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

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

22 JUN 2022

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made on this

the 21st day of June, 2022 (Two Thousand Twenty-Two) **BETWEEN;**

25934

20 JUN 2022

No.....Rs.-100/- Date.....

Name: Anati Chatterjee

Address: 8/1A S.G.D. Saxani, Kol-025

Vendor:.....

Alipur Collectorate, 24 Pgs. (S)
SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol-27

SUN CONSTRUCTION.

J.K. Partner



7430

SUN CONSTRUCTION

J.K. Partner

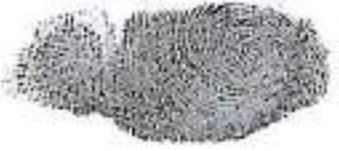
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7431

Anati Chatterjee



7432

Pritha Saha
S/O Late R.M. Saha
Alipore Police Court
Ka-27.

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SMT. ARATI CHATTERJEE, having PAN : APPPC8691B, Aadhaar No.4048 1107 1997, wife of Late Debabrata Chatterjee, by creed : Hindu, Indian by National, by occupation : House-Wife, at present residing at 8/1A, Sakharam Ganesh Dauskar Sarani, Post Office : Bhowanipore, Police Station : Bhowanipore, Kolkata : 700025, hereinafter called and referred to as "the **OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, successors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

SUN CONSTRUCTION, having PAN No.ABNFS3040A, a Partnership Firm, having its Registered Office at 21/4, Aswini Dutta Road, 2nd Floor, Post Office : Deshpriyo Park, Police Station : Lake P.S., Kolkata : 700029, represented by its designated Partner namely, **SRI JAY S. KAMDAR**, having PAN : AKWPK2270L, Aadhaar No.7074 3050 7318, son of Late Sharad. H. Kamdar, by creed : Hindu, Indian by National, by occupation : Business, residing at 38A/26, Jyotish Roy Road, Post Office : New Alipore, Police Station : Behala, Kolkata : 700053, hereinafter called and referred to as "the **DEVELOPER**"



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(which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office and assigns) of the **OTHER PART**.

WHEREAS originally one Rabindra Nath Mukherjee was the Owner of the Municipal Premises Nos.8/1A & 8/1B, Townshend Road at present Sakharam Ganesh Dauskar Sarani, Police Station : Bhowanipore, Kolkata : 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72, which is a 2 (Two) storied Building constructed upon the total land measuring about 5 (Five) Cottahs 10 (Ten) Chittacks more or less consisting of 4 (Four) numbers of self contained Flats intervened by one common partition wall.

AND WHEREAS while absolutely seized and possessed the aforesaid two premises as Owner thereof, said the said Rabindra Nath Mukherjee gifted away a self contained Flat on the Ground Floor together with undivided proportionate $\frac{1}{2}$ share of the land & roof of the said 2 (Two) storied Building at Municipal Premises No.8/1A, Townshend Road at present Sakharam Ganesh Dauskar Sarani, Police Station : Bhowanipore, Kolkata : 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72 unto and in favour of his daughter Smt. Arati



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Chatterjee by virtue of a registered Deed of Gift absolutely and forever. The aforesaid Deed of Gift was duly registered on 17th January, 1991 in the Office of the District Sub-Registrar at Alipore and recorded in Book No.I, Volume No.358, Pages 274 to 282, Being No.644 for the year 1991.

AND WHEREAS after such gift, the said Rabindra Nath Mukherjee owned and possessed entire Municipal Premises No.8/1B, Townshend Road at present Sakharam Ganesh Dauskar Sarani and a self contained Flat on the First Floor of Municipal Premises No.8/1A, Townshend Road at present Sakharam Ganesh Dauskar Sarani.

AND WHEREAS while seized and possessed of the aforesaid two premises as Owner thereof, said Rabindra Nath Mukherjee published his last Will & Testament on 8th July, 2008, wherein he bequeathed his aforesaid entire Municipal Premises No.8/1B, Townshend Road at present Sakharam Ganesh Dauskar Sarani and a self contained Flat on the First Floor of Municipal Premises No.8/1A, Townshend Road at present Sakharam Ganesh Dauskar Sarani unto and in favour of his two sons viz. Pranab Kumar Mukherjee, Prabir Kumar Mukherjee and the



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husband and daughter of his predeceased daughter Pranati Banerjee viz. Nilangshu Banerjee and Smt. Subhamita Mukherjee subject to life interest of his wife viz. Durga Rani Mukherjee.

AND WHEREAS after passage of time said Rabindra Nath Mukherjee died on 21st March, 2010 and his wife Smt. Durga Rani Mukherjee died also died on 2nd March, 2012.

AND WHEREAS the aforesaid Will has been duly probated vide Order No.10 dated 19th February, 2013 in Act XXXIX Case No.373 of 2010(P) by the Learned District Delegate at Alipore.

AND WHEREAS in terms of the said Will, the Executor has been discharged of his obligations and handed over possession of the respective Beneficiaries of their full satisfaction and accordingly the Learned District Delegate Court at Alipore vide its Order No.13 dated 26th August, 2013 discharged the Executor.

AND WHEREAS in terms of the said Will, said Pranab Kumar Mukherjee, has been allotted **ALL THAT** a self contained Flat on the First Floor together with undivided proportionate ½ share of



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the land & roof of the said 2 (Two) storied Building at Municipal Premises No.8/1B, Townshend Road at present Sakharam Ganesh Dauskar Sarani, Police Station : Bhowanipore, Kolkata : 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72.

AND WHEREAS in terms of the said Will, said Prabir Kumar Mukherjee, has been allotted **ALL THAT** a self contained Flat on the Ground Floor together with undivided proportionate $\frac{1}{2}$ share of the land & roof of the said 2 (Two) storied Building at Municipal Premises No.8/1B, Townshend Road at present Sakharam Ganesh Dauskar Sarani, Police Station : Bhowanipore, Kolkata : 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72.

AND WHEREAS in terms of the said Will, said Nilangshu Banerjee and Smt. Subhamita Mukherjee jointly have been allotted **ALL THAT** a self contained Flat on the First Floor together with undivided proportionate $\frac{1}{2}$ share of the land & roof of the said 2 (Two) storied Building at Municipal Premises No.8/1A, Townshend Road at present Sakharam Ganesh Dauskar Sarani, Police Station : Bhowanipore, Kolkata :



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700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72.

AND WHEREAS in the manner stated above, said Pranab Kumar Mukherjee, Prabir Kumar Mukherjee, Smt. Arati Chatterjee, Nilangshu Banerjee and Smt. Subhamita Mukherjee became the Owner of their respective portions at being Municipal Premises Nos.8/1A & 8/1B, Townshend Road at present Sakharam Ganesh Dauskar Sarani, Police Station : Bhowanipore, Kolkata : 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72 and duly mutated their names with the Office of the Kolkata Municipal Corporation in respect of their respective portions and used to pay the necessary taxes to the said Authority.

AND WHEREAS thereafter said Pranab Kumar Mukherjee, Prabir Kumar Mukherjee, Smt. Arati Chatterjee, Nilangshu Banerjee and Smt. Subhamita Mukherjee duly amalgamated their respective portions in the aforesaid two premises by way of a registered Deed of Amalgamation, which was duly registered on 23rd June, 2021 in the Office of the Additional Registrar of Assurances - I at Kolkata and registered in Book No.I, Volume No.1901-2021, Pages from 213239 to 213284, Being No.190103638 for the year 2021.



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AND WHEREAS after such amalgamation, the aforesaid two premises merged with each other and came into one single property, which is at present known and numbered as Municipal Premises No.8/1A, Townshend Road at present Sakharam Ganesh Dauskar Sarani, Police Station : Bhowanipore, Kolkata : 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72, containing total land measuring about 5 (Five) Cottahs 10 (Ten) Chittacks more or less and same was duly mutated in the name of said Pranab Kumar Mukherjee, Prabir Kumar Mukherjee, Smt. Arati Chatterjee, Nilangshu Banerjee and Smt. Subhamita Mukherjee.

AND WHEREAS in the manner stated above, said Pranab Kumar Mukherjee, Prabir Kumar Mukherjee, Smt. Arati Chatterjee, Nilangshu Banerjee and Smt. Subhamita Mukherjee jointly have become the Owners of the aforesaid property i.e.

