

13/05/22

भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

M 492567

2000791318/2022

Certified that this document is
admitted to Registration. The
signature sheet and the
Endorsement sheet attached to the
document are part of this document.

Additional Dist. Sub Registrar
Sealdah

13/5/22

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this
28th day of April 2022 (Two Thousand and Twenty-
Two) Christian Era.



2882 value 500/-
Date 20-04-2022

Sold to
Address

Vendor

Sealdah Civil Court
(ALOKA MUKHERJEE)

M/s. Kamalleshwar Construction

22A, Raja Naba Krishna Street
P.S. Shyambukur, Kolkata-700015



Identify me
Rabindranath Bose
Advocate
Sealdah civil court
Kolkata: 700015
Enrol WB. 26 of 2011.
Mr 8777069965



B E T W E E N

(1). **SRI SAMIR DAS** (PAN-ADRPD3092M, AADHAAR No. 2986 6493 6541 & Mobile No. 9831271079), son of Late Durjodhan Das, aged about 58 years, by Occupation- Business and (2). **SRI SUBIR DAS** (PAN-AESPD5954Q, AADHAAR No. 7255 2566 7189 & Mobile No. 9609824414) aged about 53 years, by Occupation- Business, son of Late Durjodhan Das, both by faith -Hindu, Nationality- Indian, both are residing at Premises No:- 149, Bidhan Nagar Road, Post Office- Ultadanga Main Road, Police Station- Manicktola, Kolkata-700 067, District- South-24 Parganas, West Bengal hereinafter jointly called and referred to as the **"LANDLORDS / OWNERS"** (which expression shall unless exclude by or repugnant to the context be deemed to include their legal heirs, executors, administrators, representative and assigns and nominee or nominees) to as the **FIRST PART.**

A N D

M/S. KAMALESHWAR CONSTRUCTION Sole Proprietorship Firm having its registered Office at Premises No. 22A, Raja Naba krishna Street, Post Office- Hatkhola, Police Station -Shyampukur, Kolkata- 700 005, District: Kolkata, in Ward No.010, Borough -II, within limits of the Kolkata Municipal Corporation, represented by its Proprietor

namely **SRI KAMALESH SEAL (PAN NO. ATKPS6620B, AADHAAR No.3209 8622 4956 and Mobile No.9830024736)** aged about 55 years, son of Late Sudhir Kumar Seal, by Nationality -Indian, by faith-Hindu, by Occupation- Business , residing at Premises No:- BD-374,Salt-Lake City, Sector-I, Post Office-Bidhannagar C.C. Block, Police Station- Bidhannagar North, Kolkata-700 064, District: North 24-Parganas, West Bengal ,hereinafter called and referred to as the **"DEVELOPER/ CONFIRMINGPARTY"** which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successor -in-interest successors in office, legal administrators, representative and assigns) of the **SECOND PART.**

AND WHEREAS background of title as the Owners/Vendors therein One Narendra Nath Dalal and other Co-owners were the absolute and joint owners of Vacant Land measuring of an area **4(Four) Kathas 13(Thirteen) Chittacks and 29 (Twenty-Nine) Square Feet more or less** lying and situated at Premises No.149, Ultadanga Main Road now Bidhan Nagar Road, Kolkata-700 067. Police Station- Maniktala, in Mouza- Ultadanga, District-24 Parganas (South) West Bengal, Within the Limits of Calcutta together with other movable and immovable properties. The said Narendra Nath Dalal was gets by way of an Allotment on the strength of One Amicable Partitioned Settlement Deed dated 22nd December,1961

which was executed and registered at District Registry Office at Alipore and recorded in Book No.1, Volume No.92, Pages 108 to 123 being Deed No.3704 for the year,1961.

AND WHEREAS the said Owner/Vendor therein Narendra Nath Dalal sold, transferred and conveyed the aforesaid demarcated Plot of land measuring of **Land 4 (Four) Kathas 13 (Thirteen) Chittacks and 29 (Twenty Nine) Square Feet more or less** lying and situated at Premises No.149 , Ultadanga Main Road, Police Station- Manicktola, Calcutta unto and in favour of his son Sri Subodh Kumar Dalal by the strength of a Registered Deed of Sale, executed and registered on 13.05.1969, registered at Joint Sub Registry Office, Alipore and recorded in Book No.1, Volume No.74, Pages 131 to 134 Being Deed No. 2116 for the year 1969. By virtue of said Deed of Sale said Sri Subodh Kumar Dalal became the sole and absolute owner of the said property and remainder peaceful & uninterrupted possession of the same after having mutated his own name in the Calcutta Corporation and Government records and paid Taxes/Rents etc. in respect of the said property to the respective concerns.

