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District Sub Registrar-II  
Alipore, South 24-Parganas

7 MAY 2025

### DEVELOPMENT AGREEMENT

Serials

Page

THIS DEVELOPMENT AGREEMENT made on this 7<sup>th</sup> day of May. Two Thousand Twenty Five (2025) BETWEEN  
MR.SUDDEN MARTES, (ADHAR no- xxxxxxxx 2721) (PAN-xxxxx  
2975C) (MOB-7596811235) (date of birth 27-11-1961) son of Late  
Chitta Priya Roy, by faith Hindu, Nationality - Indian, by  
occupation- retired person, residing at 1/257, Gariahat Road,

23476

21 APR 2025

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

Name : .....S. P. Das..... Advocate

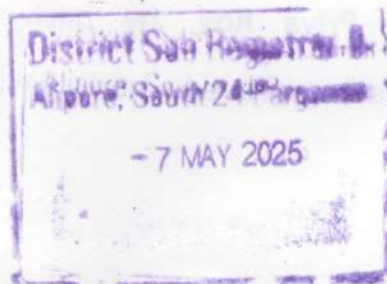
Address : .....ALIPORE JUDGE COURT  
Kolkata - 700 027

Vendor : .....  
Alipore Collectorate, 24 Pgs. (South)

**SUBHANKAR DAS**  
STAMP VENDOR  
Alipore Police Court, Kol-27



Kartick Das  
Alipore judge court  
Kol-700027  
Zuo clerk





also known as 257, Jodhpur Park, P.S. Lake, Kolkata - 700068, District-South 24 Parganas, hereinafter referred to as "**Owner**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heir/heirs executors, administrators, legal representatives and assigns) of the **FIRST PART**.

**AND**

**M/S PRASANTA KUMAR DAS** a Proprietorship business having its office at 8/13, Dr. Radha Kumud Mukherjee Sarani, formerly known as Cornfield Road, under Police Station Gariahat within limit of Kolkata Municipal Corporation, Kolkata - 700019 represented by **Proprietor SRI PRASANTA KUMAR DAS**, (PAN AGYPD5562A) (MOB No 9830244827) (ADHAR no 7062 0196 9406) (date of birth 20-09-1964) son of Late Girish. Chandra. Das, by nationality Indian, by faith Hindu, at present residing at 32, Old Ballygunge 1<sup>st</sup> Lane, under Police Station Karaya, Kolkata - 700019 and carrying on Development and Construction business as a Proprietor under Trade name and style of **M/S. PRASANTA KUMAR DAS** and, hereinafter called and referred to as **the DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heir/heirs executors, administrators, legal representatives and assigns) of the **SECOND PART**.

**WHEREAS** one Smt. Aruna Roy, since deceased, wife of Chitta Priya Roy of previously of 39, Hindustan Park, P.S. Ballygunge, Calcutta - 700029 thereafter 257, Jodhpur Park, P.S. Lake, Kolkata 700068, became the Owner by purchase on **1<sup>st</sup> February 1968** from the Bengal Secretariat Co-operative Land Mortgage Bank & Housing Society Limited commonly known as "Housing Society" free



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from encumbrances all that piece and parcel of land measuring 5 Cottahs 3 Chittack 10 Sq. Ft. be the same a little more or less being the "Housing Society" Scheme Plot No 257 of Tollygunge Scheme (Jodhpur Club Lands) previously within Tollygunge Municipality thereafter Kolkata Municipal Corporation within Ward no. 93 being portion of Premises no. 1, Gariahat Road, now known and being numbered as Premises No. 1/257, Gariahat Road, commonly known as 257, Jodhpur Park, P.S.- formerly Sadar Tollygunge at present Lake, Kolkata - 700068 more fully and particularly described in the **Schedule A** hereunder written. The Deed of Conveyance or Indenture dated **1<sup>st</sup> February 1968**, registered in the office of the Sub-Registrar of Alipore and recorded in Book-I, Volume No.31, pages 14 to 33, being no 703, for the year 1968.

*Sundis*  
*AC*  
**AND WHEREAS** the said Smt. Aruna Roy while being absolute owner of the said land measuring 5 Cottahs 3 Chittacks 10 Sq. feet be the same a little more or less constructed a two storied building **after obtaining sanctioned Plan from the Calcutta Corporation [now known as Kolkata Municipal Corporation] being no 73 dated 21-05-1968** and had been residing in the said house with her husband namely Sri Chitta Priya Roy and only child and son Mr. Sudden Martes [previously known as Arobindo Roy alias Arabinda Roy on 18<sup>TH</sup> March 1996 had changed his name to Sudden Martes and had sworn an affidavit before the Notary Public at Alipore] (the Owner herein).

**AND WHEREAS** Smt. Aruna Roy died intestate on 22-01-2016 leaving behind her husband Sri Chitta Priya Roy now deceased and one son Mr. Sudden Martes (the Owner herein) as her only legal heirs and successors of the said



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property being a two storied building standing on land measuring 5 Cottahs 3 Chittacks 10 Sq. feet being premises no 1/257, Gariahat Road, commonly known as 257, Jodhpur Park, P.S. Lake, within the Kolkata Municipal Corporation Ward no 93, Kolkata – 700068. That Chitta Priya Roy died intestate on 7-07-2022 and Mr. Sudden Martes succeeded and inherited the entire property being all that two storied building standing on 5 Cottahs 3 Chittacks 10 Sq. feet a little more or less being Premises No. 1/257, Gariahat Road, commonly known as 257, Jodhpur Park, P.S. Lake, within the Kolkata Municipal Corporation Ward no 93, Kolkata - 700068 as per the provisions of Hindu Succession Act 1956 and thus as sole Owner of the said property is enjoying the same upon getting his name mutated before the Kolkata Municipal Corporation, and was given a **Assessee No.21 093 04 03647**.

*Sd/-*  
*SC*  
**AND WHEREAS** the aforesaid Owner while seized and possessed of the said land and building described in **SCHEDULE "A"** below, to put the property in more effective use and enjoy of the same was looking for reputed developer who will be able to **construct a multistoried building** on the said plot of land described in **SCHEDULE "A" BELOW after demolishing the existing structure**, thus he approached the party of Second Part i.e. Developer herein and the Developer have agreed to construct a **G+4 (Ground Plus four)** storied building on the said specifically demarcated 5 Cottahs 3 Chittacks 10 Sq. feet a little more or less being part of Premises no.1/257, Gariahat Road, commonly known as 257, Jodhpur Park, P.S. Lake, within Kolkata Municipal Corporation Ward no 93, Kolkata - 700068; which is more fully described in **SCHEDULE "A" BELOW** after demolishing the existing structure.



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**AND WHEREAS** it has been hereby agreed by the Developer that he will construct a **G+4 (Ground Plus four)** storied building with provision for lift on the Schedule "A" Property following the "Bastu Tantra norms and prepare and obtain Plan accordingly to be sanctioned by the Kolkata Municipal Corporation with the funds arranged by him, without putting the Owner / First Party in any financial burden.

**AND WHEREAS** the Developer has carried out with due diligence to trace/ know/ verify Ownership of the First Party, including but not limited to all other information, clarifications, etc. sought by him in respect of the land and building which is more fully described in **SCHEDULE "A" BELOW**; and is fully satisfied in all respects, with regard to the right, title and interest of the Owner/ **FIRST PARTY**.

**AND WHEREAS** the Owner hereby declares that he is the absolute Owner of the **Schedule "A" Property** which is free from all encumbrances liens, lispendents, attachments whatsoever under the law respect of the said property and has not agreed to either orally or by executing any registered or unregistered document to sale alienate, let out or enter into any Development Agreement, earlier. Be it noted that in future, if any dispute arises in connection with the Title of the property with any third person, then, in such event, the Owner will settle the matter, and for the same the right title interest of the Developer in respect of this Development Agreement or the Development work will not be hampered nor his allotted area [of the Developer] will be changed; and if so happens then the Developer have the

Signature  
Date



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power to realize the cost and damage for the same in respect of the Development Agreement.

**AND WHEREAS** That the Owner and Nityananda Dolui who was a licensee and worked as a domestic help under the erstwhile Owner in Schedule A property filed Ejectment Suits 15 of 2024 and Title suit no 83 of 2024 respectively against each other at Alipore Civil Judge Court in February 2024 both of which were eventually disposed in April 2025 after settlement and eviction of Nityananda Dolui and his family as per MOU dated 28th February 2025 wherein the said Nityananda Dolui vacated the premises and surrendered his right to occupy the property after he was adequately compensated.

**AND WHEREAS** it has been agreed by and between the parties that **OWNER'S ALLOCATION** will be as follows:

- Starts  
A. Entire First Floor and fourth floor consisting of two flats, each in each floor, and 4 (four) nos. Car parking space in the ground floor under the building (the allocation and or earmarking of the car parking space will be done/ settled at the time of delivery of Owner's flats), together with undivided proportionate share of land and common areas along with proportionate right in the roof in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation in respect of the building to be developed on the land which is more fully described in **SCHEDULE "A" BELOW**. The Owner shall pay necessary G.S.T. as assessed under GST Council's rule in respect of two flats in the Fourth floor and the Developer





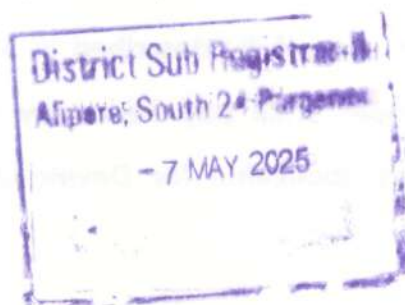
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shall bear/ pay the Owner's share of necessary G.S.T as assessed under GST Council's rule in respect of the two flats in the First floor as applicable for Owners allocation only. That the Owner will have the right to combine his share of two flats on the 4th Floor into one unit and reduce the number of bedrooms and/or resize the rooms, bathrooms and Kitchen as per KMC building rules after consultation with the Architect of the building before the roof casting of the floor in question. He will also have the option to build superior doors, floorings, finishing materials and fittings in the kitchen and bathrooms over and above the specifications provided by the Developer in Annexure 1 and pay the difference in costs

- B. The Owner shall get 10% of the salvaged value of the existing structure after demolition upon SCHEDULE A.

