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

24 JUL 2023

DEVELOPMENT AGREEMENT

This Agreement for **DEVELOPMENT** is made this 24th day of July, 2023.

BETWEEN

SANKATMOCHAK VAPAR PVT. LTD.

Ain Sankar
Director

Sra Mitra

Sanjeev Kumar

12278

19 JUL 2023

No..... ₹ 50/- Date.....

Name :..... Sankat Mochak Vyapaar Pvt. Ltd.

Address : 20/1A, Lake view Road, Kolkata - 700029

Vendor :.....

Alipore Collectorate, 24Pgs. (South)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, KOI-27

(Handwritten signature)



Identified by me:
Shib Sankar Das
Adr
86 Lake Sati Shilpi
New Shed Room No. 9.
Alipore Judges Cant
P.O. & PS Alipore.
Kolkata - 70027
Enrol. No. F/2029/2017

District Sub Registrar-II
Alipore, South 24 Parganas
24 JUL 2023

SANKATMOCHAK VYAPAAR PVT. LTD.

Director

(1) **MRS. IRA MITRA**, wife of Late Sameeran Mitra, having PAN No. **ILAPM6533D**, having Aadhaar No. **9426 4577 0133**, by faith – Hindu, by occupation – Housewife, by nationality – Indian, residing at – 103A, Brahma Samaj Road, Post Office – Behala, Police Station – Parnasree, Kolkata – 700034, District – South 24 Parganas, West Bengal, India, and (2) **MR. SANJEEB KUMAR MITRA**, son of Late Sameeran Mitra, having PAN No. **ADSPM6203E**, having Aadhaar No. **6731 8709 8900**, by faith – Hindu, by occupation – Retiree, by nationality – Indian, residing at – 103A, Brahma Samaj Road, Post Office – Behala, Police Station – Parnasree, Kolkata – 700034, District – South 24 Parganas, West Bengal, India, hereinafter jointly called and referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, legal representatives, administrators and assigns) of the **ONE PART**.

AND

SANKAT MOCHAK VYAPAAR PVT. LTD., a company incorporated under the Companies Act, 1956, having PAN no. **AALCS8136M**, and having its registered office at – 20/1A, Lake View Road, P.S. – Lake, P.O. – Sarat Bose Road, Kolkata – 700029, District – South 24 Parganas, West Bengal, India, represented by its Director **MR. ASIS SARKAR**, son of Late Niranjana Sarkar, having PAN no. **AKLPS4288H**, having Aadhaar No. **6832 1312 3310**, by religion – Hindu, by nationality – Indian, by occupation – Business, residing at – 2, Dr. T. N. Majumder Street, P.S. – Tollygunge, P.O. – Tollygunge, Kolkata – 700026, District – South 24 Parganas, West Bengal, India, hereinafter called and referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context shall deem to mean and include its successors, administrators, legal representatives and/or assign) of the **OTHER PART**.

WHEREAS by an Indenture of Sale dated 04.03.1966, between one Nalini Kanta Guha, son of Late Basanta Kumar Guha, therein called and referred to as the Vendor of the One Part and Ira Mitra, wife of Sameeran Mitra, therein called and

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Sanjeeb Mitra

referred to as the Purchaser of the Other Part, which was duly registered before the office of the Joint Sub-Registrar, Alipore, and recoded in Book No. I, Volume No. 25, Pages from 76 to 86, being No. 1157, for the year 1966, the Vendor therein sold, conveyed and transferred in favour of the Purchaser therein ALL THAT piece or parcel of land measuring 4 (four) cottahs 7 (seven) chittaks 14 (fourteen) sq. ft., more or less, being part of C.S. No. 6496 and R.S. Plot No. 7277, under Khatian No. 1149, having raiyatisthitiban rights of Mouza Behala, J.L. No. 2, R.S. No. 83, Parganas Balia, Touzi No. 346, within the South Suburban Municipality, Police Station Behala, District 24 Parganas.

AND WHEREAS the said Ira Mitra mutated her name with the records of the then South Suburban Municipality and now known and numbered as Premises No. 180, Brahmo Samaj Road, P.S. previously Behala at present Parnasree, Kolkata – 700034, and having its mailing address at 103A, Brahmo Samaj Road, P.S. previously Behala at present Parnasree, Kolkata – 700034, District South 24 Parganas, having Assessee No. 41-130-03-0180-4, within the limits of Ward No. 130 of the Kolkata Municipal Corporation, and has been continuing in Khas and absolute possession thereof.

AND WHEREAS the said Ira Mitra obtained a Sanction Plan from the Kolkata Municipal Corporation vide Sanction Plan No. 247 (B-14) of 2006-07 dated 21.09.2006, for construction of a two-storied building upon the aforesaid property.

AND WHEREAS by a Deed of Gift dated 03.11.2006 between that said Ira Mitra, wife of Sameeran Mitra, therein called and referred to as the Donor of the One Part and Sanjeeb Kumar Mitra, son of Sameeran Mitra, therein called and referred to as the Donee of the Other Part, which was duly registered before the office of the A.D.S.R., Behala, South 24 Parganas, being Deed No. 7992, for the year 2006, the Donor therein gifted, granted, conveyed and transferred in favour of the Purchaser therein ALL THAT the First Floor roof measuring 1276 sq. ft., together with the right to construct upon the said roof as per the K.M.C. Sanction Plan No. 247 (B-14) of 2006-07 dated 21.09.2006, along with the proportionate

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right, and interest in the land underneath building lying and situated at Premises No. 103A, Brahma Samaj Road, P.S. Behala, Kolkata – 700034, District South 24 Parganas, within the limits of Ward No. 130 of the Kolkata Municipal Corporation.

