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Certified that the document is submitted for
Registration. The Signature Sheet and the
Endorsement sheets attached to this document
are the part of this Document.

Additional Registrar
of Assurances-I, Kolkata

14 AUG 2024

DEVELOPMENT AGREEMENT

This Development Agreement is made on this the 14th day of August, Two Thousand and Twenty Four, 2024, **BETWEEN SRI ANIL KUMAR PRADHAN (PAN NO- AERPP4590F), (AADHAR NO- 505039765772) S/o- Gunadhar Pradhan, by faith- Hindu, Residing at - 34/33, Siddhinath Chatterjee Road, Behala, Kolkata, Pin- 700034, hereinafter referred to as the OWNER/ FIRST PARTY** (which expression unless excluded by or repugnant to the context shall be deemed to mean and include all her heirs, executors, administrators, successors, legal representatives and, assigns) of the **ONE PART**

116030

No.

Sold to

Address

Ca

Date

SIPRA DEY

Licence No. AUG 1824

Code: 1070

N. S. Road, Kolkata-700 001

ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA

14 AUG 2024



AND

M/S KURJIKUNJ INFRA CITY PRIVATE LIMITED, [CIN- U43299 WB 2023 PTC262861], (PAN NO- AAKCK3230H) a Private Limited Company, incorporated under the Companies Act, 2013, having its office at Anand Raj Nagar, P.O- Sapuipara, P.s-Nischinda, Belur, Dist-Howrah-711227, being represented by one of its Directors namely **ROHIT KUMAR SINGH**, (PAN No.ASVPS9997B, Aadhar Card No. 9239 4401 8639) son of Late Sunil Kumar Singh, by faith-Hindu, by occupation-Business, Residing at KurjiPul Gate No.77, P.O-Sadaqua Ashram, P.S-Digha, Patna, Bihar-800010, hereinafter referred to as the **DEVELOPER / SECOND PARTY** which term and/ or expression unless excluded by or repugnant to the context shall mean and include his heirs executors, administrators, legal representatives and assigns of the **PARTY OF THE SECOND PART**.

WHEREAS One Krishna Prasanna Mondal got the schedule mentioned land along with other properties in partition suit case through Alipore 3rd Sub Judge in the year 1941 Subsequently when Krishna Prassan Mondal died his two sons namely Jugal Chandra Mondal and Manindra Mondal respectively inherited the ownership of the schedule mentioned land.

AND WHEREAS while enjoying and possessing the said land one of the legal heirs of deceased namely KrishnaPrassana Mondal namely Manindra Mondal died leaving behind his five sons Ashok Mondal, Pareshnath Mondal, Rajbihari Mondal, Somnath Mondal and Anida Mondal and 02 daughters who jointly inherited the undivided 1/2 share of deceased Manindra Mondal and enjoying the same without any disturbances from any corner.

AND WHEREAS while enjoying and possessing the said landed property said Ashok Mondal sold out Sali land measuring about 01 Bigha 03 Cottahs lying and situated at C.S khatian n-5 &, R.S khatian no-129, 130, C.S Dag no-102, R.S dag no-196,198,199,200 and 201 to Surya Kumar pal and SurendraChandra pal which is being recorded in book no-I, being deed no-12696 for the year 1982, in the office of D.S.R at Alipore.

AND WHEREAS one Kanti Ranjan Chakraborty became the owner of Sali land measuring about 02 Cottahs 02 chittaks 27 sq. Ft. lying and situated at plot no. 29, Mouza- Nayabad, J.L. No. 25, Sheet no. 2, Under Rs and LR Dag no. 198, under P.S. Kasba, Ward no. 109, K.M.C., Dist – South 24 Paraganas through of deed of sale purchased from Paresh Nath Mondal which was recorded in book no-I, volume no-28, pages from 426 to 436, being deed no-1552 for the year 1986.

AND WHEREAS while enjoying and possessing the said landed property the said Surya Kumar Pal, Surendra Chandra Pal and Kanti Ranjan Chakraborty were searching of an intending purchaser who can purchase the said land and after knowing the intentions of said Surya Chandra Pal, Surendra Chandra Pal and Kanti Ranjan Chakraborty one Anil Kumar Pradhan (owner herein) approached to purchase the said landed property and said Surya Kumar Pal, Surendra Chandra Pal agreed to sale out 02 chittacks 30 sq.ft and Kanti Ranjan Chakraborty agreed to sale out 02 Cottahs 02 chittacks 27 sq.ft jointly to Anil Kumar Pradhan and as such one deed of sale was executed by Surya Kumar Pal, Surendra Chandra Pal and Kanti Ranjan Chakraborty in favour of Anil Kumar Pradhan which is recorded in book no-I, volume no- 295, pages from 35 to 86, being no-15648 for the year 1992, registered in the office of D.S.R, South 24 Pargana, Alipore.