AND WHEREAS the said Owner/Vendor therein Sri Subodh Kumar Dalal sold, transferred and conveyed in portion of the Premises demarcated Plot of land being **"LOT-A"** measuring an area **2(Two) Katahs and 8(Eight) Chittacks out of total**

measuring of Land 4(Four)Kathas 13(Thirteen) Chittacks and 29(Twenty Nine) Square Feet more or less lying and situated at Premises No.149, Ultadanga Main Road, Police Station- Manicktola, Calcutta unto and in favour of Sri Durjodhan Das on the strength of a Registered Deed of Sale executed and registered on **26.11.1976** at Sub Registry Office, Alipore and recorded in **Book No.1, Volume No.169, Pages 13to 18 Being Deed No. 5839** for the year 1976. By virtue of said Deed of Sale said Late Durjodhan Das became the sole and absolute owner of the said Late Durjodhan Das became the sole and absolute owner of the said **Lot A** property and remainder peaceful & uninterrupted possession of the same.

AND WHEREAS the said Owner/Vendor therein Subodh Kumar Dalal further sold, transferred and conveyed in rest portion of the Premises demarcated Plot of land being "**LOT-B**" measuring an area **2(Two) kathas and 5(Five) Chittacks and 29 (Twenty Nine) Square feet** lying and situated at Premises No.149, Ultadanga Main Road, Police Station- Manicktola, Calcutta unto and in favour of Sri Durjodhan Das by the strength of a Registered Deed of Sale , executed and registered on 14.08.1978, registered at Alipore Sub Registry Office, 24- Parganas and recorded in Book No.1, Volume No.182, Pages 246 to 251 Being Deed No. 4809 for the year 1978. By virtue of the aforesaid two separate Deed

of Sale said Sri Durjodhan Das became the sole and absolute owner of the said **Lot-A and Lot-B** properties as total measuring land an area 4(Four) kathas, 13(Thirteen) Chittacks and 29(Twenty-Nine) Square Feet of said **Lot-A & Lot-B** jointly mutated his own name in records of the Calcutta Municipal Corporation being **Assessee No. 110130301370** and Government records and paid Taxes in respect of the said property to the respective concerns and have been possessing adversely openly and uninterruptedly along with free from all encumbrances, liens, charges and whatsoever.

AND WHEREAS the said Late Durjodhan Das submitted a plan for construction of building to the Corporation of Calcutta and the same has been sanctioned by the Corporation of Calcutta and constructed partly one storied brick-built building.

AND WHEREAS the said sole and absolute Owner Durjodhan Das expired on 16.12.2005 who was intestate, and his predeceased wife Smt. Bharati Das died on 08.11.1993 who was intestate leaving behind their two sons and two married daughters the following legal surviving heirs:

1. Smt. Subhra Datta (deceased) as on 2nd July 2021 Married Daughter.

(a) Debasis Datta & (b) Supratik Datta being the only legal

heirs being the Husband and Son of the deceased married daughter Smt.Subhra Datta in respect of her 1/4th share of the said property.

2. Sri Samir Das	-----	Elder Son
3. Smt. Sikha Das	-----	Married Daughter
4. Sri Subir Das	-----	Younger Son

So, after death of said Durjodhan Das and Bharati Das leaving behind them, their two sons and two daughters became the absolute and joint owners of the said property in undivided $\frac{1}{4}$ th shares each equally devolved and surviving according to Indian Hindu Succession law and there are no other legal heirs and successors excepts the above persons and having jointly mutated their own names in records of the Kolkata Municipal Corporation being **Assessee No. 110130301370** and Government records and paid Taxes in respect of the said property to the respective concerns and have been possessing adversely openly and uninterruptedly along with free from all encumbrances, liens, charges and whatsoever.

AND WHEREAS after demise of the said Durjodhan Das and his wife Bharati Das leaving behind their Two sons and Two married Daughters and one of the daughters named as Subhra Datta now deceased and by virtue of Hindu

Succession Act her only son named as Supratik Datta and her husband named as Debasis Datta being the absolute owner of her $\frac{1}{4}$ th share of the said total property left by her deceased parents above named, whose names are mentioned herein above as their legal heirs and successors in interest in respect of his aforesaid property fully mentioned in the First Schedule Property as the said total Land measuring about an area **4(Four) kathas13 (Thirteen) Chittacks and 29(Twenty Nine) Square Feet which equivalent to 3,494 (Three Thousand Four Hundred & Ninety Four) Square Feet** That one of the daughters of the original landlady named Smt. Sikha Das gifted her $\frac{1}{4}$ th share of the said land to her one of the brothers namely Samir Das vide Deed No. 60307011 / 2021, Book No.- I, Volume No. 1603-2021, Pages from 220466 to 220491 got registered from the District Sub Registrar III, South 24 Parganas at Alipore.

AND WHEREAS that one of the daughters of the original landlady Smt. Subhra Datta who was expired and her legal heir namely Sri Debasis Datta and Sri Supratik Datta gifted their $\frac{1}{4}$ th share of the said property in favour of namely Subir Das vide Deed No.160601390 /2022, Book No.-1, Volume No.1606-2022, Pages from 54285 to 54322 got registered from the Additional District Sub-Registrar, Sealdah, South 24 Parganas.