AND WHEREAS the said Ira Mitra and Sanjeeb Kumar Mitra completed the construction of the said two storied building upon the aforesaid property and the said Sanjeeb Kumar Mitra mutated his name in respect of his share in the said property, with the records of the Kolkata Municipal Corporation vide Assessee No. 41-130-03-0655-3, and has been continuing in Khas and absolute possession thereof.

AND WHEREAS thus the said Ira Mitra and Sanjeeb Kumar Mitra became the joint owners of ALL THAT piece and parcel of land measuring 4 (four) cottahs 7 (seven) chittaks 14 (fourteen) sq. ft., be the same a little more or less, together with a two storied building, measuring an area of 2552 sq. ft., be the same a little more or less, lying and situated at Premises No. 180, Brahma Samaj Road, P.S. previously Behala at present Parnasree, Kolkata – 700034, and having its mailing address at 103A, Brahma Samaj Road, P.S. previously Behala at present Parnasree, Kolkata – 700034, District South 24 Parganas, formally being part of C.S. No. 6496 and R.S. Plot No. 7277, under Khatian No. 1149, having raiyatisthitiban rights of Mouza Behala, J.L. No. 2, R.S. No. 83, Parganas Balia, Touzi No. 346, within the South Suburban Municipality, now within the limits of Ward No. 130 of the Kolkata Municipal Corporation, which is more fully and particularly described in the First Schedule hereunder written.

AND WHEREAS the Developer herein being desirous of construction of a G+4 storied building into and upon their proposed plot comprising of a land measuring more or less 4 (four) cottahs 7 (seven) chittaks 14 (fourteen) sq. ft., more fully and particularly described in the First Schedule hereunder written, decided for construction of a G+4 storied residential building into and upon the said proposed plot of homestead land of the Owners and the said Developer agreed to undertake the development and construction of the new G+4 storied building into and upon the said premises after demolishing the old existing structures at

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the cost and expense of the Developer by obtaining the sanctioned building plan from the Kolkata Municipal Corporation and to implement such projects peacefully, the Owners and the Developer have already discussed the matter with respect of their respective benefits and interest for construction of a G+4 storied residential building thereon as per sanctioned building plan of the Kolkata Municipal Corporation to be sanctioned and to proceed with several acts and deeds and to execute rules and law of the Kolkata Municipal Corporation and the Government and after execution of this Development Agreement the Owners have agreed to execute and register a Development Power of Attorney unto and in favour of the aforesaid **SANKAT MOCHAK VYAPAAR PVT. LTD.**, a company incorporated under the Companies Act, 1956, having its registered office at – 20/1A, Lake View Road, P.S. – Lake, P.O. – Sarat Bose Road, Kolkata – 700029, District – South 24 Parganas, West Bengal, India, represented by its Director **MR. ASIS SARKAR**, son of Late Niranjan Sarkar, residing at – 2, Dr. T. N. Majumder Street, P.S. – Tollygunge, P.O. – Tollygunge, Kolkata – 700026, District – South 24 Parganas, West Bengal, India, as Attorney with several power and authority as to be set forth therein including sale power in respect of Developer's share of allocation and to avoid any further litigation, misunderstanding and dispute in between the parties along with their respective legal heirs, successors and legal representatives in future, the parties hereto have agreed and entered into this Development Agreement on the terms and conditions hereunder written.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

ARTICLE – I – DEFINITIONS & INTERPRETATIONS

(Unless in these presents there is something in the subject or context
inconsistent with)

1. **PREMISES** shall mean and include **ALL THAT** piece and parcel of land measuring 4 (four) cottahs 7 (seven) chittaks 14 (fourteen) sq. ft., be the same a little more or less, together with a two storied building, measuring

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Sanjiv Mitra
Sanjiv Mitra

an area of 2552 sq. ft., be the same a little more or less, lying and situated at Premises No. 180, Brahma Samaj Road, P.S. previously Behala at present Parnasree, Kolkata – 700034, and having its mailing address at 103A, Brahma Samaj Road, P.S. previously Behala at present Parnasree, Kolkata – 700034, District South 24 Parganas, formally being part of C.S. No. 6496 and R.S. Plot No. 7277, under Khatian No. 1149, having raiyatisthitiban rights of Mouza Behala, J.L. No. 2, R.S. No. 83, Parganas Balia, Touzi No. 346, within the South Suburban Municipality, now within the limits of Ward No. 130 of the Kolkata Municipal Corporation, more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.

2. **NEW BUILDING** shall mean the proposed G+4 Storied residential building to be constructed at the said Premises in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation and/or other appropriate authority or authorities for construction on the said Premises.
3. **OWNERS** shall mean (1) **MRS. IRA MITRA**, wife of Late Sameeran Mitra, residing at – 103A, Brahma Samaj Road, Post Office – Behala, Police Station – Parnasree, Kolkata – 700034, District – South 24 Parganas, West Bengal, India, and (2) **MR. SANJEEB KUMAR MITRA**, son of Late Sameeran Mitra, by faith – Hindu, by occupation – Retiree, by nationality – Indian, residing at – 103A, Brahma Samaj Road, Post Office – Behala, Police Station – Parnasree, Kolkata – 700034, District – South 24 Parganas, West Bengal, India, and include their respective heirs, executors, administrators, legal representatives and assigns.
4. **DEVELOPER** shall mean **SANKAT MOCHAK VYAPAAR PVT. LTD.**, a company incorporated under the Companies Act, 1956, having its registered office at – 20/1A, Lake View Road, P.S. – Lake, P.O. – Sarat Bose Road, Kolkata – 700029, District – South 24 Parganas, West Bengal, India, represented by its Director **MR. ASIS SARKAR**, son of Late Niranjan Sarkar, residing at – 2, Dr. T. N. Majumder Street, P.S. –

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Tollygunge, P.O. – Tollygunge, Kolkata – 700026, District – South 24 Parganas, West Bengal, India, and include its successors or successors-in-interest, transferors, nominee/s and/or assigns.