AND WHEREAS the said Anil Kumar Pradhan after registration became the owner of Sali land, total land area measuring about 02 Cottahs 05 Chittaks 12 sq. Ft. lying and situated at plot no. 29, Mouza- Nayabad, J.L. No. 25, Sheet no. 2, Under Rs and LR Dag no. 198, Khatian no. 129, under P.S. Kasba, Ward no. 109, K.M.C, Dist – South 24 Parganas. ✓

AND WHEREAS while purchasing the said landed property the said Anil Kumar Pradhan got his name mutated before the KMC and B.L & L.R O, South 24 Parganas. ✓

AND WHEREAS in the aforesaid manner Anil Kumar Pradhan became the owner and occupier of schedule “A” landed property mentioned herein below.

AND WHEREAS said Anil Kumar Pradhan intend to construct new masonry building on the Schedule “A” property, but due to lack of experience, searching a good and financially sound Developer, who could do the necessary construction job on behalf of Landlord in respect of Schedule “A” Property.

AND WHEREAS the Party of the Second Part/Developer doing the construction job came to know the said desire of the Landlords and approached to the First Parties with a formulated scheme to enter into a Development Agreement and to empower them for constructing new multi-storied building upon the said Schedule “A” Property.

AND WHEREAS after having protracted negotiations, the party of the First Part herein agreed to enter into a Development Agreement with the Party of the Second Part herein and in such effects the terms and conditions were settled after exhaustive discussion.

AND WHEREAS to avoid further complications the parties hereto thought desirable that the terms and conditions be fully embodied in the Agreement so that there should not be any confusion in future towards the Development of the said Property as well as Agreement for Development.

AND WHEREAS the Party of the Second Part however shall start the construction only after obtaining the Plan sanctioned by the Competent Authority of the Kolkata Municipal Corporation.

NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH AND IT IS HEREBY AGREED IN BETWEEN THE PARTIES HERETO AS FOLLOWS: -

ARTICLE-I:

DEFINITIONS

Unless in these presents it is repugnant to or inconsistent the following Words and / or expression shall mean as hereinafter mentioned.

1.1 **OWNER** shall mean the FIRST PARTY herein including her heirs, Executors administrators, Successors, representatives and assigns.

1.2 **DEVELOPER** shall mean the Second Party herein along with its Successors in Office together with its respective heirs, executors, administrators, legal representatives and assigns.

1.3 **PREMISES** shall mean the Bastu land measuring more or less 02 Cottahs 05 Chittacks 12 Sq.ft comprised in holding no- 2987, Nayabad, P.O- Panchasayar, P.s- Purba Jadavpur, Kolkata-700094, Comprised within R.S & LR dag no-198, under khatian no-129, Mouza-Nayabad, Sheet No-2, scheme plot no-29, under the limit of KMC ward no-109, described in the SCHEDULE-A herein below.

1.4. **BUILDING** shall mean the Multi storied Building to be constructed at the said Property in accordance with the Plan sanctioned by the appropriate Authority or further stories if the Authority so granted.

1.5 **COMMON FACILITIES & AMENITIES** shall mean corridors, entrance, staircase, passage Ways, Water Pump, Lift, Over Head Tank, Reservoir, Motor, and other facilities which may be mutually agreed between the Parties and required for the establishment, enjoyment, maintenance and / or management of the building.

1.6 **SALEABLE SPACE** shall mean the space of the building available for independent use and occupation after making the provisions for common facilities and space required for common installations.

1.7. **OWNER'S ALLOCATION** shall mean the 40% share of constructed typical floor area in which one flat on 2nd floor and another on 1st floor of the newly constructed building and shall also get Rs 51,000/- as non-refundable security deposit will be paid at the time of executing this agreement for development. The owners shall have proportionate share right, title and interest in common facilities including the right of using the said facilities with right to the undivided proportionate impartible share in the land. The area to be provided to the owner shall be delivered within 2 years from the date of plan sanctioned by Kolkata Municipal Corporation. The right of ultimate roof shall always remain with the owners and the intending purchasers shall have the right to use the said roof of the building only for occasional purpose of his family and only for fixing the TV antenna water reservoir tank etc. The developers have to make self-contained flat on each floor with fittings and fixtures as provided in the building.

1.8 **DEVELOPER'S ALLOCATION** shall mean the remaining all 60% share of the total construction to be made at the said property and

proportionate share, right, interest in common facilities and amenities including the right of using the said facilities with right to the undivided proportionate impartible share in the land with all rights of the developer to negotiate for sale out the said portion either to the intending purchaser or purchasers for adjustment of its expenditure and investment of the finance for raising the said construction at the said property as per the sanctioned plan be the party to save and except landlords allocation.

1.9, **ARCHITECT** shall mean the person or persons, who may be appointed by the DEVELOPER for designing and planning of the said Building within the approval of the Owner.

1.10 **BUILDING PLAN** shall mean the PLAN sanctioned by the AUTHORITY with such alteration or modifications as may be made by the Developer with the approval of the Owner from time to time.