AND WHEREAS be it specifically stated that by way of inheritance the Owners / Landlords are the absolute joint

owners of the Premises / Schedule Property free from all encumbrances and have the right to transfer the said property and the Schedule mentioned Property is not situated within notified area, cantonment area, leasehold property and Thika Tenancy Property and no embargo/restriction have been imposed by any competent Authority/ Government Authority / the Honourable Court and there exists no litigation over the property.

AND WHEREAS the said Landlord / Owners herein desirous to make construct of a Multi - Storied Building on the Property consisting with several Flat / Units according to the drawing, plan and specification drawn by the Architect and other part Developer herein hereby have agreed with the Landlords / Owners for the construction of the proposed Multi Storied R.C.C. framed structure with brick-built building various numbers of floors on the said property at its own cost and expenses the said proposed multi storied building shall be partly G+IV and partly G+V may be constructed in case necessary permission granted from the competent authority/KMC.

AND WHEREAS the Second Part herein hereby inspected and verified the property, which is free from all encumbrances, charges, liens, lispens, attachments, claims, demands, acquisitions and requisitions in any manner and the Owners

have good marketable title thereto. The SECOND PART herein has also verified by virtue of searching the property and after being fully satisfied and found the property free from all encumbrances agreed to develop the said property.

AND WHEREAS the Landlords herein shall put their respective signature on this instrument after approving the proposed plan of the premises.

AND WHEREAS this joint venture agreement will be solemnized at a consideration of Rs 24,00,000.00/- (Twenty-Four Lacs only) to be paid by the Second Party to the First Parties as refundable money and presently the Second Party is paying Rs 24,00,000.00/- (Rupees Twenty-four Lacs Only) i.e., Rs. 12,00,000.00/- (Rupees Twelve Lacs Only) to each of the owners at the time of signing the Development Agreement.

By virtue of mutual discussion, it is decided that the proposed building will be constructed by the Second Part and First part shall be enjoy 50% share each. In case another floor i.e., G+V is constructed with permission from the competent authority then said constructed area will be divided 60:40 ratio. More specifically the First Part will get 40% and the Second Part will get 60% of the constructed area only and all the common places of the said new proposed building will be 1:1 ratio. All

the units will have unique separate postal address, electric meter, electric connections and water connection.

AND WHEREAS to avoid future litigation it is clearly decided that second floor and one commercial unit and one unit parking space + one fourth part of another one parking space shall be remitted to Sri Samir Das on the other hand, third floor and one commercial unit and one unit parking space + on fourth part of another one parking space shall be remitted to Sri Subir Das. Moreover; the fifth floor which allocated to the First Part, shall be remitted to both the Samir Das and Subir Das 1 : 1 ratio in case of construction after having permission from competent authority.

AND WHEREAS Rs. 15,000/- (Rupees Fifteen Thousand Only) to each of the owners per month as shifting charges which will be bear by the Developer for the period of 26 months which shall be the period of completion of construction. The Other part herein shall pay 18% of the project value every month in case of delay of construction period which is more than 26 months and shall be valid for next nine months. It is further stated that this agreement shall become cancelled, and the total project shall be transferred to First Part herein in case this project does not complete. Hence the maximum construction period is $26 + 9 \text{ months} = 35 \text{ months}$.

AND WHEREAS it is specifically mentioned that First Part herein shall not be liable for any such loan / credit / liabilities etc of the Second Part herein.

AND WHEREAS second part herein shall be liable to spent necessary expenditure till Registration and mutation proceedings in favour of first part allocation.

AND WHEREAS the First Part herein give free consent to complete development of the said property in favour of the Second Part subject to the performance of the terms, conditions, stipulations and respective obligations on the part of the developer contained in this agreement which are as follows: -

The Second Part hereby undertakes to complete the construction of the proposed multi-storied building as per the proposed Building Plan which to be sanctioned by the Kolkata Municipal Corporation.

AND WHEREAS that the parties are agreed name & style of the project shall be "**BHARATI BHABAN**".

That the Second Part further undertakes to complete the construction of the proposed building with building materials, mentioned as under: -

Point A

SPECIFICATION OF THE SAID BUILDING

FOUNDATION: R.C.C. Foundation with depth of 1.5 M cross strip type foundation as per approved sanctioned

plan by KMC with Tata steel of different diameter. That in all R.C.C. work will be Ambuja Cement shall be used in the new proposed building with preferable RMC Concrete.

STRUCTURE: 1.5 M cross strip type foundation as per approved sanctioned plan by KMC with Tata steel of different diameter. That in all R.C.C. work will be Ambuja /AltraTech Cement shall be used in the new proposed building with preferable RMC Concrete. Floor to ceiling height shall be at least 11'. And there shall be a R.C.C. loft over every bathroom which shall be $\frac{1}{2}$ of the carpet area of Bathroom and kitchen room.