ALL THAT piece and parcel of land measuring an area of 5 (Five) Cottahs 10 (Ten) Chittacks be the same a little more or less together with 2 (Two) storied Building having built up area of 5800 (Five Thousand Eight Hundred) Square Feet more or less standing thereon, being known and numbered as Municipal Premises No.8/1A, Townshend Road at present 8/1A,



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Sakharam Ganesh Dauskar Sarani, Police Station . :
Bhowanipore, Kolkata : 700025, within the limits of the Kolkata
Municipal Corporation, under Ward No.72, bearing Assessee
No.11-072-33-0964-2, morefully described in the **FIRST**
SCHEDULE hereunder written and hereinafter referred to as
“the **SAID PREMISES/PROEPRTY**” and absolutely seized and
possessed the same as joint Owners thereof by paying taxes
thereto.

AND WHEREAS at this juncture, the Owner herein decided to
develop her share in the said property i.e. **ALL THAT** piece and
parcel of undivided 1/4th share of the land measuring about 5
(Five) Cottahs 10 (Ten) Chittacks more or less together with 2
(Two) storied Building having built up area of 5800 (Five
Thousand Eight Hundred) Square Feet more or less standing
thereon, being known and numbered as Municipal Premises
No.8/1A, Townshend Road at present 8/1A, Sakharam Ganesh
Dauskar Sarani, Police Station : Bhowanipore, Kolkata :
700025, within the limits of the Kolkata Municipal Corporation,
under Ward No.72, morefully described in the **SECOND**
SCHEDULE hereunder written and hereinafter referred to as
“the **SAID PORTION**”, through a prospective Developer to



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overcome her accommodation problems and hence enter into this Agreement with the Party hereto of the Other Part as per terms and conditions as set forth hereunder below for the proposed development work of the said property.

AND WHEREAS the Owner has declared and represented as under :-

1. The property of the Owner is absolutely free from all encumbrances, mortgages, attachments, lien and lispendences whatsoever and howsoever.
2. That the said portion does not attract the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 or any other enactment at present in vogue.
3. That the Owner is not defaulter in payment of tax or any other statutory liability leading to first charge or to attachment and/or sale of the said portion under Public Demands Recovery Act.
4. That the Owner has not heretofore entered into any Agreement for Sale of the said portion or any part thereof



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nor has she bounds herself by any such condition as would lead to a proceeding under Specific Relief Act in relation to the said portion or any part thereof.

5. That it has absolute right and indivisible title and absolute power and authority to deal her said portion and every part thereof in any manner she may prefer.

AND WHEREAS the entire Building, stands upon the said property is in a dilapidated condition not fit for habitation and not proper for reasonable safe and suitable accommodation of the present Owner including the other Owners of the said property with their respective family members.

AND WHEREAS the Owner is desirous to have her said portion developed for better utilization of the space available therein.

AND WHEREAS the Owner is not in a position to develop the said portion on her own having lack of knowledge in the matter of construction of Building.

AND WHEREAS the Owner were in search of a Developer who has sufficient funds and due experience and having necessary



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infrastructure and interest to promote and develop the said portion by constructing a proposed Building/s by investing necessary funds required for the purpose of construction and other incidentals thereof.

AND WHEREAS the Developer approached the Owner with the proposal that he would be able to construct a proposed Building/s upon the said portion as well as the said property consisting of several Flat/s, Shop/s and Car Parking Space/s as per Building Rules & Regulations of the Kolkata Municipal Corporation after obtaining necessary Plan sanctioned from the Kolkata Municipal Corporation with its own funds and resources.

AND WHEREAS to avoid ambiguity and future disputes as to the meaning of repeated use of some words, phrases and/or expression in these presents, the Parties hereto have agreed to define the said words, phrases and/or expressions as follows :-

ARTICLE : "I"

(DEFINITIONS)

1. **OWNER :-**

Shall mean **SMT. ARATI CHATTERJEE**, wife of Late Debabrata Chatterjee of 8/1A, Sakharam Ganesh



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Dauskar Sarani, Post Office : Bhowanipore, Police Station : Bhowanipore, Kolkata : 700025 and her heirs, executors, successors, administrators, legal representatives and assigns.

2. **DEVELOPER :-**

Shall mean **SUN CONSTRUCTION**, a Partnership Firm, having its Registered Office at 21/4, Aswini Dutta Road, 2nd Floor, Post Office : Deshpriyo Park, Police Station : Lake P.S., Kolkata : 700029, represented by its designated Partner namely, **SRI JAY S. KAMDAR**, son of Late Sharad. H. Kamdar of 38A/26, Jyotish Roy Road, Post Office : New Alipore, Police Station : Behala, Kolkata : 700053 and its successors-in-office and assigns.

3. **THE SAID PROPETY :-**

Shall mean **ALL THAT** piece and parcel of land measuring an area of 5 (Five) Cottahs 10 (Ten) Chittacks be the same a little more or less together with 2 (Two) storied Building having built up area of 5800 (Five Thousand Eight Hundred) Square Feet more or less standing thereon, being known and numbered as Municipal Premises



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No.8/1A, Townshend Road at present 8/1A, Sakharam Ganesh Dauskar Sarani, Police Station : Bhowanipore, Kolkata : 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72, morefully described in the **FIRST SCHEDULE** hereunder written.

4. **THE SAID PORTION :-**

Shall mean **ALL THAT** piece and parcel of undivided 1/4th share of the land measuring about 5 (Five) Cottahs 10 (Ten) Chittacks more or less together with 2 (Two) storied Building having built up area of 5800 (Five Thousand Eight Hundred) Square Feet more or less standing thereon, being known and numbered as Municipal Premises No.8/1A, Townshend Road at present 8/1A, Sakharam Ganesh Dauskar Sarani, Police Station : Bhowanipore, Kolkata : 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72, morefully described in the **SECOND SCHEDULE** hereunder written.

5. **BUILDING PLAN :-**

Shall mean and include all the drawings, specifications for construction, Maps or Plans as already sanctioned in



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the name of the Owner by the Kolkata Municipal Corporation and/or other relevant Authority for the purpose of development of the portion as well as the said property and construction of multistoried Building/s thereon consisting of several residential Flats and commercial space/s, Car Parking Space/s etc. on the said portion and/or modification thereof made or caused by the Developer in the name of the Owner herein along with the other Owners of the said property duly signed by the Owner or her duly authorized agents or Attorney and approved.

6. **ARCHITECT/L.B.S.** :-

Shall mean a qualified Architect/L.B.S. who will be appointed by the Developer for the purpose or preparation of Plan and for development of the said portion as well as the said property or any other Architects as may be appointed from time to time by the Developer and the Developer shall inform the Owner of such appointment.

7. **BUILDING** :-

Shall mean the proposed multistoried Building/s to be constructed on the said portion as well as the said



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property as per sanctioned Plan, drawings and specifications of constructions, morefully described in the **FIFTH SCHEDULE** hereunder written.

8. **OWNER'S ALLOCATION :-**

Shall mean that in this project the Owner shall be given at the first instance free of cost entitled to get 2 (Two) self contained Flats, one is to be provided on the North-Eastern side of the Third Floor having built up area of 680 (Six Hundred Eighty) Square Feet more or less consisting of 2 (Two) bed rooms, 1 (One) drawing-cum-dining space, 1 (One) kitchen and 2 (Two) toilets and the other is to be provided on the South-Eastern side of the Third Floor having built up area of 680 (Six Hundred Eighty) Square Feet more or less consisting of 2 (Two) bed rooms, 1 (One) drawing-cum-dining space, 1 (One) kitchen and 2 (Two) toilets and a covered Car Parking Space in the Ground Floor along with undivided proportionate share or interest in the land of the said premises together with all common facilities and amenities attached thereto, morefully described in the **SIXTH SCHEDULE** hereunder written. The Owner shall be given the aforesaid allocation in lieu of her said portion being allowed for development by the Developer.