1.11 **TRANSFER WITH ITS GRAMATICAL VARIATIONS** shall include Transfer by possession to the Owner of its allocation and by any other means adopted or affecting what is understood as legal transfer of space in Multi Building to the intending Purchasers thereof in respect of the DEVELOPER'S SHARE. '

1.12 **TRANSFeree** shall mean the person, Firm Limited Company, Association or persons to whom any space and / or flat or apartment in the building has been transferred.

1.13 **WORDS IMPARTING** singular shall include plural and vice versa and Masculine Gender shall include feminine & Neuter Gender, likewise words imparting Feminine Gender shall include Masculine Neuter Gender and similarly Neuter Gender shall include Masculine Feminine Gender.

1.14 **SHIFTING:** The Developer shall shift the landlords at their own cost for temporary period of construction and shifting of landlords shall be commenced from the date of commencement of demolishing and construction work.

ARTICLE: II

COMMENCEMENT

THIS AGREEMENT shall deem to have commenced on and with effect from the date of agreement.

ARTICLE: III

OWNER'S RIGHTS AND REPRESENTATIONS

3.1. The OWNER herein are absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said Premises free from all encumbrances, attachments, charges, liens lispendences, trusts whatsoever and howsoever.

3.2, THAT all matters relating to the OWNER' right is clear and OWNER are entitled to enter into this Development Agreement. That if anything happens during the period of Construction the OWNER' respective heirs and executors 'shall be bound by the present Terms and conditions and they shall have no right to put any estoppel unto the Developer.

3.3 THAT there is no legal bar or otherwise for the OWNER to grant consent and permissions that may be required in due course of the Construction. .

3.4 The said Property is not vested or acquired by any acquisition or Requisition Proceedings of the GOVERNMENT or has not been noticed for causing such Acquisition.

3.5 THAT the OWNER undertake to execute the DEVELOPMENT POWER OF ATTORNEY in favour of the SECOND PARTY/DEVELOPER, whereby the OWNER will give the Developer / Second Party all the Powers required for the purpose of making such Construction as well as the Powers to negotiate for and make the Deeds and Documents registered i.e what so ever required in respect of their(Second Party's) portions i.e. upto the limit of Second Party's Own Share viz to the tune of REST of the Constructed Area as mentioned above along with proportionate, undivided, Undemarcated and impartible share in the Land beneath the said portions of the said Property.

3.6 THAT the OWNERS shall present or hand over to the Developer the original Deeds and relevant Papers in respect of the said Property, against proper receipts, for inspection and/ or verifying with Xerox copies of those Documents before the Authorities or processing, managing, obtaining permissions etc. with /the execution of these presents.

3.7 That the owners shall not be entitled anyway to restrain the developer to sale out its allocation to any intending purchaser or purchasers.

ARTICLE: IV

DEVELOPER'S RIGHT

4.1 THE OWNER hereby grant subject to what has been hereinafter provided the exclusive right to the Developer to build, erect, construct and complete the said Building by investing its own Finances and Resources comprising of Various sizes of Flats/Units in order to sell the said' Flats/

Units to the intending Purchasers for their purposes by entering into Agreements for Sale and/or Transfer in respect of the Developer's Allocation in accordance with the Plan to be sanctioned by the Authority with or without amendment and / or modifications made or cause to be made by the Developer with the approval of the Owner. In this connection it has been agreed and settled that the Developer shall from time to time inform all the matters to the Owner together with that it shall supply them the Xerox copies of the relevant Papers. The owner shall not be entitled to raise any claim of developer share and developer on the strength of said power of attorney may sale to any intending purchaser.

4.2. THE Developer shall be entitled to prepare modify or alter the PLAN and to submit the same before the appropriate Authority in the name of the Owner at the cost of the Developer and the Developer shall pay and bear all the expenses required to be paid or deposited including the Taxes subsequent to this and during the Construction which has been agreed to be paid by the Developer for obtaining the Permissions from the said authority required for Construction of the multi storied Building at the said Premises, Be it noted that if the Sanctioned Plan is required to be revalidated the Second Party/ Developer herein shall do the same in accordance with Law and in that Case all the Cost shall be borne by the Second Party/ Developer.

4.3 The Developer shall be entitled to appoint its own Labours, masons, contractors, builder, engineers, architect etc for necessary raising of the Construction but in doing so all expenses with regard to those appointed persons shall be borne by the Second Part/ Developer and all the risks and liabilities together with all sorts of responsibilities shall remain with the Developer/ Second Party.

4.4 Nothing in these presents shall be construed as a demise or assignment or transfer by the Owner of the said Premises or any Part thereof to the Developer or as creating any right, title and interest in respect thereof in favour of the Developer other than an exclusive license to the Developer to sell the Flats/ Units to be made at the said Premises in terms thereof and to deal with the said Premises in terms hereof and to deal with the Developer's allocation in the Building to be Constructed thereon in the manner and subject to the terms hereafter stated.