BUILDING WALL: Brick wall with local No.1 brick of size 10"x 5"x 3" for 8" thick outer wall in 1:5 cement sand ratio and 5" thick partition wall inside of rooms in 1:5 cement and sand ratio. Ultra-Tech cement shall be used and watering to wall at least three times in day which shall be continued for seven days.

BOUNDARY WALLS: The height of the boundary wall shall be 6'-0"ft and 3' foundations with R.C.C. column which shall be 8' interval with tie beam and razor blade on top (Barbed tape) with $2\frac{1}{2}$ "x $2\frac{1}{2}$ " M.S. SAIL make angle.

EXTERNAL FINISH: Plaster with Ultra-Tech mortar and finished with decorative **Apex Ultima** of Asian paint over plaster with Birla putty to all sides.

INTERNAL FINISH: Brick Walls with Ultra-Tech plastered finished, with Birla Putty, Primer, and acrylic emulsion paint (ASIAN PAINT- **ROYALE** shine) with proper finish.

For Second Part allocation painting shall be as per the choice of Second Part.

DOORS :1st quality C.P. Teak wooden Main door with Malaysian Sal wood frame of 4"x 3" Malaysian Sal for main entrance and Malaysian Sal wood Frame and wooden panel door made of Miranteak in all other doors and best quality **Sintex** make PVC doors at Toilets only. This shall be applied for First Part allocation only. The entrance door and in all other door inside the flats all fitting shall be of brass make and lock shall be best quality GODREJ lock as per choice of First Part. For Second Part allocation door material shall be as per the choice of Second Part.

WINDOWS: All widows will be powder coated Aluminium Frame with sliding type Aluminium windows (Euro series 3track 3 shutter) of Hindalco (1.5MM) in **FIRST PART** allocation, finished with SAINT GOBIN transparent float one way glass with M.S.box type Grill fitting with best quality M.S. square bar only in **FIRST PART** allocation.

For Second Part allocation window material shall be as per the choice of Second Part.

FLOORING: All through 1st quality marble slab as per choice of the First Part @ Rs.150/- per Sft. the staircase will be of granite slab and common passage of the building will be of car parking tiles fixed on R.C.C. Floor.

For Second Part allocation floor material shall be as per the choice of Second Part.

KITCHEN: Branded porcelain Floor Tiles as per choice of First Part and Black Stone table with granite stone above table, and Somany kitchen tiles for wall up to 7' height, one sink of Hindware emerald stainless steel and Jaquar Tap. The kitchen aluminium window will be openable.

For Second Part allocation kitchen material shall be as per the choice of Second Part.

WATER SUPPLY: One underground water reservoir to be provided of capacity 10000 Litres. and One Overhead R.C.C. Water Tank of capacity 8000 Litres will be provided with pump into overhead tank and the 2 hp capacity of pump of **KIRLOSKAR** make will be installed for storage of water in the overhead water tank, each UNITS will have separate water supply line from the overhead water reservoir through "Supreme" Grade-I - 1" dia PVC pipes for inside and fittings. For Second Part allocation overhead tank and reservoir tank specification shall be as per the choice of Second Part.

SANITARY & PLUMBING: One Wall mounting "Cera"/Hindware make Commode, wall setting shower and wall mixture taps in bathroom along with antiskid branded bathroom tiles for flooring after applying sika/Dr Fixit damp proof chemical and concealed $\frac{3}{4}$ " diameter PVC (Supreme make) pipelines finishing, and large basin and complete branded wall tiles up to lintel level.

ELECTRICITY: Concealed Copper Wiring, switch, fan points, light points, and 16 Amp and 5 Amps Plug points in each bedroom. One exhaust fan point, two light point in both kitchen and bathrooms one 16 Amp switch for geyser and one 16 Amp. Plug point extra in kitchen, one bell point in front side of the main door. All switches are of **CABTREE** make and electrical wire are of **FINOLEX** make. 10 ft depth two earthing points with copper rods on the common passage of different directions on the ground floor. There will be copper lightning arrester on roof. There will be separate electric meter for the common area of the proposed building. Relating to electric wire, wire must be of **FINOLEX** Make. 6 sq.mm. wire from meter to distribution board, earthing 2.5sq.mm., 4sq.mm. for A.C. circuit earthing 1.5sq.mm., 2.5sq.mm for power plug and earthing 1sq.mm. wiring for fan light point wiring is 1 sq.mm. and earthing point for fan the wire is 1sq.mm. and light board 6-16 socket

16amp. In the Distribution box of flats Havell's MCB SP 032 / B32 for each room and one SIEMENS 5S M 3 312-0RC RCCB OF 25A and one SIEMENS double pole 63 Amp switch in meter room for CESC connection.

Electric box for meter will be provided at the south-east corner of proposed new building.

The Security Deposit with CESC Limited for each meter of each Flat, units, Rooms except Owners' units, will have to be deposited by the Purchaser/Purchasers of the flat, Rooms.

For Second Part allocation electrical equipment material shall be as per the choice of Second Part.

