:

#### Identifier Details:

Name	Photo	Finger Print	Signature
Mr Tapas Kumar Maity Son of Mr Kanai Lal Maity Village:- Mahammadpur, P.O:- Mahammadpur, P.S:-Bhagwanpur, District:-Purba Midnapore, West Bengal, India, PIN:- 721601			Tagon Kuyuns
	13/07/2022	13/07/2022	13/07/2022

Identifier Of Debasish Samaddar, Kakali Samadder, Aahana Samadder, Uttam Samadder, Ashis Samaddar, Samaddar, Jolly Saha, Rajib Roy Chowdhoury, Suman Roy Chowdhury, Sharmistha Das, Dipak Dutta

SINO	From	To. with area (Name-Area)
1	Debasish Samaddar	Deviscape Realtors Private Limited-1.71692 Dec
2	Kakali Samadder	Deviscape Realtors Private Limited-1.71692 Dec
3	Aahana Samadder	Deviscape Realtors Private Limited-1.71692 Dec
4	Uttam Samadder	Deviscape Realtors Private Limited-1.71692 Dec
5	Ashis Samaddar	Deviscape Realtors Private Limited-1.71692 Dec
6	Partha Samaddar	Deviscape Realtors Private Limited-1.71692 Dec
7	Jolly Saha	Deviscape Realtors Private Limited-1.71692 Dec
8	Rajib Roy Chowdhoury	Deviscape Realtors Private Limited-1.71692 Dec
9	Suman Roy Chowdhury	Deviscape Realtors Private Limited-1.71692 Dec
10	Sharmistha Das	Deviscape Realtors Private Limited-1.71692 Dec



#### Endorsement For Deed Number: I - 160709800 / 2022

#### Cv. 11-07-2022

## 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 Fin 50.42.485/-



# Asis Kumar Dutta ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BEHALA

South 24-Parganas, West Beng

#### On 13-07-2022

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

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

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

Presented for registration at 14:00 hrs on 13-07-2022, at the Office of the A.D.S.R. BEHALA by Dipak Dutta ...

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

Execution is admitted on 13/07/2022 by 1. Debasish Samaddar, Son of Sunil Kumar Samaddar, 111/3, Kallash Ghossi Road, Sakher Bazar, Purba Barisha, P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL India. PIN - 700008, by caste Hindu, by Profession Business, 2. Kakali Samadder, Wife of Late Shibasis Samadder, 111111 Kailash Ghosh Road, Sakher Bazar, Purba Barisha, P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession House wife, 3. Ashana Samadder, Daughter of Late Shibasis Samadder, 111/3, Kailash Ghosh Road, Sakher Bazar, Purba Barisha, P.O; Barisha, Thana; Thakurpukur, South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession House wife, 4. Uttam Samadder, Son of Sunil Kumar Samadder, 111/3, Kailash Ghosh Road, Sakher Bazar, Purba Barisha, P.O. Barisha. Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession Business, 5. Ashis Samaddar, Son of Sunil Kumar Samaddar, 111/3, Kailash Ghosh Road, Sakher Bazar, Purba Barisha, P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession Business, 6. Partha Samaddar, Son of Sunil Kumar Samaddar, 111/3, Kailash Ghosh Road, Sakher Bazar, Purba Barisha, P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN-700008, by caste Hindu, by Profession Business, 7. Jolly Saha, Daughter of Sunii Kumar Samaddar, 87/1, Jalindra Mohan Avenue, Hatkhola, P.O: Hathkhola, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700005, by caste Hindu, by Profession House wife, 8. Rajib Roy Chowdhoury. Son of Late Poly Roy Chowdhury, Flat No.a2, Ground Floor, 493, Kailash Ghosh Road, Sakher Bazar, P.O: Barisha, Thana: Thakurpukur, South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession Business, 9. Suman Roy Chowdhury, Son of Late Poly Roy Chowdhury, Kalitala, Laskarpur, P.O: Laskarpur, Thana: Narikeldanga, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by Profession Business, 10. Sharmistha Das, Wife of Debasis Das, Kanaipur Dakshin Pally, P.O: Kanaipur, Thana: Uttarpara, , Hooghly, WEST BENGAL, India, PIN -712234, by caste Hindu, by Profession House wife

Indetified by Mr Tapas Kumar Maity, , , Son of Mr Kanai Lal Maity, P.O: Mahammadpur, Thana: Bhagwanpur, , Purb = Midnapore, WEST BENGAL, India, PIN - 721601, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 13-07-2022 by Dipak Dutta, Authorised Representative, Deviscape Realtors Private Limited (Private Limited Company), 7C, Kiron Sankar Roy Road(Hastings Street), City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by Mr Tapas Kumar Maity, , , Son of Mr Kanai Lal Maity, P.O: Mahammadpur, Thana: Bhagwanpur, . Purba Midnapore, WEST BENGAL, India, PIN - 721601, by caste Hindu, by profession Law Clerk



#### Payment of Fees

Confided that required Registration Fees payable for this document is Rs 2,521/- ( B = Rs 2,500/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,521/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WE Online on 11/07/2022 6:49PM with Govt. Ref. No: 192022230070686368 on 11-07-2022, Amount Rs: 2,521/-, Band SBI EPay (SBIePay), Ref. No. 5684609276318 on 11-07-2022, 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 100/online = Rs 7,021/-

Description of Stamp

 Stamp: Type: Impressed, Serial no 21423, Amount: Rs.100/-, Date of Purchase: 11/07/2022, Vendor name: A BANERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WE Online on 11/07/2022 6:49PM with Govt. Ref. No: 192022230070686368 on 11-07-2022, Amount Rs: 7,021/-, Bank SBI EPay (SBIePay), Ref. No. 5684609276318 on 11-07-2022, Head of Account 0030-02-103-003-02



Asis Kumar Dutta
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1607-2022, Page from 296036 to 296106 being No 160709800 for the year 2022.





Digitally signed by ASIS KUMAR DUTTA Date: 2022.07.13 17:30:20 +05:30 Reason: Digital Signing of Deed.

(Asis Kumar Dutta) 2022/07/13 05:30:20 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BEHALA West Bengal.



- (1) DEBASISH SAMADDAR son of Sunil Kumar Samaddar by faith: Hindu, by nationality: Indian, having Aadhaar No.9283 1784 7309 and having PAN: IGAPS3334B, residing at 111/3, Kailash Ghosh Road, Sakher Bazar, District- South 24-Parganas, Purba Barisha, P.O. Barisha, P.S. Haridevpur, Kolkata-700008;
- (2) KAKALI SAMADDER wife of Late Shibasis Samadder by faith: Hindu, by nationality: Indian, having Aadhaar No. 8958 7775 9972 and having PAN: FGAPS7156C, residing at 111/3, Kailash Ghosh Road, Sakher Bazar, District- South 24-Parganas, Purba Barisha, P.O. Barisha, P.S. Haridevpur, Kolkata-700008;
- (3) AAHANA SAMADDER daughter of Late Shibasis Samadder, by faith: Hindu, by nationality: Indian, having Aadhaar No.7352 2822 8120 and having PAN: GRBPS5843H residing at 111/3, Kailash Ghosh Road, Sakher Bazar, District- South 24-Parganas, Purba Barisha, P.O. Barisha, P.S. Haridevpur, Kolkata-700008;
- (4) UTTAM SAMADDER son of Sunil Kumar Samaddar by faith: Hindu, by nationality: Indian, having Aadhaar No.4573 4680 5974 and having PAN: ECHPS9566Q residing at residing at 111/3, Kailash Ghosh Road, Sakher Bazar, District- South 24-Parganas, Purba Barisha, P.O. Barisha, P.S. Haridevpur, Kolkata-700008;
- (5) ASHIS SAMADDAR son of Sunil Kr. Samaddar by faith: Hindu, by nationality: Indian, having Aadhaar No.5069 1751 1452 and having PAN: MVNPS9598H residing at residing at 111/3, Kailash Ghosh Road, Sakher Bazar, District- South 24-Parganas, Purba Barisha, P.O. Barisha, P.S. Haridevpur, Kolkata-700008;

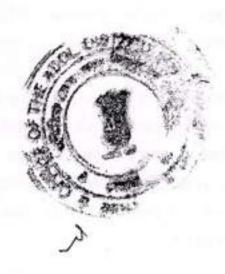
Sman Koy Chowing Karati Lamaster Ashis Roy Choadhowy Ultam Samadder Portha Samadder Jolly Saha Samadder



1 3 JUL 2022

- (6) PARTHA SAMADDAR son of Sunil Kumar Samaddar by faith: Hindu, by nationality: Indian, having Aadhaar No.5243 8952 5938 and having PAN: DRSPS4453K residing at residing at 111/3, Kailash Ghosh Road, Sakher Bazar, District- South 24-Parganas, Purba Barisha, P.O. Barisha, P.S. Haridevpur, Kolkata-700008;
- (7) JOLLY SAHA daughter of Sunil Kumar Samaddar, by faith: Hindu, by nationality: Indian, having Aadhaar No.5271 7886 7633 and having PAN: JWWPS3314G residing at 87/1, Jatindra Mohan Avenue, Hathkhola, P.O. Hathkhola, District: Kolkata, P.S. Shyampukur, Kolkata-700005;
- (8) RAJIB ROY CHOWDHOURY alias RAJIB ROY CHOWDHURY son of Late Poly Roy Chowdhury and Ramakanta Roychowdhury, by faith: Hindu, by nationality: Indian, having Aadhaar No.7559 2208 4480 and having PAN: AZGPR8424C residing at residing at Flat No.A2, Ground Floor, 493, Kailash Ghosh Road, Sakher Bazar, District- South 24-Parganas, Purba Barisha, P.O. Barisha, P.S. Haridevpur, Kolkata-700008;
- (9) SUMAN ROY CHOWDHURY son of Late Poly Roy Chowdhury and Ramakanta Roychowdhury, by faith: Hindu, by nationality: Indian, having Aadhaar No.5961 6794 6793 and having PAN: BILPC1400N residing at residing at Kalitala, Rajpur Sonarpur(M) Laskarpur, District: South 24-Parganas, P.O. Laskarpur, & P.S. Narendrapur, Pin Code-700153;
- (10) SHARMISTHA DAS wife of Debasis Das and daughter of Late Poly Roy Chowdhury and Ramakanta Roy Chowdhury, by faith: Hindu, by nationality: Indian, having Aadhaar No.5665 2035 7700 and having PAN: GKGPD9471N residing at residing at Kanaipur

Sahara Samadder Anie Samadar Tolly Saha Namaddas



1 3 J!" 2022

Dakshin Pally, P.O. Kanaipur, P.S. Kanaipur, District: Hooghly, Pin Code-712234; hereinafter jointly referred to as the OWNERS (which terms or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include executors, administrators, legal representatives, nominee(s) and/or assigns) of the ONE PART.