ARTICLE: V

APPARENT CONSIDERATION

5.1 In Consideration of the OWNER having agreed to permit the developer to sell the Flats (Except the OWNER' allocations within the said New Construction at the said Premises). The Developer herein agrees as follows:-

- a) At its own cost shall obtain all necessary permissions of the Building Plan and / or approvals and / or consents.
- b) To pay the cost of Construction and supervision of the entire Building including the owner's allocation at the said Premises.
- c) To- bear all costs, charges and expenses for Construction of the Building at the said Premises and the said Cost shall include the Cost of subsequent Taxes during the period of Construction together with that of the Permission charges and other charges if any.
- d) Allocate to the OWNER in typical floor area respect of its share within the said building to be constructed at the said Premises within 24 months from the DATE OF SANCTION PLAN and same shall be the essence of the contract if any legal problem does not arise in the schedule "A" mentioned property. The aforesaid period may be extended with the mutual discussion of both the parties.

ARTICLE: VI

OWNER'S ALLOCATION

6. THE DEVELOPER shall at its own cost Construct, erect and complete the building in all respect and shall allocate the OWNER allocation in the New Construction to be built the Constructed Area by means of Flats and Apartments /Units etc in the Newly Constructed Buildings at their own property and it is hereby settling that the OWNER shall receive the followings:

THE OWNER PORTIONS SHALL BE AS FOLLOWS: -

6.1 The owner will get the area mentioned above out of constructed area in typical floor. Besides the allocated portions in the Building Areas the OWNER shall have all the rights to use the Common portions including the Common areas such as Lift, Stair Case, Landings, Entrance, Main Gate, Drainage Lines, Water Lines, Septic Tank Sewerage Lines, Pump, Motor, Electric Meter Board, Over Head Water Tank, Water Reservoir etc. set and installed in the said Building in Common with all other FLAT OWNER Within the said Building.

6.2. That all sorts of permissions already procured shall be referred by the OWNER and later if any further permission is required the same shall be procured by the OWNER Wherein the Developer shall help the OWNER accordingly.

6.3 That during the Construction period as Well as in the later or in Subsequent period the Owner shall have the right to inspect the Construction with regard to its progress.

6.4 That the Owner's portions shall have to be made as per the specification as stated in Schedule-B with standard Quality materials.

6.5 If the OWNER herein desire to sell some of their portions in typical floor, then they shall have absolute rights to do so without any objection, obstructions and hindrances of the Developer.

6.6 It is hereby further settled that the Parties hereto shall co-operate with each other for peaceful completion of the said Development and the Second Party herein undertakes to act on good faith so that neither the name of the Owner nor the reputation of its members be tarnished in any manner nor there be any misrepresentation of any Fund or accepted money from the outsiders.

6.7 That the First Party at all material times undertakes to keep the second Party indemnified from all sorts of claim and illegalities of whatever nature in respect of title the schedule property.

6.8. That save and except the aforesaid Share rest portions which shall be allocated within the New Construction unto the OWNER, they shall have no further claim against the Developer and the OWNER herein undertake to allow the Developer to sell out its allocated portions unto and in favour of the intending Purchasers subject to prior allocation of owner's allocation.

6.9 ALL the portions to be allocated in favour of the OWNER enjoin with proportionate undermarketed, undivided and impartible Share in the Land of the said Property together with right of enjoyment of all the Common portions and Common facilities in common with others within the said New Building.

6.10 That the Developer shall be duty bound to complete the Construction at its own costs including all the common facilities and amenities needed for

the said multi storied Building. It is specifically agreed that the actual time limit for the entire project shall be **24 months** from the date of Sanction of Plan and subject to discharge of obligation by the owners. ✓

6.11 THE DEVELOPER shall have no right, title and interest whatsoever in the OWNER allocation and undivided proportionate share pertaining to the Share of the OWNER in the Land and in Common portions and facilities including amenities. ✓

6.12 THE DEVELOPER shall have no right or claim for payment or reimbursement of any costs, expenses or charges incurred towards construction of OWNER' allocation (If not converted otherwise beyond the scope of Specification as per Schedule-B) and in respect of the undivided, proportionate share in common facilities and amenities. ✓

6. 13 That the Sanctioned Plan if required to be revalidated then the same shall have to be made by the Second Party herein at its own Cost. ✓

6.14 That the DEVELOPER shall be liable to bear all the arrear & minor Taxes till execution of this agreement besides they undertake to help the Developer in all respect during the course of doing the same. ✓

ARTICLE: VII

DEVELOPER'S ALLOCATION

7.1 IN consideration of the aforesaid stipulations the Developer shall be entitled to the DEVELOPER'S ALLOCATION to the Tune of rest of the Constructed portions within the New Construction in the multi storied Building to be Constructed at the said Premises together with the proportionate, undemarcated, undivided and impartible Share in the Land of the aforesaid Property together with proportionate and undivided Share in

the Common facilities and amenities including the right to use those areas and facilities set and installed there at and to be available at the said Premises Upon Construction of the said multi storied Building the Developer shall be entitled to enter into Agreement for Sale and Transfer his Share unto and in favour of any Transferees for their purpose and to receive and collect all money in respect thereof which shall absolutely belong to the Developer and it is hereto expressly agreed by and between the Parties hereto that for the purpose of entering into such Agreements it shall not be obligatory on the Part of the Developer to obtain any further consent of the OWNER and this Agreement by itself shall be treated as consent of the OWNER.

