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DEVELOPMENT AGREEMENT

of July, 2021 (Two Thousand Twenty-One) BETWEEN;

13 MAY 2021

100/- Date....... Alipur Police Court, Kol-27 NTERPRISE Proprietor T.9-4085 Proprietor T. 9-4087 Mya enanda DISTRICT SUB REGISTRAR -III SOUTH 24 F/SS., ALIPORE 8 JUL 2021 - Indremi Boll ID-408 Pathan Sana Slo Late R.N Sana Derino Fina

(1) SRI NIRMAL KANTI GHOSH, having PAN: AEDPG3788E, Aadhaar No.5238 1848 3502, son of Late Promotho Nath Ghosh, by creed: Hindu, Indian by National, by occupation: Retired, residing at 128/2, Hazra Road, Post Office: Kalighat, Police Station: Kalighat, Kolkata: 700026, (2) SMT. MIRA CHANDA, having PAN: AGYPC6875D, Aadhaar No.6196 6486 8355, wife of Deb Kumar Chanda and daughter of Late Promotho Nath Ghosh, by creed: Hindu, Indian by National, by occupation: House-Wife, residing at A-27, Regent Park, Rahara Khardha (M), Post Office: Khardah, Police Station: Khardah, Kolkata: 700118 and (3) SMT. INDRANI BOSE, having PAN: AIXPB0413F, Aadhaar No.2428 4888 9451, wife of Samar Bose, by creed: Hindu, Indian by National, by occupation: House-Wife, residing at Ak-31, Salt Lake, Sector: II, Post Office: Sech Bhawan, Police Station: Bidhannagar (N), Kolkata: 700091, hereinafter collectively called and referred to as "the OWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, successors,



The same



administrators, legal representatives and assigns) of the **ONE**PART.

AND

SUN ENTERPRISE, a Proprietorship Firm, having its registered Office at 21/4, Aswini Dutta Road, 2nd Floor, Post Office: Sarat Bose Road, Police Station: Lake P.S., Kolkata: 700029, being represented by its sole Proprietor SRI TUSHAR S. KAMDAR, having PAN: AKWPK2271M, Aadhaar No.7238 5672 5991, son of Late Sharad. H. Kamdar, by creed: Hindu, by nationality: Indian, by occupation: Business, residing at 38A/26, Jyotish Roy Road, Post Office: New Alipore, Police Station: Behala, Kolkata: 700053, District: 24 Parganas (South), hereinafter called and referred to as "the DEVELOPER" (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 Promotha Nath Ghosh had purchased in the benam of his son Bimal Kanti Ghosh **ALL THAT** piece



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and parcel of land measuring about 3 (Three) Cottahs more or less together with old dilapidated 2 (Two) storied Building, having 1600 (One Thousand Six Hundred) Square Feet in each floor, totaling 3200 (Three Thousand Two Hundred) Square Feet more or less standing thereon, situate and lying at Premises No.128/2, Hazra Road being the demarcated portion of Premises No.128/1, Hazra Road, under Police Station: previously Bhowanipore at present Kalighat, District: previously 24 Parganas at present 24 Parganas (South), by virtue of a registered Indenture from the then Owner "The East India Housing & Land Development Trust Limited". The aforesaid Deed was duly registered on 13th January, 1953 in the Office of the Sub-Registrar at Alipore and recorded in Book No.I, Volume No.14, Pages 28 to 34, Being No.193 for the year 1953.

and registered one Deed of Release (Mukti Patra) in respect of the aforesaid property in favour of his father Promotha Nath Ghosh because he was the actual Purchaser of the aforesaid property. The aforesaid Deed was duly registered on 14th December, 1959 in the Office of the Sub-Registrar at Alipore and recorded in Book No.I, Being No.9891 for the year 1959.



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AND WHEREAS thus after such release, said Promotha Nath Ghosh became the sole and absolute Owner of the aforesaid property and duly mutated his name with the Office of the Kolkata Municipal Corporation and after such mutation, the aforesaid property known and numbered as Municipal Premises No.128/2, Hazra Road, Police Station: Kalighat, Kolkata: 700026, under Ward No.73, bearing Assessee No.11-073-11-0028-7, District: 24 Parganas (South) and paying taxes thereto.

and whereas while absolutely seized and possessed the aforesaid property as Owner thereof, said Promotha Nath Ghosh died intestate on 11th October, 1970 leaving behind him surviving his three sons viz. Bimal Kanti Ghosh, Amal Kanti Ghosh, Nirmal Kanti Ghosh and one daughter Smt. Mira Chanda as his only legal heirs and successors, who jointly inherited the aforesaid property as per Hindu Succession Act, 1956 each having undivided 1/4th share of the same. Be it noted that wife of said Promotha Nath Ghosh predeceased him.

AND WHEREAS after such inheritance, said three brothers along with their sister became the joint Owners of the aforesaid property and while absolutely seized and possessed the same as



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joint Owners thereof, said Bimal Kanti Ghosh died intestate on 19th August, 1992 leaving behind him surviving his wife viz. Smt. Bani Ghosh and one daughter viz. Sumita Das, as his only legal heirs and successors, who jointly inherited the undivided 1/4th share of the aforesaid property left by the deceased as per Hindu Succession Act, 1956.

AND WHEREAS said Amal Kanti Ghosh also died intestate on 15th April, 2011 and his wife viz. Smt. Shibani Ghosh also died intestate on 18th May, 2021 leaving behind them surviving their one daughter viz. Smt. Indrani Bose, as his only legal heirs and successors, who jointly inherited the undivided 1/4th share of the aforesaid property left by the deceased as per Hindu Succession Act, 1956.