5. **COMMON FACILITIES / PORTIONS** shall include paths passages, stairways and other spaces and facilities whatsoever expressly specified by the Developer upon completion of the building for the establishment location enjoyment provision maintenance and/or management of the building.
6. **CONSTRUCTED SPACE** shall mean the space in the said New Building available for independent use and occupation including the space demarcated for common facilities and services as per sanctioned plan.
7. **ARCHITECT** shall mean such person/firm who may be appointed by the Developer for the purpose of sanctioning the building plan by the Kolkata Municipal Corporation and also for carrying out the supervision and management of the construction of the Said Building at the said premises.
8. **PLAN** shall mean the map or plan to be submitted to the Kolkata Municipal Corporation for construction of the said New Building at the said Premises with such other variation of modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities concerned and shall also include all working drawings to be got prepared by the Developer.
9. **OWNER'S ALLOCATION** shall mean and include (i) the Owners shall jointly get 50% area of the Ground Floor as per sanctioned plan building plan to be obtained from the K.M.C.; and (ii) the entire Northern Side of the First Floor; and (iii) the entire Southern Side of the Fourth Floor; and (iv) the entire Third Floor; together with undivided proportionate share in the land comprised in the said Premises

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Sanjib Mitra

along with undivided proportionate share in the common parts and facilities details of all are morefully and particularly mentioned and described in **SECOND SCHEDULE** hereunder written.

10. **DEVELOPER'S ALLOCATION** shall mean and include (i) 50% area of the Ground Floor as per sanctioned plan building plan to be obtained from the K.M.C.; and (ii) the entire Southern Side of the First Floor; and (iii) the entire Second Floor; and (iv) the entire Northern Side of the Fourth Floor; and the residual area in the said proposed G+4 storied residential building as per the sanction plan after providing for the common parts and portions together with undivided proportionate share in the land comprised in the said Premises together with undivided proportionate share in the common parts and facilities details of all are more fully and particularly mentioned and particularly mentioned and described in **THIRD SCHEDULE** hereunder written.
11. **COMMON EXPENSES** shall mean and include expenses for repairing, maintenance upkeep, save, protect of common areas common facilities utilities, amenities upon completion of construction of a residential cum commercial building described in **FOURTH SCHEDULE** hereunder written.
12. **COMMON RESPONSIBILITY** upon completion of construction of a residential cum commercial building, and making over the allocation of the respective portion thereof to the Owners and Developer respectively and mutation of the name of the Owners and Developer or its respective nominated persons in respect of its portions, in the Assessment Role of Kolkata Municipal Corporation the Owners and the Developer or its nominated persons shall be liable and / or responsible for payment of their respective share in all such ground rent, property taxes, Municipal rates and other taxes and outgoings, expenses in respect of their allocated portion of the said building, described in **FIFTH SCHEDULE** hereunder written

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Director

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Sanjeeb Mitra

13. **FORCE MAJEURE** shall mean and include the circumstances beyond the control of the Developer such as fire, explosion, earthquake, lightning, or any unforeseen weather condition, lockout, strike, go-slow, riots, civil disturbances, insurgency, enemy action war declared or undeclared, temporary or permanent interruption in the supply of utilities serving the project in connection with the work, injunction or orders of any government/civic bodies/Kolkata Municipal Corporation or any other authorities or any act of negligence and/or omissions and/or commissions and/or misrepresentation by the **OWNERS**.
14. **NOTICE** shall mean and include all notices to be served on the 7th day of the date of the same has been delivered for dispatch to the Postal authority by registered post with acknowledgement due at the last known address of the parties hereto.
15. **SPECIFICATIONS** shall mean the specification of material to be used for constructing the said building, more fully described in the schedule hereunder written.
16. **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 multistoried buildings to purchases thereof and will include the meaning of the said terms as defined in the Income Tax Act 1961 and the Transfer of Property Act. In the interpretation of this Agreement unless the context otherwise requires
17. A reference to a statutory provision includes a reference to any modification consolidation or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
18. Words denoting one gender include all other genders.
19. Words denoting singular include the plural and vice versa. Words denoting persons include firms and corporations and vice versa and also include their

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Mr. Mitra
Sanjay Mitra

respective heirs personal representatives successors in title or permitted assigns as the case may be. Where a word or phrase is defined, other parts of speech and grammatical form of that word or phrase shall have the corresponding meanings.

20. Any reference to an Article, Appendix, Clause, Sub-Clause, paragraph, sub-paragraph, Schedule or Recital is a reference to an article, appendix, clause, sub-clause, paragraph, sub-paragraph, schedule or recital of this Agreement.
21. Any reference to this agreement or any of the provisions thereof includes all amendments, and modifications made to this agreement from time to time in force, which shall be made in consultation and upon mutual agreement of the parties herein in writing and such changes in the terms, clauses and covenants shall be made in writing and will form part and parcel of the original agreement.
22. Any reference to any agreement, instrument or other document (a) shall include all appendices, exhibits and schedules thereto and (b) shall be a reference to such agreement, instrument or other document as amended, supplemented, modified, suspended, restated or negated from time to time.
23. If any period is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day. If any time limit pursuant to the provisions of this agreement falls on a day that is not a business day (i.e. A day on which licensed banks are not open for business) then that time limit is deemed to only expire on the next business day. The schedules shall have effect and be construed as an integral part of this agreement.
24. The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.