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9. **DEVELOPER'S ALLOCATION :-**

Shall mean the rests and remaining portions of the proposed Building/s in the said portion save and except the Owner's allocation. The said rests and remaining areas means several Flat/s, Shop/s and Car Parking Space/s and proportionate undivided share in the land and common areas, spaces, amenities and facilities provided therein staircases and the Developer shall have the right to sell, lease out and/or rent out the same in whole or in part together with proportionate undivided share in the of land of the said portion, morefully described in the **FIFTH SCHEDULE** hereunder written, with right to enter into Agreement for Sale of Flat/s, Shop/s and Car Parking Space/s with right on common areas and spaces to the intending Flat Buyers and to take advances and total consideration from him/her/them without any objection or interruption from the Owner.

10. **SALEABLE AREA :-**

Shall mean the Flat/s, Shop/s and Car Parking Space/s in the proposed Building/s, which are available for independent use and occupation of the Transferees



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and/or Purchaser/s together with the undivided proportionate share in the land areas of the Building/s and the common areas provisions utilities and facilities attached therein required for such independent user.

11. **COMMON AREAS AND FACILITIES** :-

Shall mean unless the context otherwise require, entrance, corridors all ways paths, stair ways, staircase and its landing, lift, driveways, common lavatories, pump rooms, overhead and underground water tank, septic tank, boundary wall, water pump motors and other facilities, which may be used and enjoyed in common by all the occupants or Flat/s, Shop/s and Car Parking Space/s of the Building/s as required for the maintenance and/or management of facilities of the Building/s and also the items specified in Section 3(d) of the West Bengal Apartment Ownership Act, 1972.

12. **COMMON EXPENSES** :-

Shall mean unless the context otherwise require all the expenses, ground rents, property maintenance charges dues and outgoings and all other common expenses



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within the meaning of the West Bengal Apartment Ownership Act, 1972 in respect of the Flats as may be determined jointly by the Owner and the Developer until an Association is formed by the Transferees and/or Purchasers of the said Flats in the Building/s to be constructed thereon.

13. **SUPER BUILT UP AREA** :-

Shall mean the built up area of a Flat together with its proportionate share in the staircase, lift, landing, passage and like share in all constructed areas and each such Flat shall be entitled to all advantages and right of user in common of all the Flats/spaces shall the common areas, common utilities as may be provided in the proposed Building/s.

14. **TOGETHER** :-

With its grammatical variation shall mean the transfer by way of sale of the Flat/s and Car Parking Space/s excepting the Owner's allocation to be transferred by the Developer for consideration to the intending Transferees and/or Purchasers of Flat/s and Car Parking Space/s in the Building/s to be constructed thereon.



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15. **TRANSFEEE(S)/PURCHASER(S)** :-

Shall mean the person, Firm, Limited Company, Association of persons or any other Legal Body to whom any Flat, commercial spaces and Car Parking Space in the proposed Building/s to be constructed thereon will be transferred.

16. A. Words imparting singular shall include plural and vice-versa.

B. Words imparting masculine gender shall include feminine and neuter gender and similarly words imparting neuter gender shall include masculine and feminine genders.

ARTICLE : "II"

(TITLE AND DECLARATION)

1. The Owner hereby declares that it has good and absolute right, title and interest in the said portion as mentioned in the **SECOND SCHEDULE** hereunder written without any claim of any right, title or interest of any person/s adversely against him. The Developer is free and at liberty to make such investigations with regard to the title of the



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Owner and has satisfied itself with the right, title and interest of the Owner.

2. The Owner hereby undertakes and assures that the Developer will be entitled to construct and complete the entire proposed Building/s after demolition of the whole existing Building after negotiation with the other Owners of the premises with all responsibilities and benefits as agreed by and between the parties and the Developer will be further entitled to transfer by way of sale, lease out and rent out without having any liability of the Owner of the Developer's allocation in one lot or in several lots with proportionate undivided share in the land of the said portion without any interference of or from the Owner or any other person/s claiming through under or in trust for the Owner. The sale proceeds of the salvage of the existing structure shall be credited to the Developer and the Owner shall have no claim to the said sale proceeds.

ARTICLE : "III"

(EXPLORATION AND DEVELOPMENT RIGHTS)

The Owner hereby grants exclusive right to the Developer to build up and accept the said portion for the construction of the



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proposed Building/s and the Developer shall be entitle to enter into Contract or Agreement with any person/s, Company/ies or Concern/s at its own risk and responsibility without encumbering the said portion of the Owner in any manner whatsoever.

ARTICLE : "IV"

(POWER OF ATTORNEY)

The Owner shall grant to the Developer such registered Development Power of Attorney in favour of the Developer as may be required for the purpose of obtaining sanctioned Building Plan and all necessary permissions and approvals from the relevant Authorities in connection with construction of the proposed Building/s and electricity and water supply connections and for the purpose of to execute Deed of Conveyance for sale, transfer of the Flats, commercial space/s, Car Parking Spaces and other spaces of the proposed Building/s including undivided proportionate share of land except the Owner's allocation of the proposed Building/s to any intending Purchaser/s on settled terms for sale at any price and be taking earnest money or full payment of consideration.



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ARTICLE : "V"

(PROCEDURE)

1. The Owner has appointed the Developer as the Developer of the said portion including the Owner's portion and the Developer has accepted such appointment on the terms and conditions hereunder contained.
2. The development of the said portion shall be in the following manner :-
 - A. Simultaneously with the execution hereof, the Owner shall hand over to the Developer the Xerox copies of titled related papers and documents relating to the said portion. If any such document is not available to the Owner herein that suppose to be available to him, then the Developer shall make such arrangement to avail the same. It is clarified that the Developer shall from time to time allow inspection of the original documents kept with the Owner herein or any of her representative or to any person or persons and Authority or Authorities as may be requested by the Owner till the completion of the whole project. Upon completion of the whole project and the formation of any Association and/or Committee for the maintenance and management of



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the proposed Building/s, the Developer and/or any other holders or custodians of all or any of the original documents shall hand over the original documents to the Association and/or Committee for its custody.

- B. The Developer shall mutate the name of the Owner herein in respect of the said portion with the Office of the Kolkata Municipal Corporation at the cost of the Developer herein.
- C. The Developer as Attorney of the Owner at its own costs and expenses and for and on behalf of the Owner shall cause the Plans of the proposed Building/s to be prepared and deposit the same before sanctioning Authority/ies for the approval and/or sanction of the same and get the Plans approved and/or sanctioned along with other permissions, clearances or approvals for the said development.
- D. The Owner shall not be entitled to raise any kind of dispute regarding the construction of the project and/or other related matter of the project. It is further clarified that after the notice of completion



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of the project by the Developer, it would be deemed that the project has been duly constructed and completed by the Developer.

E. That after due service of notice by the Developer to the Owner, the Owner fail/s, neglect/s, refuse/s and/or delay/s to take delivery of the possession of her allocation in the proposed Building/s in the said portion subject to the full satisfaction of the Owner towards her allocation then in that event it would be construed that the Owner has taken possession of her allocation.

F. All applications, Plan/s, papers and documents required to be deposited or submitted by the Developer for the approval and/or sanction of the Plan/s and/or for the development of the project shall be prepared by the Developer at its own costs and expenses and submit or deposit the same in the name of the Owner and her other co-sharers. The Developer shall also bear all costs and expenses and make deposits for the sanction of the Plan/s for



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the construction in the proposed Building/s to be constructed at the said portion.

- G. At any time after the execution of this Agreement, the Developer shall have the right and shall be entitled to enter into the said portion and to do all preparatory works, as may be necessary for the project.
- H. Subject to Force Majeure and incidences beyond the control of the Developer, the Developer shall within a period of 30 (Thirty) months from the date of sanction of the Building/s Plan or from the date of obtainment peaceful and vacant possession of the said portion from the Owner, whichever will be the later, shall complete the construction of the proposed Building/s in the said project at its own costs and expenses of the Developer and deliver vacant and peaceful possession of the Flats/spaces comprised in the Owner's allocation to the Owner in habitable condition as per the particulars mentioned in the **THIRD SCHEDULE** hereunder



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written. The Owner may extend time for a further period as the same may be reasonably required.