DRAINAGE: The drainage lines will be made as per sewerage plan sanctioned by KMC. The drainage line should be of 12 inches dia. supreme made PVC pipe and all required pits should also be of "supreme" make heavy duty pit.

TOILET FITTINGS & FIXTURES: Each toilet will be provided with the showers, one wall hanging commode, necessary tap of Jaquar (Continental Prime) make will be provided in the toilets.

For Second Part allocation toilet fittings material shall be as per the choice of Second Part.

COLOUR: All the internal wall surfaces and the ceiling will be finished with JK PUTTY and premium quality acrylic paint of

Asian paint royale shine only for First Part allocation.

For Second Part allocation colour material shall be as per the choice of Second Part.

BASIN: One Jaquar white basin on granite slab will be provided in the dining room and Back side wall of the basin should be finished with Somani make tiles.

For other part allocation basin material shall be as per the choice of Second Part.

CCTV: 16 channel IP camera CCTV shall be installed in different parts of the building. The NVR with 4tb storage and monitor shall be installed in the association room at ground floor.

LIFT: OTIS Lift, 4-6 persons with automatic door. No. of floor 0-5.

POWER BACKUP SYSTEM: GENERATOR OF 32 KVA of Size-7 x 4' x 5' (Height). Which shall be installed at south-east corner of the premises and shall be marked at proposed final plan.

ASSOCIATION FORMATION: Within 90 working days after having completion certificate (CC) the builders shall form Owner's association according to West Bengal Apartment Ownership Act.

SECURITY GUMTY: PVC make at front beside main gate.

GRILL GATE: Two grill gate shall be installed for the purpose of car security which will separate the commercial area and the common entrance spaces.

FIRE CONTROL SYSTEM: As per requirement of WBFES.

Point B

That the construction period of the proposed building within a period of 24 months from the date of obtaining the sanctioned building plan and grace period of is not more than 2 months. Second Part herein is liable to pay demurrage/compensation/ penalty / fine @ 18% Per Annum of

the valuation of the entire project valuation from the date of Default to the First Part herein and the said demurrage / compensation / penalty / fine will be continued for next 9 months afterward landlords shall not accept any such demurrage/compensation / penalty / fine and subsequently Second Part shall not have any such right over the scheduled property and landlord shall take control and physical possession of the entire scheduled property.

Point C

That the Second Part herein further undertakes to engage competent or qualified Architect, Engineer, Supervisor,

Surveyor, Labour, Contractor, Guards, Plumber, Electrician and such other person or persons for the purpose of construction of the proposed building and shall pay or bear their remunerations, fees, wages, salaries etc. and shall keep the owner harmless and indemnified against all third-party claims.

Point D

That in case any manufacturing defects arises after completion certificate date issued within 5 years of the said period then the said defects should be cured, and all the liability of the said manufacturing defects will be upon the said Developer.

Point E

That the developer shall pay or bear the costs for construction of the common areas and facilities in the proposed building, the

description of such common areas and facilities in the proposed building are fully and particularly specified as under –

~(COMMON AREAS)

- a) Entrance and exits to the said premises as per sanctioned plan by KMC.
- b) Boundary wall and main gate of the said building.
- c) Drainage and sewerage lines and other installations.

- d) Electrical wiring and other fittings.
- e) Staircase and stair landings, lobbies, on all the floors, entrance, lobbies, etc.
- f) CCTV –IP camera.
- g) Power Back up system,
- h) LIFT
- i) Water supply system, water reservoir, overhead tank together with all common plumbing installations for carriage of water in the said building.
- j) PVC Gumty for security person
- k) That no articles shall be stored, and no one can create any obstruction in free ingress and egress of the common area and common passage of the said proposed building.

Point F

The developer shall obtain the completion certificate from the municipal corporation in accordance with the building rules, separate electric meter facility and separate water connection, possession letter in respect of separate units before delivery of possession in favour of First Part herein and purchasers.

Point G

That the First Part hereby agrees and undertakes to sign and execute all letters, papers, receipts, documents, declarations, forms, applications or any other paper or papers or documents if required by the developer for the purpose of obtaining the sanctioned building plan from the Kolkata Municipal

Corporation or to any other statutory authority and the developer shall bear all costs on such account but Second Part herein cannot apply undue force to First Part for signature in such an instrument which is illegal and contrary to the interest of the First Part.

Point H

It is distinctly agreed and understood by and between the parties that the Second Part shall have right and authority to receive booking money, earnest money, consideration money of the developer's allocated portion.

Point I

SECOND PART SHARE/ALLOCATION: -

The Developer herein will be entitled to get entire First Floor and entire Fourth Floor and also 50% of the Car Parking Space along with 50% (Fifty Percent) commercial space on the Ground Floor in the proportionately front portion of the newly proposed constructed building as per sanctioned plan by the Kolkata Municipal Corporation. 50% car parking space and 328 sft commercial space which shall be mentioned and marked in the sanctioned plan.

To avoid future litigation, it is further stated that the exclusive staircase for first floor shall be adjusted with the commercial

portion of the Second Part herein. And Second Part Allocation shall be marked at Proposed Building Plan.