AND WHEREAS it has been further agreed by and between the parties that DEVELOPER'S ALLOCATION will be as follows:

- A. The Developer will get the rest of the constructed area i.e. entire Second and third Floor consisting of two flat in each floor, and balance car parking in Ground floor which are not the allocation of the Owner along with proportionate right in the roof and common areas of municipal premises 1/257, Gariahat Road, commonly known as 257, Jodhpur Park, P.S. Lake, within Kolkata Municipal Corporation Ward no 93, Kolkata - 700068 which is more fully described in SCHEDULE "A" BELOW and for that the Developer shall pay necessary G.S.T as assessed under GST Council's rule as applicable for Developer's allocation which he can





recover from the would be Purchaser's of his allocation. The Owner's share is more fully written in **SCHEDULE "B" BELOW** and the Developer's share is more fully described in **SCHEDULE "C" BELOW**. The Developer's allocation shall get proportionate share of land from the Owner by a power of attorney executed simultaneous to this agreement.

**AND WHEREAS** the Second Party had entered into another/ separate development agreement with Sri Subir Ranjan Guha Roy and Sri Prabir Ranjan Guha Roy on 12-07-2023 for development and construction of a G+4 storied building upon municipal premises 1/378, Gariahat Road, Kolkata-700068, P.S.- Lake, within the Kolkata Municipal Corporation, Ward No.93. The said deed was registered at D.S.R.-II South 24 Parganas and entered in book-1, volume 1602-2023, pages from 335592 to 335647 being no 160209870 for the year 2023.

*searles*  
*12/2*  
**AND WHEREAS** the Second Party/ Developer within 10 days of signing this agreement shall obtain a 3 bed room flat and storage or 4 Bed room flat in the locality and shall request the Owner to shift temporarily to the alternative accommodation and deliver vacant possession of the premises in his possession to the Developer. **IT IS ALSO AGREED** within 45 days of receipt of the alternative accommodation the Owner shall shift all his belongings including furniture fittings etc. **HOWEVER** the cost of carriage and packing for going to such aforesaid alternate/temporary accommodation, arising at the time of vacating the place by the Owner and at the time of delivery of possession to the Owner by the Developer of all that entire 4<sup>th</sup> floor of premises 1/378 Gariahat Road (commonly known as 378 Jodhpur Park), [which



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is also subject matter of exchange] will be borne by the Developer only. The entire cost charges including rent of the temporary accommodation during the entire stay/ period of construction shall be borne by the Developer.

**AND WHEREAS** in pursuance to another Development Agreement entered with Mr. Subir Kumar Guha Roy and Mr. Prabir Kumar Guha Roy of 1/378, Gariahat Road, Kolkata-700068, P.S.- Lake, within the Kolkata Municipal Corporation, Ward No.93 the Second Party as Developer shall get all that Fourth floor and Second Floor and 4(Four) Car Parking Space in the ground floor of the said premises no.1/378, Gariahat Road, Kolkata-700068, P.S.- Lake, within the Kolkata Municipal Corporation, Ward No.93.

*Subir*  
*K*  
**AND WHEREAS** the First Party is desirous to acquire by exchange all that fourth floor two flats and two car parking space in the Ground floor of premises no.1/378, Gariahat Road, Kolkata-700068, P.S.- Lake, within the Kolkata Municipal Corporation, Ward No.93 in lieu of two flats in the First floor and two car parking space in the ground floor of premises no.1/257, Gariahat Road Kolkata 700 068, P.S. Lake, and for that had approached the Second Party.

**AND WHEREAS** the Second Party being approached by the First Party had accepted the proposal and agreed to exchange the two flats in the Fourth Floor and two Car Parking Space in the ground floor of premises no.1/378, Gariahat Road, Kolkata-700068, P.S.- Lake, within the Kolkata Municipal Corporation, Ward No.93 being his allocation which is more fully described in Schedule C to the said deed of Development agreement of 1/378, Gariahat Road, Kolkata-





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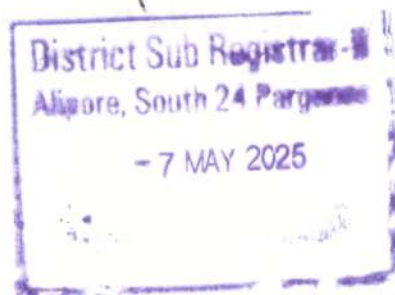
700068, P.S.- Lake in the said premises in lieu of two flats in the first floor and two car parking space in the ground floor of premises no.1/257, Gariahat Road Kolkata 700 068, P.S. Lake which is part of Owner's allocation as mentioned and more fully described in Schedule B to this agreement.

**AND WHEREAS** since project at 1/257, Gariahat Road Kolkata 700 068, P.S. Lake i.e in Schedule A is under planning stage and the two flats in the Fourth Floor and two Car Parking Space in the ground floor of premises no.1/378, Gariahat Road, Kolkata-700068, P.S- Lake, within the Kolkata Municipal Corporation, Ward No.93 property is now under construction which will take about 12 (twelve) months to complete, from date of this agreement.

**AND WHEREAS** The Owner has agreed that immediately after receipt of intimation from the Developer that he has obtained Completion Certificate from the KMC after construction is completed of the two flats in the Fourth Floor and two Car Parking Space in the ground floor of premises no.1/378, Gariahat Road, Kolkata-700068, P.S.- Lake, within the Kolkata Municipal Corporation, Ward No.93, shall vacate the alternate temporary accommodation and occupy the two flats in the Fourth Floor and two Car Parking Space in the ground floor of premises no.1/378, Gariahat Road, Kolkata-700068, P.S.- Lake, within the Kolkata Municipal Corporation, Ward No.93 that will be handed over by the Developer to the Owner.

Sundar

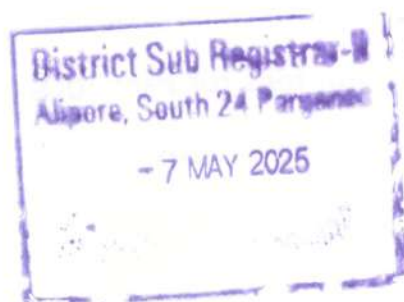
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**AND WHEREAS** it is of paramount importance and agreed between the Owner and Developer that immediately on receipt of the completion certificate of the building at 378 Jodhpur park the Owner will receive from / put in possession by the Developer of the two flats in the Fourth Floor and two Car Parking Space in the ground floor of premises no.1/378, Gariahat Road, Kolkata-700068, P.S.- Lake, within the Kolkata Municipal Corporation, Ward No.93 even if satisfactory progress has not been made towards the construction of the Building upon Schedule A i.e at 257 Jodhpur Park due to any reason whatsoever AND the Owner shall vacate the alternate temporary accommodation and shift to and occupy the two flats in the Fourth Floor and two Car Parking Space in the ground floor of premises no.1/378, Gariahat Road, Kolkata-700068, P.S.- Lake, within the Kolkata Municipal Corporation, Ward No.93. AND this clause shall have overriding effect to anything written in this agreement which is contrary to this clause.

*Swatish*  
*h* **AND WHEREAS** within 10 days of delivery of the two flats in the Fourth Floor and two Car Parking Space in the ground floor of premises no.1/378, Gariahat Road, Kolkata-700068, P.S.- Lake, within the Kolkata Municipal Corporation, Ward No.93, The Parties herein shall execute and register a **DEED OF EXCHANGE** and register the same. That the Second Party has agreed to bear the entire cost and expenses including payment of Advocate fees, non-judicial stamp cost and registration fees for execution and registration of the deed of conveyance/ deed of exchange in between the parties herein.



**AND WHEREAS** the Developer after receipt of vacant possession of the **SCHEDULE- A** property shall demolish the existing building and the amount so received out of sale of salvaged building materials shall be received by the Developer who shall pay 10% of the salvaged money received to the Owner.

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

**ARTICLE - I :**

**DEFINITION**

1. **PREMISES:** shall mean specifically demarcated 5 Cottahs 3 Chittacks 10 Sq. feet a little more or less being part of Premises No. 1/257, Gariahat Road, commonly known as 257, Jodhpur Park, P.S. Lake, within Kolkata Municipal Corporation Ward no 93, Kolkata - 700068, which is more fully described in **SCHEDULE "A" BELOW**, District South 24-Parganas, Assessee no **21 093 04 03647**.

2. **OWNER:** shall mean **MR. SUDDEN MARTES**, (ADHAR no- xxxxxxxx 2721) (PAN-xxxxx 2975C) (MOB-7596811235) son of Late Chitta Priya Roy, by faith-Hindu, Nationality - Indian, by occupation -retired person, residing at 1/257, Gariahat Road, also known as 257, Jodhpur Park, P.S.- Lake, Kolkata - 700068, District-South 24-Parganas, include his heirs, legal representatives, successors-in-office, nominees and assigns.