- I. The Developer shall construct the proposed Building/s in the manner as may be permissible under the Building/s Regulations and Laws of the Kolkata Municipal Corporation and in conformity with the Plans.
- J. The Developer shall pay a total sum of Rs.22,66,667/- (Rupees Twenty-Two Lac Sixty-Six Thousand Six Hundred Sixty-Seven) only, payable in the manner as follows :-
 - i. The Developer shall pay a sum of Rs.6,00,000/- (Rupees Six Lac) only to the Owner herein towards the non-refundable amount at the time of execution of this Agreement.
 - ii. The Developer shall also pay a sum of Rs.16,66,667/- (Rupees Sixteen Lac Sixty-Six Thousand Six Hundred Sixty-Seven) only to the Owner herein towards the refundable amount for eviction of the Tenants at the time of execution of this Agreement.

ARTICLE : "VI"
(POSSESSION AND CONSTRUCTION)

1. It has been agreed by an between the Owner and the Developer to construct, erect and complete the proposed



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Building/s in the said portion and that the Developer shall have the entire responsibility for construction of the proposed Building/s and the Owner shall have no responsibility towards construction of the proposed Building/s.

2. The Developer agreed to commence work after obtaining full vacant possession of the said portion or from the date of obtaining of the Building/s sanction Plan by the Developer, whichever will be the latter.
3. The Developer shall upon completion of construction and making the portion habitable deliver the Owner's allocation prior to delivering possession to any of its Purchaser/s of any space/s out of its allocation.
4. From the date of delivery of possession of the Owner's allocation and till separate assessment by the Kolkata Municipal Corporation, the Parties hereto shall contribute proportionately the taxes and other statutory outgoings of the said portion.
5. The Developer agrees to complete the construction of the proposed Building/s and properly finish the same within a period of 30 (Thirty) months from the date of sanction of the Building/s Plan or from the date of obtainment peaceful and vacant possession of the said portion from the Owner, whichever will be the later.



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ARTICLE : "VII"

(COMMON FACILITIES)

1. As soon as the proposed Building/s in the said portion shall be completed and made fully habitable for residential, partly commercial purpose, upon obtaining necessary certificate for occupation from the Architect/ L.B.S. and also Completion Certificate from the Kolkata Municipal Corporation as provided under the Kolkata Municipal Act and the Rules and Regulations thereunder made, the Developer shall give written notice to the Owner requesting the Owner to take possession of the Owner's allocation in the Building/s and thereafter the Owner shall take possession of her allocation as herein provided for and if no actionable deviation made by the Developer in the construction the Owner shall give and grant unto the Developer a certificate in respect of its allocation in full satisfaction.
2. Till all the Flat/s and Car Parking Space/s within the Developer's allocation are sold away, the Developer in consultation with the Owner shall frame rules for occupation, user and enjoyment of the residential Flats and Car Parking Space/s in the proposed Building/s and



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till formation of a Body of the Co-Owner of the Building/s including the Owner herein and the Purchaser/s of the Developer's allocation.

ARTICLE : "VIII"
(COMMON RESTRICTION)

It has been agreed by and between the Parties hereto that the Owner's allocation in the Building/s shall be subject to the same restriction on transfer and use as would be applicable to the Developer's allocation in the proposed Building/s intended for the common benefits of all occupiers of the entire completed Building which shall include the following :-

1. The Owner and the Developer or the nominee/s of the Developer during the subsistence of this Agreement shall not use or permit to use their respective portions in the Building/s or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use the same for any purpose which may cause any nuisance, obstruction or hazard in the property or any part thereof.
2. No party shall demolish or permit to demolish any wall or other structure in their respective portions or any part



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thereof or make any structural alteration therein without the consent of all other Co-Owner and without obtaining necessary permission from the concerned statutory Authorities.

3. Both the Parties shall abide by all laws, bye-laws, rules and regulations of the Government and/or Local Bodies and shall be responsible for any violation and/or breach of any of the laws, bye-laws, rules and regulations in their respective allocations.
4. The respective Allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures, floor and ceiling etc. in their respective allocation of the proposed Building/s in good and reparable condition and in particular so as not to cause any damage to the Building/s or any other space or accommodation therein and shall keep the other indemnified from and against the consequences of any breach thereof.
5. No Party or persons/s claiming through any of the Parties herein shall keep or store anything in any of the common



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areas nor shall otherwise cause any hindrance in any manner whatsoever to the use of the common areas and the common utilities by the Co-Owner for the purpose it is meant.

6. No Party shall throw or accumulate any filth, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the Building/s or in the compound, corridors or any other portion of the common areas of the Building/s and the said portion.
7. In the event of any transfer being made by the Parties of their respective allocations, the above conditions shall be made applicable to and binding upon the Transferee/s.

ARTICLE : "IX"

(SETTLEMENT OF DISPUTES)

Any dispute between the Parties arising in the course or execution of the project herein shall be settled amicably, failure of which either of the Parties may prefer approaching the Court of Law for necessary redressal.



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ARTICLE : "X"

(COMMON RIGHTS AND OBLIGATION OF OWNER AND DEVELOPER)

The terms and conditions which have been agreed to by and between the Parties relating to such development verbally are reduced into writing hereunder.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGRED BY AND BETWEEN THE PARTIES HERETO as follows :-

1. The Owner agrees to appoint and do hereby appoint the parts of the other Flat Owner, as the Developer in respect of the said portion, morefully described in the **SECOND SCHEDULE** hereunder written and the Owner hereby grant/license to the Developer for development of the land for the purpose of construction and the construct the proposed Building/s thereon and the Developer doth hereby accepts such appointment to act as Developer. The said appointment is irrevocable save and except the Developer must not commit any fault in carrying out the development work in the said portion as per the Building/s Plan and the Developer shall not cause any breach of the terms stated herein.



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2. Subject to the sanction of the Building/s Plan, the Developer shall develop and promote the said portion by way of construction of multistoried Building/s. The Developer shall at its own costs construct, erect and complete the Building/s with good and standard sound quality materials as may be specified by the Architects/L.B.S. from time to time. The details of the Specification of construction and the materials to be used for such purpose are mentioned and described in the **FIFTH SCHEDULE** hereunder written.
3. The Developer shall provide in the proposed Building/s at its own cost pump, water storage tank with overhead reservoirs, electric connection, lift and other facilities as are required to be provided in residential and/or multistoried Building/s having self contained Apartments or Flat/s, Shop/s and Car Parking Space/s etc .
4. The Developer shall at its own cost arrange alternative accommodation of similar standard for the Owner herein paying monthly rents during the period of constructional work of the proposed Building till handing over possession of the Owner's allocation.



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5. The Developer will arrange for packaging all loose and small items like books, utensils, toys, show pieces and other delicate items for shifting and safe transportation of furniture and other belongings of the Owner to and from one premises to other at her cost.
6. The Developer shall at its own cost demolish the present structure standing over the said property and shall enjoy the debris and salvages at its own whims and desire excepting those removable fixture/fittings of the Owner's choice for her reuse.
7. All costs charges and expenses for construction including Architects/L.B.S. fees shall be discharged by the Developer and the Owner shall bear no responsibility in this context.
8. All costs and expenses pertaining to the sanction of the Building/s Plan including the payment of requisite fees and other incidental expenses payable to such sanctioning Authority shall borne by the Developer.
9. To enable the Developer to carry out its obligations, rights authorities and entitlements under this Agreement, the



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Owner shall simultaneously grant and execute in favour of the Developer Company by a registered Development Power of Attorney save and except on commission of a default by the Developer in complying with the terms and conditions of this Agreement.

10. All the legal heirs of the Owner above named shall also abide by and confirm such Power of Attorney in favour of the Developer.
11. The Developer shall construct the said portion strictly in accordance with the Building Plan and the rules regulation and bye-laws of the Kolkata Municipal Corporation Act, for the time being in force. If necessary, modification and deviation of Plan shall be approved by the Authority concerned with the consent of Owner.
12. The Developer is hereby empowered by the Owner to apply and obtain on its behalf and in its name the quotas for steel, cement bricks etc. as may be allocated by the respective Authorities for the purpose of development of the said portion at the cost of the Developer and further



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shall be entitled to obtain temporary or permanent connection of electric service line, water supply line and drainage and to obtain other essential services, utilities, required for the Development of the said portion and making the same habitable but all such costs and values of materials and expenses shall be paid and borne by the Developer and the Owner will not be liable for the same.