ARTICLE: VIII

PROCEDURE

8.1 That the OWNER shall grant to the Developer a DEVELOPMENT POWER OF ATTORNEY as may be required for the purpose of obtaining the permissions from different Authorities in connection with the Construction of the multi storied Building and for pursuing and following up the matter with the appropriate AUTHORITY or AUTHORITIES together with that of to proceed with all sorts of further acts and deeds in connection with the Development of the said Property as per the present Agreement. The Owner shall be duty bound to execute proper REGISTERED DEVELOPMENT POWER OF ATTORNEY in favour of the DEVELOPER to act on behalf of the Owner including right to execute and register the Deeds of developer allocation any subject to deliver the possession of owner's allocation.

ARTICLE: IX

CONSTRUCTION

9.1. THAT THE DEVELOPER shall be solely and exclusively responsible for the Construction of the said Building as per the present Development AGREEMENT.

ARTICLE: X

SPACE ALLOCATION

10.1 After completion of the Building the OWNER shall be entitled to obtain Physical possession of the OWNER' ALLOCATION in typical floor area in respect of her portion and the balance Area within the Building shall belong to the Developer and with regard to the Common portions and areas the Parties shall have joint and equal rights as per their respective shares.

10.2 Subject as aforesaid and subject to OWNER' allocation and undivided proportionate right, title and interest in the Land and common facilities and amenities and common portion of the said multi storied Building and the open space to be left shall exclusively belong to the OWNER and the Developer jointly upon fulfilment of all other obligations by the Developer as contained herein.

10.3 THAT THE DEVELOPER shall he exclusively entitled to DEVELOPER'S allocation in the building with exclusive right to obtain transfer from the Owner and to transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the OWNER and the OWNER shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation.

ARTICLE: XI

BUILDING

11.1 THAT the Developer shall at its own Cost Construct, erect and complete the multi storied Building and Common facilities and amenities at the said Premises in accordance with the Plan to be sanctioned with good and standard quality of materials as may be specified by the Architect from time to time but with regard to the quality of the materials the decision of the Architect shall be final and binding upon the Parties hereto. Such Construction of the Building shall be completed so far it relates to the OWNER'S portions by the Developer within 24 months from the Date of Sanction of Plan of these presents

11.2 THAT THE DEVELOPER shall erect the said Building at its own cost as per the Specifications and drawings provided by the Architect together with that of Water connections, storage of Water both overhead and underground reservoir, electric wiring and also the temporary electric connections obtained from the proper Authority together with that of the facilities as are required in the residential Building for self-contained Flats, Units and Apartments within the said Property on OWNERSHIP basis.

11.3 THAT THE DEVELOPER shall be authorized in the name or the OWNER in so far as it is necessary to apply for and obtain temporary and permanent connection of Water, electricity, drainage, sewerage and Gas line within the said Building for which purpose the OWNER shall execute in favour of the Developer a Development Power of Attorney empowering the Developer to do or cause to be done all the acts in relate to the said New Construction.

11.4 THAT THE DEVELOPER at its own costs and expenses complete the multi storied Building and Various Units and / or Apartments in

accordance with the Building Plan and amendment thereto or modification thereof made or caused to be made by the Developer.

11.5 All costs, charges and expenses including the Architect's Fees shall be paid, discharged and borne by the Developer and the OWNER shall have no liability in this regard.

11.6 THAT THE DEVELOPER shall provide at its own cost Electricity wirings, Water Courses, pipe Lines, Septic Tank, Sewerage lines along with its connections in all the Flats and nits along with the OWNER' allocated portions.

ARTICLE: XII

COMMON ASSERTIONS

12.1 THAT THE DEVELOPER shall pay and bear the Taxes and other dues and outgoings in respect of the entire Property on and from the date of taking the Vacant possession of the same and the Developer Undertakes to pay and bear the same till the OWNER are delivered with the possession in respect of their Shares in the New Construction which shall include the barranca of the Tax also during the period of Construction.

12.2 AS soon as the building is completed and the OWNER' Share is delivered within the said Building in typical floor area together with all sorts of rights in respect of Common portions and common facilities on the basis of the Notice being served upon the Owner by the Developer, the OWNER therefrom shall be responsible to pay the proportionate taxes in respect of their allotted portions, till the same are separately assessed and separate tax are levied in respect of their allotted portions.

Be it noted in this regard that the proportionate tax and other charges shall be apportioned on the basis of the total Tax including the total Charges to be arrived at after the completion of the Building. The Developer shall continue to pay the taxes during the period of Construction.