AND WHEREAS in the manner stated above, said Nirmal Kanti Ghosh, Smt. Mira Chanda, Smt. Bani Ghosh, Sumita Das and Smt. Indrani Bose became the joint Owners of the aforesaid property and since then have been possessing the same uninterruptedly by doing all acts of ownership and paying taxes thereto.

AND WHEREAS said Nirmal Kanti Ghosh, Smt. Mira Chanda and Smt. Indrani Bose, the Party hereto of the One Part has



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decided to develop their undivided share of the aforesaid property i.e. ALL THAT piece and parcel of undivided 3/4th share of the land measuring about 3 (Three) Cottahs more or less at present by physical measurement land area comes to undivided 2 (Two) Cottahs 10 (Ten) Chittacks more or less together with old dilapidated 2 (Two) storied Building, having 1600 (One Thousand Six Hundred) Square Feet in each floor, totaling 3200 (Three Thousand Two Hundred) Square Feet more or less standing thereon, being known and numbered as Municipal Premises No.128/2, Hazra Road, Police Station: Kalighat, Kolkata: 700026, within the limits of the Kolkata Municipal Corporation, under Ward No.73, bearing Assessee No.11-073-11-0028-7, District Sub-Registry Office at Alipore, District: 24 Parganas (South), hereinafter called and referred to as "the SAID PROPERTY" and morefully described in the SCHEDULE - "A" hereunder written, by raising a Building over the said property after sanction of the Building Plan from the Kolkata Municipal Corporation.

AND WHEREAS the Party hereto of the One Part has got no such expertise for construction of any Building and for that they





have decided to develop their said property through a competent Developer, who has enough credential in the arena of development.

AND WHEREAS while in search of a good Developer, the Party hereto of the One Part came across with the Developer herein and after prolong discussion held between the Parties, ultimately the Party hereto of the One Part has agreed to develop their said property through the Developer herein considering its credential with some certain terms and conditions, which are explicitly described hereunder below.

NOW THIS AGREEMENT WITNESSETH are as follows :-

OWNERS :-

Shall mean (1) **SRI NIRMAL KANTI GHOSH**, son of Late Promotho Nath Ghosh of 128/2, Hazra Road, Post Office: Kalighat, Police Station: Kalighat, Kolkata: 700026, (2) **SMT. MIRA CHANDA**, wife of Deb Kumar Chanda and daughter of Late Promotho Nath Ghosh of A-27, Regent Park, Rahara Khardha (M), Post Office: Khardah, Police Station: Khardah, Kolkata: 700118 and (3) **SMT.**



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INDRANI BOSE, wife of Samar Bose of Ak-31, Salt Lake,
Sector: II, Post Office: Sech Bhawan, Police Station:
Bidhannagar (N), Kolkata: 700091 and each of their
respective heirs, executors, successors, administrators,
legal representatives and assigns.

DEVELOPER :-

Shall mean **SUN ENTERPRISE**, a Proprietorship Firm, having its registered Office at 21/4, Aswini Dutta Road, 2nd Floor, Post Office: Sarat Bose Road, Police Station: Lake P.S., Kolkata: 700029, being represented by its sole Proprietor **SRI TUSHAR S. KAMDAR**, son of Late Sharad. H. Kamdar of 38A/26, Jyotish Roy Road, Post Office: New Alipore, Police Station: Behala, Kolkata: 700053, District: 24 Parganas (South) and its successors-in-office and assigns.

THE SAID PROPERTY :-

Shall mean **ALL THAT** piece and parcel of undivided 3/4th share of the land measuring about 3 (Three) Cottahs more



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or less at present by physical measurement land area comes to undivided 2 (Two) Cottahs 10 (Ten) Chittacks more or less together with old dilapidated 2 (Two) storied Building, having 1600 (One Thousand Six Hundred) Square Feet in each floor, totaling 3200 (Three Thousand Two Hundred) Square Feet more or less standing thereon, being known and numbered as Municipal Premises No.128/2, Hazra Road, Police Station: Kalighat, Kolkata: 700026, within the limits of the Kolkata Municipal Corporation, under Ward No.73, bearing Assessee No.11-073-11-0028-7, District Sub-Registry Office at Alipore, District: 24 Parganas (South).

4. BUILDING:-

Shall mean and include the multistoried Building to be constructed at the property mentioned in earlier paragraph.

5. COMMON FACILITIES :-

Shall mean and include corridors, stairs, ways, passages, way, if any drive ways, common lavatories, if provided by the Developer, water pump and water and facilities, which



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will be provided by the Developer in the proposed Building. The occupiers of the proposed multistoried Building and only the Owner/s of the Flat/s of the proposed multistoried Building shall have the right to enjoy the roof of the proposed Building for all ceremonial and other occasions and/or with due approval and permission of the Association of the Flat Owners and for maintaining T.V. antenna and water reservoir.

6. SALEABLE SPACE :-

Shall mean the space in the proposed Building available for independent use and occupation by the Developer after making due provisions for common facilities and space required thereof and after providing the Owners' allocation.

7. OWNERS' ALLOCATION :-

On completion of the proposed Building, the Owners shall be at the first instance entitled to get 50% of the total F.A.R. out of 100% of the total F.A.R. as per calculation in respect of their land share only from the proposed Building in finished, habitable and complete condition,



DISTRICT SUB REGISTRAR IIII SOUTH 24 POS., ALIPORE morefully described in the **SCHEDULE**: "B" hereunder written and the fittings, fixtures and arrangements as will be provided by the Developer in the said allocation are fully described in the **SCHEDULE**: "D" hereunder written.