13. The Owner hereby agree and undertake to deliver the vacant possession of the said portion to the Developer for the purpose of development and construction of proposed Building/s within 7 (Seven) days from the date of getting notice from the end of the Developer subject to provide an alternative accommodation in the same area.
14. The Developer has agreed to deliver possession of the Owner's allocation in the proposed Building/s within the stipulated period of 30 (Thirty) months from the date of sanction of the Building/s Plan or from the date of obtainment peaceful and vacant possession of the said portion from the Owner, whichever will be the later.
15. Immediately on completion of the Owner's allocation in all respect along with completion of all common spaces



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providing all common facilities in the Building/s in the said portion, the Developer shall give notice in writing to the Owner requiring the Owner to take possession of the Owner's allocation in the Building/s and there being no dispute regarding the completion of the Building/s in terms of this Agreement and according to the Specification and the Building/s Plan thereof and certificate of the Architect/ L.B.S. being produced to that effect and then after 30 (Thirty) days from the date of service of such notice and at all times thereafter the Owner shall exclusively be liable for payment of all property taxes, rates, dues and other public outgoings and impositions whatsoever payable in respect of the said Owner's allocation and the said rates and taxes are to be calculated on pro-rata basis with reference to the saleable area in the Building/s, if is levied on the Building/s as a whole.

16. On completion of the construction of the entire Building/s, the Owner and the Developer shall punctually and regularly pay for their respective allocation, the said rate and taxes to the concerned Authorities or otherwise



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as may be mutually agreed upon between the Owner and the Developer and both the Parties shall keep each other indemnified against all claims, actions, demands, costs and charges and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of the Parties as the case may be consequent upon a default by the Owner or the Developer in this behalf.

17. As and from the date of satisfactory handing over the Owner's allocation as mentioned above in all respects and duly acknowledged by the Owner in writing and/or after 30 (Thirty) days from the date of service of notice by the Developer to the Owner for accepting the possession of her allocation, the Owner shall be responsible to pay and bear and shall forthwith pay on demand to the Developer the service charges for the common facilities in the Building/s with respect of the Owner's allocation and said charges may include proportionate share on premium for the insurance of the Building/s viz. fire and equipments etc. including replacement repair and maintenance charges and expenses of all common wiring, pipes, electrical and mechanical equipments, transformers,



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pumps, motors whatsoever as may be mutually agreed upon from time to time.

18. Any transfer of any part of the Owner's allocation in the Building/s shall be subject to the other provisions hereof and the Transferee/s shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges proportionately for the said common facilities.
19. The Owner's allocation in the Building/s shall be subject to the same restrictions on transfer and use as are applicable to the Developer's allocation in the Building/s intended for the common benefits of all occupiers of the proposed Building/s which shall include the following.
20. No formal Deed of Transfer in respect of the Owner's allocation shall be required. But the Owner shall at the request of the Developer sign and execute all such further necessary Deeds, papers, documents and writings for completion of construction and/or sale of the said Developer's allocation or any portion thereof provided that



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the Developer as the constituted Attorney of the Owner shall also be entitled to sign and execute such deeds, papers writings and documents as may be required from time to time therefore.

21. If the said development work and/or the construction work is suspended due to Force Majeure like natural calamity, earth quake, strike, riot or civil commotion or promulgation of any law etc. which be beyond the control of the Developer, then in such event the stipulated time as aforesaid shall be extended for such period as may be mutually agreed between the Parties. But the market condition and Developer's paucity of fund or financial difficulty shall not be considered to be the reasons beyond control of the Developer.

22. The Developer will also keep the Owner saved, harmless and indemnified against all claims losses expenses and proceedings as may be occasioned by the reasons mentioned hereunder.

- A. The Developer shall not be entitled to erect or construct the proposed Building beyond the



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sanctioned Plan. The proposed Building will be constructed strictly in accordance with the sanctioned Plan.

B. All claims and demands of the suppliers of Building materials etc. of the said portion or all claims arising due to any accident suffered by employees/workmen engaged by the Developer to carry out development work in the said portion shall be borne by the Developer. The Developer shall solely be liable for compensation for such accident/s, if any, in terms of the Workmen's Compensation Act.

C. All claims and demands of the Owner and Occupiers of the adjoining properties due to damage or loss suffered by the Owner in course of hazards in construction work of the said portion shall be borne by the Developer.

23. Both Owner and the Developer shall not use or permit to use their respective allocations in the Building/s or any portion thereof for carrying on any unlawful or illegal and



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immoral trade or activity nor use thereof for any purpose which may cause nuisance hazard to the other occupiers of the proposed Building/s.

24. Neither Party shall demolish or permit to demolish any wall or other structure in their respective allocations or any portion thereof or make structural alteration thereon without the previous consent of the Owner/Developer or the Association when formed, but such consent shall not be withheld unreasonably.
25. The respective Allottees shall keep the interiors and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the proposed Building/s in good working condition and repair and in particular so as not to cause any damage to the Building/s or any other of its space or accommodation therein.
26. No goods or other items shall be kept by the Owner or the Developer or the Transferees for display or use or otherwise in the corridor or other places of common use



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in the proposed Building/s and in case any obstacle is caused in a manner thereto the person doing so shall be responsible to remove the same at the risk and cost of the other. Neither of the Parties shall be entitled to put up any advertisement and/or display hoarding on the exterior walls of the proposed Building/s.

27. The Owner shall permit the Developer and its servants and agents without workmen and others at the reasonable time and by prior notice to enter into and upon the Owner's allocation and every part thereof for the purpose of maintenance or repairing any part of the proposed Building/s and/or for the purpose of repairing maintaining, rebuilding, cleaning, lighting and of common facilities and/or for the purpose of maintaining, repairing and testing drains, water pipes and electric wires and for other similar purposes.
28. The Developer's allocation in the proposed Building/s in the said portion is meant for sale as Ownership Flats. As such the Owner and the necessary Parties shall sign and execute all Deeds of Conveyances, documents and



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writings relating to such sale and transfer to the intending Purchaser/s of the said Flats at a price determined by the Developer and the Owner shall have not nor can have without any demand or claim thereon of any nature whatsoever.

29. The Developer is at liberty to advertise for sale of the said Ownership Flats during the Development/construction of the Building/s on the said portion and receive advance or consideration from the intending Purchaser/s on Agreement against sale of such Flats and proportionate land value and shall be entitled to take appropriate the entire amount of sale proceeds from such Purchaser/s in respect of Developer allocated share the proposed Building/s.

30. The Owner hereby agrees and covenants with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing, if any, of the Developer's allocation in the Building/s in the said portion.

31. The Owner hereby agrees and covenants with the Developer to transfer the undivided proportionate share



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allocable and attributable to the Developer's allocation in favour of the Developer or its nominee/s in such part/s as the Developer shall require and for the aforesaid purpose shall obtain all necessary approvals, consents and permission.

32. The Parties hereto shall do all acts, deeds and things and sign execute register and deliver all documents and deeds as may be required by the other to enable the Parties to own use, occupy and enjoy the respective areas and the Parties hereto shall full and absolute right to deal with or transfer their areas in the manner as it thinks fit and proper.
33. The Developer shall have no right title and interest whatsoever in the Owner's allocation and undivided proportionate share pertaining thereof in common facilities and amenities which shall solely and exclusively belong and continue to belong to the Owner and similarly the Owner shall have no claim in respect of the Developer's Allocation as herein provided.
34. The Developer shall have no right to claim for payment reimbursement of any cost, expenses or charges incurred



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towards construction of the Owner's allocation and of the undivided proportionate share in the common areas/spaces, common facilities and amenities of the proposed Building/s. Hence the Owner shall never be liable to pay and/or refund such cost or expenses to the Developer.

35. The Developer shall in completion of the proposed Building/s, put the Owner in undisputed possession of the Owner's allocation together with all rights in common areas/spaces common utility portion of the proposed Building/s and the open space thereof.
36. The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner would be prevented from enjoying, selling, assigning, and/or disposing of any portion of the Owner's allocation in the said proposed Building/s in the said portion.
37. The Developer shall be entitled to negotiate with prospective Buyers and/or Purchaser/s for sale of Flats



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and Car Parking Spaces of the Building/s belonging to the Developer's allocation and also enter into Agreement for Sale with the intending Purchaser/s and to receive earnest money thereof receive the full consideration amount towards sale of Developer's allocation and appropriate the same and the Owner hereby confirms that the Owner shall have no claim or demand over the said consideration or amounts in future under any circumstances whatsoever and howsoever.