# -AND-

DEVISCAPE REALTORS PRIVATE LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 having (PAN: AAJCD1997P) having its registered office at 7C, Kiran Shankar Roy Road, P.O. G.P.O. & P.S. Hare Street, Kolkata-700001 duly represented by its authorised representative DIPAK DUTTA, son of Late Dukari Dutta, by faith: Hindu, by occupation: business, Nationality: Indian, having Voter ID No.ZYR2371474 and having Aadhaar No.9926 5973 5206 and having PAN: AESPD5883N, residing at 39/3, Rajkrishna Chatterjee Road, Kolkata Municipal Corporation, Kasba, P.O. Kasba, P.S. Kasba, Kolkata-700042, hereinafter referred to as the DEVELOPER (which term or expression shall unless repugnant to the context and meaning thereof shall mean and include its successors-in-office and assigns) of the OTHER PART.

(The Owners and the Developer hereinafter jointly called as the "Parties");

Simon Kot Drowthy

Jolly Sorba Aahana Samadder



1 3 JUL 2022

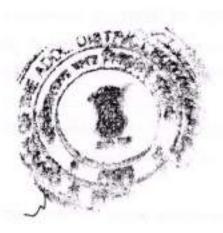
# WHEREAS:

- The Owners are absolutely seized and possessed of and/or A) otherwise well and sufficiently entitled to as the sole and absolute Owners of ALL THAT piece and parcel of land measuring about 10 cottah 6 chittack 22 sq.ft. more or less comprised in Dag No.915, R.S. Khatian No.1343 under Mouza-Purba Barisha, J.L. No.23, Re.Su. No.43, Touzi No.238, Pargana- Khaspur, lying and situate at 871, Kailash Ghosh Road, District- South 24-Parganas, P.O. Barisha, P.S. Haridevpur, under Kolkata Municipal Corporation (S.S. Unit) Ward No.123 (previously under South Suburban Municipality) Kolkata-700008; as morefully and particularly described in the FIRST SCHEDULE hereunder written and hereinafter referred to as "the said property", absolutely and forever, free from all encumbrances and liabilities whatsoever.
  - The Ownership of the Owners in respect of the Said Property is B) mentioned in the "Devolution of Title", morefully described in the SECOND SCHEDULE hereunder. The name of the Owners have already been mutated in the Records of Kolkata Municipal Corporation under Assessee No.411230917211.
  - Prior to entering into this Agreement, the Owners represented C) the Developer, as to the following:-
    - The predecessor of the owners namely ALO SAMADDER i) (since deceased) by a Development Agreement dated 8th day of May, 2013 entered into by and between the said ALO SAMADDER (since deceased), therein described as the Owner and one M/S. NALANDA CONSTRUCTION, therein described as the Developer and registered at the

Alahana Samadder

Jolly Saha Jouaddas

Sman Roy Prometing



1 3 JUL 2022

office of the A.D.S.R. Behala, South 24-Parganas and recorded in Book No.I, CD Volume No.14, pages: 5293-5323, Being No.04293, for the year 2013 the Owner therein entrusted the job of development of the Schedule mentioned property, hereinafter referred to as the said agreement.

That the said NALANDA CONSTRUCTION in terms of the ii) said Agreement got a Building Plan sanctioned from Kolkata Municipal Corporation being sanction Building Permit No.2015130228 dated 28.09.2015 but could not start construction in accordance therewith and expressed his inability to carry on construction work as such by consent of the owners and the said NALANDA CONSTRUCTION the said development agreement was cancelled and/or rescinded by an AGREEMENT FOR CANCELLATION OF JOINT VENTURE AGREEMENT Dated 8th day of May, 2013 registered at the office of the A.D.S.R, Behala and recorded in Book No. \* \* \* \* Volume No. \* \* \* pages: \* \* \* Being No for the year 2022 the said agreement dated 8.05.2013

has been cancelled and thus the owners herein made

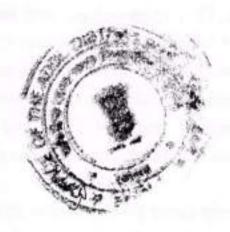
the said property free and clear and have become

entitled to deal with the said property as per their desire.

The Power-of-Attorney dated 8th day of May 2013 registered at D) the office of A.D.S.R. Behala, South 24-Parganas and recorded in Book No.I, CD Volume No.14, pages: 5324-5337, Being No.04294, for the year 2013 has been revoked and/or cancelled by a Deed of Revocation dated 13.07.2022 registered

at the office of the A.D.S.R. Behala and recorded in Book Ashana Sagradder

Simon Red A Londing



Simon Roy Ohoushin

no. — Volume No. — pages: — being No. 1-160709798 for the year 2022

- E) That the facts as hereinbefore recited are all true and correct.
- F) That title of the Owners to the Said Property is clear and the Owners have a good and marketable title to the same free from all encumbrances.
- G) That the Said Property is free from all encumbrances, mortgages, charges, liens, lispendences, attachments, trusts, debutters, leases, occupancy rights, thika tenancies, alignments, acquisitions, requisitions, and liabilities whatsoever or howsoever.
- H) Relying on the aforesaid representation of the Owners to be true and correct the Developer has approached the Owners to grant permission to carry out development of the Said Property and to incur all costs, charges and expenses for undertaking development/construction of the New Building(s) at the Said Property on Area sharing basis and on the terms and conditions hereinafter contained.

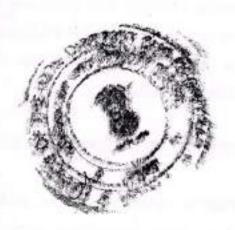
# NOW THIS AGREEMENT WITNESSETH as follows: — <u>DEFINITIONS:</u>

1.1 THE SAID PROPERTY: Shall mean and include ALL THAT piece and parcel of land measuring about 10 cottah 6 chittack 22 sq.ft. more or less comprised in Dag No.915, R.S. Khatian No.1343 under Mouza- Purba Barisha, J.L. No.23, Re.Su. No.43, Touzi No.238, Pargana- Khaspur, lying and situate at 871, Kailash Ghosh Road, District- South 24-

Aahana Sanaddir Randi Lamadha Alie Samaddar

Tolly Saha ,

Somaddaz



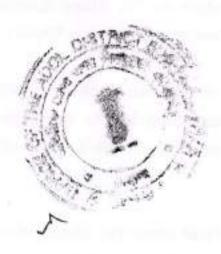
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Parganas, P.O. Barisha, P.S. Haridevpur, under Kolkata Municipal Corporation (S.S. Unit) Ward No.123 (previously under South Suburban Municipality) Kolkata-700008; as morefully and particularly described in the FIRST SCHEDULE hereunder written.

- 1.2 OWNERS: Shall mean and include the parties of the FIRST PART i.e. (1) DEBASISH SAMADDAR, (2) KAKALI SAMADDER, (3) AAHANA SAMADDER, (4) UTTAM SAMADDER, (5) ASHIS SAMADDAR, (6) PARTHA SAMADDAR, (7) JOLLY SAHA, (8) RAJIB ROYCHOWDHURY, (9) SUMAN ROYCHOWDHURY and (10) SHARMISTHA DAS.
- DEVELOPER(S): shall mean and include the party of the 1.3 SECOND PART i.e. DEVISCAPE REALTORS PRIVATE LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 having (PAN: AAJCD1997P) having its registered office at 7C, Kiran Shankar Roy Road, P.O. G.P.O. & P.S. Hare Street, Kolkata-700001.
- 1.4 ARCHITECT : shall mean such Architect who may be from time to time, appointed by the Developer for designing and planning of the New Building or Buildings at the Said Property.
- BUILDING(S) : Shall mean two blocks of multistoried building 1.5 for residential purpose only to be constructed on the said property at 871, Kailash Ghosh Road, District- South 24-Parganas, P.O. Barisha, P.S. Haridevpur, under Kolkata Municipal Corporation (S.S. Unit) Ward No.123 (previously under South Suburban Municipality) Kolkata-700008; by the

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Developer in accordance with the Plan or Plans already sanctioned by the Kolkata Municipal Corporation or any revision thereof or new plan/ plans to be prepared by the Architect and to be sanctioned by the Kolkata Municipal Corporation under the supervision and cost of the Developer.