THAT THE DEVELOPER also herein shall be liable to pay its Share of Taxes and Share of Other Charges till his portions are sold out unto and in favour of the different Purchasers and subsequent to giving delivery of possession unto the said intending Purchasers in respect of the allocated portions of the Developer, the said Purchasers shall be liable to bear the proportionate taxes and Charges which shall be apportioned on the basis of the total Taxes including Charges in respect of the entire Building.

12.3 The OWNER and the Developer shall punctually and regularly pay for their respective -allocations of the said rates and taxes to the concerned AUTHORITIES or otherwise as may be mutually agreed upon between the OWNER and the Developer and both the Parties shall keep each other indemnified against all claims, actions, demands, costs charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the OWNER or by the Developer in this behalf.

12.3 AS and from the (late of Notice of Taking Delivery of possession the Owner and the Developer shall be responsible to pay and bear proportionate share of the Service Charges for the Common facilities in the said Building in respect of both the OWNER' allocation and the Developer's allocation and the said Charges shall include proportionate share of the Building including its Water lines, Fire and scavenging Charges, charges for common lights, sanitations, maintenance, repair, renovations, replacements of the common installations including pipes, wirings, pump,

motor, septic tank, and other electrical and mechanical installations and equipment's, stairways, landings" corridors , passage gates and such other further common facilities whatsoever, which shall be set and used by all in common with all the other occupants.

ARTICLE: XIII

LEGAL PROCEEDINGS.

13.1 It is hereby expressly agreed by and between the Parties hereto that it shall be the responsibility of the Developer as Constituted Attorney of the Owner to defend all the actions, suits and proceedings which may arise in respect of the Development of the said Premises and all costs, charges and expenses incurred for that purpose with the approval of the OWNER shall be borne and paid by the Developer and to that effect if the developer needs the authority of the Owner's signatures on the applications and other documents which shall be required to be placed by the OWNER by themselves shall be made accordingly at the advice of the developer herein. The OWNER herein thus hereby undertake to do all such acts, deeds, matters and other things those may be reasonably required to be done in the matter and OWNER shall execute all such other and further additional papers including power of attorney, boundary declaration and/ or authorizations as may be required by the developer for the purpose and the OWNER undertake to sign the said documents and deeds and things provided that all such acts, deeds, and things shall not in any way infringe the rights of the OWNER and / or against the spirit of this agreement.

13.2 ANY Notice required to be given by the developer without prejudice to any other mode of service available on demand to have been served on the OWNER if delivered by hand or by registered post with acknowledgement due to the residence of the OWNER and similarly the notice addressed to

the developer shall be deemed to have been delivered by hand or by registered post with acknowledgement due at the address of the Developer.

13.3 NOTHING in this agreement shall be construed as the demise or assignment or conveyance in Law by the OWNER of the premises or any part thereof to the developer or as creating any right, title, and interest in respect of the property unto the developer.

13.4 THAT the OWNER undertake and agree to execute and register the deeds of conveyances in respect of the developer's share and/ or allotments within 'the said property as and when the same shall be asked by the developer otherwise THEY shall have to grant proper power unto the developer to execute and register the deeds in respect of the developers Share for and on behalf of them subject to consent of the owner

13.5 THAT the OWNER shall have no right to revoke and terminate the instant development agreement but if the terms of this agreement is violated by developer, then this agreement may be cancelled after giving proper notice to the developer.

13.6 THE OWNER undertakes to execute all sorts of documents needed for the said construction as per the request of the developer and undertake to register the same if so required.

ARTICLE: XIV

POSSESSION, MISCELLANEOUS -

- a) The Owner has this day handed over the photocopies of all title Deed, site plan and other title documents relating to the said property to the Developer for smooth functioning of the development work. However, the Owner shall produce upon request of the Developer the original title

documents of the said property as and when required by the requesting authorities.

- b) The Developer shall be duty bound to complete the construction at its own cost including all the common facilities and amenities needed for the said multi storied-building. It is specifically agreed that the tentative time limit for the entire project shall be more or less 24 (Twenty-Four) months from the date of Sanction of Plan and subject to discharge of obligation by the owners.
- c) The owner has taken responsibility and agreed to hand over the peaceful physical possession of the said property to the developer for the purposes of work and right of development of the said property as and when asked by the developer. Also, the builder can start his activity like paper correction, plan sanction, boundary wall, land filling, soil testing etc on the said plot from the day just after registered development agreement & P.O.A.
- d) The First Party and/or its respective legal representatives as well as the Second party and its successor-in-office and legal representatives shall sign and execute all papers, plans, documents and writings for the purpose herein as and when necessary.
- e) In case of any external obstruction in land possession / document error or any land issue in KMC or KMDA is found, it will be the responsibility of the land owner to clear the matter.

ARTICLE XV:

FORCE MEJURE

15.1 THE developer shall not be considered to be liable to any obligation hereunder to the extent that the performance of the relevant obligations is prevented by the existence of the FORCE MAJEURE and shall have

suspended from the obligation during the duration of the FORCE MAJEURE.