3. **DEVELOPER** :shall mean **M/S PRASANTA KUMAR DAS** a Proprietorship business having its office at 8/13, Dr. Radha Kumud Mukherjee Sarani, formerly



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known as Cornfield Road, under Police Station Gariahat within limit of Kolkata Municipal Corporation, Kolkata – 700019 represented by **Proprietor SRI PRASANTA KUMAR DAS**, (PAN AGYPD5562A) (MOB No 9830244827) (ADHAR no 7062 0196 9406) son of Late Girish. Chandra. Das, by nationality Indian, by faith Hindu, at present residing at 32, Old Ballygunge 1<sup>st</sup> Lane, under Police Station Karaya, Kolkata – 700019 and carrying on Development and Construction business as a Proprietor under Trade name and style of **M/S. PRASANTA KUMAR DAS** be deemed to mean and include his legal heir/heirs executors, administrators, legal representatives and assigns.

*Buildings*  
**4. BUILDING:** shall mean G + 4 i.e Ground Plus four storied building to be constructed following the “Bastu Tantra” norms at Municipal (KMC) premises no 1/257, Gariahat Road, commonly known as 257, Jodhpur Park, P.S. Lake, within Kolkata Municipal Corporation Ward no 93, Kolkata - 700068, which is more fully described in **SCHEDULE “A” BELOW** as per Plan to be sanctioned by the Kolkata Municipal Corporation.

*Flat*  
**5. FLAT:** shall mean a Unit within the building comprising a part or portion of a particular floor space consisting of bed rooms, toilet, kitchen etc. with common fittings and fixtures therein also include proportionate interest in the common passage and land areas built upon **SCHEDULE- A.**

**6. COMMON PARTS AND AREAS:** shall mean and include roof rights, common passage, stair case-cum-landing, equipments provided in the said building for common use, i.e. common toilet security room, in the ground



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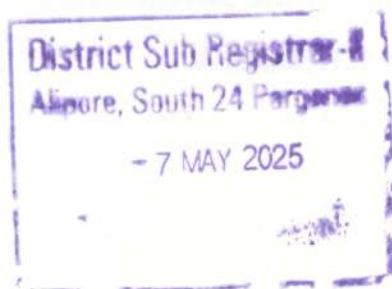
floor, water reservoirs, both underground and overhead, electric meter wall space, electric installations, sewerage, drains, sewerage pits, drainage pipelines etc for common use and enjoyment, which is particularly mentioned in Schedule-"D" hereunder written.

7. **OWNER'S ALLOCATION AND ENTITLEMENT**: shall mean and include as follows:

A. Entire First Floor and fourth floor consisting of two flats, each in each floor, and 4 (four) nos. Car parking space in the ground floor under the building (the allocation and or earmarking of the car parking space will be done/ settled at the time of delivery of Owner's flats), together with undivided proportionate share of land and common areas along with proportionate right in the roof in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation in respect of the building to be developed on the land which is more fully described in SCHEDULE "A" BELOW. The Owner shall pay necessary G.S.T. as assessed under GST Council's rule in respect of two flat in the Fourth floor and the Developer shall bear/ pay the Owner's share of necessary G.S.T as assessed under GST Council's rule in respect of the two flats in the First floor as applicable for Owners allocation only.

B. The Owner shall get 10% of the salvaged value of the existing structure after demolition upon SCHEDULE A.

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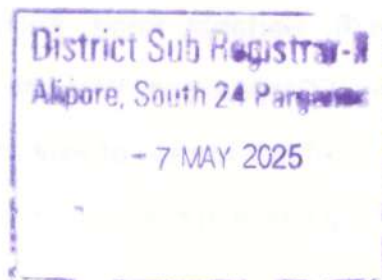


C. Developer shall within 10 days of signing this agreement provide 3 bed room flat and storage or else a 4 bedroom flat in the locality and shall request the Owner to shift temporarily to the alternative accommodation and deliver vacant possession to the Developer. **IT IS ALSO AGREED** within 45 days of receipt of the alternative accommodation the Owner shall shift all his belongings including furniture fittings etc. **HOWEVER** the cost of carriage and packing for going to such aforesaid alternate/temporary accommodation, arising at the time of vacating the place by the Owner and at the time of delivery of possession by the Developer to the Owner of the two flats in the Fourth Floor and two Car Parking Space in the ground floor of premises no.1/378, Gariahat Road, Kolkata-700068, P.S.- Lake, within the Kolkata Municipal Corporation, Ward No.93, will be borne by the Developer only. The entire cost charges including rent during the entire stay/ period of construction shall be borne by the Developer.

D. The Owner has agreed that immediately after receipt of intimation from the Developer that he has obtained Completion Certificate from the KMC after construction completed of the two flats in the Fourth Floor and two Car Parking Space in the ground floor of premises no.1/378, Gariahat Road, Kolkata-700068, P.S.- Lake, within the Kolkata Municipal Corporation, Ward No.93, shall vacate the alternate temporary accommodation and occupy the two flats in the Fourth Floor and two Car Parking Space in the ground floor of premises no.1/378, Gariahat Road, Kolkata-700068, P.S.- Lake, within the Kolkata Municipal Corporation, Ward No.93 that will be handed over to the Owner which is subject matter of exchange with two flats in the first floor and two car parking space in the ground floor of 257 Jodhpur

Shankar

Signature



Park; **AND SHALL** within 10 days of delivery of the two flats in the Fourth Floor and two Car Parking Space in the ground floor of premises no.1/378, Gariahat Road, Kolkata-700068, P.S.- Lake, within the Kolkata Municipal Corporation, Ward No.93, The Parties herein shall execute and register a **DEED OF EXCHANGE** and register the same. That the Second Party has agreed to bear the entire cost and expenses including payment of Advocate fees, non-judicial stamp cost and registration fees for execution and registration of the deed of conveyance/ deed of exchange in between the parties herein.

E. THE Developer shall pay 10% of the salvaged amount to the Owner.

8. **DEVELOPER'S ALLOCATION:** shall mean and include:

Parties  
A. The Developer will get the rest of the constructed area i.e. entire Second and third Floor consisting of two flat in each floor, and balance car parking in Ground floor which are not the allocation of the Owner along with proportionate right in the roof and common areas of municipal premises 1/257, Gariahat Road, commonly known as 257, Jodhpur Park, P.S. Lake, within Kolkata Municipal Corporation Ward no 93, Kolkata - 700068 which is more fully described in **SCHEDULE "A" BELOW** and for that the Developer shall pay necessary G.S.T as assessed under GST Council's rule as applicable for Developer's allocation which he can recover from the would be Purchaser's of his allocation. The Owner's share is more fully written in **SCHEDULE "B" BELOW** and the Developer's share is more fully described in **SCHEDULE "C"**



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**BELOW.** The Developer's allocation shall get proportionate share of land from the Owner by a power of attorney executed simultaneous to this agreement.

9. **ADDITIONS IF ANY** It has been further agreed by and between the parties that if there is any change in KMC building Rules or by any special permission an additional floor can be raised in full or in part upon the existing G+4 storied building then in that event the additional F.A.R thus received/constructed will be made. That after deduction of the cost to obtain sanction plan, cost of regularization and miscellaneous cost and cost of construction of such additional floor shall be deducted from the sale value of the additional floor or part of such floor and the balance sale value shall be divided equally and the Developer shall get other one half i.e. 50% of the nett sale proceeds after deduction.

10. **ARCHITECT:** shall mean any qualified person/ persons or firm/ firms approved by the Kolkata Municipal Corporation appointed by the Developer as an Architect for the Schedule "A" Property written hereunder.

11. **SALEABLE SPACE** : shall mean and include any Flat and or car parking space open or covered under Developer's allocation; along with proportionate share in land and proportionate share of the common areas, services and facilities such as entrance, passage, staircase, lift, underground and overhead reservoir /tank, pump, common electrical wiring lines, boundary walls/fencing, sewerage line including water inlet and outlet passage rain water pipe lines or the like which are necessary for peaceful co-habitation.



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12. **PROPORTIONATE** : shall to the context herein mean the following :  
**WHERE** it refers to the respective share of the parties (with regard to common areas, roof, facilities and common expenses/ maintenance charge etc) herein in the **Schedule "A" mentioned property** such proportionate share shall be the same as to the built up area of all the flats/units and car parking space in the building.

13. **COMMON MAINTENANCE/ EXPENSES**

**MEANS:**

- 8-22  
Bundles.
- I. Electric bill for operating / running lift, water pump, lights in common areas, spaces, stairs and stair case landings etc;
  - II. expenses for renewal of license to operate lift from Legal Metrology State of WB,
  - III. Repairs and servicing of Lift, water pump, cleaning of overhead and underground water tank, removal of sludge from sewerage line and sewerage pits, cleaning of sewerage line,
  - IV. repairs to electric lines of lift water pump common areas lighting, changing of bulb and other light
  - V. Salary to caretaker, security guards, sweeper, lift man
  - VI. The sharing of the aforesaid common expenses by all flat Purchasers including Owner of land shall be in prorata basis on the basis of floor area held by each.

14. **BUILDING PLAN** : shall mean the Plan for the construction of the proposed building on the **Schedule-"A" Property** herein below to be



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sanctioned by the Kolkata Municipal Corporation and shall include any amendment or modifications or improvement thereto.

15. **PROCESS** That with a view to develop the said property or land described in Schedule - "A" hereunder written as may be permitted by the Kolkata Municipal Corporation and all concerned authorities, the Owner hereby agrees to entrust and handover to the Developer the work and right of development and construction of G+4 storied building upon the "Schedule "A" Property" including demolition of the existing building/ structure.