- 1.6 BUILT-UP AREA: shall mean the total area measured on the outer line of a flat, including balcony and/or terrace, which is calculable as the carpet area plus the area covered by the external walls and columns of a flat together with the areas covered by exclusive balcony, or verandah area and exclusive open terrace area as may be certified by the architect PROVIDED THAT if any wall or column be common between two flats/units then only one-half area under such wall or column shall be included in such flats/ units.
- 1.7 CARPET AREA: Shall mean net usable floor area of a flat/unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the flats/units as may be certified by the Architect.
- 1.8 COMMON AREAS & FACILITIES: Shall mean and include corridors, stairs, landings, roofs, ways, passages and rooms, driveways if any, common lavatories, transformers, electric meters, if provided by the Developer, water pumps and water supply system, common sewerage system, lifts, and other facilities and amenities, which will be provided by the Developer (equal to all) in and incidental to the new building(s) or for the members of the proposed society as morefully and

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particularly described in the THIRD SCHEDULE hereunder written.

- 1.9 COMMON EXPENSES shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the New Building(s) and the Said Property and in particular the Common Areas and Facilities and all other common installations and other common purposes and for rendition of services in common to the Purchaser/s / holders of units therein.
- 1.10 COMMON PURPOSES shall mean and include the purpose of managing maintaining up-keeping and administering the New Building(s) and the Said Property and in particular the Common Areas and Facilities, common installations, rendition of services in common to the Purchaser/s / holders of units in the New Building(s), collection and disbursement of the common expenses and dealing with all matters of common interest of the Purchaser/s / holders of units in the New Building(s).
- 1.11 COMPLETION OF PROJECT: Shall mean full construction /development of the said property includes erection of all the proposed structures and/or buildings comprising several flats/units/spaces in different blocks strictly in accordance with the sanctioned plan and specifications below and making them all tenantable, habitable, ready for occupation in every respect together with proportionate right in all common areas, facilities and amenities in full fledged and obtaining relevant occupancy Certificate and/or Completion Certificate as well in

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respect thereof from the competent authority, in accordance with law.

### 1.12 DEVELOPER'S ALLOCATION:

The Developer's allocation shall mean the remaining portions of the constructed area excepting the Owners' allocation of the constructed area of the new building to be constructed on the said property.

The Developer shall have the exclusive right to deal with and dispose of the several flats and units including the car/two wheeler parking spaces and any other portion(s) of the proposed buildings which are under Developer's Allocation and the common facilities and amenities incidental to the said project in their own way and the Owners shall be obliged to execute the relevant indentures or deeds of conveyance incidental thereto jointly with the Developer(s).

1.13 FLAT/UNIT: Shall mean a separate and self-contained part of building, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in the building, used or intended to be used for any residential purpose or ancillary thereto.

#### 1.14 FORCE MAJEURE:

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Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise out of a breach or default by such Party of any of its obligations under this Agreement but which arises from, or is attributable to

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- (a) Fire, Flood, Earthquake, storm, lightning, epidemic, disaster or such other unforeseen natural calamities;
- (b) Riots, civil commotion and disturbances, disorder, insurgency, explosion, enemy action or war or militaryoperations or terrorist action, labour/worker/staff unrest or stop work or strike by them;
- (c) Interruption in the supply of utilities required in the Project for a period in excess of 3-days for no fault on the part of the Promoter;
- (d) Shortage/Stoppage in the supply of materials and equipments required in development of the Project for period in excess of 7 continuous days for no fault on the part of the Promoter;
- Injunctions/orders of any government, civic bodies, Panchayat/municipal bodies or other statutory bodies or other authorities restraining the implementation of the Real Estate Project;
- (f) Changes in law, notifications and/or government orders materially affecting the continuance or implementation of the Real Estate Project;
- (g) Non-issuance of sanctions or certificates by the appropriate authorities for any period due to policy decision or otherwise or any other reason beyond the control of a Party.

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- (h) Outbreak of infectious disease and/or epidemic/ pandemic.
- 1.15 INTENDING PURCHASER/ TRANSFEREE: Shall mean person/persons, firm, limited company, and association of persons to whom any space in the building(s)or on the said property may be transferred.
- 1.16 LEGAL CONSULTANT OR ADVOCATE OF THE PROJECT: shall mean Manna & Company, Advocates of Hastings Chambers Ground Floor, Room No.U, 7C, Kiran Sankar Roy Road, Kolkata-700001
- 1.17 NEW BUILDING(S) shall mean and include one or more multi storied building or buildings, and other constructed areas constructed from time to time in accordance with the plan / plans as shall be sanctioned by the appropriate / concerned authorities and which are to be constructed by the Developer at the Said Property.

# 1.18 OWNERS' ALLOCATION:

Owners' Allocation shall mean 6 numbers of 2-bed room self contained flats complete in all respect each measuring built up area of 625 sq.ft. more or less. Out of the said 6-flats, 2 Two flats shall be allocated on the first floor 2 (two)-flats on the second floor and 2(two)-flats on the third floor of the new building equally in 02 (two) blocks and 1-single bed room flat measuring about 500 sq.ft. more or less super built up area on the first floor in the second block and 5 numbers of car parking spaces on the ground floor each having area of 120 sq.ft. more or less. Out of the said allocation three flats

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shall be South Facing situated in two blocks, two flats shall be West Facing situated in two blocks, and the balance flats of the said allocation shall be given in any side of the two blocks according to the choice of the Developer. The owners Allocation will be constructed and completed in all respects and delivered to the Owners first.

In addition to the aforesaid the Developer shall pay to the Owners a further sum of Rs.12,00,000/- (Rupees Twelve Lakh) only out of which Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand) only shall be paid on or before execution of the Joint Venture Agreement, a sum of Rs.3,50,000/- (Three lakh Fifty Thousand) after completion of Second Floor casting of the First Block, a sum of Rs.3,00,000/- (Rupees Three Lakh) after completion of Second Floor casting of the Second Block and the balance Rs. 3,00,000 (Rupees Three lakh) after completion of the top floor casting of the First Block.

On instruction of the owners the said amount shall be paid by the Developer to Mrs. Kakali Samadder in her account No.30059063243 maintained with State Bank of India Sakher Bazar Branch 45, Diamond Harbour Road Kolkata-700008.

1.19 PARKING SPACES shall mean the spaces in the ground floor of the two blocks in the new building to be constructed in the said property and delineated by the Developer indicating a right to park motor cars and two wheelers therein or thereat as sanctioned by the competent authority. Owners shall be allotted three car parking spaces in the First block and two in the second block.

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- 1.20 PERSON means any individual, company, corporation, partnership, limited liability partnership, joint venture, trust, unincorporated organisation, government or governmental authority or agency or any other legal entity.
- 1.21 PLAN shall mean the plans drawings and specifications of the New Building(s) as be caused to be prepared by the Developer from the Architect and sanctioned by the appropriate / concerned authorities and shall include modifications and/or additions and/or alterations thereto as may be necessary and/or required from time to time.
- 1.22 PROJECT shall mean the development of a real estate project on the Said Property by constructing new Building.
- 1.23 POWER OF ATTORNEY: By these presents, along with the execution of this agreement, the Owners do hereby also grant a general power of attorney for development of the said property in favour of the Developer herein, or any nominated person/persons of the Developer in accordance with law so that the Developer can proceed in furtherance of and in accordance with this agreement. Such Power of Attorney is however qualified by this Development Agreement and has got no independent status of its own.
- 1.24 REVENUE COLLECTION ACCOUNT or ESCROW ACCOUNT
  for the purpose of this Agreement means the account opened
  with a Bank for the purpose of collection of all revenues and
  receipts relating to the Project including the Gross Revenues
  and all other incomes or collections or deposits including
  items which are excluded from the meaning of the term Gross

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Revenues. It is clarified that such account shall be an escrow account and shall be operated by the Developer only. Necessary instruction shall be given by the Developer to the escrow bank to transfer Developer's share to the Bank Account designated by the Developer. Such distribution shall be inconformity with the provisions of RERA.

- 1.25 SPECIFICATIONS: shall mean the general specifications and/or materials to be used for construction erection and completion of the New Building(s) as more fully and particularly described in the THIRD SCHEDULE hereunder written.
- 1.26 SUPER BUILT UP AREA: of a Unit shall mean the Built-Up Area of such Unit PLUS 20% on the Built-Up Area.
- 1.27 TAXES: means all taxes, assessments, duties, levies and charges, including ad valorem taxes on real property, Goods and Service Tax, personal property taxes and business and occupation taxes, imposed by any governmental / statutory authority in connection with the development of Said Property and in connection with collection/allocation of revenues from selling/ disposing the units/spaces in the above project.
- 1.28 TRANSFER: With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in new building to purchasers thereof in respect of Developer's Allocation only.

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1.30 WORDS: Importing singular shall include plural and viceversa and the words importing masculine gender shall include feminine and vice-versa and similarly words importing neuter gender shall include masculine and feminine genders, as applicable.

#### 2. COMMENCEMENT& TIME LIMIT

This agreement shall be deemed to have commenced with effect from the date of execution of this Agreement. The time limit for completion of construction /development of the said project is 36 months from the date of handing over peaceful and vacant possession of the said property to the Developer. Time shall be the essence of this contract. All formalities including but not limited to the soil testing, sanction of site/building plan(s) and other permissions and clearances incidental to the starting of and continuing and finishing the said development have been agreed to be completed within the said stipulated period of 36-months. In case of Force Majeure as defined hereinabove, a grace period of further 6 months or more shall be granted for the required purpose. In the event the Developer fails to adhere to the time limit, the Developer shall pay a sum of Rs.25,000/- per month towards compensation and such payment shall be made till the completion of the project.