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

Shall mean the rest and/or remaining portions of the proposed Building including the common facilities absolutely belonged to the Developer after providing for the Owners' allocation as aforesaid and together with the absolute right on the part of the Developer and prospective Buyer/s and intending Transferee/s, Lessee/s or in any way deal with the same but without in any way affecting the right and interest of the Owners.

9. THE ARCHITECT :-

Shall mean such person/s with requisite qualification, who will be appointed by the Developer for designing and planning of the proposed Building.

10. BUILDING PLAN:-

Will mean such Plan prepared by the Architect for the construction of the proposed Building and sanction by the



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Kolkata Municipal Corporation and/or any other competent authority as the case may be.

11. TRANSFER :-

With its grammatical variations shall include transfer by possession and by and other means adopted for effecting what is understood as a transfer of space in multistoried Building to purchase thereof although the same may not amount to a transfer in law without causing in any manner in convenience or disturbance to the Owners.

12. TRANSFEREE :-

Shall mean a person/s, Firm/s, Limited Company/ies, Association/s of persons to whom any space in the Building will be transferred.

13. **TIME**:-

Shall mean the construction shall be completed and/or should be ready for possession within 18 (Eighteen) months from the date of getting peaceful vacant khas possession of the said property from the Owners and/or from the date of getting Plan sanction from the Kolkata Municipal Corporation, whichever will be the later.



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14. WORDS :-

Importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and neutral gender shall include masculine and feminine genders.

15. COMMENCEMENT :-

This Agreement shall be deemed to have commenced with effect from the date of execution of this Agreement.

-:: OWNERS' RIGHT AND REPRESENTATION ::-

- The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property.
- None other than the Owners have any claim, right, title and/or demand over and in respect of the said property and/or any portion thereof.
- There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976.



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-:: DEVELOPER'S RIGHT ::-

- 1. The Owners hereby grant subject to what has been hereunder provided exclusive right to the Developer to build upon and to exploit commercially the said property and shall be able to construct the proposed Building thereon in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation and its any amendment and/or modification thereto made or cause to be made by the Parties hereto.
- 2. All application, Plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate Authorities i.e. Kolkata Municipal Corporation shall be prepared and submitted by the Developer on behalf of the Owners at his own costs and expenses and the Developer shall pay charges and bear all fees including Architect's fees required to be paid or deposited for exploitation of the said property provided however that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposit made by the Developer.





3. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said property or any part thereof to the Developer or as creating any right, title or interest in respect of the Developer other than an exclusive right and interest by the Developer to commercially exploit the same in terms hereof and to deal with the Developer's allocation in the proposed Building in the manner herein after stated.

-:: CONSIDERATION ::-

- 1. In consideration of the Owners having agreed to permit the Developer to commercially exploit the said property and to construct, erect and build a proposed Building in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation, and in accordance with the Specification and materials description of which are stated in details in **SCHEDULE**: "C" hereunder written.
- On completion of the proposed Building, the Owners shall be at the first instance entitled to get 50% of the total F.A.R. out of 100% of the total F.A.R. as per calculation in respect of their land share only from the proposed



DISTRICT SUS REGISTAR IM SOUTH 24 PGS., ALIPORE Building in finished, habitable and complete condition, morefully described in the **SCHEDULE**: "B" hereunder written and the fittings, fixtures and arrangements as will be provided by the Developer in the said allocation are fully described in the **SCHEDULE**: "D" hereunder written.

- 3. Besides the above, the Developer shall also pay a sum of Rs.40,00,000/- (Rupees Forty Lac) only to the Owners herein towards the refundable advance above, which will be paid by the Developer to the Owners in manner as follows:-
 - A. The Developer shall pay a sum of Rs.3,00,000/(Rupees Three Lac) only to the Owner herein simultaneously with the execution of this Agreement as per Memo below.
 - B. The balance amount of Rs.37,00,000/- (Rupees Thirty-Seven Lac) only to be paid by the Developer to the Owners within 6 (Six) months from the date of execution of this Agreement subject to settlement with the Owners of undivided 1/4th share of the aforesaid premises.



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-:: POSSESSION ::-

- The Owners shall give quiet, peaceful and unencumbered possession of the said property to the Developer simultaneously with the execution of this Agreement enabling the Developer to survey the entire property and for making soil testing and preparation of the proposed Building, failing which time to be extended.
- 2. The Developer shall complete the construction of the Building positively within 18 (Eighteen) months from the date of getting peaceful vacant khas possession of the said property from the Owners and/or from the date of getting Plan sanction from the Kolkata Municipal Corporation, whichever will be the later and shall hand over the Owners' allocation by the Developer with the arrangements and other accessories as per specification given details in **SCHEDULE**: "D" hereunder written.
- 3. The Developer shall on completion of the proposed Building put the Owners in undisputed possession of the Owners' allocation together with all rights in common to the common portion as absolute Owners thereof.



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- 4. The Developer shall be exclusively entitled to the Developer's allocation in the proposed Building with exclusive right to transfer or otherwise deal with or dispose of without any right, title, claim or interest therein whatsoever with or disturb the quiet and peaceful possession of the Developer's allocation. The Owners shall only transfer by way of proper Deed of Conveyance/s either in favour of the Developer or in favour of the nominee/s of the Developer, the undivided share of the land excepting the proportionate share of land of the Owners.
- 5. In so far as necessary all dealing by the Developer in respect of the proposed Building shall be in the name of the Owners for which purpose the Owners undertake to give the Developer a Rower of Attorney in a form and manner reasonably required by the Developer. It being understood however that such dealings shall not in any manner fasten or create any financial or legal liabilities upon the Owners nor there shall be any clause inconsistent with or against the terms mentioned in this Agreement.