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Sra Mitra
Sanjiv Ratra

25. Any reference to writing shall include printing, typing, lithography and other means of reproducing words in visible form.
26. The terms "hereof", "hereby", "hereto", "hereunder" and similar terms shall refer to this Agreement as a whole, and
27. The terms "including" shall mean "including without limitation".

ARTICLE – II – EXPLORTATION RIGHT

1. After execution of this Agreement the Owners herein shall execute a Registered General Power of Attorney in favour of the DEVELOPER herein, for proper implementation of this Agreement and on the strength of such Power of Attorney the DEVELOPER shall prepare a Building Plan through its appointed Architect / L.B.S. and file the same before the Kolkata Municipal Corporation for getting sanction thereof after obtaining proper signature of Owners herein.
2. That on execution of this agreement the Owners shall deliver peaceful vacant Khas possession of the First Schedule property to the Developer and shall grant exclusive right to the Developer to make such construction in pursuance of such building plan at Developer's own costs and responsibilities.
3. That during construction of such building, the Developer herein shall abide by all the laws, by-laws rules, regulations of the Govt. Semi-Govt. Local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and breach of any of thee said laws, rule, bye-laws, and regulations.
4. That the Developer herein shall complete the construction of the said building within 24 months from the date of getting delivery of vacant Khas possession and/ or starting of construction work upon the Schedule property. The said period may be extended further in case of any natural

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calamity such as heavy rain flood, earthquake, shortage or raw material in open market, riot and other unavoidable circumstances which are beyond control of human Beings.

ARTICLE – III – HOLDING ORGANISATION

Upon completion of construction of the proposed building and formation of holding organization of Association of the Owners of the existing flat of the said building the management and maintenance of the building shall be vested upon such holding organization or association to be formed by such flat Owners of the building. Until such holding organization or association is formed, the building shall be managed and maintained by the land Owners and the Developers jointly as per super built up area occupied by them respectively and the costs of maintenance and other expenses relation thereto shall be payable by them as per the ration as mentioned hereinabove.

ARTICLE – IV – REPRESENTATIONS & WARRANTIES

1. At or before the execution of this agreement the Owners have assured and represented to the Developer as follows which has been relied upon fully by the Developer and the Developer has entered into this agreement upon the representations made by the Owners:
 - a) The Owners are seized and possessed of or otherwise well and sufficiently entitled to the said Premises as the absolute Owners with a marketable title in respect thereof.
 - b) The Owners undertakes to settle with the existing tenants and arrange to vacant the same, on or before start of the construction work and all liabilities of the tenant shall be borne by the Owners at their own risk, cost and responsibilities.
 - c) The said premises is free of all encumbrances liens, lispensens, attachments, trusts, mortgages whatsoever and/or howsoever.

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Srujit Mishra
Sanjib Mishra

- d) The Owners undertakes to settle all legal disputes if any and also obtain all necessary court orders as required for clearance of the aforesaid property.
- e) The said premises is not subject to any notice of attachment under the Income Tax Act or under Public Demands Recovery Act or under any other Act or Statute or Rules and Regulations;
- f) No Notice of Acquisition and/or Requisition affects the said Premises nor is there any bar legal or otherwise to develop the said Premises.
- g) There is no road alignment and/or acquisition and/or attachment proceedings pending in respect of the said Premises or any part thereof.
- h) The freehold interest and/or Ownership interest of the Owners in the said Premises as on date does not stand mortgaged or encumbered or agreed to be mortgaged by the Owners by way of security or additional security and/or otherwise in favour of any other Bank, Financial institution or any person, firm, company or government undertaking or anybody else whomsoever to secure repayment of any loan taken or to be taken by the Owners for any purpose whatsoever or howsoever and that all the original deeds are in the custody and/or possession of the Owners themselves;
- i) The Owners have not entered into any agreement for sale and/or transfer in respect of the said premises nor have entered into any agreement for development in respect of the said Premises or any part thereof;
- j) All municipal rates taxes and outgoing payable in respect of the said premises upto the date of execution of these presents have been duly paid and discharged by the Owners and in respect of any outstanding rates taxes and outgoing the Owners shall keep the Developer indemnified against all actions suits proceedings and costs charges and expenses in respect of the said premises upto the date of execution of these present.

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Director

Isa Mitra
Sanjeev Kumar

- k) Save and except the said occupants there is no other tenant and/or occupant and/or trespasser in any part and/or portion of the said Premises.
- l) The Owners do not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- m) The Owners are competent enough to enter into this agreement and to carry out their obligations, as amended herein;
- n) The recitals to the title and other facts relating to and in respect of the said Premises herein mentioned are true and factual and the Owners have not suppressed and/or obscured anything relating to and in respect of the said Premises to the Developer and as mentioned herein.
- o) The Owners are made fresh Mutation of their name in the Record of K.M.C. after obtaining the necessary clearance.

ARTICLE – IV – PERMISSION TO CONSTRUCT

That in pursuance of the said agreement and subject to the mutual obligations as are hereinafter stated between the parties hereto the Owners do hereby collectively and severally irrevocably appoint the Developer as the exclusive Developer/Promoter for undertaking the Development of the said Premises.

ARTICLE – VI – PLANS & OTHERS

1. The Developer shall at its own costs cause a map or plan to be sanctioned by the Kolkata Municipal Corporation for the purpose of construction, erection and/or completion of the said New Building on the said Premises howsoever the Developer shall be entitled to modify, change and/or alter the same and/or cause the same to be modified or altered at its own costs if so desired by the Kolkata Municipal Corporation or any other statutory body in the interest of the project.