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# OWNERS' RIGHTS AND REPRESENTATIONS:

- The Owners hereby declares that they are absolutely seized 3.1. and possessed of and/or otherwise well and sufficiently entitled to the said property and has exclusive right to enter into this agreement. A portion of the said property is occupied by the owners which they undertake to vacate and handover peaceful and vacant possession thereof to the Developer as early as possible by shifting their residence therefrom to any other alternative accommodation to be selected by them. Rent of such alternative accommodation subject to a maximum limit of Rs. 15,000 per month shall be borne by the Developer till delivery of Owners' Allocation. If the rent amount exceeds Rs.15,000 per month, the same shall be borne by the Owner. The Owners shall submit proof of such payment of rent to the Developer and if it is found the rent is less than Rs. 15,000, the Developer shall pay the lesser amount. The Developer shall pay the monthly rental amount in the account of Mr. Ashis Samadder, the particulars whereof shall be provided by the Owners under cover of letter signed by all of them.
- 3.2. The Owners hereby declares that there is/are no other Owners or any other lawful claimants in respect of the said property, and in future if any person or persons happen(s) to claim his/her/their shares in the said property, in that case the Owners herein shall be jointly liable for that which shall be adjusted from the present Owners' allocation.
- 3.3 The Owners hereby grant, subject to what has been hereunder provided, exclusive right to the Developer to build upon and to exploit commercially the said property and to construct new building(s) thereon in accordance with the plan

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sanctioned or to be sanctioned by Kolkata Municipal Corporation or in accordance with any revision/amendment and/or modification thereto.

- 3.4. The Owners shall co-operate with the Developer in every possible manner and do all such things as and when required for furtherance and successful completion of the said project including rendering of full assistance and co-operation to the developer in obtaining sanction/revision of the site plan as well as building plans, loans for the said project from any financial or banking institutions etc. without any mortgage or guarantee from part of Owners.
- The Owners shall not be liable to incur any portion of the costs of and/or incidental to the said project.
- 3.6. The Owners shall be liable to execute such deeds of Indenture and/or Conveyance jointly with the Developer(s) in favour of the intending purchaser/s and/or transferee/s as are required to be made at the instance of the Developer for effective transfer of any flat/unit/space in the buildings in respect of the Developer's Allocation.
- 3.7. The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the buildings on the said property in accordance with the sanction plan.
- 3.8 The Owners hereby agrees and covenant with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of,

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subject to following the terms of this agreement, any portion or portions of the space in the proposed building or of the said property.

- 3.9. The Owners do hereby agree and covenant with the developer not to let out, grant, transfer, assign, lease, mortgage and/or create charges in any portion or portions of the space in the proposed buildings or of the said property by their own way save and except at the instance of the Developer and shall cooperate in all respect with the Developer in disposing of portion or portions of the floor area or unit and space in the proposed buildings in respect of the Developer's Allocation in the said property.
- 3.10. Simultaneously with execution of this Agreement the Owners shall handover the original sanctioned building Plan No.2015130228 dated 28.09.2015 alongwith all original title documents pertaining to the said property to the Developer for the purpose of inspection/ verification of the same for successful execution of the said project. The Developer shall for all purposes and times till completion of construction of the project remain as the sole custodian of those original papers/documents. As per the applicable laws, the developer thereafter shall handover the same to the Flat/Apartment Owners' Association once the project is completed in all respect and all the flats /units/spaces under Developer's Allocation are sold out.
- 3.11. In the event the commencement of the construction of the project is delayed due to fault on the part of the owners without any reason and illegally and in that case, the owners

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shall pay interest at the rate of 16% per annum on the amount invested by the Developer.

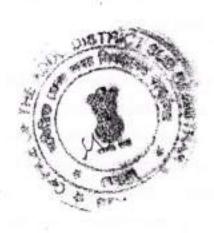
# 4. BUILDING PERMIT, LICENSES AND PERMISSIONS

- 4.1 It is made clear that all applications, plans and other documents as may be required for the purpose of obtaining necessary sanctions or its revisions/modifications incidental to construction and development of the said project or building(s) in compliance with the RERA and other applicable laws/rules and signed by the constitute attorney for and on behalf of the Owners caused to be approved and/or signed by the Owners and submitted by the Developer at the Developer's own costs and expenses and the Developer shall incur all expenditures of and/or incidental to the said project and shall pay all charges and bear all fees and remunerations including that of architects, chartered accountants and lawyers, which are required to be paid for effective implementation and execution of the said project.
- 4.2 The Owners do hereby authorize and empower the Developer to apply for and obtain temporary and/or permanent connections for water, electricity, drainage, sewerage, power and other inputs utilities and facilities from all State and Central Government authorities and statutory or other body or bodies required for construction use and maintenance of the New Building(s) at the cost and responsibility of the Developer.
- 4.3 The Developer shall continue to comply with terms and conditions of all the consents and all other irrevocable licenses, permits, approvals obtained or may be obtained in

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the name of the Owners for the development of the Said Property;

- 4.4 The Developer shall have necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the New Building(s) and obtaining inputs, utilities and facilities therein being liable for all risks, costs and consequences thereof and the Owner or their attorney shall execute such papers and documents and do such other acts deeds and things as be reasonably required by the Developer therefor.
- 4.5 The Developer shall be solely responsible to look after, supervise manage and administer the progress and day to day work of construction of the proposed New Building(s) and shall be liable for all risks, costs and consequences thereof.
- 4.6 The Developer shall be responsible to obtain all permissions, approvals, clearances, consents required for sanction, construction, development and sale of the Developer's Allocation in the Project on the Said Property. The Owners shall empower the Developer to sign all papers and documents for the said purpose.
- 4.7 The Developer shall solely be responsible to pay the fees of the Legal Consultant.

## 5. DEVELOPMENT AND CONSTRUCTION

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5.1 The Developer shall construct the New Building(s) in good substantial and workman like manner and use good quality of materials. The general specifications and/or materials to be

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used for construction, erection and completion of the New Building(s) are more fully and particularly described in the THIRD SCHEDULE hereunder written.

- 5.2 All constructions as may be made at the Said Property shall be at the sole risk and responsibility of the Developer and all building materials, plants and machineries, which may be brought or kept at the Said Property, shall remain at the sole risk and responsibility of the Developer. The Developer shall indemnify the Owners against all liabilities losses claims or proceedings whatsoever arising under common law or under any statute in respect of injury or the death of any person or violation of any law, rule, bye-law and/or regulation or arising out of or in course of or caused by the execution of the work envisaged hereunder.
- The Developer from the date of this agreement hereby agrees 5.3 to keep the Owners saved harmless and indemnified against all actions, losses, damages, accidents, mishaps, liabilities, fines, penalties, compensations, costs, charges and expenses, for any such acts, omissions, non-compliances, lapses or violations of any law, bye-law, rules and regulations concerning the development of the Said Property and any accident or mishap arising out of faulty design, construction or workmanship and arising as a result of the acts and omissions of the Developer and that in carrying out all of the obligations of the Developer as aforesaid, the Owners will, without any claim or demand, sign and execute all necessary papers and applications as may be required by the Developer and render active cooperation and assistance in getting and keeping valid all such consents and the Owners agree not to do or cause to

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be done any act or thing which will render invalid or make liable to be rendered invalid any such consents.

The Developer shall abide by all laws, bye-laws rules and regulations of the appropriate Government and local bodies and shall attend to answers and be responsible for any deviation violation and/or breach of any of the said laws bye-laws rules and regulations. The Developer hereby agrees to keep the Owners saved harmless and indemnified against all punitive actions, losses, damages, fines, penalties, costs charges and expenses, (including, but not limited to, reasonable attorneys' fees and all court costs and other expenses of litigation, whether or not taxable under local law) resulting due to omission, non compliance, lapses or violations of any law, bye-law, rules and regulations concerning the development of the Said Property and arising as a result of the acts and omissions of the Developer.

5.5 All persons employed by the Developer in connection with the development and the project shall be the Developer's employees or independent contractors, and shall not be the employees or agents of the Owners. The Developer shall be solely responsible for the salaries of its employees and any employee benefits, including, without limitation, wages, insurance and worker's compensation benefits. The Developer shall fully comply with all applicable laws and regulations having to do with worker's compensation, hours of labour, wages, working conditions, and other employer employee related subjects including compliance of all labour laws. The Developer hereby agrees to indemnify, defend and hold harmless the Owners for, from and against any cost, loss,

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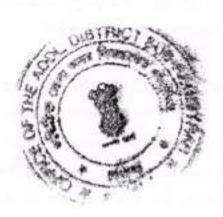
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damage or expense (including, but not limited to, reasonable attorneys' fees and all court costs and other expenses of litigation, whether or not taxable under local law) arising out of the Developer's policies, procedures, acts or omissions relating to employment matters.

- 5.6 The Developer shall be entitled to construct the building/s in accordance with the sanctioned plan thereof without any hindrance or obstruction from the Owners or any person claiming through or under trust for it.
- 5.7 The Developer shall at its own cost be entitled to make any variation and/or modifications in the said plan and/or specifications and/or construction of the building(s) and as may be permitted to be done from time to time by the appropriate / concerned authority or other appropriate authorities or under any statute or under the advice of any Architect without foisting any liability upon the Owners.

#### 6. PROPERTY

- 6.1 The said property is under the control and possession of the Owners.
- 6.2 The Owners confirm that they have legally and marketability title of the Said Property.
- 6.3 The Developer has made necessary and relevant enquiries and inspected and got itself satisfied about the title of the Said Property and the physical nature and measurement of the land comprised in the Said Property.

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# DEVELOPER'S OTHER RIGHTS

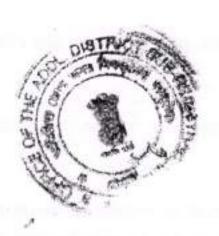
In the manner set out below, The Developer shall have the right to cause marketing and advertisement at its own cost and risk for sale of residential flats in respect of the Developer's Allocation in the said property pertaining to this development project without any interference from the Owners.