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6. That the Owners shall execute the Deed of Conveyance/s in favour of the Developer or its nominee/s in respect of Developer's allocation of the proposed Building as shall be required by the Developer all costs and all expenses including Income Tax Clearance Certificate in that behalf will be borne and paid by the Developer.

-:: COMMON FACILITIES ::-

- 1. The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the said Building accruing due as and from the date of handing over vacant possession of the said property or part of it by the Owners to the Developer. If there are any dues of property taxes or any other taxes regarding the said property before the date of handing over the same to the Developer that would be borne by the Owners.
- 2. As soon as the proposed Building shall be completed within the time hereinafter mentioned the Developer shall give written notice to the Owners for their allocation in the Building and there being no dispute regarding completion



DISTRICT SUP REGIST: 2 JH SOUTH 24 PGS., ALIPORE of the Building in terms of this Agreement and according to the Specification and Plan thereof and certificate of the Architect being produced to the effect and after 30 (Thirty) days from the date of service of such notice and at all times thereafter the Owners shall be exclusively responsible for payment of all Municipal and property taxes, rates, duties and other public outgoings and imposition whatsoever (hereinafter for the sake of brevity referred to as "the **SAID RATES**") payable in respect of the Owners' allocation, the said rates to be apportioned prorata with reference to the saleable space in the Building, if the same are levied on the Building as a whole.

- 3. Any transfer of any part of the Owners' allocation in the proposed Building shall be subject to the provisions hereof and the transferee shall thereafter be responsible in respect of the space transferred for payment of the said rate and service charges for the common facilities.
- The Owners shall not do any act, deed or thing whereby the Developer shall be prevented from construction completion of the said Building.



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-:: COMMON RESTRICTION ::-

- The Owners' allocation in the proposed Building shall be subject to the same restrictions on transfer and use as are applicable to the Developer's allocation in the proposed Building intended for common benefits of all occupiers of the proposed Building which shall include the followings.
- 2. The Owners shall not use or permit to be used of the Owners' allocation in the proposed Building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisances hazard to the Owners, occupiers of the proposed Building. The Developer and its nominee/s shall also not use or permit to be used of the Developer's allocation in the proposed Building or any portion thereof for carrying of any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance hazards to the Owners of the proposed Building.
- Both the Parties shall abide by all laws, bye-laws, rules and regulation of the Government, Local Bodies and



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Associations when formed in future as the case may be without invading the right to the Owners.

- 4. The respective Allottees shall keep their respective allocation in the proposed Building in good working conditions and repairs. The roof and the staircase and other common spaces should be cleared by the respective Allottees after the end of ceremonial occasions, if any.
- Neither Party shall throw accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the proposed Building or in the compound corridors any other portions of the proposed Building.

-:: OWNERS' OBLIGATION ::-

- The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the Building at the said property by the Developer.
- The Owners hereby agree and covenant with the Developer not to do any act or deed or thing hereby the



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Developer may be prevented from selling, assigning and/or disposing of any portion or portions of the Developer's allocation/portion in the proposed Building.

- 3. The Owners hereby agree and covenant with the Developer not to let out, grant, lease, mortgage and/or charges the allocated portion of the Developer in the super built-up construction but shall have all right to let out grant, lease, mortgage and/or charges, the Owners' allocated portion to any person/s, company/ies save and except the Developer's allocation. The Developer also shall not have any right to let, grant, lease, mortgage and/or charges the allocated super built up area of the Owners but shall have all right to let out grant, lease, booking money etc. from the person/s, company/ies in respect of the Developer's allocation.
- 4. The Owners hereby agree and covenant that the existing Tenants in respect of the said property will be negotiated by the Developer herein but the negotiation cost and/or space allocation for Tenants to be adjusted from their allocation.



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5. The Owners shall render all possible help to the Developer to negotiate with the Owners of the undivided 1/4th share of the said premises and so long it will not be done by the Owners, uptil then this Agreement will not be received on any ground whatsoever and it is the obligation of the Owners to do the aforesaid jobs, so that the Developer shall be able to sanction the Building Plan and to construct the proposed Building.

-:: DEVELOPER'S OBLIGATION :-

The Developer hereby agrees and covenant with the Owners:-

- 1. The Developer shall complete the construction of the proposed Building within 18 (Eighteen) months from the date of getting peaceful vacant khas possession of the said property from the Owners and/or from the date of getting Plan sanction from the Kolkata Municipal Corporation, whichever will be the later, the time of completion of the Building shall be strictly observed. The period of construction will be reasonably extended, if there be any force majeure, natural calamity or situation beyond the control of the Developer and also negotiation with the other co-sharers, who is the Owners of undivided 1/4th share of the aforesaid premises.
- The Developer shall not to violate or contravene any of the provisions or rules applicable for construction of the Building.



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- The Owners shall at the first instance entitled to get their allocation and thereafter the Developer shall handover its allocation to its nominee/s.
- 4. The Developer shall at its own cost demolish the present existing 2 (Two) storied Building standing thereon and shall enjoy the debris and salvages at its own whims and desire.
- 5. That the Developer shall at its own endeavor negotiate with the existing Tenants of the said property either to be provided space/s from the new Building or by money value and the same to be adjusted from the Owners' allocation.
- 6. That the Developer shall not provide any alternative accommodation for any of the Owners herein during the period of constructional work of the proposed Building till handing over possession of the Owners' allocation.

-:: OWNERS' INDEMNITY ::-

The Owners hereby undertake that the Developer shall be entitled to the said constructions and shall enjoy its allocated



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portion without any interference and/or disturbance provided the Developer's performance and fulfillment all and singular the terms and conditions herein contained and/or its part to be observed and performed.