Point J

FIRST PART SHARE/ ALLOCATION: shall mean and include the remaining constructed area within the proposed buildings as agreed to be constructed upon due Sanctioned there of comprising Entire Second Floor and Third Floor and also and also 50% of the Car Parking Space along with 50% (Fifty Percent) commercial space on the Ground Floor in the proportionately front and back portion of the newly proposed constructed building as per sanctioned plan sanctioned by the Kolkata Municipal Corporation. To avoid future litigation, it is further stated that the exclusive staircase for first floor shall be adjusted with the commercial portion of the Second Part herein. 50% car parking space and (164+164) sft commercial space which shall be mentioned and marked in the sanctioned plan. And First Part Allocation shall be marked at Proposed Building Plan.

Point K

That the Second Part shall be liable to pay or bear all claims, damages, whatsoever or any labour disputes or claim for accident if any, during the period of construction.

Point L

It is agreed that Second Part proceeds sale of the scrap building materials and debris in which the First Part shall have no share (except spiral staircase, iron structure and PVC water tanks, and electrical fittings) and simultaneously the owners shall have no responsibility to bear any costs for demolition of the existing building.

That the First Part shall have the right to inspect of the said property during the period of construction to ascertain or verify the nature of construction and the quality of building materials to be used by the developer, but under no circumstances the owners shall be entitled to cause any hindrance obstruction or interference in the matter of construction of the building if the developer proceeds with the construction in terms of the building plan and the specification of the building materials as specified to this agreement, in case the Developer uses inferior quality materials which is contrary to the specification of the agreement herein then the Owners have every right to stop the construction work.

Point M

The parties further agree that in case of installation of new

electric meter for supply of electricity to the respective flats / units both owner's allocated flats, and the developer's allocated portion / flats, the respective costs for installation of electric meter with adequate load shall be paid or deposited by the parties on their own account, but the main electric distribution point will be taken at the cost of the Second Part. The responsibility of getting the connection lies exclusively with the developer as per the norms and rules of the CESC Ltd.

Point N

That the Second Part shall have the exclusive right and authority to publish any advertisement in any newspaper or advertising agency to draw the attraction of the prospective purchasers.

Point O

That the owners further agree and undertakes to sign, execute and register a Specific Power of Attorney to complete the construction proceedings in favour of the developer which shall be valid for not more than 36 months and the developer shall pay or bear all such costs for execution and registration of the said Power of Attorney so that the developer may complete the construction of the proposed building and to represent the owners smoothly to the prospective purchasers of the flats of the developer's allocation as mentioned in this agreement.

Point P**MEMO OF CONSIDIRATION**

RECEIVED from the within named Developer the sum of Rs. 24,00,000/- (Rupees Twenty-Four Lakhs Only) as per Development agreement
Rs.24,00,000/- (Rupees Twenty-Four Lakhs Only) as total consideration payable by these presents in the following manner:

Sl. No.	Bank	Branch	Cheque/DD/NEFT No.	Dated	In Favour of	Amount
1.	HDFC	Shyambazar	000204	21.02.2022	SUBIR DAS	Rs.2,00,000
2.	HDFC	Shyambazar	HDFCR 52022030952393407	09.03.2022	SUBIR DAS	Rs.5,00,000
3.	HDFC	Shyambazar	000009	11.05.2022	SAMIR DAS	Rs.7,00,000
4.	HDFC	Shyambazar	000010	13.05.2022	SUBIR DAS	Rs.5,00,000
5.	HDFC	Shyambazar	000011	13.05.2022	SAMIR DAS	Rs.5,00,000

Yamir Das
Subir Das

IN WITNESS WHEREOF the **PARTIES** hereunto set and subscribe their respective hands and seals on the day, month and year first above written.

WITNESSES: -

(1) Jamir Sen.

1. Debasis Saha
45/11, Uthadanga Road
Kolkata - 700014.

2. Ashok Shosh
5/1, Saris Tuhla Lane
KOL 700006

(2)

Subir Das

SIGNATURE OF OWNERS

For KAMALESHWAR CONSTRUCTION

Beal
Proprietor

SIGNATURE OF THE DEVELOPER

Drafted by me and
Prepared in my chamber

Rabindra Nath Bera
WB - 26/07/2011

Advocate:
Sealdah Civil Court
Bar Association Room No.501,
Kolkata-700 014.