- 7.1 It is agreed that for sale of Units, Developer will finalize the following as per the format prescribed by RERA and in consonance with the terms and conditions contained herein and the rules framed thereunder.
- 7.2 Standard form of provisional allotment letter, unit sale agreement and conveyance deed inconformity with the provisions of Real Estate Regulation Act 2016 and the Rules framed thereunder.
- 7.3 sale price of Units, parking spaces and other areas from time to time; and
- 7.4 schedule of payments to be collected from Intending Purchasers.
- 7.5 The Developer shall be entitled to accept bookings only after proper launch of the Project and after registration in RERA.
- 7.6 That the Owners That the Owners shall grant Power-of-Attorney in favour of the Developer to execute all deeds, documents and instruments as may be necessary and/or required from time to time for carrying out the development

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and to execute the Agreements for Sale and Deed of Conveyance in favour of the Purchasers of flats/apartments in terms hereof and to sign and execute all documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the Project.

- (i) The Developer shall also be authorised for and on behalf of the Owners to sign all documents in connection with sale of flats/ apartments for taking loan from Banks/ Financial Institution in respect of Developer's Allocation.
- (ii) The Developer is hereby authorized and empowered on behalf of the Owners to sign, execute, submit and deliver all writings in connection with the any matter relation to Project Development. This shall not, however, absolve, the Owners to carry out of its respective obligations under this agreement nor affect the obligation of the Owners to execute Power of Attorney and other authorities in terms hereof.
- (iii) The Developer shall be authorised and empowered in its own name and also in the name of the Owners, in so far as may be necessary, to apply for and obtain all permission, approval and clearances from any authority whether local, state or central for the construction of the Project and also to sign and execute all plans, sketches, papers and applications and get the same submitted to and sanctioned by the Municipal Authority/ Panchayet from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Project Property or any portion

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thereof and/or for obtaining any utilities and permissions.

It is understood that to facilitate the construction of (iv) Development at the Project Property by the Developer and for obtaining necessary connections and utilities therein or therefor, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Developer relating to which specific provisions may not have been mentioned herein. The Owners do hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorization as may be reasonably required by the Developer for the purpose and the Owners do hereby undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer and all the expenses shall be borne by the Developer.

(v) The said power or power of attorney to be so granted by the Owners in favour of the two directors of the Developer Company namely Dipak Dutta and Arup Chatterjee to act jointly and/or severally which shall form a part of this agreement and neither of the Owners

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shall be entitled to revoke, modify or alter the same without the prior written consent of the Developer.

- (vi) The Owners shall not claim any right over the land to be constructed by the Developer to make the project land contiguous. Proportionate area of the construction over the said land shall exclusively belong to the Developer.
- 7.7 The Developer shall be entitled to enter into agreements, conveyance deed for the sale of such Residential flats/units with the intending purchasers jointly with the Owners in tripartite form on and for such price or consideration as the developer shall deem fit and proper keeping the Owners indemnified against all liabilities regarding agreed specifications, terms and conditions agreed with intending purchaser/s in respect of the Developer's Allocation.

7.8 The Developer shall have the exclusive right to construct the building(s) at the Said Property at its cost in accordance with the sanctioned plan thereof as modified from time to time. The type of construction, specification of materials to be used and the detailed design of the building shall be as described in the THIRD SCHEDULE hereunder written.

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7.10 It is agreed that the Intending Purchaser/s shall be entitled to mortgage and/or create charge for the limited purpose over or in respect of respective Units intended to be purchased for obtaining loans for purchase of the same.

## 8. RIGHT OF FURTHER CONSTRUCTION

The right of the Owners and Developer in the roof of the New Building(s) and the right to raise further constructions on the Said Property that may be allowed by appropriate authorities at any time in future shall be shared between the Owners and Developer on mutually agreed terms herein.

# 9. PROCEDURE OF SALE AND ALLOCATION

That it is agreed that Developer shall decide the selling strategy and price for the sale of all the Units/Spaces including common parts, areas, car/two wheeler parking spaces, whatsoever of the Project to the Intending Purchasers in respect of the Developer's Allocation.

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- 9.1 The Developer shall open Revenue Collection Account/ Escrow Account with a bank as per RERA and all incomes or collections or deposits on account of the Project shall always be accounted for and deposited by the Developer in it and necessary instruction shall be given to the Bank where the Escrow Account shall be opened to transfer the Developer's share to their designated Bank Account.
- 9.2 Subject to any Applicable Law, the priority of payment from the Revenue Collection Account shall be as follows:
  - (i) Sums collected on account of Goods and Service Tax or any other similar taxes, charges, duties, levies or cess shall first be paid and/or transferred to the respective authorities and upon such payments being made, a copy of the statement of such payments being made shall be sent to the Owners for their records. A separate account for collection of G.S.T. shall be maintained in the same bank in the name of Developer, for making necessary disbursements; and it is clarified that the Owners shall not be liable for any payment and/or any charge or deduction Goods and Service Tax or any other similar taxes on Owners' allocation.
- 9.3 The Developer during the subsistence of this Agreement, maintain books of accounts in accordance with standard accounting practices and statutory requirements recording all receipts from all sources derived or on account of the Project, income, expenditure, payments and assets and liabilities, in accordance with this Agreement and the Applicable Laws.

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The Developer shall ensure that the advertising and marketing 9.5 is carried out in a manner that is consistent with and not in derogation of or conflict with any of the terms or provisions of this Agreement and the Applicable Laws. The Developer hereby specifically acknowledges and agrees that all advertisements and marketing of the Project shall be strictly in adherence with any Applicable Law and such advertisements and marketing shall not be misleading in any manner whatsoever, and the Developer agrees and acknowledges that it shall remain liable to keep the Owners and their directors indemnified and harmless against any damages, loss, claims, litigations (including any claims made by any customer/Intending Purchaser of the Project) arising out of any breach of the terms of this Clause or any misleading advertisement or marketing attributable to the Developer or the marketing agent or the brokers appointed by the Developer.

9.6 After Intending Purchaser/s are identified by the Developer, the Developer jointly with the Owners shall enter into agreements, to sell units / constructed spaces/flats together with undivided proportionate share or interest of land in respect of the Developer's Allocation in the Said Property in proportion to the super built up area to be purchased by such Intending Purchaser and comprised in the building. All

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amounts payable under the said agreements for sale, shall be deposited by the Developer only in the Revenue Collection Account (Escrow Account).

## 10. MAINTENANCE MANAGEMENT AND OUTGOINGS

- 10.1 The Developer shall frame all rules and regulations regarding the usage and rendition of common services and also the common restrictions which should be normally kept in the sale and transfer of residential units/spaces.
- 10.2 Upon completion of the Project and after expiry of one year thereof, the Developer shall cause to form a proper maintenance organization or Association of Flat Owners amongst the Purchaser/s of the Units of the buildings in the said property for effective management of the buildings for common purpose and handover the responsibilities of and incidental to all such common areas, facilities and amenities to them and after that the Developer as well as the Owners shall have no responsibility for the Project or the Common Purposes and shall stand discharged from all risks and responsibilities towards the Project whereupon.
- 10.3 Till such time the Association of Flat Owners is not formed but not exceeding 1-year from obtaining full completion certificate from the appropriate authority in respect of the whole Project, the Developer shall make arrangements through a facility management company or otherwise for management and administration of the maintenance of all common parts, amenities and facilities and other affairs of the Project and to receive and realize contributions from all end users and/or occupiers of different units in the Project which may be

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payable as common expenses or for maintenance, service charges, rates and taxes and also to disburse the same. If such organisation is not formed within the said period of 1 (one) year, then the maintenance of the Project shall be handed over to the maintenance organisation as soon as it is formed.

10.4 Developer shall indemnify the Owners fully against any liability, claims, losses and damages for any default, failure, breach, act, omission or neglect on the part of the Developer incidental to administration of the maintenance and legal compliance of such common areas, facilities and amenities as well as formation of maintenance organization or Association of Flat Owners.

## 11. DEVELOPER'S OBLIGATIONS:

This Agreement is completely personal to the Developer and except as specifically provided for in this Agreement, in no event the Developer shall be entitled to transfer and/or assign its right title interest and/or the benefits of this Agreement to any other person and/or person without the consent of Owners, in writing prior had and obtained.

11.1 The Developer shall take full responsibility for the adequacy, stability and safety of all site operations, of all methods of construction and all materials, machineries, labour force, common facilities and installations to be used. The Developer shall make all arrangements for security, fire safety and all necessary civic facilities and amenities as may be required for preservation and protection of the Said Property at its own.

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cost and as per the rules and regulations pertaining to the same.

- 11.2 The Developer shall comply with all labour legislations including child labour, workermen's compensations, hours of labour, wages, working conditions, and other employer employee related subjects. for the purpose of construction work at the Said Property.
- 11.3 The Developer shall cause construction development and marketing of the Project at its own costs, risk and responsibility, by adhering to the said plan, construction contracts and all Applicable Laws and attending to all notices issued by concerned authorities. The Developer shall alone be responsible and liable to Government, Municipal Authority, other planning authorities, third parties and the public in general and shall alone be liable for any loss, damage or compensation or for any claim arising from or relating to construction and shall indemnify fully against any claims, losses and damages for any default, failure, breach, act, omission or neglect on the part of the Developer and/or any contractor, entity, body, agency and/or person appointed or designated by the Owners.
- 11.4 The Developer will be liable for any defect in construction as prescribed in RERA. The Developer will register the project as per the Applicable Law and bear the cost of the same.
- · 11.5 The Developer will obtain completion / occupancy certificates in terms of this Agreement and give copy to Owners.

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11.6 That the Developer shall make timely payments of all taxes, cesses, duties, levies and charges and all applicable statutory dues as per applicable law payable by the Developer for the development of the Said Property and collection/allocation of spaces/revenues, as per the terms and conditions of this Agreement after signing of this Development Agreement.