15.2 FORCE MAJEURE shall mean flood, earthquake, riot, war, tempest, civil commotion strike and/ or any other act or commission beyond the reasonable control of the developer.

ARTICLE: XVI

ARBITRATION

16.1 If at Any time any dispute shall arise between the parties hereto regarding the construction of interruption of any of the terms and conditions herein contained or touching these presents or- determination of any liability of any of the parties under this agreement, the same shall be referred to the Joint Arbitration and their joint decision shall be deemed to a reference Within the meaning of the Indian Arbitration & Reconciliation Act 1996 or statutory enactment or modification thereunder' and the said Arbitrators will be nominated by each of the parties. In case of differences with the reference of the joint Arbitrators to be appointed by the respective parties, the joint Arbitrators will appoint an Umpire and his decision shall be final and binding upon the respective parties-but in no event none of the parties shall be entitled to stop the progress of construction or development of the said premises until such time the award is given by the Arbitrators or by the Umpire, as the case may be.

SCHEDULE "A" ABOVE REFERRED TO

ALL THAT piece and parcel of Sali land measuring about 02 Cottahs 05 Chittacks 12Sq.ft along with 200 Sq.ft tiles shed^{Cemented Floor} structure comprised in

5 Chittacks
Sumit Bhagat, Associate

holding no- 2987, Nayabad, P.O- Panchasayar, P.s- Purba Jadavpur, Kolkata- 700094, within Kolkata Municipal Corporation ward no- 109, Comprised within R.S & LR Dag no-198, under Khatian no-129 , Mouza-Nayabad, J.L. No-25, Sheet no-2, scheme plot no-29, and the total land is butted and bounded as follows:

ON THE NORTH: Plot no-24

ON THE SOUTH: 20" Wide KMC Road

ON THE EAST: Plot no-28

ON THE WEST: Nirmal Das (plot no- 30)

SCHEDULE" B"

OWNER'S ALLOCATION

shall mean the 40% share of constructed area in which one flat on 2nd floor and another flat on 1st floor of the newly constructed building and shall also get Rs 51,000/- as non-refundable security deposit amount which will be paid at the time of executing this agreement for development.

SCHEDULE" C"

DEVELOPER'S ALLOCATION

In consideration of the above, the Developer shall be entitled to and allocated the remaining all 60% share except the owner allocated area of the constructed area together with the right of user of common spaces, facilities and amenities.

SCHEDULE-D

TECHNICAL SPECIFICATION, PROPOSED FIXTURES, FITTINGS UTILITIES TO BE PROVIDED IN THE BUILDING TO BE CONSTRUCTED: -

1. R.C.C. foundation for R.C.C. Columns and tie beams as per sanctioned plan
2. Outside wall 5" and inside wall 3" with plaster & Putti (if alteration make than extra charge shall be applicable as per marketable rate).
3. Main door will be commercial flush door with Sal Structure.
4. Windows will be Aluminium siding with glass.
5. Staircase and lobby- Marble or Tiles
6. Floor of flats /units will be made of tiles.
7. In the kitchen there will be one slab, water connection, one sink and wall tiles upto 3" feet.
8. Bathroom- floor tiles, wall tiles upto 5'-6" feet and three water connection with commode or Indian pan.
9. Electric points:
5 points in each bedroom, 3 points in bathroom, 3 points in kitchen, 5 points in hall, 2 points in balcony, additional points/plug points at dining room/kitchen/bedrooms will be considered as per requirement.
10. 24 hours running water from overhead tank.
11. Corporation water will be supplied as per schedule as per schedule time of corporation supply.
12. Main gate of the building will be made of iron or stainless steel.
13. Outside plaster and colouring of new proposed building.

14. EXTRA WORK: at the cost of respective purchasers of unit.
15. One parking space ~~if possible~~ as per design will be given to owner.

MEMO OF CONSIDERATION

Received the sum of Rs. 51,000/- (Fifty One Thousand only) only from within named developer being the part amount of total security deposit amount in respect of Schedule "A" mentioned property in the manner as follows: -

UPI / DD NO	DATE	BANK	AMOUNT
T2408141235423388801581	14.08.2024	SBI	Rs 51,000/-

Total

Rs 51,000/-

Ariel Kumar Boddhan

SIGNATURE OF THE OWNER

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

SIGNED SEALED AND DELIVERD

IN THE PRESENCE OF

WITNESSES:

1. Manshi Sardar
Howrah Court.

2. Vivek Choudhary
Howrah Court

Anil Kumar Badhan
SIGNATURE OF THE OWNERS

FOR KURJIKUNJ INFRACITY PVT. LTD.
R. K. Singh
DIRECTORS


SIGNATURE OF DEVELOPER

DRAFTED AND PREPARED BY ME
AS PER INSTRUCTION AND DOCUMENTS
SUPPLIED TO ME


Sumit Bhagat
F/913/780/2014

ADVOCATE
HOWRAH JUDGES COURT
ENROLLMENT NO-

FORM FOR TEN FINGER IMPRESSION

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

Signature Anil Kumar Padhan

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

Signature Rakesh

Photo	Left Hand	Little	Ring	Middle	Fore	Thumb
	Right Hand	Thumb	Fore	Middle	Ring	Little