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Anil Samant
Director

Ira Mitra
Sayali Kulkarni

2. The Owners shall sign all maps and/or plans and/or specifications and other declarations and applications as may be necessary for sanction of the plan by the Kolkata Municipal Corporation and the said plan shall also include amendment or alteration or modification which may be made therein from time to time.
3. The Developer acting on behalf of and as such the Attorney of the Owners shall from time to time submit all further plans and/or applications and other documents and papers on the advice of the Architect and do all further acts, deeds, things as may be required or otherwise relevant for the purpose, and/or otherwise to obtain all such clearance, sanctions, permission and/or authorities as shall be necessary for the construction of the building on the said Premises expeditiously and without delay.
4. The Developer shall submit in the name of the Owners all application, plan and other papers and documents referred to hereinabove. All fees and other expenses incurred and /or to be incurred relating to preparation of the plans by the Architect, sanction fee to be charged by the Kolkata Municipal Corporation and supervision fees in the course of construction of the building by the Architect shall be borne and paid by the Developer. All other costs and charges and expenses related to construction of the building shall also be borne and paid by the Developer exclusively and the Owners shall not be required to contribute any amount in this regard.
5. The said New Building will be constructed erected and completed in accordance with the specification detailed out in **SCHEDULE** hereunder written **HOWEVER** in the event the Developer deciding to change the specifications the Developer shall be entitled to do so but in the event of such change, the value of such replacement or substitution will not be of lesser value as what have been detailed out hereunder. Provided further that the developer shall be permitted to make and/or effect such a deviation and/or change upon getting permission in writing from the owners herein.
6. The Owners shall be liable to and agrees to pay all charges for providing any additional work in or relating to the Owners Allocation at the request of

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Avin Sankar
Director

Sanjay Dubra

the Owners and for providing any additional facility or utility for the Owners' Allocation.

ARTICLE – VII – COST OF CONSTRUCTION/ COMPLETION

The entire cost of construction of the said New Building of whatsoever nature shall be borne by the Developer. Such cost shall include the cost of all services, amenities fittings, fixtures, all overheads regarding construction, price rise in the cost of materials used for construction, fee payable to the Architect and Engineers for the purpose of obtaining all permissions, approvals, sanctions, modifications, supervision etc.

ARTICLE – VIII – SPACE ALLOCATION AND PAYMENTS

1. The Owners Allocation is detailed out in **SECOND SCHEDULE** hereunder written and the Developer's Allocation is detailed out in **THIRD SCHEDULE** hereunder written.
2. Both the Owners and the Developer shall be entitled to deal with, sell, transfer, grant leases and/or in any way dispose of their respective allocations and to receive realize and collect all sale proceeds, rents, issues and profits arising there from and for which no further consent of the other party shall be required.

ARTICLE – IX – DELIVERY OF POSSESSION

1. On execution of this Agreement Owners shall provide Owners allocation of the said premises to the Developer.
2. That within 15 days from the date of sanction plan by the Kolkata Municipal Corporation the Owners shall completely vacate the said premises and handover the vacant possession to the Developer.

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Ani Sankar
Director

Srua Mitra

Sanjayal Mitra

3. The Owners Allocation will not be considered complete unless the Developer has given notice to this effect to the Kolkata Municipal Corporation that the building is complete (hereinafter referred to as the completion date) and then the said building shall be deemed to be complete in all regards and it would also be obligatory on the part of the Developer to obtain the completion certificate from the Kolkata Municipal Corporation prior to delivery of the Owners allocation.
4. The Developer hereby agrees to complete the construction of the building within 24 months from the date of receipt of vacant and khas possession of the entirety of the said premises (hereinafter referred to as the said **SCHEDULE DATE OF COMPLETION**) the Developer shall not incur any liability for any delay in the delivery of the possession by reasons of genuine **FORCE MAJEURE**. In any of the events of the **FORCE MAJEURE**, the Developer shall be entitled to corresponding extension of time for delivery of the said Owners' Allocation.
5. The Developer agrees not to deliver or permit to be delivered the Developer's Allocation until such time the notice in writing to take the possession of the Owners' Allocation or any part thereof is delivered and/or caused to be delivered upon completion of the same aforesaid. However it shall not deter the Developer from making delivery of possession of the Developer's Allocation to its prospective buyers if the Owners fails and/or neglects take possession of the Owners' Allocation within 15 days from the date of issue of notice (hereinafter referred to as the said **DATE OF POSSESSION**).
6. Immediately after the completion of the new building and delivery of the possession of the Owners' Allocation that shall remain after the Owners shall execute and/or cause to execute the deeds of Conveyance or deeds of Conveyances in respect of the undivided share or interest in the land in such part or parts as shall be required by the Developer in favour of the

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Avin Sankar
Director

Shra Nitroa
Sanjeev Duba

Developer or its prospective buyers as nominated by the Developer in respect of the Developer's Allocation, at the cost of the Developer or its nominee/s.

7. The Owners shall sign and execute the deed of conveyance or conveyances in favour of the nominee or nominees of the Developer at the cost of the nominee/s of the Developer.

ARTICLE – X – ARCHITECTS ENGINEERS ETC.

For the purpose of development of the said premises the Developer alone shall be responsible to appoint Architect for the said New Building and the certificate given by the Architect regarding the materials for the purpose of construction erection and completion of the new building and also specification for the purpose of construction and/or workmanship and completion of the said New Building shall be final conclusive and binding on the parties.