16. **OWNERS DECLARATION.**

a) That the Owner is absolutely seized and possessed of and/or well and sufficiently entitled to the said Schedule "A" property and there are no other claimants therein.

b) That the said Schedule "A" property is absolutely free from all encumbrances, charges, liens, lispendences, attachments, trust, acquisitions, requisitions whatsoever or howsoever; and Owner has a good and marketable and exclusive title in the said Schedule "A" property.

c) The Owner has not agreed to either orally or by executing any registered or unregistered document to sale, alienate, lease, mortgage, let out or has entered into any Development earlier.

d) That there is no excess vacant land at Schedule "A" mentioned property / the said premises within the meaning of the Urban Land (ceiling and Regulation) Act, 1976.



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- e) That there is no notice of acquisition/ Requisition issued by the State of W.B. through Collector South 24 Parganas.
- f) THE Developer shall pay 10% of the salvaged amount to the Owner received after demolition of the old existing two storied building
- g) That the Owner hereby declares in future if any dispute arise in connection with the Title of the Owner, The Owner shall remedy such dispute or any claim from the Owner's share in that event the Owner will settle the matter from his allotted area hereunder mentioned in **SCHEDULE "B"** below, and it shall in no way affect the Development work or the Developer's share and entitlements.
- h) The Owner hereby undertakes and declares that he will not cancel this Development Agreement, till the sale/ transfer of Developer's allocation after completion of the construction of the building on the Schedule "A" mentioned property save and except in case of abandonment of project or stop work without any cogent reason.

**ARTICLE – II**

**OWNER'S OBLIGATION :**

- i. If on verification it is found that there is/are pending G.R. (General Revaluation) the Owner shall from his own fund take steps and do the upto date GR and pay the supplementary bills of KMC Tax for such revaluation.
- ii. If the Developer or his nominee takes any loan from any Financial Institution for Purchase of Flat from Developer's Allocation and for which if any Agreement for Sale is required for the said purpose in that event the Owner agrees that Developer will sign all necessary papers and execute agreement for sale for the same by virtue of Registered Power of Attorney of Developer's Allocation executed by the Owner in his favour as per the Development

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Agreement. The Owner however and what so ever shall not have any liability of financial nature in respect of the said Loan. If any dispute arises in connection with the said Agreement for Sale; then in that event the Owners will not take any sort of liabilities and it shall in no way affect the Owner's right title or interest in his allocation; and the Developer has to settle the same without affecting Development work and or transfer of Owner's allocation. The Developer hereby agrees that he will not encumber the said property without prejudice to the Owner's entitlements.

iii. The Owner shall hand over attested Xerox copies of all original deeds and documents, i.e. the (i) deed of conveyance dated 1<sup>st</sup> February 1968, executed by Bengal Secretariat Co-operative Land Mortgage Bank & Housing Society Limited in favour of Smt Aruna Roy, (ii) Death Certificate of Smt Aruna Roy, (iii) Death Certificate of Chitta Priya Roy (iv) Mutation Certificate in the name of Owner, (v) up to date K.M.C tax paid receipts (vi) CESC electric paid bills etc which are in his hands or in his possession or power **AND** undertake to produce the aforesaid original documents for inspection as and when required to enable the Developer to give inspection to K.M.C other Government/ Civic Offices and intending purchasers and for which the Developer shall intimate two days earlier to the date of production.

iv. **The Owner shall execute and grant a Development Power of Attorney in favour of the Developer required to develop the Schedule "A" mentioned property and construct the building and transfer the Developer's allocation share to all transferees of the flats/units space as per this agreement. Be it noted by dint of the said power of Attorney Developer will apply for building plan before the Kolkata Municipal Corporation in name of the Owner and on**



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behalf of the Owner and he will also sign all necessary letters, applications, affidavits etc in respect of the construction of the building; AND also execute and register agreement for sale of the Developer's share / interest/ allocation in respect of the building to be constructed upon **SCHEDULE "A"**.

- v. The Owner shall co-operate with the Developer to obtain mutation of the flats/units/spaces including covered car parking in the name of the future purchaser and/or their nominee in respect of the Developer's Allocation after the completion of the said Project and after execution of the Deed of Conveyance of the respective flat along with the proportionate share of land and common areas of Developers Allocation as per this Agreement. Be it noted that the Developer will hand over all flat area finished and in habitable condition after obtaining with completion Certificate and House drainage observation/ certificate issued by the Kolkata Municipal Corporation.

It is hereby agreed by and between the parties that on demolition of existing two storied building, the building materials salvaged will be sold by the Developer and the amount so received out of sale of salvaged building materials shall be received by the Developer who shall pay 10% of the salvaged money received to the Owner.

- vi. The Developer within 10 days of signing this agreement shall provide one three bed room flat and a storage OR one 4 bed room flat of befitting accommodation near/ around Schedule A. **IT IS ALSO AGREED** that the cost of carriage and packing for going to such aforesaid alternate/temporary accommodation, arising at the time of vacating the place by the owners and at the time of delivery of possession to the Owner by the Developer of the two flats in the Fourth Floor and two Car Parking Space in the ground floor of



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premises no.1/378, Gariahat Road, Kolkata-700068, P.S.- Lake, within the Kolkata Municipal Corporation, Ward No.93, will be borne by the Developer only. The entire cost charges including rent of the alternate temporary accommodation during the entire stay/ period of construction shall be borne by the Developer.

- vii. The Owner has agreed that immediately after receipt of intimation from the Developer that he has obtained Completion Certificate from the KMC after construction completed of the two flats in the Fourth Floor and two Car Parking Space in the ground floor of premises no.1/378, Gariahat Road, Kolkata-700068, P.S.- Lake, within the Kolkata Municipal Corporation, Ward No.93; shall vacate the alternate accommodation and occupy the two flats in the Fourth Floor and two Car Parking Space in the ground floor of premises no.1/378, Gariahat Road, Kolkata-700068, P.S.- Lake, within the Kolkata Municipal Corporation, Ward No.93 that will be handed over to the Owner by the Developer which is subject matter of exchange with two flats in the first floor of 257 Jodhpur Park and two car parking space in the ground floor of 257 Jodhpur Park; **AND SHALL** within 10 days of delivery of the two flats in the Fourth Floor and two Car Parking Space in the ground floor of premises no.1/378, Gariahat Road, Kolkata-700068, P.S.- Lake, within the Kolkata Municipal Corporation, Ward No.93, The Parties herein shall execute and register a **DEED OF EXCHANGE** and register the same. That the Second Party has agreed to bear the entire cost and expenses including payment of Advocate fees, non-judicial stamp cost and registration fees for execution and registration of the deed of conveyance/ deed of exchange in between the parties herein. IT is made clear that if the Owner cause any delay in vacating

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the alternate accommodation inspite of handing over of the two flats in the Fourth Floor and two Car Parking Space in the ground floor of premises no.1/378, Gariahat Road, Kolkata-700068, P.S.- Lake, within the Kolkata Municipal Corporation, Ward No.93, then in such event the Owner shall have to pay rent or occupational charges for such alternate accommodation so provided.

- viii. The Developer shall pay necessary G.S.T as assessed under GST Council's rule as applicable for the two flats in the Fourth Floor and two Car Parking Space in the ground floor of premises no.1/378, Gariahat Road, Kolkata-700068, P.S.- Lake, within the Kolkata Municipal Corporation, Ward No.93 and Owner shall pay G.S.T in respect of two flats in the 4<sup>th</sup> floor of premises no 1/257 Gariahat Road only.

### ARTICLE – III

#### DEVELOPER'S OBLIGATION :

- 8/2/2018
- i. The Developer shall immediately after signing of this Agreement take all necessary measurements of **SCHEDULE "A"** property and prepare a detailed building plan for submission before K.M.C. for sanction, and if necessary do soil testing; and soon after preparation of proposed building plan including structural details following the "Bastu Tantra norms shall deposit the same for its sanction together with all necessary documents and or annexures and deposit all fees charges necessary to get sanction within three months of the signing of this agreement.
- ii. The Developer shall make all endeavors to obtain the sanction of the plan from KMC. The time to obtain sanction of plan from KMC shall be deemed to be



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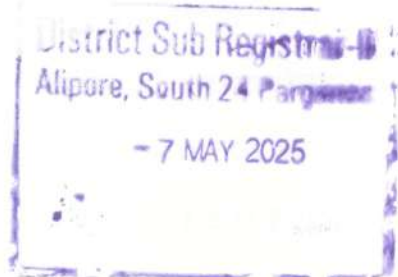
extended in case it has been held up due to reasons beyond the control of the Developer.

iii. The Developer shall construct and complete the building in all respects, the flats including the Owners' Allocation and common areas and facilities in accordance with the specification mentioned in the Annexure "A" of this agreement within a period of **24 (twenty four) months from the date of sanction of the building plan by the Kolkata Municipal Corporation** at his own cost and expenses and liability. The Developer within three months of date of receipt of possession shall deposit the detail building plan together with all supporting documents and fees that are necessary for sanction of building plan in the KMC. In case there is delay in completion of the building on the expiry twenty four months from date of sanction; then the Developer is entitled to extra six months to complete. It is however made clear that the calculation of time shall not include the time lost by reason of force majeure i.e. by reason of lock down due to Covid-19 or any other pandemic disease, any civil commotion, riot, and change of any law by local bodies or Government authorities or strike, earth quake and whatsoever beyond the control of the Developer. It is agreed by the parties that the time is the essence of this agreement.

iv. The Developer shall not without prior consent of the Owner in writing is entitled to assign/transfer his rights and obligation of this Development agreement to any person/persons or company save and except transfer of flats from Developer's allocation to prospective buyers.

v. The Developer shall be responsible for any loss or damages sustained to any person, material or property during the construction of the said building and

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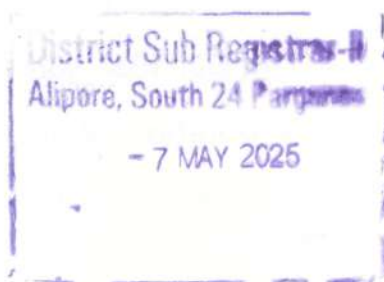


the Owner shall not be in any way responsible and or liable for the same and the Developer at all material time hereafter keep the owner safe, harmless, indemnified against all loss, or damage and claim and all costs charges and expenses in respect thereof.