38. The Owner confirms and undertakes that if so required by the Developer, the Owner shall join as Confirming Party to all Agreements and other documents of transfer that may be entered into by the Developer for sale and/or otherwise transfer of the Flats, Car Parking Space/s, etc. in the proposed Building/s of the Developer's allocation without raising any objection and claiming any additional consideration money.
39. It is understood that from time to time to facilitate, the construction of the proposed Building/s by the Developer various Deeds, matters and things not herein specified



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may be required to be done by the Developer and for which the Developer may need the Authority of the Owner and various application and other documents may be required to be signed or made by the Owner relating to the specific provisions may be reasonably required to be done in the manner and the Owner shall execute any such authorization as may be required by the Developer for the said purpose and the Owner also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all such acts deeds matters and things do not in any way infringe the rights of the Owner and/or go against the spirit of this Agreement.

40. In case, any Party fails or defaults in carrying out obligations or contravene any of the terms and conditions of this Agreement, then and in such event the other Party shall without prejudice to its rights stated herein be entitled to and/or start legal proceeding both criminal and civil against the defaulting Party and for Specific Performance of Contract together with right to claim damages and for other relief.



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41. The proposed Building/s in the said portion shall be christened as "**SUN ROSE**" which shall be inscribed and marked on a marble piece and be fixed on the front wall of the Building/s. It will be displayed prominently to the visitor and open to public eye. The Developer is also permitted to inscribe its name in a visible place of the Building/s as Developer.
42. The Developer shall pay alternative accommodation charges per month to the Owner if it shall not complete the proposed Building within time save and except force majeure.
43. The 30 (Thirty) months time to be calculated from the date of date of sanction Building Plan and/or from the date of handing over peaceful vacant khas possession of the said property, whichever will be later.
44. The Owner shall interest with the works of the Developer at any stage during construction in any way subject to the Developer shall perform each and every obligations as depicted in this Agreement and shall not construct anything beyond the sanction Building Plan.



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depicted in this Agreement and shall not construct anything beyond the sanction Building Plan.

46. The land Owner shall execute Agreement/s for Sale and Deed/s of Conveyance in favour of the intending Purchaser/s if necessary when required by intending Purchaser/s in respect of Flat/s, Shop/s and Car Parking Space/s, Space/s including proportionate undivided share in land of Developer's allocation in the proposed Building/s in the said portion before the Registration Office/s.
47. Alipore Judges' Court as the case may be shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents between the Parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PREMISES/PROPERTY)

ALL THAT piece and parcel of land measuring an area of 5 (Five) Cottahs 10 (Ten) Chittacks be the same a little more or less together with 2 (Two) storied Building having built up area of 5800 (Five Thousand Eight Hundred) Square Feet more or less with cemented flooring standing thereon, being known and numbered as Municipal Premises No.8/1A, Townshend Road at present 8/1A, Sakharam Ganesh Dauskar Sarani, Police



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Station : Bhowanipore, Kolkata : 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72, bearing Assessee No.11-072-33-0964-2, together with all right, title, interest and right of easement attached thereto and the same is butted and bounded by :-

ON THE NORTH	:	Common passage and Premises No.8, Townshend Road ;
ON THE SOUTH	:	Premises Nos.10A & 10B, Townshend Road ;
ON THE EAST	:	Townshend Road and Premises No.29C, Townshend Road ;
ON THE WEST	:	Premises No.17, Rakhal Mukherji Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PORTION)

ALL THAT piece and parcel of undivided 1/4th share of the land measuring about 5 (Five) Cottahs 10 (Ten) Chittacks more or less i.e. land measuring comes to undivided **1 (One) Cottah 6 (Six) Chittacks 22.5 Square Feet** more or less together with undivided 1/4th share of the 2 (Two) storied Building having built up area of 5800 (Five Thousand Eight Hundred) Square Feet more or less i.e. structure area comes to undivided **1450 (One Thousand Four Hundred Fifty) Square Feet** more or less [725 Square Feet more or less in each floor] standing thereon, being known and numbered as Municipal Premises No.8/1A, Townshend Road at present 8/1A, Sakharam Ganesh Dauskar Sarani, Police Station : Bhowanipore, Kolkata : 700025, within the limits of the Kolkata Municipal Corporation, under Ward



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Municipal Corporation, under Ward No.72, morefully described in the **FIRST SCHEDULE** hereinabove written.

THE THIRD SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE OWNER'S ALLOCATION)

ALL THAT in the instant development project the Owner shall be at the first instance free of cost entitle to get 2 (Two) self contained Flats, one is to be provided on the North-Eastern side of the Third Floor having built up area of 680 (Six Hundred Eighty) Square Feet more or less consisting of 2 (Two) bed rooms, 1 (One) drawing-cum-dining space, 1 (One) kitchen and 2 (Two) toilets and the other is to be provided on the South-Eastern side of the Third Floor having built up area of 680 (Six Hundred Eighty) Square Feet more or less consisting of 2 (Two) bed rooms, 1 (One) drawing-cum-dining space, 1 (One) kitchen and 2 (Two) toilets and a covered Car Parking Space in the Ground Floor along with undivided proportionate share or interest in the land of the said premises together with all common facilities and amenities thereto, morefully described in the **SIXTH SCHEDULE** hereunder written. The Owner shall be given the aforesaid allocation in lieu of her said portion being allowed for development by the Developer.



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THE FOURTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)

ALL THAT rests and remaining share of the said portion of the proposed Building/s in the said property save and except the Owner's allocation according to the sanctioned Building Plan together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein and the Developer shall have the right to sell, mortgage lease out and/or rent out the same in whole or in part, with right to enter into Agreement for Sale of Flat/s, Shop/s and Car Parking Space/s with right on common areas and places to the intending Buyer/s etc. and to take advances and entire consideration from him/her/them without any objection or interruption from the Owner.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SPECIFICATION OF WORK)

❖ **ARCHITECTURAL STYLE :-**

The Building shall have modern architectural elevation and the facade is embellished with glass, allied metals, etc. all finished, complete.

❖ **FOUNDATION AND SUPER STRUCTURE :-**

As per structural design with RCC work.



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❖ **BRICK WORK AND PLASTERING :-**

➤ **EXTERNAL WALL :-**

- ✓ 200 mm thick brickwork.
- ✓ RCC wall panel.
- ✓ 20 mm thick cement-sand plaster.

➤ **INTERNAL WALL & CEILING :-**

- ✓ 125 mm thick partition wall.
- ✓ 75/125mm internal wall.
- ✓ 15mm thick cement-sand plaster.

❖ **FLOORING :-**

Flooring will be of good quality (as per relevant I.S. code specification) Vitrified Tiles, kitchen will have anti-skid ceramic tiles flooring. Bathrooms will have good quality (as per relevant I.S. code specification) Ceramic tiles/ marble to the floor and on the walls up to a height of 7'. Garage & external passage will be finished with good quality (as per relevant I.S. code specification) external tiles.

❖ **WINDOWS :-**

- Sliding anodized/powdered coated Aluminum windows with clear glazed glass will be provided.



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- Window grills made of MS square bars shall be provided.

❖ **WOODEN WORK** :-

Main Entrance door and all internal doors will be made of good quality (as per relevant I.S. code specification) Flush doors and toilets will have good quality (as per relevant I.S. code specification) PVC doors.

❖ **KITCHEN** :-

Kitchen working platform of black stone top with granite. Wall above platform will have 2' high dado of good quality (as per relevant I.S. code specification) ceramic tiles.

❖ **WATER SUPPLY** :-

Water supply shall be from direct supply from K.M.C. R.C.C. underground reservoir will be made. All pipes for lifting and distributing water will be good quality (as per relevant I.S. code specification) C.P.V.C. pipes. Overhead tank of adequate capacity will be given. Adequate capacity submersible pump to be provided in the underground water reservoir.