The decision of the Architect regarding the measurements, quality of the materials and also the specification for the purpose of construction will be final conclusive and binding on the parties.

ARTICLE – XI – INDEMNITY

1. The Owners shall solely be responsible for due discharge of any liability occurring due to any act of omission and/or commission on the part of the Owners and shall always keep the Developer indemnified against all actions suits proceedings, damages losses which may occur or take place because of any act deed matter or thing concerning the title of the said Premises, which has taken place before entering into this agreement herein.
2. The Developer shall be fully responsible for any deviation or unauthorized construction or accident or mishap while making any construction and in no

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Director

Sra Mitra
Sanjay Kumar

event the Owners shall incur any liability in respect thereof. The Developer shall indemnify and keep indemnified the Owners against all losses liabilities costs or claims actions or proceedings thus arising.

3. The Owners will not be liable to pay any K.M.C. tax in respect of the Developer's Allocation and likewise the Developer will not be liable to pay any K.M.C. Tax in respect of the Owners' Allocation.
4. The Owners doth hereby as and by way of negative covenants undertake to the Developer:
 - a. Not to enter into any agreement for sale, lease, development or otherwise create any third party interest in the said Premises, save and except the said Owners' Allocation or any part thereof, without the consent in writing of the Developer.
 - b. Not to induct any person as a tenant or otherwise into or upon the said Premises.
5. That the developer shall not do any act which is detrimental to the rights and interest of the owners herein and the owner shall under no circumstances be at liberty to nominate and/or transfer this agreement in favour of another without the prior written permission of the owners herein.

Immediately after signing this Agreement the Owners shall handover the Owners occupant area of the below First Schedule Property in favour of the Developer.

ARTICLE – XII – TAXES MAINTENANCE ETC.

1. The Developer and the Owners shall pay of all rates and taxes on and from the date of receipt of vacant possession of the said Premises in ration of their subsequent allocation. After sanction of plan by the Kolkata Municipal Corporation and prior to that the Owners shall be responsible for due discharge of all rates, taxes and outing in respect of the said Premises.

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Gea Mitra
Sanjib Mukherjee

2. The respective parties shall be liable to pay and bear all taxes rates and other services and other outgoing payable in respect of their respective Allocations from the said Date of Possession the Owners shall be deemed to have taken possession of the Owners' Allocation for the purpose of making payment of the rates and taxes and common expenses and maintenance charges whether actual physical possession of the Owners' Allocation is taken or not by the Owners.
3. The Owners and the Developer shall from the Date of Possession of the Owners' Allocation maintain their respective portions at their own costs in a good and tenable repair and shall not do or suffer to be done anything in or to the said Premises and/or common areas and passages of the said building which may be against law or which will cause obstruction or interference to the user of such common area.
4. After the said building is completed and the Owners' Allocation is delivered the Developer and the Owners shall from an association of the Owners/occupiers of the various flats in the said building with such rules and regulations as the Developer shall think fit and proper and the Owners and the Developer or its nominee/s shall be liable and agrees to make payment of the proportionate share of the maintenance charges payable in respect thereof of their respective areas.
5. Until such time Association is formed the Developer shall continue to remain responsible for the maintenance and rendition of the common services subject however to the Owners making payment of the proportionate share of the maintenance charges and all other outgoing payable in respect thereof and unless the said maintenance charges are paid by the Owners, the Owners shall not be entitled and hereby agrees not to avail of any of the services.

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Avin Sankar
Director

Sra Mishra

Sanjiv Mehta

6. The Owners shall be liable to pay charges for electricity in or relating to the Owners Allocation wholly and proportionately relating to common parts.

ARTICLE – XIII – OBLIGATION OF THE OWNERS

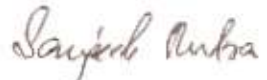
1. The Owners shall grant a Power of Attorney in favour of the Developer or its nominee to enable to proceed with the obtaining of license and sanction of plans sanctions in respects of the building to be constructed on the said Premises and authorizing the Developer to represent the Owners before the Kolkata Municipal Corporation, CMDA, CESC Ltd. and other statutory authorities. The said Power of Attorney shall continue to be in force so long as this Agreement subsists and till the completion of the project.
2. The Owners shall sign and execute necessary application papers documents and do all acts deeds and things as may be required in order to legally and effectively vest in the Developer or its nominee title to the Developer's Allocation in the said Premises and for completing the construction of the building.
3. The Owners shall grant a registered General Power of Attorney in favour of the said **SANKAT MOCHAK VYAPAAR PVT. LTD.** and/or its nominee or nominees, so as to enable it to severally sign execute and register all deeds of conveyances in respect of the Developer's Allocation in favour of the Developer or its nominee/s in such part or parts as the Developer may at its absolute discretion think fit and proper.

ARTICLE – XIV – OBLIGATION OF THE DEVELOPER

1. The Developer have no objection if the Owners remove the existing building and sold out the debris of the existing building at their own risk and responsibility and enjoy the entire sale amount of the debris.

SANKATMOCHAK VYAPAAR PVT. LTD.

Director

Gra Nidhra


2. The Developer agrees to pay all necessary expenditures in respect of the amalgamation of the aforesaid property from their own fund.
3. Notwithstanding anything contained in this agreement, it is hereby agreed that the Developer herein shall provide for the temporary accommodation of the Owners in a 3 bedroom flat, in and around the vicinity of the proposed construction herein during the whole period of construction work of the new proposed building till the new complete flats are handed over at his own cost, risk and responsibility and also shifting of all the belongings from the existing building to the temporary accommodation and from temporary accommodation to new proposed building at the developers cost and expenses.