-:: DEVELOPER'S INDEMNITY ::-

- 1. The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act of commission of the Developer in or in relation to the construction of the said proposed Building strictly in terms of the Plan to be sanctioned by the Kolkata Municipal Corporation on that behalf.
- The Developer hereby undertakes to keep the Owners indemnified against all action suits, costs, proceedings and claims that may arise out of the Developer's allocation with regard to the development of the said premises and/or in the matter of construction of the Building and/or any defect therein.



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-:: MISCELLANEOUS ::-

- 1. The Owners and the Developer have entered into the Agreement/s purely as a contract and nothing contained herein shall be deemed to construe as Partnership between the Developer and the Owners. The Parties hereto can proceed with this Agreement.
- or assignment or conveyance in land by the Owners of the said property or any part thereof to the Developer or as creating any right title and interest in respect thereof in the Developer other than an exclusive right to exploit the same in terms thereof provided however the Developer shall be entitled to borrow money from any Bank/s without creating any financial liability on the Owners of effecting and their estate shall not be encumbered and/or be liable for payment of any dues of such Bank/s and for that purpose the Developer shall keep the Owners' indemnified against all actions suits proceedings and cost charges and expenses in respect thereof.
- Any notice required to be given by the Developer/Owners shall without prejudice to any other mode of service



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available be deemed to have been served upon the Owners/Developer, if sent to them under registered post with acknowledgement due at the address given in this Agreement.

- 4. That the Owners hereby fully agree and consent that the Developer shall have the right to advertise, fix hoarding or signboard of any kind relating to the publicity for the benefit or commercial exploitation of the proposed Building from the date of execution of this Agreement.
- 5. The original Agreement and a Xerox copy of the deeds in respect of the said property shall be kept at the City Office of the Developer or at the Office of its agent for the inspection of the intended Purchaser/s.

-:: FORCE MAJURE ::-

1. The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations was prevented by any Force Majeure and this contract shall remain suspended during the duration of such majeure, if any for the reasonable time.



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 The Force Majeure shall mean floods, earth quake, riot, war, storm, tempest, civil commotion, strikes, pandemic, lock-out and/or any other fact or commission beyond the control of the parties hereto.

-:: JOINT OBLIGATION ::-

- The Developer shall develop and construct multistoried Buildings on the said land as per Corporation Rules after utilizing the available F.A.R. as per present rules in vogue.
- 2. The Owners will lend their names and signatures in all paper, Plans, documents and deeds those may come on the way of the Developer for successful implementation of the project since the project will be developed in the Owners' name and under the Owners' allocation.
- 3. The Owners will forward to the Developer, the original Title Deed/s of the land on execution of the Agreement for Developer's record and reference against proper acknowledgement and receipt. The Developer shall return all original Title Deed/s of the property to the Owners'



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Association for its preservation.

4. If the Developer fails and neglects to delay in completing the entire project and/or to hand over the Owners' allocation within the stipulated period the Developer shall pay a sum of Rs.5,000/- (Rupees Five Thousand) only per month to the Owners towards compensation.

THE SCHEDULE: "A" ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PROPERTY/PREMISES)

ALL THAT piece and parcel of undivided 3/4th share of the land measuring an area of 3 (Three) Cottahs be the same a little more or less at present by physical measurement land area comes to undivided 2 (Two) Cottahs 10 (Ten) Chittacks more or less together with old dilapidated 2 (Two) storied Building, having 1600 (One Thousand Six Hundred) Square Feet in each floor, totaling 3200 (Three Thousand Two Hundred) Square Feet more or less standing thereon, being known and numbered as Municipal Premises No.128/2, Hazra Road, Police Station: Kalighat, Kolkata: 700026, within the limits of the Kolkata Municipal Corporation, under Ward No.73, bearing Assessee No.11-073-11-0028-7, District Sub-Registry Office at Alipore,



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District: 24 Parganas (South) together with all right, title, interest and right of easement attached thereto and the entire premises is butted and bounded by :-

ON THE NORTH

: 128/1 Horzan Road, : 128/3 Horzan Road, : 128/4 A Horzan Road,

ON THE SOUTH

ON THE EAST

ON THE WEST

40' wide Road.

THE SCHEDULE: "B" ABOVE REFERRED TO

(DESCRIPTION OF THE OWNERS' ALLOCATION)

ALL THAT on completion of the proposed Building, the Owners shall be at the first instance entitled to get 50% of the total F.A.R. out of 100% of the total F.A.R. as per calculation in respect of their land share only from the proposed Building in finished, habitable and complete condition and the fittings, fixtures and arrangements as will be provided by the Developer in the said allocation are fully described in the SCHEDULE: "D" hereunder written.

THE SCHEDULE: "C" ABOVE REFERRED TO

(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)

ALL THAT rests and/or remaining share of the proposed Building/s in the said property save and except the Owners'



DISTRICT SITE SOUTH 24 PC C

" 8 JUL 2021

allocation. The said rests and remaining areas means several Flat/s, Shop/s, Car Parking Space/s and other space/s and proportionate share including common spaces, places, staircases, lift and the Developer shall have the right to sell, mortgage and/or rent out the same in whole or in part together with proportionate share of land at the said property, with right to enter into Agreement for Sale of Flat/s, Shop/s, Car Parking Space/s and other 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 Owners.

THE SCHEDULE: "D" ABOVE REFERRED TO

(DESCRIPTION OF THE SPECIFICATION)

* BUILDING :-

Building designed or R.C.C. foundation of multistoried.