- vi. The Developer shall only use good quality of building materials of ISI Standard for construction of the building and shall meet the specifications of Annexure "A" and appoint qualified, competent and trust worthy architect, supervisors and mason and materials and fittings to be used in the building.
- vii. The Developer shall ensure and be responsible for the structural stability of the building and the Owners shall not be responsible or liable for the same.
- viii. The Developer shall keep the Owner safe, harmless and indemnified against all losses, damages, claims costs, charges and consequences direct or indirect, in respect of the building developed and constructed by him and this agreement.
- ix. The Developer shall after completion of the building apply for completion certificate from KMC and shall perform Drainage observations as per direction/ sanction of KMC.
- x. The Developer immediately after obtaining Completion Certificate and thereafter House Drainage Certificate from the KMC and the construction has been completed in respect of 378 Jodhpur Park Kolkata 700 068 shall intimate the Owner in writing to vacate the alternate temporary accommodation and occupy the two flats in the Fourth Floor and two Car Parking Space in the ground floor of premises no.1/378, Gariahat Road, Kolkata-700068, P.S.- Lake, within the Kolkata Municipal Corporation, Ward No.93 that will be handed over to the Owner simultaneous to the issue of intimation.



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- xi. The Developer shall transfer his share of flat and give possession to would be purchasers of his allocation only after delivery of possession to the Owner of his flats in his allocation.
- xii. The Developer shall pay necessary G.S.T as assessed under GST Council's rule as applicable Developer's allocation only which he can recover from the would be Purchaser's of his allocation.
- xiii. The Developer shall pay / bear the entire cost of preparation and registration of the deed of exchange which includes Advocate's drafting charge, N.J. stamp cost and registration fees and other incidental charges to get the Deed of exchange registered in respect of the two flats in the Fourth Floor and two Car Parking Space in the ground floor of premises no.1/378, Gariahat Road, Kolkata-700068, P.S.- Lake, within the Kolkata Municipal Corporation, Ward No.93 with all that two flats in the First Floor and two Car Parking Space in the ground floor of premises no.1/257, Gariahat Road, Kolkata-700068, P.S.- Lake, within the Kolkata Municipal Corporation, Ward No.93.
- xiv. The Developer shall deploy appropriate security personnel in Schedule A house simultaneous to the shifting of the Owner to the alternate temporary accommodation and ensure main entrance are adequately secure and that no outsiders are able to trespass on the said property.

**ARTICLE – IV :**

**MISCELLANEOUS:**

- i) The Developer shall not encumber or assign their allocation prior to handing over of the Owners Allocation of the building in his fullest satisfaction and complete in all respect the Owner's allocation as per provisions of the



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development agreement and in accordance with sanction plan of Kolkata Municipal Corporation.

- ii) The Owner does hereby grant license to the Developer to act as per this agreement and to proceed strictly in terms of the sanctioned building plan of K.M.C, and carry out work of construction with I.S.I grade building materials of the flats in the proposed G+4 storied building and first give delivery of peaceful and vacant possession of Owners' Allocation to the Owners.
- iii) The Developer shall have the right to sign required papers notices, applications in connection with the sanctioning of the building plan in the name of and on behalf, of the Owners as per authority conferred in the Power of Attorney.
- iv) The Owner shall allow the Developer to stock all building materials and machineries necessary for construction in the **Schedule "A" mentioned property** and to appoint durwan and to keep them posted in the site by providing temporary facilities for security purposes. The Developer shall have free access to the **Schedule "A" mentioned property** and appoint architects engineer, surveyor, supplier and brick and concrete masons carpenters, electrician, iron fabricators, coolies, crane operators etc of its own choice for the construction of the proposed building.
- v) The Developer shall deliver the Owner's Allocation to the Owner within maximum 24 **(Twenty four) months** with effect from the date of receipt of possession of Schedule A from the Owner after sanction of plan. **In case there is delay in completion then the Developer is entitled to extra six months to complete.**



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- vi) The Developer shall immediately after completion of the building obtain Completion Certificate from K.M.C by making necessary applications and payment of necessary charges and lay drainage systems and obtain House drainage observation from KMC, and thereafter hand over building completion certificate to the Owner within 3 (three) months.
- vii) The Developer shall cause the formation of a Society/Association or Company for the common purpose and the unit owners shall be made the members of such organization. After the completion of the project the Developer shall handover all documents and all papers in respect of the said building to the Secretary or member of the Society without any prejudice. .
- viii) As already stated herein above; immediately after doing drainage observations as per K.M.C. i.e. completion of the building in all respect the Developer shall handover the Owner's Allocation first before handing over the possession of the Developer's Allocation in the said building to intending Purchasers and entire possession will only be given after obtaining clearance Certificate of completion and house drainage observation from the Kolkata Municipal Corporation.
- ix) The Developer will be entitled to sign any document or documents, agreements for sale, deed of conveyance/ sale deed in respect of his allocated constructed area along with the undivided proportionate impartible share in the land comprised in the building forming Developer's Allocation and present such documents before the Registrar of Assurances Kolkata or Additional District Register or Sub-Registrar having jurisdiction over the Schedule "A" mentioned property save and except the Owner's allocation which will be dealt





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by the Owner unless the Owner has given separate power of Attorney to deal with Owner's allocation. It has been agreed by and between the parties if necessary Owner will sign all necessary papers, notices or documents in respect of Agreement for Sale in favour of the Developer's nominee after handover of Owners' Allocation.

- x) The Developer shall not assign, Transfer the Developer's right to develop the building arising out of this agreement without written consent of the Owners.
- xi) That each of the clauses of this agreement is the consideration for the other and the parties hereto along with their respective legal heirs shall remain bound by the terms of this agreement.
- xii) The Owner and the Developer have entered into this agreement purely on a principal to principal basis and nothing stated herein shall be deemed or construed as partnership between the Developer and the Owners or as Joint Venture between the Owners and the Developer nor shall be in any manner constitute as Association of persons for construction/Development and each party shall keep the other party indemnified from and against the same.
- xiii) That nothing herein contained shall be construed as a demise or an assignment or conveyance or as creating any right title or interest in respect of the said premises in favour of the Developer other than an exclusive right to the Developer to do or refrain from doing the acts and things in terms hereof and to deal with the Developer's allocation as the Developer shall think fit and proper for the benefit of his firm and also for this project.



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- xiv) The Developer hereby agrees with the Owner not to assign violate or contravene any of the provisions of this Agreement or KMC Building rules as applicable for construction of the building.
- xv) The Developer hereby undertakes to keep the Owners indemnified against all actions, suits, cases proceedings and claims that may arise out of or with regard to the Development of the said premises and/or in the matter of construction of the said building and/or any defect therein.
- xvi) It is hereby agreed by and between the parties hereto that the cost of stamps and other incidental expenses required to be made concerning these presents shall be borne by the Developer.
- Sales*  
xvii) The Owner hereby agree and covenant with the Developer not to let out grant, lease, and mortgage and/or charge the **Schedule "A" mentioned property** or any portion thereof without the consent in writing of Developer during the period of construction.
- FCR*  
xviii) It has been further agreed by and between the parties that if there is any change in KMC building Rules or by any special permission an additional floor can be raised in full or in part upon the existing G+4 storied building then in that event the additional F.A.R thus received/ constructed will be made. That after deduction of the cost to obtain sanction plan, cost of regularization and miscellaneous cost and cost of construction of such additional floor shall be deducted from the sale value of the additional floor or part of such floor and the balance sale value shall be divided equally in between the Owner and Developer i.e First and Second party herein.