Thumb . 1st finger middle finger ring finger small finger



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name SAMIR DAS
Signature Samir Das

Thumb . 1st finger middle finger ring finger small finger



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name SUBIR DAS
Signature Subir Das

Thumb . 1st finger middle finger ring finger small finger



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name KAMALESH SEAL
Signature For KAMALESHWAR CONSTRUCTION
Seal
Proprietor



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

GRN Details

GRN:	192021220203998391	Payment Mode:	Online Payment
GRN Date:	12/03/2022 12:59:22	Bank/Gateway:	State Bank of India
BRN :	IK0BOREJI9	BRN Date:	12/03/2022 13:03:34
Payment Status:	Successful	Payment Ref. No:	2000791318/4/2022

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Srijib Sundar Adhya
Address:	101/2 Sarat Chatterjee Road
Mobile:	9804182673
Depositor Status:	Others
Query No:	2000791318
Applicant's Name:	Mr RABINDRA NATH BERA
Identification No:	2000791318/4/2022
Remarks:	Sale, Development Agreement or Construction agreement Payment No 4

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000791318/4/2022	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2000791318/4/2022	Property Registration- Registration Fees	0030-03-104-001-16	14021
			Total	89042

IN WORDS: EIGHTY NINE THOUSAND FORTY TWO ONLY.





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

GRN Details

GRN: 192022230024426251 Payment Mode: Online Payment
GRN Date: 11/05/2022 18:34:27 Bank/Gateway: State Bank of India
BRN : IK0BRGTJK8 BRN Date: 11/05/2022 18:36:12
Payment Status: Successful Payment Ref. No: 2000791318/7/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Srijib Sundar Adhya
Address: 101/2, Sarat Chatterjee Road
Mobile: 9804182673
Depositor Status: Others
Query No: 2000791318
Applicant's Name: Mr RABINDRA NATH BERA
Identification No: 2000791318/7/2022
Remarks: Sale, Development Agreement or Construction agreement Payment No 7

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000791318/7/2022	Property Registration- Registration Fees	0030-03-104-001-16	10000 ✓
			Total	10000

IN WORDS: TEN THOUSAND ONLY.



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SAMIR DAS

DURJODHAN DAS

06/12/1963
Permanent Account Number

ADRPD3092M

Samir Das
Signature

25012007

Samir Das

Major Information of the Deed

Deed No :	I-1606-02350/2022	Date of Registration	13/05/2022
Query No / Year	1606-2000791318/2022	Office where deed is registered	
Query Date	10/03/2022 10:54:50 PM	A.D.S.R. SEALDAH, District: South 24-Parganas	
Applicant Name, Address & Other Details	RABINDRA NATH BERA SEALDAH CIVIL COURT 5TH FLOOR, ROOM NO 501, Thana : Entaly, District : South 24-Parganas, WEST BENGAL, PIN - 700014, Mobile No. : 8777069965, Status : Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 24,00,000/-]	
Set Forth value		Market Value	
		Rs. 3,57,03,427/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,521/- (Article:48(g))		Rs. 24,021/- (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:- Ultadanga, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bidhan Nagar Road, Road Zone : (Canal West Road -- Rail Bridge On Road) , , Premises No: 149 , Ward No: 013 Pin Code : 700067



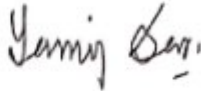


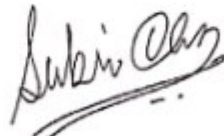
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	4 Katha 13 Chatak 29 Sq Ft		3,49,40,002/-	Property is on Road
Grand Total :				8.0071Dec	0 /-	349,40,002 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1000 Sq Ft.	0/-	6,58,125/-	Structure Type: Structure
Floor No: 1, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L1	400 Sq Ft.	0/-	1,05,300/-	Structure Type: Structure
Floor No: 1, Area of floor : 400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		1400 sq ft	0 /-	7,63,425 /-	





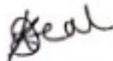
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr SAMIR DAS Son of Late DURJODHAN DAS Executed by: Self, Date of Execution: 28/04/2022 , Admitted by: Self, Date of Admission: 13/05/2022 ,Place : Office	Photo  13/05/2022	Finger Print  LTI 13/05/2022	Signature  13/05/2022
149, BIDHAN NAGAR ROAD,, City:- Not Specified, P.O:- ULTADANGA MAIN ROAD, P.S:-Maniktala, District:-South 24-Parganas, West Bengal, India, PIN:- 700067 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx2M, Aadhaar No: 29xxxxxxxx6541, Status :Individual, Executed by: Self, Date of Execution: 28/04/2022 , Admitted by: Self, Date of Admission: 13/05/2022 ,Place : Office				
2	Name Mr SUBIR DAS Son of Late DURJODHAN DAS Executed by: Self, Date of Execution: 28/04/2022 , Admitted by: Self, Date of Admission: 13/05/2022 ,Place : Office	Photo  13/05/2022	Finger Print  LTI 13/05/2022	Signature  13/05/2022
149, BIDHAN NAGAR ROAD,, City:- Not Specified, P.O:- ULTADANGA MAIN ROAD, P.S:-Maniktala, District:-South 24-Parganas, West Bengal, India, PIN:- 700067 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AExxxxxx4Q, Aadhaar No: 72xxxxxxxx7189, Status :Individual, Executed by: Self, Date of Execution: 28/04/2022 , Admitted by: Self, Date of Admission: 13/05/2022 ,Place : Office				




Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	MS KAMALESHWAR CONSTRUCTION 22A, Raja Naba Krishna St., City:- Kolkata, P.O:- HATKHOLA, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700005 , PAN No.:: ATxxxxxx0B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr KAMALESH SEAL (Presentant) Son of Late SUDHIR KUMAR SEAL Date of Execution - 28/04/2022, , Admitted by: Self, Date of Admission: 13/05/2022, Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
	May 13 2022 2:13PM	LTI 13/05/2022	13/05/2022	
BD-374,SALT-LAKE CITY, SECTOR-1,, City:- Bidhannagar, P.O:- BIDHANNAGAR C C, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ATxxxxxx0B, Aadhaar No: 32xxxxxxxx4956 Status : Representative, Representative of : MS KAMALESHWAR CONSTRUCTION (as PROPRIETOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr RABINDRA NATH BERA Son of Mr KRISHNA PRASAD BERA SEALDAH CIVIL COURT,5TH FLOOR,, City:- Kolkata, P.O:- ENTALLY, P.S:- Entaly, District:-Kolkata, West Bengal, India, PIN:- 700014			
	13/05/2022	13/05/2022	13/05/2022

Identifier Of Mr SAMIR DAS, Mr SUBIR DAS, Mr KAMALESH SEAL

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr SAMIR DAS	MS KAMALESHWAR CONSTRUCTION-4.00354 Dec
2	Mr SUBIR DAS	MS KAMALESHWAR CONSTRUCTION-4.00354 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr SAMIR DAS	MS KAMALESHWAR CONSTRUCTION-500.00000000 Sq Ft
2	Mr SUBIR DAS	MS KAMALESHWAR CONSTRUCTION-500.00000000 Sq Ft

Transfer of property for S2

Sl.No	From	To. with area (Name-Area)
	Mr SAMIR DAS	MS KAMALESHWAR CONSTRUCTION-200.00000000 Sq Ft
	Mr SUBIR DAS	MS KAMALESHWAR CONSTRUCTION-200.00000000 Sq Ft

On 13-05-2022

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

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

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

Presented for registration at 13:00 hrs on 13-05-2022, at the Office of the A.D.S.R. SEALDAH by Mr KAMALESH SEAL ..

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 3,57,03,427/-

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

Execution is admitted on 13/05/2022 by 1. Mr SAMIR DAS, Son of Late DURJODHAN DAS, 149, BIDHAN NAGAR ROAD,, P.O: ULTADANGA MAIN ROAD, Thana: Maniktala, , South 24-Parganas, WEST BENGAL, India, PIN - 700067, by caste Hindu, by Profession Business, 2. Mr SUBIR DAS, Son of Late DURJODHAN DAS, 149, BIDHAN NAGAR ROAD,, P.O: ULTADANGA MAIN ROAD, Thana: Maniktala, , South 24-Parganas, WEST BENGAL, India, PIN - 700067, by caste Hindu, by Profession Business

Indetified by Mr RABINDRA NATH BERA, , , Son of Mr KRISHNA PRASAD BERA, SEALDAH CIVIL COURT,5TH FLOOR,, P.O: ENTALLY, Thana: Entaly, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Advocate

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

Execution is admitted on 13-05-2022 by Mr KAMALESH SEAL, PROPRIETOR, MS KAMALESHWAR CONSTRUCTION (Sole Proprietorship), 22A, Raja Naba Krishna St., City:- Kolkata, P.O:- HATKHOLA, P.S:- Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700005

Indetified by Mr RABINDRA NATH BERA, , , Son of Mr KRISHNA PRASAD BERA, SEALDAH CIVIL COURT,5TH FLOOR,, P.O: ENTALLY, Thana: Entaly, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 24,021/- (B = Rs 24,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 24,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 12/03/2022 1:00PM with Govt. Ref. No: 192021220203998391 on 12-03-2022, Amount Rs: 14,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BOREJI9 on 12-03-2022, Head of Account 0030-03-104-001-16
Online on 11/05/2022 6:36PM with Govt. Ref. No: 192022230024426251 on 11-05-2022, Amount Rs: 10,000/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BRGTJK8 on 11-05-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 500/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2882, Amount: Rs.500/-, Date of Purchase: 20/04/2022, Vendor name: A Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 12/03/2022 1:00PM with Govt. Ref. No: 192021220203998391 on 12-03-2022, Amount Rs: 75,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BOREJI9 on 12-03-2022, Head of Account 0030-02-103-003-02
Online on 11/05/2022 6:36PM with Govt. Ref. No: 192022230024426251 on 11-05-2022, Amount Rs: 0/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BRGTJK8 on 11-05-2022, Head of Account

Amitava Ghosal

Amitava Ghosal
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH
South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1606-2022, Page from 84879 to 84945
being No 160602350 for the year 2022.



Digitally signed by AMITAVA GHOSAL
Date: 2022.05.19 11:04:30 +05:30
Reason: Digital Signing of Deed.

Amitava Ghosal.

(Amitava Ghosal) 2022/05/19 11:04:30 AM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH
West Bengal.