ARTICLE – XV – MUTUAL OBLIGATION

1. The Owners and the Developer hereby agrees and covenants with each other not to violate or contravene any of the provisions of Rules applicable for construction of the said building or buildings at the said Premises.
2. The Owners and the Developer hereby agrees and covenants with each other not to do any act deed or thing whereby both of them are prevented from enjoying, selling, assigning and/or disposing of any of their respective in the said New Building at the said Premises.
3. The Owners and the Developer hereby agreed and covenants with each other to join and confirm all documents of transfer relating to sale of each other's allocation in the said New Building at the said Premises.
4. The Developer hereby agrees and covenants with the Owners not to transfer and/or assign the benefits of this agreement or any portion thereof.

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Avin Sankar
Director

Sra Mitra

Sanjay Mitra

5. The Developer will put up its Board and / or make any Advertisement in the said premises after the signing of the Agreement.

ARTICLE – XVI – Arbitration

In the event any disputes and/or differences arise herein in respect of this instant agreement then the same shall be resolved in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (including amendments thereof) and the dispute shall be resolved by a sole arbitrator who will be appointed by the parties herein failing which the sole arbitrator shall be appointed in terms of the Arbitration and Conciliation Act, 1996 (including amendments thereof).

That it is hereby agreed to between the parties herein that the seat and place of Arbitration shall be at Alipore, South 24 Parganas, West Bengal.

ARTICLE – XVII – NON-SEVERANCE CLAUSE

It is specifically agreed to here between the parties herein that if the terms, clauses, and covenants of this agreement are repugnant to any existing and applicable law of the land and/or rules thereto, then the same shall not render this instant agreement invalid and the rest of this agreement shall continue to survive and the parties herein shall abide by the same.

THE FIRST SCHEDULE ABOVE REFERRED TOPREMISES

ALL THAT piece and parcel of land measuring 4 (four) cottahs 7 (seven) chittaks 14 (fourteen) sq. ft., be the same a little more or less, together with a two storied building, measuring an area of 2552 sq. ft., be the same a little more or less, lying and situated at Premises No. 180, Brahma Samaj Road, P.S. previously Behala at present Parnasree, Kolkata – 700034, and having its mailing address at 103A, Brahma Samaj Road, P.S. previously Behala at present Parnasree,

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Director

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Sanjeeb Kumar

Kolkata – 700034, District South 24 Parganas, formally being part of C.S. No. 6496 and R.S. Plot No. 7277, under Khatian No. 1149, having raiyatisthitiban rights of MouzaBehala, J.L. No. 2, R.S. No. 83, ParganasBalia, Touzi No. 346, within the South Suburban Municipality, now within the limits of Ward No. 130 of the Kolkata Municipal Corporation, and is butted and bounded in the manner as follows:-

On the North :- BrahmoSamaj Road;
 On the South :- Land of NaliniRanjanChakraborty;
 On the East :- 8' feet wide KMC Road;
 On the West :- Municipal drain and 16' feet wide KMC Road.

Road Zone :- Rishi Bankim Road to Rest.

THE SECOND SCHEDULE ABOVE REFERRED TO
OWNER'S ALLOCATION

ALL THAT the (i) the Owners shall jointly get 50% area of the Ground Floor as per sanctioned plan building plan to be obtained from the K.M.C.; and (ii) the entire Northern Side of the First Floor; and (iii) the entire Southern Side of the Fourth Floor; and (iv) the entire Third Floor; together with undivided proportionate share in the land comprised in the said Premises along with undivided impartible proportionate share or interest in the land of the said premises with all common facilities and amenities, benefits and privileges in the common parts and services area of the said G+4 storied building.

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Avin Samkar

Director

Sra Mitra

Sanjib Kumar

THE THIRD SCHEDULE ABOVE REFERRED TO
DEVELOPER'S ALLOCATION

ALL THAT the (i) 50% area of the Ground Floor as per sanctioned plan building plan to be obtained from the K.M.C.; and (ii) the entire Southern Side of the First Floor; and (iii) the entire Second Floor; and (iv) the entire Northern Side of the Fourth Floor; and the residual area in the said proposed G+4 storied residential building as per the sanction plan after providing for the common parts and portions along with undivided proportionate share of land to be constructed in or upon the Premises of the First Schedule Property, with all common facilities, common portions, civic amenities and common roof right with all facilities to be provided in the said premises and building, the particular of such premises more fully described in the First Schedule herein above referred to.

THE FOURTH SCHEDULE ABOVE REFERRED TO
COMMON FACILITIES

Corridors, stair ways, passage ways, shafts, drive-ways septic tank, pump room, underground and overhead water reservoir roof and other space/facilities whatsoever required for the establishment, location enjoyment, provisions and/or management of the Building.

THE FIFTH SCHEDULE ABOVE REFERRED TO
COMMON EXPENSES

1. Expenses for repairing, maintenance, upkeep, save, protect or common areas, common facilities, utilities, amenities of the Building.
2. Expenses for Electrician, masons, carpenter etc. for maintenance of the premises.
3. All costs of maintenance operating, replacing, repairing white washing, painting, decorating, re-decorating, re-building, reconstruction, lighting of

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Ani Sankar

Director

Ira Nitra

Ganesh Nitra

- the common portion and the common areas of the aid building including the out walls and up keeping of the said building at the said premises.
4. The salary of all persons employed, if any for the common purpose including durwans, security, personal sweepers, plumbers, electricians etc., for the purpose of the maintenance of the common portions.
 5. Insurance Premium for insuring the said Building.
 6. Municipal tax, Building tax if any, water tax and other levies in respect of the said building, save and except those the separately assessed on the Purchaser.
 7. Cost of running maintenance, repairs and replacement of transformers, electric motor pump, water pump and other common installations including their license fee, taxes and other levies, if any.
 8. Electricity charges for the electricity consumed for the operation of the common services.
 9. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the Common portions.
 10. All expenses of common service.
 11. Such other expenses as are necessary for or incidental to the said maintenance and upkeep of the premises and or the common areas, facilities and amenities.