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**ARTICLE – V :**

**DEVELOPER'S RESTRICTION**

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- i. The Developer shall not do any alteration or modification in the units allocated to the Owners, as per sanctioned plan without any previous written consent from the Owner.
  - ii. The Developer shall not do any act, deed or thing whereby the Owner is prevented from enjoying selling transferring and/or disposing of any portion of the Owner's allocation in the new building.
  - iii. After delivery of entire possession of the Owner's Allocation complete in all respect, Developer have full liberty to execute deed of conveyance/ sale deed of his allocated area to any person or persons according to his choice wherein Owner cannot make any objection; and the Developer by virtue of the Registered Power of Attorney transfer/ sell his allocated area to any person or persons without hampering the title of the Owner's Allocation.
  - iv. The Owner hereby permit authorize and empower the Developer to proceed with the project work selection of his nominee for Agreement for sale and allotment of saleable area of flats and open or covered car parking spaces under the Developer's allocation and take necessary advances from the prospective buyer of flats, and open or covered car parking spaces, selection and retention of professionals for their services etc. and all the above said acts, shall be solely entrusted to and will be the responsibility of the Developer and the Owner shall not interfere and not to be responsible for cost, charges etc in respect thereof in any manner whatsoever
  - v. The Owner shall not be responsible in any way whatsoever to the Developer or his nominee either in respect of any agreement which may be entered into by



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the Developer or any money the Developer may have received from such nominees or intending Purchasers or in respect of any obligation of the Developer to any such nominees or in respect of any obligation of the Developer to any such nominees and/or purchaser flat/floor spaces.

vi. The Owner shall not be liable for any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the owners indemnified against all actions, suits proceedings, costs, charges and expenses in respect thereof.

vii. Any damage of the life and/or property of the workers engaged by the Developer and/or his nominee shall be the exclusive responsibility and liability of the Developer and the Owner shall in any way have no responsibility to that effect.

viii. **THE** Developer admits that by this Development agreement and the related Power of Attorney the Developer shall only receive consideration money of the property proposed to be sold by executing Agreement for sale **BUT** to transfer / convey title to the would be Purchaser a Deed of Conveyance/ Sale deed will be executed and registered in favour of such purchaser as per provision of Indian Stamp Act and Registration Act and Transfer of Property Act. **IT IS HEREBY ADMITTED AND DECLARED** that this Development agreement is not a document of transfer of the property between the Owner and the Developer **AND** by this document no title has been conferred to the Developer.



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**ARTICLE – VI :**

**COMMON RESOLUTION :**

The Owners' Allocation in the building shall be subject to the same restrictions and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupants of the building which shall include the following :

- a) Neither party shall use or permit to use their respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activities nor use the said allocation for any purpose which may cause any nuisance or hazards to the other occupiers of the building.
- b) Neither party shall demolish or permit demolition of any wall/s pillars, beams or other load bearing structure in their respective allocation or any portion thereof or make any structural alteration either major or minor therein which may cause/ affect stability of the building or make it unsafe, without the previous consent of the other in this regard and approval from K.M.C. No violation of Sanctioned Building Plan shall be allowed and/or entertained.
- c) It is hereby agreed by the Owners herein that they will pay all municipal taxes and last electricity bill prior to delivery of vacant possession of the building and the Developer herein will be liable to pay all municipal taxes Electricity bills and other charges or expenses from the date of receipt of possession of schedule A till the completion of project and handing over of the Owners' Allocation. Developer shall hand over proof of all such

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payments to the Owner. That after handing over the Owner's allocation in the new building, the Owner will be liable to pay the same in respect of his allocation in terms of this agreement.

- d) **BE IT NOTED THAT** by this Development Agreement and the related Development Power of Attorney, the Developer shall only be entitled to receive consideration money by executing Agreement/ Final document for transfer of property as per provisions laid down in said documents as a Developer without getting ownership of any part of the property under schedule. **THIS DEVELOPMENT AGREEMENT** and the related Power of Attorney shall never be treated as the Agreement/ final document for transfer of property within the Owner and the developer in any way. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

**ARTICLE – VII :**

**COMMON OBLIGATION :**

- i) After the new flat are completed in all respect including obtaining Completion Certificate and House drainage Observation Certificate from KMC and possession handed over to the Owners in respect of his allocation, all taxes and/or impositions of the new building including costs and expenses for the management thereof will be borne and paid by the Owner as per the respective Owner's allocation, and the Purchaser or any person under the Developer's allocation who are in occupation of the units in the new building in proportion to their respective holding.



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- ii) After completion of the new flat the Owner and the Developer and the occupants and all persons under them shall punctually and regularly pay all Municipal Rates, Taxes, impositions and other outgoings and each party shall keep the other indemnified against all claims actions demands costs charges expenses and proceedings whatsoever directly or indirectly instituted or suffered by the other party in consequences of any default by any of them.
- iii) The Parties hereto and their respective transferees as the case may be shall keep the interior walls, sewers, drains pipes and other fittings and fixtures and other appurtenances and floor and ceiling etc. in the new building in good working condition and not to cause any damage to new floor and floors of the existing building or any other spaces therein.

ARTICLE – VIII :

OWNER'S INDEMNITY :

The Owner hereby undertake that the Developer shall be entitled to the construction and shall enjoy his allocation/ spaces and sale, alienate, transfer the same without any interference or disturbance, provided the Developer performs and fulfills the terms and conditions herein contained and/or its part to be observed and performed and also further undertakes that if at any time the Developer requires any original title deed/s of the **Schedule "A" mentioned property** in any place in that case the Owner will produce the same as and when required at the request and cost of the Developer.



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**ARTICLE - IX :**

**DEVELOPER'S INDEMNITY**

The Developer shall indemnify and keep the Owners indemnified in respect of any damaged, costs, claim, charges and proceedings that may arise in pursuance thereof including all claims or demands that may be made due to anything done by the Developer during demolition and construction of the new building including claims by the Owners of adjoining properties for damage to their buildings, all claims and demands of the suppliers, contractors, workman and agents of the Developer or any account whatsoever including any accident or other loss any demands and/or claims made by Owner and any action taken by the Kolkata Municipal Corporation and/or any other activities for any illegal or faults in construction or otherwise of the new building.

Developer shall not create any charge or lien or mortgage the property with any financial institution.

**ARTICLE - X:**

**JURISDICTION AND SETTLEMENT OF DISPUTES**

If any dispute arises at the time of construction of the building between the Owners and Developers in that event all disputes will be at first tried to be settled amicable in between themselves and on failure then it is to be settled and tried by the South 24 Parganas District Civil Court only.



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**SCHEDULE 'A' ABOVE REFERRED TO :**

**DESCRIPTION OF PROPERTY**

**ALL THAT piece** and parcel of Bastu land measuring 5 Cottahs 3 Chittaks 10 Sq. feet together with old two storied residential building of 55 years of age having built up area of 2080 Sq. Ft. in each floor, (total 4160) Sq. Ft. in total being Premises No. 1/257, Gariahat Road, commonly known as 257, Jodhpur Park, P.S. Lake, within Kolkata Municipal Corporation Ward no 93, Kolkata – 700068, Sub-Registry at Alipore, in the District South 24-Parganas Assessee No 21 093 04 03647, is being butted and bounded by :

On the North : 40 Feet wide KMC Road

On the South : Premises No.1/271, Gariahat Road (271 Jodhpur Park.)

On the East : Premises No.1/258, Gariahat Road (258 Jodhpur Park.)

On the West : Premises No.1/256, Gariahat Road (256 Jodhpur Park.)

**THE SCHEDULE "B" ABOVE REFERRED TO :**

**OWNER'S ALLOCATION**

- A. Entire First Floor and fourth floor consisting of two flats, each in each floor, and 4 (four) nos. Car parking space in the ground floor under the building (the allocation and or earmarking of the car parking space will be done/ settled at the time of delivery of Owner's flats), together with undivided proportionate share of land and common areas along with proportionate right in the roof in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation in respect of the building



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to be developed on the land which is more fully described in **SCHEDULE "A" ABOVE**. The Owner shall pay necessary G.S.T. as assessed under GST Council's rule in respect of **two flat in the Fourth floor and the Developer shall bear/ pay the Owner's share of necessary G.S.T as assessed under GST Council's rule in respect of the two flats in the First floor as applicable for Owners allocation only.**

- B. The Owner shall get 10% of the salvaged value of the existing structure after demolition upon SCHEDULE A.
- C. It has been agreed by and between the parties that if there is any change in KMC building Rules or by any special permission an additional floor can be raised in full or in part upon the existing G+4 storied building then in that event the additional F.A.R thus received/ constructed will be made. That after deduction of the cost to obtain sanction plan, cost of regularization and miscellaneous cost and cost of construction of such additional floor shall be deducted from the sale value of the additional floor or part of such floor and the balance sale value shall be divided equally and the Owner shall get one half i.e. 50% of the nett sale proceeds after deduction.

**THE SCHEDULE 'C' REFERRED TO :**

**DEVELOPER'S ALOCATION**

- a. The Developer will get the rest of the constructed area i.e. entire **Second and third Floor consisting of two flat in each floor, and balance car parking in Ground floor** along with proportionate right in the roof and common areas of municipal premises 1/257, Gariahat Road,

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commonly known as 257, Jodhpur Park, P.S. Lake, within Kolkata Municipal Corporation Ward no 93, Kolkata - 700068 which is more fully described in **SCHEDULE "A" ABOVE** and for that the Developer shall pay necessary G.S.T as assessed under GST Council's rule as applicable for Developer's allocation only which he can recover from the would be Purchaser's of his allocation. The Developer's allocation shall get proportionate share of land from the Owner by a power of attorney executed simultaneous to this agreement.

- b. It has been further agreed by and between the parties that if there is any change in KMC building Rules or by any special permission an additional floor can be raised in full or in part upon the existing G+4 storied building then in that event the additional F.A.R. thus received/constructed will be made. That after deduction of the cost to obtain sanction plan, cost of regularization and miscellaneous cost and cost of construction of such additional floor shall be deducted from the sale value of the additional floor or part of such floor and the balance sale value shall be divided equally and the Developer shall get other one half i.e. 50% of the nett sale proceeds after deduction.