### 12. COMMON OBLIGATION AND INDEMNITY

12.1 The Developer shall be exclusively responsible for payment of all local bodies' rates and property taxes, duties and other public outgoings and impositions whatsoever in respect of the said property which are accruing due from the date of execution of these presents and handing over of vacant and peaceful possession of the said property to the Developers till the date of actual transfer of the same to the transferees AND if there be any dues of such rate/s which have accrued before the date of execution of these presents and handing over of the said property to the Developers, the same would be borne by the Owners exclusively.

It is agreed and recorded that immediately after registration of the flats under Developer's Allocated area, the Developer shall cause mutation of the same in the name of individual flat owners in the records of Kolkata Municipal Corporation and charges of such mutation work shall be recovered from the individual flat owners or the owners as the case may be. In any event the particulars of sale of all flats shall be informed by the Developer to the Kolkata Municipal Corporation for their information.

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## 13. EFFECTIVE DATE AND TERM

This Agreement shall take effect on the date of signing of this Agreement (Effective Date) and shall remain in force till time limit of completion described hereinabove. Neither party shall, except as provided hereunder, have the right to terminate the Agreement, except in case of default or breach of the terms and conditions of this Agreement.

#### 14. NOTICE:

All notices to be served hereunder by any of the parties on the other shall, without prejudice to any mode of service available to them be, deemed to have been served upon the Owners or the Developers, as the case may be, if sent to it/him under registered/speed post with acknowledgement due at the address for correspondence given above in this agreement.

#### 15. ARBITRATION

It is agreed that all disputes and differences between the parties arising out of this agreement shall be referred to a sole Arbitrator to be appointed by the parties whose decision shall be final and binding on all the parties.

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Each of the parties shall co-operate with the other to effectuate and implement this Agreement and shall execute and/or register such further documents and papers as be required by the other party for giving full effect to the terms hereunder agreed.

 All agreements, Deeds of Conveyance and other document of transfer to be executed in respect of the Units in the Project

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pursuant to this Agreement, Power of Attorney and Deeds of Conveyance shall be in such form as be drawn by Manna & Company (Advocates), and the same shall be executed by both the parties hereto.

- III. Nothing in these presents including the grant of permissive possession shall be construed as a demise or assignment or conveyance in law by the Owners to the Developer or creation of any right, title or interest in respect thereof in favour of the Developer other than an exclusive license to the Developer to commercially exploit the same in terms hereof. The parties have entered into this Agreement purely as a contract and nothing contained herein shall be or be construed as a partnership between the Owners and the Developer in any manner nor shall the Owners and the Developer be deemed to constitute an association of persons.
- IV. Each party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the Approvals of any Governmental Authority are required for any of the arrangements under this Agreement to be effected, each party will use all reasonable endeavors to obtain such Approvals.
- V. During the term of this Agreement if any new Act, Rule, Regulation and Order come into force, which is applicable to the transaction and the Project envisaged herein, the parties will be bound to implement the same without delay and if such

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implementation renders any provision of this Agreement as invalid and unenforceable, the parties shall replace such invalid or unenforceable provision with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision, without affecting the Owners' Share.

- VI. The persons signing this Agreement on behalf of the respective parties represent and covenant that they have the authority to sign and execute this document on behalf of the parties for whom they are signing.
- VII. To the extent that there is any conflict between any of the provisions of this Agreement and any other Agreement by which the Owners of the Said Property or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.
- VIII. This Agreement constitutes and represents the entire Agreement between the parties with regard to the rights and obligations of each of the parties and cancels and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the parties on the subject matter hereof or in respect of matters dealt with herein.
- IX. The parties to this Agreement agree that, to the extent permitted by the Applicable Laws, the rights and obligations of the parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting party.

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- X. The stamp duty and registration charges in respect of this Agreement, the Power of Attorney and any other document pertaining to the Said Property shall be borne and paid by the Developer.
- XI. The Developer and the Owners and/or their respective nominee/nominees shall not at any time hereafter be entitled to claim partition by metes and bounds of any part of the land comprised in the Complex.
- XII. The Project shall always be known by the name as proposed by the Developer with the written consent of the Owners and the same shall not be changed by the parties or their respective transferees and such restriction shall be clearly mentioned in all transfer documents.
- XIII. If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- XIV. If any such provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable and to the extent feasible and accurately represents the intention of the Parties.
- XV. Any delay or indulgence or forbearance on the part of any of the parties in enforcing the terms and conditions of this agreement or giving relaxation of time by either of the parties to the other shall not be construed as a waiver or estoppel on

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the part of such party/parties or of any breach or noncompliance of any of the terms and conditions herein stipulated, nor shall the same in any manner prejudice the rights of either of the parties in enforcing any of its/his/their rights or claims arising out of any such breach.

- XVI. No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the right of such party to require performance of that provision.
- XVII. The Agreement (together with schedules, if any) the entire Agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto. Clause removed as not applicable
- XVIII. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- XIX. Save as hereinbefore provided, termination of this Agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.

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## THE FIRST SCHEDULE ABOVE REFERRED TO: (said property)

ALL THAT piece and parcel of land measuring about 10 cottah 6 chittack 22 sq.ft. more or less comprised in Dag No.915, R.S. Khatian No.1343 under Mouza- Purba Barisha, J.L. No.23, Re.Su. No.43, Touzi No.238, Pargana- Khaspur, lying and situate at 871, Kailash Ghosh Road, District- South 24-Parganas, P.O. Barisha, P.S. Haridevpur, under Kolkata Municipal Corporation (S.S. Unit) Ward No.123 (previously under South Suburban Municipality) Kolkata-700008; and butted and bounded as follows:-

On the North

Land and building of Mr. Mandal;

On the South

6 ft. wide common passage;

On the East

Land and building of Shri Sukumar

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On the West

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12 ft. wide KMC Road;

# THE SECOND SCHEDULE ABOVE REFERRED TO: (Devolution of Title)

a) Panchu Charan Mondal was the absolute Owners and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of All That piece and parcel of Danga land measuring an area of 34 Decimals more or less-comprised in Dag No. 915; under R.S. Khatian No. 1343, Touzi No.238, R.S. No. 43, J.L, No. 23 lying and situate at Mouza- Purba Barisha, District 24-Parganas,

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P.S. Behala, A.D.S.R. Office -Behala, previously within S.R. Office Alipore and Behala, Pargana: Khaspur.

- b) By a registered Deed of Conveyance dated 13/05/1946 the said Panchu Charan Mondal sold, transferred and conveyed unto and in favour of Smt. Saraswati Dasi of All That piece and parcel of Danga land measuring an area of 34 Decimals more or less comprised in Dag No. 915; under R.S. Khatian No. 1343, Touzi No.238, R.S. No. 43, J.L, No. 23 lying and situate at Mouza- Purba Barisha, District 24-Parganas, P.S. Behala, A.D.S.R. Office -Behala, previously within S.R. Office Alipore and Behala, Pargana: Khaspur.
- c) By a Deed of Conveyance dated 08/05/1959 registered in the office of S.R. Behala and recorded in Book No. I, Volume No. 22, Pages 79 to 82 being No.1403 for the year 1959 the said Smt. Saraswati Dasi sold, transferred and conveyed unto and in favour of Smt. Sarala Bala Dasi alias Smt. Sarala Bala Ghosh of 17 Chetla Road, Sabji Bagan of All That piece and parcel of Danga land measuring an area of 10 Cottahs 6 Chittaks 22 Sq.ft. alongwith 6 ft. wide common passage on the Southern Side comprised in Dag No. 915; under R.S. Khatian No. 1343, Touzi No.238, R.S. No. 43, J.L, No. 23 lying and situate at Mouza- Purba Barisha, District 24-Parganas, P.S. Behala, A.D.S.R. Office -Behala, previously within S.R. Office Alipore and Behala, Pargana: Khaspur.
- d) By a Deed of Conveyance dated 25/05/1964 registered in the office of Sub-Registration Office of Alipore and recorded in Book No. I, Volume No. 85, Pages 28 to 32 being No. 3931 for the year 1964 the said Smt. Sarala Bala Dasi alias Smt. Sarala

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Bala Ghosh sold, transferred and conveyed unto and in favour of Sri. Amal Kumar Ghosh, son of Late Jogesh Chandra Ghosh of 5/1. Jagat Roy Chowdhury Road, Barisa, P.S. Behala, Kolkata-700008 of All That piece and parcel of Danga land measuring an area of 10 Cottahs 6 Chittacks 22 Sq.ft. alongwith 6 ft. wide common passage on the Southern Side comprised in Dag No. 915; under R.S. Khatian No. 1343, Touzi No.238, R.S. No. 43, J.L, No. 23 lying and situate at Mouza-Purba Barisha, District 24-Parganas, P.S. Behala, A.D.S.R. Office -Behala, previously within S.R. Office Alipore and Behala, Pargana: Khaspur.

- e) By a Bengali Deed of Conveyance dated 22/02/1965 registered in the office of Joint Sub-Registrar of Alipore at Behala and recorded in Book No. I, Volume No.17, Pages 172 to 176 being Deed No. 810 for the year 1965 the said Amal Kumar Ghosh sold, transferred and conveyed unto and in favour of Smt. Sudha Rani Das, wife of Late Lima Prassanya Das of ISA, Basupara Road, Barisa, P.S. Behala, Kolkata -700008 of All That piece and parcel of Danga land measuring an area of 10 Cottahs 6 Chittacks 22 Sq.ft. alongwith 6 ft. wide common passage on the Southern Side comprised in Dag No. 915; under R.S. Khatian No. 1343, Touzi No.238, R.S. No. 43, J.L, No. 23 lying and situate at Mouza- Purba Barisha, District 24-Parganas, P.S. Behala, A.D.S.R. Office -Behala, previously within S.R. Office Alipore and Behala, Pargana: Khaspur.
- f) By a Bengali Deed of Conveyance dated 18/12/1973 registered in the office of Sub Registrar at Alipore, District South 24-Parganas and recorded in Book No. 1, Volume No. 133, Pages 38 to 41 being No. 5662 for the year 1973 the said

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Smt. Sudha Rani Das sold, transferred and conveyed unto and in favour of Sri Bhabatosh Saha, son of Late Kripanath Saha of 44/2, Durgapur Lane; All That piece and parcel of Danga land measuring an area of 10 Cottahs 6 Chittacks 22 Sq.ft. alongwith 6 ft. wide common passage on the Southern Side comprised in Dag No. 915; under R.S. Khatian No. 1343, Touzi No.238, R.S. No. 43, J.L, No. 23 lying and situate at Mouza-Purba Barisha, District 24-Parganas, P.S. Behala, A.D.S.R. Office -Behala, previously within S.R. Office Alipore and Behala, Pargana: Khaspur.