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❖ **ELECTRICAL POINTS FITTINGS :-**

- Electrical points for light, fan, refrigerator, television, geyser and one number of A.C. point at bedroom will be provided with concealed P.V.C. wiring and complete with distribution boards, sub-distribution board, switchboard with modular type switches and 5 & 15 amp plug points, electrical points will be provided as required.
- Calling Bell switch- for each unit at main door will be provided.
- All common areas and garage area will have adequate lighting provisions.

❖ **LIFT :-**

- 7 passengers' capacity lift to be provided.

PAINTING AND FINISHING :-

- Outside face of external walls will be finished with weather proof Paint. Inside walls of common area will be finished with very good quality (as per relevant I.S. code specification) wall putty and painted with enamel paint. Gates and Grills will be with Enamel Paint.



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- Inside walls and ceilings of flat areas will be finished with good quality (as per relevant I.S. code specification) wall putty.

❖ **BATHROOM DETAILS :-**

Toilet attached to the Bedroom will have one Western commode (white) and cistern, taps, shower. Common Toilet will have Western pan (white) with cistern, one Washbasin (white), taps, towel rod, soap tray and shower. Geyser point will be provided in this Toilet. Both the toilets will have good quality (as per relevant I.S. code specification) concealed/astral pipelines. The sanitary ware and shall be of good quality (as per relevant I.S. code specification). All CP fittings will be of good quality (as per relevant I.S. code specification).

❖ **OTHER FACILITIES :-**

Generator line will be provided. One common toilet for servants will be provided in the Ground floor. Telephone and intercom line in drawing room and T.V. point will be provided in the Drawing room and all Bedrooms. Closed Circuit Camera network to be done to monitor the common areas.



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THE SIXTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE EXEMPTION AREAS AND/OR COMMON FACILITIES)

1. The foundation column, beams, supports, corridors, lobbies, stairway, entrance and exits pathway.
2. External drains, sewerage from the premises to the main road.
3. Drainage pipes from the units to the drains and sewers connection to the premises.
4. Toilets in the Ground Floor of the premises for the use of durwans, caretaker of the premises and/or servants.
5. Meter room.
6. Roof (lay with Asian paints water proof chemicals).
7. Driveways and pathways.
8. Boundary walls of the premises including outside wall of the Building and main gate.
9. **COMMON PARTS :-**
 1. Pump and meter with installation and room thereof.
 2. Water pump, underground water reservoir, water pipes and other common plumbing installation and space required thereto.



District Sub-Registrar-II
Alipore, South 24 Parganas
21 JUN 1977

3. External rain water pipes and distribution pipes.
4. Transformer (if any), electric wiring meter for lighting staircase, lobby and other common areas (excluding those as are installed for any particular floor) and space required therefor.
5. Windows, doors and other fittings of the common areas of the premises.
6. Lift, shaft, lift machine room and its accessories, installations and space required thereof.
7. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said premises of the Building as are necessary for use and occupancy of the Units as are required.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE COMMON AREAS & INSTALLATIONS)

1. Entrance and exit of the Building.
2. Boundary walls and main gate.
3. Drainage and sewerage lines and other installations for the same (except only those installed in the exclusive area of any Unit/Flat).



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4. Staircase and corridors on all floors and the ultimate roof, deducting the area of staircase room lift well and lobby, lying on the front side of the proposed Building.
5. Lifts, its equipments and installations, lift well, machine room, security room, common toilet, generator room etc., if any.
6. Electric sub-station and electrical wiring and other fittings (excluding only those installed in the exclusive area of any Flat/Unit exclusively for its use).
7. Meter space/water pump, water reservoir together with all common plumbing installations for carriage of water (save only those exclusively within and for the exclusive use of any Flat/Unit) together with the ultimate roof of the Building and separated area for common installations.
8. Such other common parts, area, equipments, installations, fittings, fixtures and space in or about the land and the Building as may be necessary for passage and/or user in common by the Co-Owners.
9. Fire fighting arrangement to be done by the Developer, if required for commercial area.



District Sub-Registrar-II.
Alipore, South 24 Parganas

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10. Lighting, fixtures, fittings in staircase, corridors, yard, driveway and pathway.
11. Electrical wiring and other wiring from the Ground Floor to the respective Flats.

THE EIGHT SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE EXTRA DEVELOPMENT CHARGES)

Both the Owners and the Developer shall have to pay the cost of additional features and/or facilities to be provided in the Building, if required.

1. Proportionate costs and charges of C.E.S.C. transformer/ service/meter/security deposit for the meter.
2. Deposit and charges of electric meter and transfer and service line.
3. Costs of formation of the Association for management and maintenance of the new Building at the said property.
4. Proportionate cost of generator line to be installed for providing electricity to the respective Units in the proposed Building.



District Sub-Registrar-II
Alipore, South 24 Parganas

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

SIGNED, SEALED AND DELIVERED

by the Parties at Kolkata
in the presence of :-

WITNESSES :-

1. Ballam Pal,
3/1, BALARAM BASE
GHAT ROAD,
KOLKATA-700025,

Anant Chatterjee

Signature of the **OWNER**

2. Rane Chatterjee
8/1A, Townshend
Road, Kol - 25

SUN CONSTRUCTION

J. K. ...
Partn

Signature of the **DEVELOPER**

Drafted by us :-
Arjun Kumar Bose
ADVOCATE
Alipore Police Court
No. - F/1168/2014
Advocate

Alipore Judges' Court, Kol : 27.

Computer Typed by :-

Debasish Naskar
DEBASISH NASKAR
Alipore Judges' Court, Kol : 27.



District Sub-Registrar-II
Alipore, South 24 Parganas

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MEMO OF CONSIDERATION

RECEIVED of and from the within named Developer the within mentioned sum of Rs.6,00,000/- (Rupees Six Lac) only towards the non-refundable amount in terms of this Agreement, as per Memo below:-

MEMO

Paid by A/C Payee Cheque being No.630500,
dated 29/07/2017 drawn on Sydicate Bank,
at its Lake Gardens Branch, amounting to Rs.6,00,000/-

TOTAL Rs.6,00,000/-
(RUPEES SIX LAC) ONLY

WITNESSES :

1. *Ballin Pal:*
351, BALARAM BOSE GHAT ROAD,
KOLKATA - 700025.

Asati Chatterjee

Signature of the **OWNER**

2. *Rana Chatterjee*
8/1A Townshend
Road, KOL-25



District Sub- Registrar-II
Alipore, South 24 Parganas

21 JUN 2022



---	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME

SIGNATURE *Aarti Chatterjee*



---	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME *JAY S. KAMDAR*

SIGNATURE *J.K.*



---	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME

SIGNATURE



---	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME

SIGNATURE



District Sub-Registrar-II
Alipore, South 24 Parganas
21 JUN 2022



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

GRN Details

GRN: 192022230054588731 Payment Mode: Online Payment
GRN Date: 20/06/2022 19:32:04 Bank/Gateway: HDFC Bank
BRN: 1827119751 BRN Date: 20/06/2022 19:34:18
Payment Status: Successful Payment Ref. No: 2001858874/1/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: SUN CONSTRUCTION
Address: 21/4, ASWINI DUTTA ROAD CITYSTYLE MALL
Mobile: 9830718888
EMail: sunconstructionsan@yahoo.in
Depositor Status: Buyer/Claimants
Query No: 2001858874
Applicant's Name: Mr PARTHA SANA
Identification No: 2001858874/1/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001858874/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	10021
2	2001858874/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	22021
			Total	32042

IN WORDS: THIRTY TWO THOUSAND FORTY TWO ONLY.











Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. -II SOUTH 24-PARGANAS, District Name :South 24-Parganas



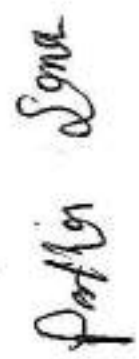
Signature / LTI Sheet of Query No/Year 16022001858874/2022

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Smt ARATI CHATTERJEE 8/1A SAKHARAM GANESH DAUSKAR SARANI, City:- , P.O:- BHAWANIPORE, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700025	Land Lord			
2	Mr JAY S KAMDAR 38A/26 JYOTISH ROY ROAD, City:- , P.O:- NEW ALIPORE, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700053	Represent ative of Developer [SUN CONSTR UCTION]			



District Sub-Registrar-II
Alipora, South 24 Parganas
21 JUN 2022

Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr PARTHA SANA Son of Late R N SANA ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:- Alipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700027	Smt ARATI CHATTERJEE, Mr JAY S KAMDAR			

(Suman Basu)

DISTRICT SUB-
REGISTRAR

OFFICE OF THE D.S.R. - I
I SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal



District Sub-Registrar-II
Alipore, South 24 Parganas
21 JUN 2022

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT OF INDIA

ARATI CHATTERJEE
RABINDRA NATH MUKHERJEE

25/09/1950
Permanent Account Number

APFPC8691B

Arati Chatterjee
Signature



Arati Chatterjee



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকার

ভারত সরকার

Unique Identification Authority of India
Government of India

ভাণিকভুক্তির আই ডি/Enrollment No.: 1040/19858/12228

To
আরতি চ্যাটার্জী
Arati Chatterjee
8/1A TOWN SHEND ROAD
Bhawanipore S.O
Bhawanipore Kolkata
West Bengal 700025

19858028



MN158680260DF



আপনার খণ্ড সংখ্যা/ Your Aadhaar No. :

4048 1107 1997

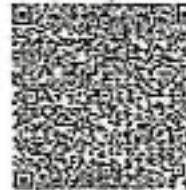
আধার - সাধারণ মানুষের অধিকার



ভারত-সংস্কার
GOVERNMENT OF INDIA



আরতি চ্যাটার্জী
Arati Chatterjee
পিতা : রবীন্দ্র নাথ মুখার্জী
Father : RABINDRA NATH MUKHERJEE
জন্ম সাল / Year of Birth : 1950
মহিলা / Female



4048 1107 1997

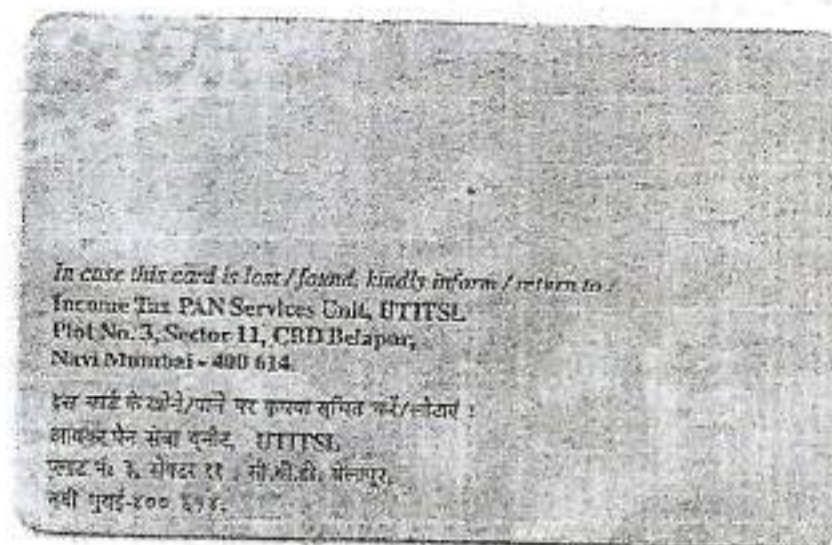
আধার - সাধারণ মানুষের অধিকার

Arati Chatterjee Chatterjee



SUN CONSTRUCTION

J. K. K.
Partner



SUN CONSTRUCTION

Partner

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

JAY S KAMDAR

SHARD H KAMDAR

12/06/1982


Permanent Account Number
AKWPK2270L


J. Kamdar
Signature


3
84431



J. Kamdar

 भारत-सरकार
GOVERNMENT OF INDIA


 Jay. S. Kamdar
DOB: 12/06/1982
MALE



7074 3050 7318





मेरा आधार, मेरी पहचान

J. Kamdar

 भारत का विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address
S/O Late Sharad H Kamdar, 38A/26,
JYOTISH ROY ROAD, New Alipore,
Kolkata,
West Bengal - 700053

7074 3050 7318

 1947
1800 300 1947  help@uidai.gov.in  www.uidai.gov.in  P.O. Box No. 1947,
Bangalore-560 001

Major Information of the Deed

Deed No :	I-1602-08204/2022	Date of Registration	22/06/2022
Query No / Year	1602-2001858874/2022	Office where deed is registered	
Query Date	20/06/2022 4:59:48 PM	D.S.R. - I I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	PARTHA SANA ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830737513, Status : Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 22,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 78,13,134/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,121/- (Article:48(g))	Rs. 22,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Bhawanipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sakharam Ganesh Deuskar Sarani, , Premises No: 8/1A, , Ward No: 072 Pin Code : 700025

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	1012.5 Sq Ft	1/-	68,34,384/-	Property is on Road
Grand Total :				2.3203Dec	1 /-	68,34,384 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1450 Sq Ft.	1/-	9,78,750/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 725 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 725 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		1450 sq ft	1 /-	9,78,750 /-	



Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Smt ARATI CHATTERJEE Wife of Late DEBABRATA CHATTERJEE8/1A SAKHARAM GANESH DAUSKAR SARANI, City:- , P.O:- BHAWANIPORE, P.S:-Bhawanipore, District:-South24-Parganas, West Bengal, India, PIN:- 700025 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: APxxxxxx1B, Aadhaar No: 40xxxxxxxx1997, Status :Individual, Executed by: Self, Date of Execution: 21/06/2022 , Admitted by: Self, Date of Admission: 21/06/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 21/06/2022 , Admitted by: Self, Date of Admission: 21/06/2022 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SUN CONSTRUCTION 21/4 ASWINI DUTTA ROAD, City:- , P.O:- DESHPRIYO PARK, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 , PAN No.:: ABxxxxxx0A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr JAY S KAMDAR (Presentant) Son of Late SHARAD S KAMDAR 38A/26 JYOTISH ROY ROAD, City:- , P.O:- NEW ALIPORE, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx0L, Aadhaar No: 70xxxxxxxx7318 Status : Representative, Representative of : SUN CONSTRUCTION (as AS PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr PARTHA SANA Son of Late R N SANA ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
Identifier Of Smt ARATI CHATTERJEE, Mr JAY S KAMDAR			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt ARATI CHATTERJEE	SUN CONSTRUCTION-2.32032 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Smt ARATI CHATTERJEE	SUN CONSTRUCTION-1450.00000000 Sq Ft





Endorsement For Deed Number : I - 160208204 / 2022

On 21-06-2022

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

Presented for registration at 14:30 hrs on 21-06-2022, at the Private residence by Mr JAY S KAMDAR ,.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 78,13,134/-

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

Execution is admitted on 21/06/2022 by Smt ARATI CHATTERJEE, Wife of Late DEBABRATA CHATTERJEE, 8/1A SAKHARAM GANESH DAUSKAR SARANI, P.O: BHAWANIPORE, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by Profession House wife

Indetified by Mr PARTHA SANA, , , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

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

Execution is admitted on 21-06-2022 by Mr JAY S KAMDAR, AS PARTNER, SUN CONSTRUCTION (Partnership Firm), 21/4 ASWINI DUTTA ROAD, City:- , P.O:- DESHPRIYO PARK, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029

Indetified by Mr PARTHA SANA, , , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer



Suman Basu

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 22-06-2022

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 22,053/- (B = Rs 22,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 22,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/06/2022 7:34PM with Govt. Ref. No: 192022230054588731 on 20-06-2022, Amount Rs: 22,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1827119751 on 20-06-2022, Head of Account 0030-03-104-001-16



Payment of Stamp Duty

- ~ Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 10,021/-
- Description of Stamp
- ~ 1. Stamp: Type: Impressed, Serial no 794750, Amount: Rs.100/-, Date of Purchase: 20/06/2022, Vendor name: Subhankar Das
- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/06/2022 7:34PM with Govt. Ref. No: 192022230054588731 on 20-06-2022, Amount Rs: 10,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1827119751 on 20-06-2022, Head of Account 0030-02-103-003-02



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



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2022, Page from 301238 to 301313

being No 160208204 for the year 2022.



Digitally signed by SUMAN BASU
Date: 2022.07.04 14:56:45 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 2022/07/04 02:56:45 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -II SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)