25/11/25

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Alipore, South 24 Parganas  
- 7 MAY 2025

**SCHEDULE 'D' ABOVE REFERRED TO**

**COMMON PARTS OF AREAS**

1. The Land on which the building is situated and ultimate 50% roof on the north western side and all side space in and around the building.
2. All appurtenances, easements, attached to the land and building.
3. The foundations, columns, girders, beams, support, main wall, lobbies, stair, stairways boundary wall, entrances and exits of the building.
4. All common passages to and from the building; security room.
5. Drains, pipes sewerage etc.
6. Water reservoirs – both under Ground and over head.
7. Water pipe lines from the Corporation's main underground reservoir and thereafter to the overhead tank and pipes from the overhead tank to the different flats.
8. Electric installation and Installation of Common Services..
10. Pump motors for lifting water to the overhead tank
11. Lift – 5 Persons with requisite License.
12. Intercom connection from security to the flat and from flat to flat.
13. The side passages of the building and common areas in the building will be provided with adequate LED light.

Surveys

Handwritten signature



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**IN WITNESS WHEREOF** all the parties hereto have set and subscribed in their signature and seals the day, month and year first above written.

**SIGNED AND DELIVERED**

in presence of following

Witness

Partho Sarathi Das  
32, Old Ballygunge 1st  
Lane, Kolkata - 700019.

Saswati Martes  
257 Jodhpur Park  
Kolkata - 700068

Prepared by me

And typed in my office

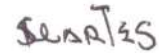
 Surja Prasanna Basu  
(Surja Prasanna Basu) Advocate

Advocate Reg no WB/729/1985

Room no 5 Alipore Bar Association

South 24 Parganas District Civil & Session Court

Kolkata 700 027.

 Sudden Martes

Sudden Martes  
Signature of Owner  
for Prasanta Kumar Das



Proprietor



Signature of the Developer



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## ANNEXURE

### 1. BUILDING:

- a. The building is R.C.C. framed building with attractive elevation with concrete grade M20 (cement- Ultratech, Ambuja, ACC/L.T).
- b. 1", 8", 5", 3", 1<sup>st</sup> class brick work with (1:6) and (1:4) mortar respectively.

### 2. PLASTERING:

- i. Inside 3/4 " thick with (1:6) mortar (with chemical mixing).
- ii. Outside double plaster with (1.:5) mortar (with chemical mixing).
- iii. Ceiling and concrete surface ¼ "thick plaster with (1:4) mortar ( with chemical mixing).

### 3. ROOF TREATMENT:

Anti-skid Kajaria Tiles over chemically, water proof and heat proof roof.

### 4. FLOORING:

- i. At all floors of flats including toilet and kitchen vitrified tiles (Kajaria/Marble).
- ii. GRANITE at stair, landing, risers.
- iii. Car parking floor tiles at ground (Kajaria).

### 5. DOOR AND WINDOWS:

#### i. Door frame:

- a. 4" x 21/2" Sal Wood Frame at all doors.
- b. 5 x 21/2" Sal Wood Frame at all main doors.



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**ii. Main door:**

35 mm hot press phenol bonded flush door shutter.

Three nos good quality brass hinges one no.8" steel tower bolt, one no Godrej ultra lock three-in-one steel handle and one no. eye piece at main door, with one steel stopper and rubber buffer.

**iii. All door shutters:**

All 32mm thick hot pressed phenol bonded flush door shutters will be fitted with M.S. hinges and all godrej cylinder lock, handle and..... buffer and duly printed on both sides.

**iv. Window:**

All Aluminum sliding window with 5mm clear glass with MS Grill.

**6. KITCHEN COUNTER:**

Black stone slab. 24' x 18" size stainless steel sink. Kitchen counter top granite. One nos. tap over the sink and one no tap under the sink, 3 '-0" ht glazed tiles ( kajaria) over counter. One Aqua guard point over sink. One Chimney point, one light point, one 5 Amp point for mixi, one 15 Amp micro oven.

**7. Toilet: ( 2 nos. each of same fitting)**

One white commode (Parry/ Hindware) with toilet paper holder, one wall hanging or Pedestal white basin 20" x 16" with bottle trap, one overhead shower (Hot & Cold), one Commode shower beside commode, one tap over basin hot and cold, one no light point over basin, one Geyser point (15 Amp) and one exhaust-fan point, one hand shower.sliding glass for bathroom. All inside water lines will be concealed. One towel rod, (C.P.) one soap dish.





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White glazed tiles (Kajaria) up to lintel height from the door.

## 8. ELECTRICAL:

Separate main switch (440V) for each flat in meter room.

Havell's wire and Havell's cover switch for each flat.

### i. **Bed Rooms:**

- a. Point for AC in all bed rooms.
- b. 2 light points.
- c. 1 fan point.
- d. 5A plug point.
- e. Foot lamp.
- f. Table lamp point.

### ii. **Living/Dining:**

- a. 3 lights point.
- b. 2 no's AC point.
- c. 2 fan points.
- d. 1 TV point.
- e. 1 intercom point.
- f. 5 AMP on main switch board.
- g. 1 Telephone

### iii. **Toilet:**

- a. 1 Nos. light point at wall.
- b. 1 Nos. light point basin.
- c. 1 Nos. 15 Amp. Plug.
- d. Exhaust-fan point.

Handwritten: 440V

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**iv. Kitchen**

- a. 2 Nos. light points.
- b. 1 No. 5Amp. Plug for Mixi.
- c. 1 No. 5 Amp. Plug for Aqua Guard.
- d. 1 No. 5 Amp plug for Chimney.
- e. 1 No. 15 Amp. Plug for Micro Oven.
- f. 1 No. 15 Amp. Plug point for Fridge.
- g. 1 No. Fan point at ceiling.

One calling bell point at outside of the main door.

Common light points at stair landing, roof, and at ground Floor.

1 light point and 5A plug at Balcony

**9. Paint**

All walls putty (Berger) of Flats.

Weather coat paint at outside wall. ( Asian Paints Apex Ultima /Berger,

Car Parking area.

Car parking area paint and stair area.

**10.** Tank O.H.W. over stair roof (R.C.C.).

**11.** S.U.G.R. at ground.

**12.** Rain water pipes from roof 9P.V.C.).

**13.** One No. (5 pass) lift with fully automatic doors.

**14.** Intercom system flat to flat and from Security Guard room.

5/2/25

A-22







SCALE- 1:300



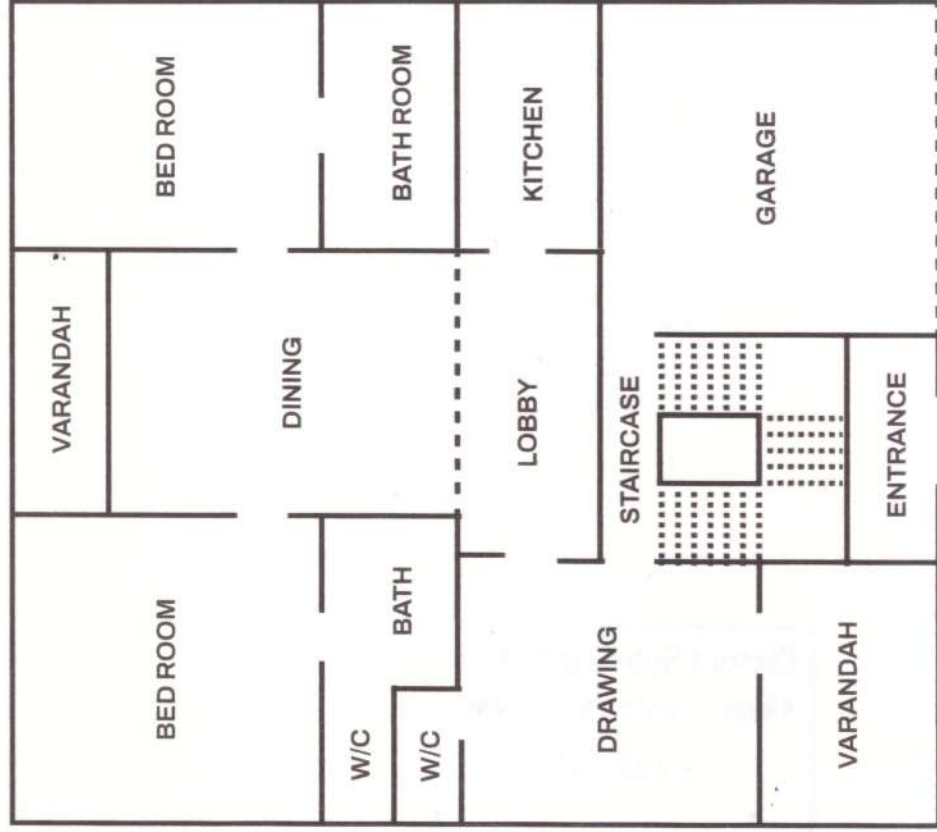
LAT: 22° 30' 18.0" N  
LONG: 88° 21' 42.6" E

LAND AREA- 350.06 SQ.M. /  
05 KH.- 03 CH.- 33 SQ.FT.  
(MORE OR LESS)