By a Deed of Conveyance dated 14/12/1988 in the office of District Registration Office at Alipore and recorded in Book No. I, Volume No. 330, Pages 295 to 304 being Deed No.13843 for the year 1988 the said Bhabatosh Saha sold, transferred and conveyed unto and in favour of SMT. ALO SAMADDAR, wife of Late Sunil Kumar Samaddar of 111/1, at present 111/3, Kailash Ghosh Road, Kolkata-700008 of All That piece and parcel of Danga land measuring an area of 10 Cottahs 6 Chittacks 22 Sq.ft: alongwith 6 ft. wide common passage on the Southern Side comprised in Dag No. 915; under R.S. Khatian No. 1343, Touzi No.238, R.S. No. 43, J.L, No. 23 lying and situate at Mouza- Purba Barisha, District 24-Parganas, P.S. Behala, A.D.S.R. Office -Behala, previously within S.R. Office Alipore and Behala, Pargana: Khaspur.

h) By virtue of Deed dated 14/12/1988 the said SMT. ALO SAMADDAR became absolute Owners of All That piece and parcel of Danga land measuring an area of 10 Cottahs 6 Chittacks 22 Sq.ft. alongwith 6 ft. wide common passage on the Southern Side comprised in Dag No. 915; under R.S.

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Khatian No. 1343, Touzi No.238, R.S. No. 43, J.L, No. 23 lying and situate at Mouza- Purba Barisha, District 24-Parganas, P.S. Behala, A.D.S.R. Office -Behala, previously within S.R. Office Alipore and Behala, Pargana: Khaspur.

- The said SMT. ALO SAMADDER duly mutated her name in the records of Kolkata Municipal Corporation under Assessed No.411230917211 in respect of the aforesaid property and by the orders dated 11.07.2014, 15.07.2014 & 02.09.2014 passed by the B.L.&L.R.O. Thakurpukur Metiabruz Block was pleased to convert the classification of entire land from Shali to Bastu.
- j) ALO SAMADDER died intestate on 11.06.2021 leaving behind her surviving (1) DEBASISH SAMADDAR; (2) KAKALI SAMADDER, (3) AAHANA SAMADDER (4) UTTAM SAMADDER, (5) ASHIS SAMADDAR, (6) PARTHA SAMADDAR, (7) JOLLY SAHA, (8) POLY ROY CHOWDHURY as her legal heirs and none else;
- k) SHIBASIS SAMADDER, predeceased his mother Alo Samadder. He died intestate on 26.10.2016 leaving behind him surviving his mother Alo Samadder and wife KAKALI SAMADDER and only daughter namely AAHANA SAMADDER as his legal heirs and none else;
- Poly Roy Chowdhury, died intestate on 01.08.2015 leaving behind her surviving her two sons namely RAJIB ROY CHOWDHURY, SUMAN ROY CHOWDHURY and only daughter namely SHARMISTHA DAS as her legal heirs and none else;

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m) Thus the said (1) DEBASISH SAMADDAR, (2) KAKALI SAMADDER, (3) AAHANA SAMADDER, (4) UTTAM SAMADDER, (5) ASHIS SAMADDAR, (6) PARTHA SAMADDAR, (7) JOLLY SAHA, (8) RAJIB ROY CHOWDHURY, (9) SUMAN ROY CHOWDHURY and (10) SHARMISTHA DAS have become Joint owners of the schedule mentioned property.

# THE THIRD SCHEDULE ABOVE REFERRED TO: (specifications)

Structure

RCC Frame Structure.

Exterior

To be finished with

suitable

weatherproof paint.

Interior walls

Brick walls with putty

Flooring

Vitrified tiles.

Ground floor

Payer blocks.

Typical floor lobby and

Staircase

Spacious staircase with kota stone with steel railing.

Kitchen

Semi glazed ceramic tiles on floors. Glazed ceramic tiles up to 2 ft. above dado, Granite on cooking platform with stainless steel sink.

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Toilet

Semi glazed ceramic tiles on floor and Glazed ceramic tiles up to 7 ft. height on wall.

Windows

Anodized Aluminium windows alongwith tainted glass.

Doors

Flush door at main entrance, Flush door in bedrooms, PVC door in bathroom and kitchen, Treated and seasoned hardwood frame.

Hardware

Hardware fittings of reputed make.

Electricals

insulated copper Concealed marked ISI with wiring switches. A.C. points in all bedroom, Geyser point in all points TV bathroom, living/dining and master bed room.

Plumbing

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SWR (PVC) pipe for sewer, PVC drainage for pipes rainwater, CPVC/PVC pipes for water supply and distribution.

Sanitary Fittings and Fixtures

Basins and water Ceramic closet of reputed (conformed to



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ISI) brand, C.P. fittings of reputed make.

Lift

lift of reputed manufacturer.

IN WITNESS WHEREOF the parties hereto have executed these presents the day month and year first above written.

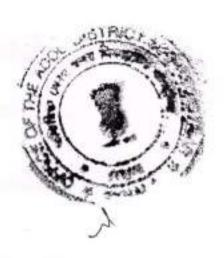
SIGNED SEALED AND DELIVERED

by the **OWNERS** at Kolkata

Jobarish Lanaddas Owner-1 Camadh

Pareltha Samadelis Owner-6 Tolly Saha Owner-7

Rafis Rol choachboy



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SIGNED SEALED AND DELIVERED by the **DEVELOPER** at Kolkata

DEVISCAPE REALTORS PVT, LTD. Allak Dutta

Director/Authorised Signatory

Developer

Witnesses:

Avriji - Samadles. 111/3 kg Road kol- 700008.

Drafted by:

Sutam Kormakar, F-345/06

Advocate, High Court, Calcutta



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RECEIVED by the OWNERS of and from withinnamed DEVELOPER the within mentioned the Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand) only being the deposit money

as per memo below:

Rs.2,50,000/-

### MEMO OF CONSIDERATION

Mrs. Kakali Samadder in her account No.30059063243 maintained with State Bank of India Sakher Bazar Branch 45, Diamond Harbour Road Kolkata-700008.

Bank Draft/ A/c. Payee Cheque No.	Date	Drawn on	In favour of	Amount (Rs.)
302643	11.07.2022	HDFC Bank	Mrs. Kakali Samadder State Bank of India Sakher Bazar Branch 45, Diamond Harbour Road Kolkata-700008 having Account No.30059063243	2,50,000/-
			Total:	2,50,000/-

Witnesses:

(Rupees Two Lakh Fifty Thousand) only Debasish Samaddas Gaf chif



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# SPECIMEN FORM FOR TEN FINGERPRINTS

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# SPECIMEN FORM FOR TEN FINGERPRINTS

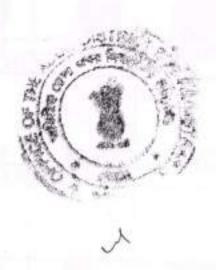
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13 JUL 2022

## SPECIMEN FORM FOR TEN FINGERPRINTS

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18 JUL 2022

# SPECIMEN FORM FOR TEN FINGERPRINTS

executants and/or purchaser Presents				entr.	a CHE WATER Char
6		9	(A) +		
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Addl. District Sub-Registrar Behala, South 24 Parganas



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

**GRN Details** 

GRN:

192022230070686368

GRN Date:

11/07/2022 18:45:36

BRN:

5684609276318

Gateway Ref ID:

Payment Status:

CHJ8881765

Successful

Payment Mode:

Online Payment (SBI Epay)

Bank/Gateway:

SBIePay Payment Gateway 11/07/2022 18:49:20

BRN Date: Method:

State Bank of India NB

Payment Ref. No:

2002067329/7/2022

[Query No/\*/Query Year]

#### Depositor Details

Depositor's Name:

Deviscape Realtors Pyt. Ltd.

Address:

7C, Kiran Sankar Roy Road Kolkata-700001

Mobile:

9830022568

Depositor Status:

Others

Query No:

2002067329

Applicant's Name:

Mr Tapas Kumar Maity

Identification No:

2002067329/7/2022

Remarks:

Sale, Development Agreement or Construction agreement Payment No 7

### Payment Details

S1, No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002067329/7/2022	Property Registration-Stamp duty	0030-02-103-003-02	7021
2	2002067329/7/2022	Property Registration-Registration Fees	0030-03-104-001-16	2521

Total

9542

IN WORDS:

NINE THOUSAND FIVE HUNDRED FORTY TWO ONLY.