SPECIFICATION OF CONSTRUCTION WORK

Type of construction	: R.C.C. Framed Structure as per Sanction.
Construction of wall	: 8" thick Masonary outside Walls.
Partition wall	: 3" OR 5" Partition walls as per requirement.
Finishing	: Cement Plaster in inside & Outside of the building, inside walls will be finished with plaster or Paris.
Floor	: The floor of the entire building, lobby, stair case, landing, will be finished with good quality Marble.
Staircase	: Stair Case with designer M.S. Balustrades and handle of wood.

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Ain Samkar

Director

Smta Nisha

Sanjiv Kulkarni

Doors	: Wooden 4" x 2" frame and hot pressed solid core flush door. All Doors will be painted with primer and all doors will have suitable handled and aluminum latches, bolts for locking the main door of each flat and will also be fitted with tight latch.
Lift	: Standard Lift with Laser Elevation, lift face tiles panel.
Windows	: All windows would be of Aluminum sliding window with grill fitted with plane frosted glass.
Toilets :	Glazed tiles, dado up to 6'6" height concealed cold water supply line fringier point, European style W.C. elegant C.P. fittings with ISI Mark with fully Marble floor.
Sanitary installation	: Soil Pipe.
Water supply	: Oriplast Pipe will be used Semi underground water reservoir and overhead water tank till be installed as per K.M.C. Rules & Supply for Municipal Line will be provided Water Pump with one H.P. Electric Motor, Deep-Tube well will be installed.
Electricals	: ISI Marked copper wiring in concealed conditions and sufficient light, fan, plug and telephone points to be provided with modular/GM switches.
Kitchen:	Granite top and ceramic tiles 2" ft. above working platform with stainless steel sink and marble only.

Attn:
SANKATMOCHAK VYAPAAR PVT. LTD.

Ain Sankar
Director

Goa Nitroa

Saigobh Kulkar

IN WITNESS WHEREOF the parties hereto have hereunto and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the **OWNERS** at Kolkata

in the presence of:

1) Adwitiya Sankar
27, Kavi Bhabarati Sanyal,
Kolkata - 700 029.

9ra Mitra

Sanjeev Mitra

Signature of the **OWNERS**

2) Probir Kumar
88, Raja Basanta Ray Road
Kef. 29

SANKATMOCHAK VYAPAR PVT. LTD.

Ain Sankar

Director

Signature of the **DEVELOPER**

Prepared & Drafted at my office as per the photocopy of the documents supplied by the parties and believing upon the documents and as per the instruction of the parties:-

Kusal Bhattacharjee

Kusal Bhattacharjee

Advocate

Bhattacharjee & Associates
Advocates & Solicitors
159/1A, Rashbehari Avenue,
Kolkata - 700029.
Ph. No. 9831442436
Enrl. No. F/534/2014.

Thumb 1st finger Middle Finger Ring Finger Small Finger



left hand					
right hand					

Asis Sarkar

Name ASIS SARKAR
Signature Asis Sarkar

Thumb 1st finger Middle Finger Ring Finger Small Finger



left hand					
right hand					

Ira Mitra

Name IRA MITRA
Signature Ira Mitra

Thumb 1st finger Middle Finger Ring Finger Small Finger



left hand					
right hand					

Sanjeeb Mitra

Name SANJEEB KUMAR MITRA
Signature Sanjeeb Mitra

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name
Signature



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



230720232013885845

GRIPS Payment Detail

GRIPS Payment ID:	230720232013885845	Payment Init. Date:	23/07/2023 09:59:12
Total Amount:	10041	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	0981490628139	BRN Date:	23/07/2023 09:59:39
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Ms BHATTACHARJEE AND ASSOCIATES
Mobile: 9831442436

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240138858468	Directorate of Registration & Stamp Revenue	10041
Total			10041

IN WORDS: TEN THOUSAND FORTY ONE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.

PAYED



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



192023240138858468

GRN Details

GRN:	192023240138858468	Payment Mode:	SBI Epay
GRN Date:	23/07/2023 09:59:12	Bank/Gateway:	SBlePay Payment Gateway
BRN :	0981490628139	BRN Date:	23/07/2023 09:59:39
Gateway Ref ID:	CHN2092892	Method:	State Bank of India NB
GRIPS Payment ID:	230720232013885845	Payment Init. Date:	23/07/2023 09:59:12
Payment Status:	Successful	Payment Ref. No:	2001829242/2/2023

[Query No * Query Year]

Depositor Details

Depositor's Name:	Ms BHATTACHARJEE AND ASSOCIATES
Address:	159/1A, R. B. AVENUE, KOLKATA 700029
Mobile:	9831442436
E Mail:	bhattacharjeeandassociates@gmail.com
Period From (dd/mm/yyyy):	23/07/2023
Period To (dd/mm/yyyy):	23/07/2023
Payment Ref ID:	2001829242/2/2023
Dept Ref ID/DRN:	2001829242/2/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001829242/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	10020
2	2001829242/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	10041

IN WORDS: TEN THOUSAND FORTY ONE ONLY.

PAID

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2023, Page from 359668 to 359705

being No 160210519 for the year 2023.



Digitally signed by Suman Basu
Date: 2023.07.31 11:21:51 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 2023/07/31 11:21:51 AM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I I SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)