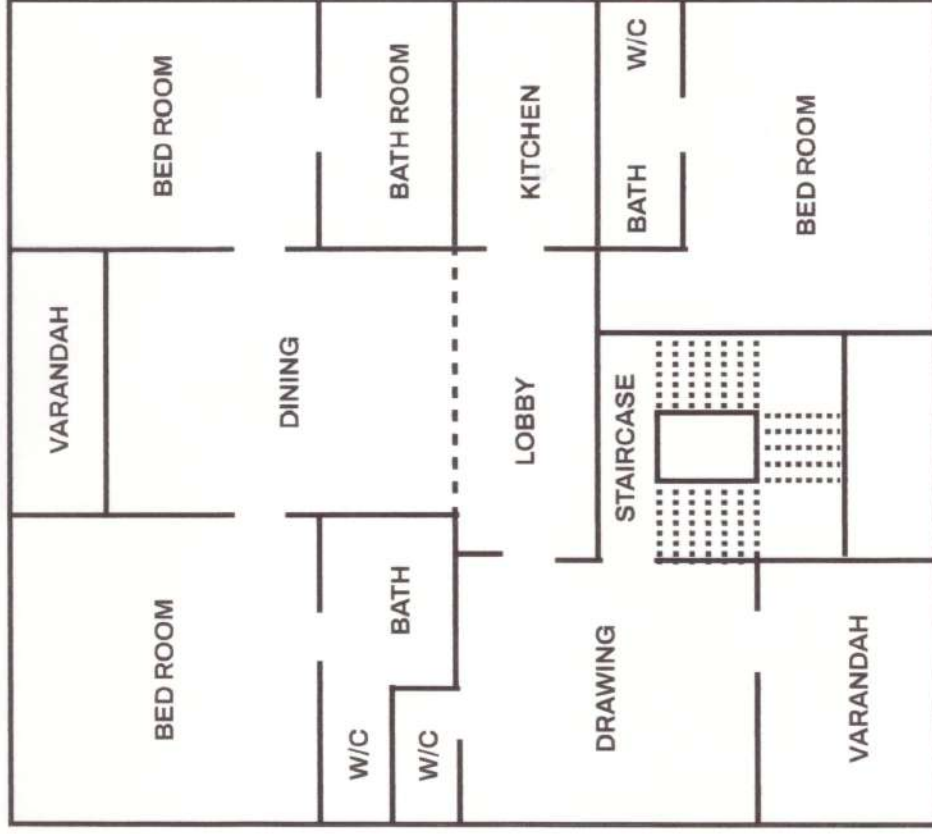
SITE PLAN OF PREMISES. NO.- 257, JODHPUR PARK,  
KOLKATA - 700 068, WARD - 93, UNDER K.M.C.



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- 7 MAY 2025



GROUND FLOOR PLAN



FIRST FLOOR PLAN

## PROPOSED BUILDING AT PLOT NO. 1/257, GARIAHAT ROAD

Ground Floor : 2080 sq.ft








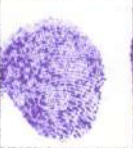
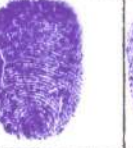


First Floor : 2080 sq.ft

TOTAL : 4160 sq.ft


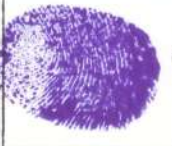

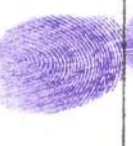









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Alipore, South 24 Parganas

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

Name.....SUDDEN MARLES.....  
 Signature.....Marles.....

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

Name.....PRASANTA KUMAR DAS.....  
 Signature.....Prasanta.....

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

Name.....  
 Signature.....

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

Name.....  
 Signature.....





District Sub Registrar-II  
Alipore, South 24 Parganas  
- 7 MAY 2025



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



192025260052263428

GRN Details

GRN:	192025260052263428	Payment Mode:	SBI Epay
GRN Date:	06/05/2025 17:10:33	Bank/Gateway:	SBIePay Payment Gateway
BRN :	8605940323639	BRN Date:	06/05/2025 17:10:53
Gateway Ref ID:	1454221050	Method:	Bank of Baroda - Retail and Corporate NB
GRIPS Payment ID:	060520252005226341	Payment Init. Date:	06/05/2025 17:10:33
Payment Status:	Successful	Payment Ref. No:	2001225765/3/2025
			[Query No/*/Query Year]

Depositor Details

Depositor's Name:	Mr Surja Prasanna Basu
Address:	9B Gariahat Road
Mobile:	9331096352
Email:	surjapb@gmail.com
Period From (dd/mm/yyyy):	06/05/2025
Period To (dd/mm/yyyy):	06/05/2025
Payment Ref ID:	2001225765/3/2025
Dept Ref ID/DRN:	2001225765/3/2025

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001225765/3/2025	Property Registration- Stamp duty	0030-02-103-003-02	74920
* 2	2001225765/3/2025	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				74941

IN WORDS: SEVENTY FOUR THOUSAND NINE HUNDRED FORTY ONE ONLY.

### Major Information of the Deed

Deed No :	I-1602-06462/2025	Date of Registration	07/05/2025
Query No / Year	1602-2001225765/2025	Office where deed is registered	
Query Date	05/05/2025 2:05:47 PM	D.S.R. -I I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Surja Prasanna Basu 9B, Gariahat Road, Kolkata 700019, Thana : Baruipur, District : South 24-Parganas, WEST BENGAL, PIN - 700019, Mobile No. : 9331096352, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 3,69,29,028/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,020/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Lake, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Gariahat Road (Jodhpur Park), , Premises No: 1/257, , Ward No: 093 Pin Code : 700068



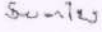
Sch No	Plot Number	*Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	5 Katha 3 Chatak 10 Sq Ft	1/-	3,38,09,028/-	Width of Approach Road: 40 Ft.,
Grand Total :				8.5823Dec	1/-	338,09,028 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	4160 Sq Ft.	1/-	31,20,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 2080 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 2080 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		4160 sq ft	1 /-	31,20,000 /-	





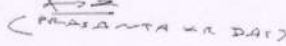
**Land Lord Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mr Sudden Martes</b> Son of Late Chitta Priya Roy Executed by: Self, Date of Execution: 07/05/2025 , Admitted by: Self, Date of Admission: 07/05/2025 ,Place : Office	<b>Photo</b>  <small>07/05/2025</small>	<b>Finger Print</b>  Captured <small>LTi 07/05/2025</small>	<b>Signature</b>  <small>07/05/2025</small>
1/257, Gariahat Road, Also Known As 257, Jodhpur Park, City:- , P.O:- Jodhpur Park, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India Date of Birth:XX-XX-1XX1 , PAN No.: bRxxxxxx5c, Aadhaar No: 76xxxxxxxx2721, Status :Individual, Executed by: Self, Date of Execution: 07/05/2025 , Admitted by: Self, Date of Admission: 07/05/2025 ,Place : Office				

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>PRASANTA KUMAR DAS</b> 8/13, Dr. Radha Kumud Mukherjee Sarani,, City:- , P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Date of Incorporation:XX-XX-1XX4 , PAN No.: AGxxxxxx2A, Aadhaar No: 70xxxxxxxx9406, Status :Organization, Executed by: Representative			

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Shri Prasanta Kumar Das (Presentant)</b> Son of Late Girish Chandra Das Date of Execution - 07/05/2025, , Admitted by: Self, Date of Admission: 07/05/2025, Place of Admission of Execution: Office	<b>Photo</b>  <small>May 7 2025 1:14PM</small>	<b>Finger Print</b>  Captured <small>LTi 07/05/2025</small>	<b>Signature</b>  <small>07/05/2025</small>
32, Old Ballygunge 1st Lane,, City:- , P.O:- Ballygunge, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.: AGxxxxxx2A, Aadhaar No: 70xxxxxxxx9406 Status : Representative, Representative of : PRASANTA KUMAR DAS (as PROPRIETOR)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Kartic Ch Ghosh</b> Son of Late C R Ghosh Alipre Judges Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027		 Captured	
	07/05/2025	07/05/2025	07/05/2025
Identifier Of Mr Sudden Martes, Shri Prasanta Kumar Das			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr Sudden Martes	PRASANTA KUMAR DAS-8.58229 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mr Sudden Martes	PRASANTA KUMAR DAS-4160.00000000 Sq Ft



**Endorsement For Deed Number : I - 160206462 / 2025**

**On 07-05-2025**

**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 13:03 hrs on 07-05-2025, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by Shri Prasanta Kumar Das ,.

**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 3,69,29,028/-

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

Execution is admitted on 07/05/2025 by Mr Sudden Martes, Son of Late Chitta Priya Roy, 1/257, Gariahat Road, Also Known As 257, Jodhpur Park, P.O: Jodhpur Park, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700068, by caste Hindu, by Profession Retired Person

Indetified by Mr Kartic Ch Ghosh, , , Son of Late C R Ghosh, Alipre Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

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

Execution is admitted on 07-05-2025 by Shri Prasanta Kumar Das, PROPRIETOR, PRASANTA KUMAR DAS (Sole Proprietorship), 8/13, Dr. Radha Kumud Mukherjee Sarani,, City:- , P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019

Indetified by Mr Kartic Ch Ghosh, , , Son of Late C R Ghosh, Alipre Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 53.00/- ( E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/05/2025 5:10PM with Govt. Ref. No: 192025260052263428 on 06-05-2025, Amount Rs: 21/-, Bank: SBI EPay ( SBIEPay), Ref. No. 8605940323639 on 06-05-2025, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 74,920/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 336273, Amount: Rs.100.00/-, Date of Purchase: 21/04/2025, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/05/2025 5:10PM with Govt. Ref. No: 192025260052263428 on 06-05-2025, Amount Rs: 74,920/-, Bank: SBI EPay ( SBIEPay), Ref. No. 8605940323639 on 06-05-2025, Head of Account 0030-02-103-003-02



**Suman Basu**

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2025, Page from 243477 to 243534

being No 160206462 for the year 2025.



*Suman*

Digitally signed by SUMAN BASU  
Date: 2025.05.15 15:31:24 +05:30  
Reason: Digital Signing of Deed.

(Suman Basu) 15/05/2025

DISTRICT SUB-REGISTRAR

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

West Bengal.