## Government of West Bengal Directorate of Registration & Stamp Revenue

### e-Assessment Slip

No Vege	2002067329/2022	Office where deed will be registered			
Query No / Year Query Date	08/07/2022 12:26:57 AM	Deed can be registered in any of the offices mention on Note: 11			
Applicant Name, Address & Other Details	Tapas Kumar Maity Village And Post Office Mohammad	mmadpur,Thana: Bhabanipur, District: Purba Midnapore, 1, Mobile No.: 9831818356, Status: Solicitor firm			
	WEST DESCRIPTION OF THE PARTY O	Additional Transaction			
[0110] Sale, Development agreement	Agreement or Construction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,50,000/-]			
C. P. A. S. W. A. S. C. R. P.		Market Value			
Set Forth value		Rs. 50,42,485/-			
- Day of Burney	(SD)	Total Registration Fee Payable			
Total Stamp Duty Payable	(GO)ALIA SEAN SEAN SEAN SEAN SEAN SEAN SEAN SEA	Rs. 2,521/- (Article:E, E, B)			
Rs. 7.021/- (Article:48(g)) Mutation Fee Payable Expected date of Presentation of		provide a lindicial			
Remarks					

### Land Details:

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kailash Ghosh Road, , Premises No: 871, , Ward No: 123 Pin Code : 700008

Sch	Plot	Khatian		Use	Area of Land	Setroru	Market Value (in Rs.)	Other Details
L1	(RS :- )	Number	Bastu		10 Katha 6 Chatak 22 Sq		50,42,485/-	Width of Approach Road: 12 Ft.,
	Const	Total:	-		17.1682Dec	0 /-	50,42,485/-	

#### Land Lord Details:

Name & address	Status	Execution Admission Details :
Debasish Samaddar Son of Sunil Kumar Samaddar111/3, Kallash Ghosh Road, Sakher Bazar, Purba Barisha, City:-, P.O:- Barisha, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: IGxxxxxxx4B, Aadhaar No: 92xxxxxxxx7309, Status: Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self





#### Government of West Bengal Directorate of Registration & Stamp Revenue

#### e-Assessment Slip

Query No / Year	2002067329/2022	Office where deed will be registered			
Query Date	08/07/2022 12:26:57 AM	Deed can be registered in any of the offices mentioned on Note: 11			
Applicant Name, Address & Other Details	Tapas Kumar Maity Village And Post Office Mohammad WEST BENGAL, PIN - 721601, Mot	mmadpur,Thana : Bhabanipur, District : Purba Midnapore, 1, Mobile No. : 9831818356, Status :Solicitor firm			
Transaction		Additional Transaction			
	Agreement or Construction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,50,000/-]			
Set Forth value	A STATE OF THE STA	Market Value			
Series of Control of C		Rs. 50,42,485/-			
Total Stamp Duty Payable	(SD)	Total Registration Fee Payable			
Rs. 7,021/- (Article:48(g))		Rs. 2,521/- (Article:E, E, B)			
Mutation Ree Payable	Expected date of Presentation of Ceed	Amount of Stamp Duty to be Paid by Non Judicial Stamps			
Remarks		Mary Mary 1			

#### Land Details:

District: South 24-Parganas, P.S.- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kailash Ghosh Road, , Premises No: 871, , Ward No: 123 Pin Code : 700008

Sch	Plot Number	-Khatian Number	Land Proposed	Use	Area of Land		Market Value (In Rs.)	Other Details
L1	(RS:-)		Bastu		10 Katha 6 Chatak 22 Sq			Width of Approach Road: 12 Ft.,
	Grand	Total:			17.1692Dec	0 /-	50,42,485/-	

#### Land Lord Details:

Name & address	Status	Execution Admission Details :
Debasish Samaddar Son of Sunil Kumar Samaddar111/3, Kailash Ghosh Road, Sakher Bazar, Purba Barisha, City:-, P.O:- Barisha, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: IGxxxxxx4B, Aadhaar No: 92xxxxxxxx7309, Status:Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self

	2 Kakali Samadder Wife of Late Shibasis Samadder,111/3, Kailash Ghosh Road, Sakher Bazar, Purba Barisha, City:-, P.O:- Barisha, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. FGxxxxxx6C, Aadhaar No.: 89xxxxxxxxxx972,Status:Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
	Aahana Samadder Daughter of Late Shibasis Samadder,111/3, Kailash Ghosh Road, Sakher Bazar, Purba Barisha, City:-, P.O:- Barisha, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. GRxxxxxx3H, Aadhaar No.: 73xxxxxxxx8120,Status:Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
	Uttam Samadder Son of Sunil Kumar Samadder,111/3, Kailash Ghosh Road, Sakher Bazar, Purba Barisha, City:-, P.O:- Barisha, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ECxxxxxx6Q, Aadhaar No.: 45xxxxxxx5974,Status:Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
5	Ashis Samaddar Son of Sunil Kumar Samaddar,111/3, Kailash Ghosh Road, Sakher Bazar, Purba Barisha, City:-, P.O:- Barisha, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. MVxxxxxx8H, Aadhaar No.: 50xxxxxxxxx1452,Status:Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by; Self To be Admitted by; Self
The second secon	Partha Samaddar Son of Sunil Kumar Samaddar,111/3, Kailash Ghosh Road, Sakher Bazar, Purba Barisha, City:-, P.O:- Barisha, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. DRxxxxxx3K, Aadhaar No.: 52xxxxxxxx5938, Status: Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
1000	Jolly Saha  Daughter of Sunil Kumar Samaddar,87/1, Jatindra Mohan  Avenue, Hatkhola, City:- Kolkata, P.O:- Hathkhola, P.S:- Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700005  Sex: Female, By Caste: Hindu. Occupation: House wife, Citizen of: India, PAN No. JWxxxxxx4G, Aadhaar No.:  62xxxxxxxxx7633,Status:Individual, Executed by: Self  To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
FSKTPSIT	Rajib Roy Chowdhury Son of Late Poly Roy Chowdhury, Flat No.e2, Grotind Floor, 493, Kailash Ghosh Road, Sakher Bazar, City:-, P.O:- Barisha, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Lex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AZxxxxxx4C, Aadhaar No.: Sxxxxxxxx4480, Status: Individual, Executed by: Self to be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self

9	Suman Roy Chowdhury Son of Late Poly Roy Chowdhury, Kalitala, Laskarpur, City:-, P.O:- Laskarpur, P.S:-Narikeldanga, District:-South 24-Parganas, West Bengal, India, PIN:- 700153 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. bixxxxxx0n, Aadhaar No.: 59xxxxxxxx6793, Status: Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by; Self To be Admitted by; Self
	Sharmistha Das Wife of Debasis Das, Kanaipur Dakshin Pally, City:-, P.O:- Kanaipur, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712234 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. GKxxxxxx1N, Asdhaar No.: 56xxxxxxxxx7700, Status: Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self

Developer Details :

Name & address	Status	Execution Admission Details:
Deviscape Realtors Private Limited ( Private Limited Company ) ,7C, Kiron Sankar Roy Road (Hastings Street), City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 PAN No. AAxxxxxx7P, ,Aadhsar No Not Provided by UIDAIStatus :Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details:

SI No	Name & Address	Representative of
	Dipak Dutta Son of Dukari Dutta39/3, Kajkrishna Chatterjee Road, City:-, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700042 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AExxxxx3N, Aadhaar No.: 99xxxxxxx5206	Deviscape Realtors Private Limited (as Authorised Representative)

### Identifier Details:

### Name & address

Mr Tapas Kumar Maity Son of Mr Kanai Lal Maity

Village:- Mahammadpur, P.O:- Mahammadpur, P.S:-Bhagwanpur, District:-Purba Midnapore, West Bengal, India, PiN:-721601, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Debasish Samaddar, Kakali Samadder, Aahana Samadder, Uttam Samadder, Ashis Samaddar, Partha Samaddar, Jolly Saha, Rajib Roy Chowdhury, Suman Roy Chowdhury, Sharmistha Das, Dipak Dutta

-I.No	From	To. with area (Name-Area)
1	Debasish Samaddar	Deviscape Realtors Private Limited-1.71692 Dec
2	Kakali Samadder	Deviscape Realtors Private Limited-1.71692 Dec
3	Aahana Samadder	Deviscape Realtors Private Limited-1,71692 Dec
4	Uttam Samadder	Deviscape Realtors Private Limited-1.71692 Dec
5	Ashis Samaddar	Deviscape Realtors Private Limited-1.71692 Dec
6	Partha Samaddar	Deviscape Realtors Private Limited-1,71692 Dec
7	Jolly Saha	Deviscape Realtors Private Limited-1.71692 Dec
3	Rajib Roy Chowdhury	Deviscape Realtors Private Limited-1.71692 Dec
	Suman Roy Chowdhury	Deviscape Realtors Private Limited-1.71692 Dec
	Sharmistha Das	Deviscape Realtors Private Limited-1.71692 Dec

Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Datail
Assessment No. : 411230917211 Premises No. : 871 Ward No. : 123 Street Name : KAILASH GHOSH ROAD	Reference Deed No. : I-13843/88 Date of Registration. : Dec 14, 1988 Office Where Registered :	Owner Name : JOLLY SAHA, DEBASISH SAMADDAR, UTTAM	Character of Premises: Constructed Building Total Area of Land: 10 Cottah, 06 Chatak, 22 SqFeet,

#### Note:

- If the given information are found incorrect, then the assessment made stands invalid.
- Query is valid for 30 days (i.e. upto 07-08-2022) for e-Payment . Assessed market value & Query is valid for 30 days. (i.e. upto 07-08-2022)
- Standard User charge of Rs. 300/-(Rupees Three hundred) only includes all taxes per document up to 17 (seventeen) pages and Rs 9/- (Rupees Nine) only for each additional page will be applicable.
- e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
- e-Payment is compulsory if Stamp. Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f. 2nd May 2017.
- Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
- Quoting of PAN of Seller and Buyer is a must when the market usband to (Income Tax Act, 1964)

- Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
  - Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLIRO office.
- This eAssessment Slip can be used for registration of respective deed in any of the following offices: D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - II SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-PARGANAS, A.B.A. - IV SOUTH 24-PARGANAS, A.B.A. - I KOLKATA, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA

### -BETWEEN-

DEBASISH SAMADDAR ORS.

OWNERS

-AND-

DEVISCAPE REALTORS PRIVATE
LIMITED

DEVELOPER

JOINT VENTURE AGREEMENT