FOUNDATION:-

Building designed of R.C.C. foundation.

STEEL:-

Steel quality available in the market.

❖ CEMENT :-

Standard quality available in the market.



DISTRICT SUS FACE SOUTH 24 PCS AS JUL 2021

STONE CHIPS:-

Standard quality available in the market.

SAND :-

Course sand and other sand shall be required.

* BRICKS :-

1st and 2nd class available in the market.

FLOORING:-

Bed rooms, toilet, drawing/dining will be finished with marble/vitrified tiles.

* TOILET :-

Toilet will be of tiles flooring with 6' high glaze tile all around.

PAINTING:-

All internal walls will be finished the plaster Paris. All external paintings will be with cement based paints. All doors and windows will be teak finish.

SANITARY:-

All internal pipe line will be concealed type. Soil lines are to be connected to underground, drainage pipes terminating in Corporation line, colour basin, colour commodes, jaguar fittings.



DISTRICT SUB REGISTRAR -III

·· 9 nn 2021

* WATER SUPPLY :-

Water will be supplied from the supply of Kolkata Municipal Corporation.

DOORS :-

All doors will be made up of commercial flash doors, main entrance door will be flush door.

WINDOWS:-

Aluminum siding with glass fittings including grill.

KITCHEN :-

Granite slab, steel sink and tiles fitted upto 4' height.

ELECTRICAL :-

Electrical points for light, fan, A.C. in all rooms and refrigerator.

* WORKS :-

P.V.C. wiring and complete with distribution board subdistribution board, switch board with piano type switches and 5 & 25 amp. plug point electrical points will be provided as per design given by architect.

ELECTRICAL :-

All conceal wiring. Havels/Finolex.

LIFT:-

Lift will be provided.



DISTRICT E

·· 8 JUI 2021

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 :-

Nirmal Mantighood

WITNESSES :-

1. Enshusis Basu Sto talé Anil Kr Basu 1/26 Metuj: Naya Kal-700092

Mirea chada.

Indrani Base

Signature of the OWNERS

2. Sarvoday Prahash Rupta Slott Tay Prahash Rupta. 9/6A, M. C. Lane, Kal- 20.

Prafted by me:-

Alipore Judges' Court, Kol: 27.

Signature of the DEVELOPER

Computer Typed by :-

Alipore Judges' Court, Kol: 27.



SOUTH 2 TO /:

- 8 JUL 2021

MEMO OF RECEIPT

RECEIVED of and from the within named Developer the within mentioned sum of Rs.3,00,000/- (Rupees Three Lac) only in terms of this Agreement, as per Memo below:-

MEMO

- 1. By an Account Payee Cheque bearing No.000118 dated 8.7.12021 drawn on ... H. D. F. C. BANK, at its Hinduston Manuel Branch in the name of the the Owner No.1 herein, amounting to Rs.1,00,000/-
- 2. By an Account Payee Cheque bearing No.000119

 dated 8.7.2021drawn on ...HDFC BANK.,
 at its Himluran Modern Branch in the name of the
 the Owner No.2 herein, amounting to Rs.1,00,000/-
- 3. By an Account Payee Cheque bearing No. 11.120 dated \$171202 drawn on HDFC. BANK..., at its Hinduran Manuel Branch in the name of the the Owner No.4 herein, amounting to Rs.1,00,000/-

Total Rs.3,00,000/-

(Rupees Three Lac) Only

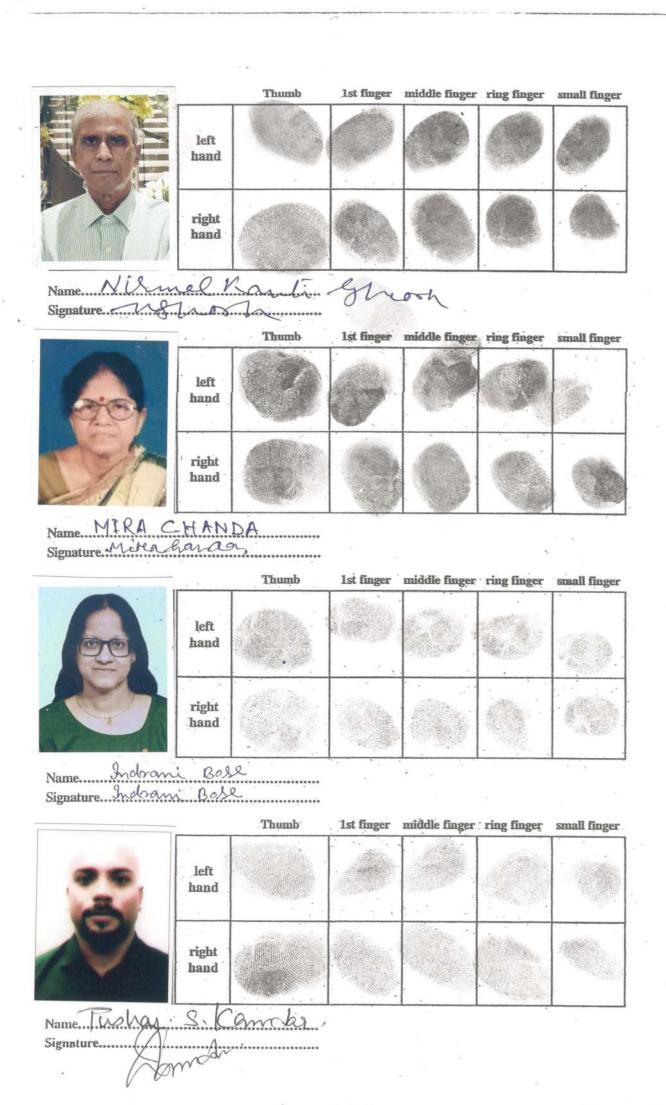
WITNESSES:

1 Subherin Bersu 1 S/O Late Anil Ko Beru 1/26 Netig: JY agas Kal-7000 92 Mitea enarda.

Signature of the OWNERS

2. Sarvoday Prahash Pupla S/OH. Joy Prahash Cupta. 9/6 A. M. C. Lane, KOL 20.

>





DISTRICT SUB PEGET PAR JIII SOUTH 24 PGS., AUPONE

-- 8 JUL 2021

ring finger Thumb middle finger small finger 1st finger left hand right hand PARTHA SANA Name..... Signature Port Non Sana 1st finger middle finger ring finger small finger Thumb left hand **PHOTO** right hand Name: Signature..... middle finger ring finger small finger 1st finger Thumb left hand РНОТО right hand Name.....

Signature.....



DISTRICT SUP REGISTRAR ALL SOUTH 24 PGS., ALIPORE

-- 8 JUL 2021

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER



TH /NAME

NIRMAL KANTI GHOSH

पिता का नाम ह अवस्था कर प्रसाद

PRAMATHANATH GHOSH

जन तिथि /DATE OF BIRTH

06-10-1942

हरताक्षर /SIGNATURE

आयकर आयुक्त, प्रश्ने ना।

COMMISSIONER OF INCOME-TAX, W.B. - III

Milmal Kantighon



आयकर विमाग INCOME TAX DEPARTMENT MIRA CHANDA PRAMATHA NATH GHOSH 18/04/1945

Permanent Account Number AGYPC6875D

Miralland

सारत गरकार GOVE OF THIS !!

Mirea enanda.



आयकर विमाग INCOME TAX DEPARTMENT



भारत सरकार GOVT. OF INDIA

INDRANI BOSE AMAL KANTI GHOSH 15/06/1965

Permanent Account Number

AIXPB0413F

Indran Boke

Signature



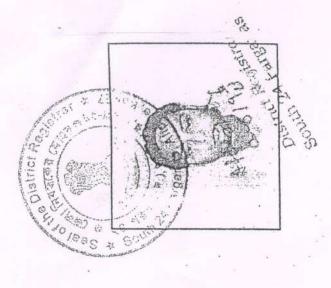
Indranie Boss





Signature





NAME Partha Sang. Rabindry Nouts
FATHER'S NAME Laft. Rabindry Nouts
Sang
FULL ADDRESS W. M. - Chakblagatati pun,
P.O. - Joangon, P.S - Uluberia
Ristroch Howrth.



UNDER THE POWERS

Conferred by the West engal Registration (Deed Writers) Rules 1982, the District Registrar, South 24 Parganas is pleased to issue this licence

DR & #DSR-ALPO

To practice as a Deed writer in

His Licence No. 194-1 132 Orf Place:
District Registrar Dated...19.4.20.13... South 24 Parganas

Partha Sang

	91-7	April 100 more one sale into	97 76	911	R. 15 depested		
1000 p	2000 A COM	Terrice ar Joinsig	STACKE THE STACKE	proc,	15-25 depo 524-2 Hrangh to Ch. 19.6, 13 6 15 depo 20 12, 5, 13 6 15 depo 20 12, 13, 13 15 depo 20 12, 14, 13 15 depo 20 12, 14, 13 15 depo 20 12, 14, 13 19.6, 13		٠٦
	Remarks, if	Signature & Designation of Renewing Authority	OT TO	RENE	Amount Remitted and Particulars of Remittance	Date	.oN
		RENEWAL	2 OE	ENI	ENDORSEM		

21 Parganas

Major Information of the Deed

Deed No:	I-1603-04715/2021	Deta SD		
Query No / Year	1603-2001035500/2021	Date of Registration	13/07/2021	
Query Date		Office where deed is re	where deed is registered	
Applicant Name, Address	25/06/2021 12:38:01 PM	1603-2001035500/2021		
& Other Details	PARTHA SANA ALIPORE POLICE COURT, Than BENGAL, PIN - 700027, Mobile N	a : Alipore, District : South 24-	Parganas, WEST	
Transaction		to . dodor 57 515, Status :Dee	d Writer	
[0110] Sale, Development A	Agreement or Construction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Othe than Immovable Property, Receipt [Rs : 3,50,000/-]		
Set Forth value		Market Value		
Stampduty Paid(SD)		Rs. 1,94,62,500/-		
Rs. 40,121/- (Article:48(g))		Registration Fee Paid		
Remarks		Rs 3 553/- (Artiple: F F)		
Certains	Received Rs. 50/- (FIFTY only) area)	from the applicant for issuing t	he assement slip (Urb.	

Land Details:

District: South 24-Parganas, P.S:- Kalighat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Hazra Road, Road Zone : (Tolly Nala -- Hazra More (Premises Nos. 113/1A to 128)) , , Premises No: 128/2, , Ward No: 073 Pin Code: 700026

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	A STATE OF THE PARTY OF THE PAR	Market	Other Details	
L1	(RS :-)		Bastu		2 Katha 10 Chatak	1/-	Value (In Rs.) 1,70,62,500/-	Width of Approach	
	Grand cture Deta	Total:			4.3313Dec	1 /-	170,62,500 /-	Road: 40 Ft.,	

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value	Other Details
S1	On Land L1		value (III RS.)	(In Rs.)	
	Off Laffu LT	3200 Sq Ft.	1/-	24,00,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 1600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type:

Floor No: 1, Area of floor : 1600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof

Total:	3200 sq ft	1 /-	24,00,000 /-	

Land Lord Details:

SI No	Name, Address, Photo, Finger print and Signature
1	NIRMAL KANTI GHOSH Son of Late PROMOTHO NATH GHOSH 128/2, HAZRA ROAD, City:-, P.O:- KALIGHAT, P.S:-Kalighat, District: South 24-Parganas, West Bengal, India, PIN:- 700026 Sex: Male, By Caste: Hindu, Occupation: Retired Person, of Execution: 08/07/2021 Admitted by: Self, Date of Admission: 08/07/2021, Place: Pvt. Residence, Executed by: Self, Date of Admitted by: Self, Date of Admission: 08/07/2021, Place: Pvt. Residence
	MIRA CHANDA Wife of DEB KUMAR CHANDA A/27, REGENT PARK, RAHARA, City:-, P.O:- KHARDAHA, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700118 Sex: Female, By Caste: Hindu, Occupation: House Self, Date of Execution: 08/07/2021 Admitted by: Self, Date of Admission: 08/07/2021, Place: Pvt. Residence, Executed by: Self, Date of Admission: 08/07/2021, Place: Pvt. Residence NDDANI BOSS
3 	Wife of SAMAR BOSE AK-31, SALT LAKE SECTOR II, City:-, P.O:- SECH BHAWAN, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: Alxxxxxx3P, Aadhaar No: 24xxxxxxxx9451, Status: Individual, Executed by: Self, Admitted by: Self, Date of Admission: 08/07/2021, Place: Pvt. Residence, Executed by: Self, Date of Admission: 08/07/2021, Place: Pvt. Residence

Developer Details :

SI No	Name, Address, Photo, Finger print and Signature
	SUN ENTERPRISE 21/4, ASWINI DUTTA ROAD, City:- , P.O:- SARAT BOSE ROAD, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 , PAN No.:: AKxxxxxx1M, Aadhaar No Not Provided by UIDAI, Status: Organization,

Representative Details:

SI No	Name,Address,Photo,Finger print and Signature
	TUSHAR S KAMDAR (Presentant) Son of Late SHARAD H 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.:: AKxxxxxxx1M, Aadhaar No: 72xxxxxxxxx5991 Status Representative, Representative of: SUN ENTERPRISE (as PROPRIETOR)

Identifier Details :

Name	Photo	Finger Print	0:
PARTHA SANA Son of Late R N SANA ALIPORE, City:-, P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027		r inger Frint	Signature

Identifier Of NIRMAL KANTI GHOSH, MIRA CHANDA, , INDRANI BOSE, TUSHAR S KAMDAR

SI.No	From	To. with area (Name-Area)	
1	NIRMAL KANTI GHOSH	SUN ENTERPRISE-1.08281 Dec	
2	MIRA CHANDA	SUN ENTERPRISE-1.08281 Dec	
3		SUN ENTERPRISE-1.08281 Dec	
4	INDRANI BOSE	SUN ENTERPRISE-1.08281 Dec	
Transi	fer of property for S1		
SI.No	From	To. with area (Name-Area)	
1	NIRMAL KANTI GHOSH	SUN ENTERPRISE-800.00000000 Sq Ft	
2	MIRA CHANDA	SUN ENTERPRISE-800.00000000 Sq Ft	
3		SUN ENTERPRISE-800.000000000 Sq Ft	
)			

Endorsement For Deed Number : I - 160304715 / 2021

On 08-07-2021

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

Presented for registration at 19:16 hrs on 08-07-2021, at the Private residence by TUSHAR 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

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

Execution is admitted on 08/07/2021 by 1. NIRMAL KANTI GHOSH, Son of Late PROMOTHO NATH GHOSH, 128/2, HAZRA ROAD, P.O: KALIGHAT, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Retired Person, 2. MIRA CHANDA, Wife of DEB KUMAR CHANDA, A/27, REGENT PARK, RAHARA, P.O: KHARDAHA, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700118, by caste Hindu, by Profession House wife, 3. INDRANI BOSE, Wife of SAMAR BOSE, AK-31, SALT LAKE SECTOR II, P.O: SECH BHAWAN, Thana: North Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700091, by

Indetified by PARTHA SANA, , , Son of Late R N SANA, ALIPORE, 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 08-07-2021 by TUSHAR S KAMDAR, PROPRIETOR, SUN ENTERPRISE (Sole Proprietoship), 21/4, ASWINI DUTTA ROAD, City:-, P.O:- SARAT BOSE ROAD, P.S:-Lake, District:-South 24-

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



Debasish Dhar DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-**PARGANAS**

South 24-Parganas, West Bengal

On 13-07-2021

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 Payment of Fees

Certified that required Registration Fees payable for this document is Rs 3,553/- (B = Rs 3,500/-, E = Rs 21/-, H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 3,521/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/07/2021 1:51PM with Govt. Ref. No: 192021220026728281 on 07-07-2021, Amount Rs: 3,521/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1490816432 on 07-07-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100/-, Description of Stamp

1. Stamp: Type: Impressed, Serial no AG0247, Amount: Rs.100/-, Date of Purchase: 13/05/2021, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/07/2021 1:51PM with Govt. Ref. No: 192021220026728281 on 07-07-2021, Amount Rs: 40,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1490816432 on 07-07-2021, Head of Account 0030-02-103-003-02

Shan

Debasish Dhar

DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1603-2021, Page from 148394 to 148445
being No 160304715 for the year 2021.



Shan

Digitally signed by DEBASISH DHAR Date: 2021.07.28 16:46:16 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 2021/07/28 04:46:16 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS West Bengal.

(This document is digitally signed.)