Signature _____



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



140820242016418983

GRIPS Payment Detail

GRIPS Payment ID:	140820242016418983	Payment Init. Date:	14/08/2024 08:51:36
Total Amount:	7452	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	1258322151219	BRN Date:	14/08/2024 08:52:12
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr Bivek Chowdhery
Mobile: 7003249612

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250164189848	Directorate of Registration & Stamp Revenue	7452
Total			7452

IN WORDS: SEVEN THOUSAND FOUR HUNDRED FIFTY TWO ONLY.

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



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



192024250164189848

GRN Details

GRN:	192024250164189848	Payment Mode:	SBI Epay
GRN Date:	14/08/2024 08:51:36	Bank/Gateway:	SBIEPay Payment Gateway
BRN :	1258322151219	BRN Date:	14/08/2024 08:52:12
Gateway Ref ID:	422718098841	Method:	State Bank of India UPI
GRIPS Payment ID:	140820242016418983	Payment Init. Date:	14/08/2024 08:51:36
Payment Status:	Successful	Payment Ref. No:	2002183003/1/2024
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr Bivek Chowdhery
Address:	Howrah
Mobile:	7003249612
Period From (dd/mm/yyyy):	14/08/2024
Period To (dd/mm/yyyy):	14/08/2024
Payment Ref ID:	2002183003/1/2024
Dept Ref ID/DRN:	2002183003/1/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002183003/1/2024	Property Registration- Stamp duty	0030-02-103-003-02	6921
2	2002183003/1/2024	Property Registration- Registration Fees	0030-03-104-001-16	531
Total				7452

IN WORDS: SEVEN THOUSAND FOUR HUNDRED FIFTY TWO ONLY.

Major Information of the Deed

Deed No :	I-1901-07454/2024	Date of Registration	14/08/2024
Query No / Year	1901-2002183003/2024	Office where deed is registered	
Query Date	13/08/2024 7:05:16 PM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Anand Kumar Sinha Howrah Judges Court, Thana : Howrah, District : Howrah, WEST BENGAL, PIN - 711101, Mobile No. : 7003249612, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 51,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 47,18,333/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 615/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



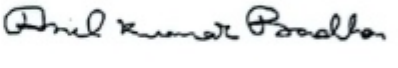
District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No: 2987, , Ward No: 109 Pin Code : 700094

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	2 Katha 5 Chatak 12 Sq Ft	1/-	46,58,333/-	Width of Approach Road: 20 Ft.,
Grand Total :				3.8431Dec	1 /-	46,58,333 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	1/-	60,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		200 sq ft	1 /-	60,000 /-	



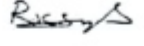
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Anil Kumar Pradhan Son of Mr Gunadhar Pradhan Executed by: Self, Date of Execution: 14/08/2024 , Admitted by: Self, Date of Admission: 14/08/2024 ,Place : Office	Photo  14/08/2024	Finger Print  Captured LTI 14/08/2024	Signature  14/08/2024
34/33 Siddhinath Chatterjee Road, City:- Not Specified, P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX3 , PAN No.:: aexxxxxx0f, Aadhaar No: 50xxxxxxx5772, Status :Individual, Executed by: Self, Date of Execution: 14/08/2024 , Admitted by: Self, Date of Admission: 14/08/2024 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Kurjikunj Infra City Private Limited Ananda Raj Nagar, City:- Howrah, P.O:- Sapuipara, P.S:-Bally, District:-Howrah, West Bengal, India, PIN:- 711227 Date of Incorporation:XX-XX-2XX3 , PAN No.:: aaxxxxxx0h,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Rohit Kumar Singh (Presentant) Son of Late Sunil Kumar Singh Date of Execution - 14/08/2024 , , Admitted by: Self, Date of Admission: 14/08/2024, Place of Admission of Execution: Office	Photo  Aug 14 2024 6:47PM	Finger Print  Captured LTI 14/08/2024	Signature  14/08/2024
Kurji Pul Gate No 77, City:- Not Specified, P.O:- Sadaquat Ashram, P.S:-DIGHA, District:-Patna, Bihar, India, PIN:- 800010, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-2XX4 , PAN No.:: asxxxxxx7b, Aadhaar No: 92xxxxxxx8639 Status : Representative, Representative of : Kurjikunj Infra City Private Limited (as director)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Kaushik Sardar Son of Mr P Sardar Howrah, City:- Howrah, P.O:- Howrah, P.S:-Howrah, District:-Howrah, West Bengal, India, PIN:- 711101		 Captured	
	14/08/2024	14/08/2024	14/08/2024
Identifier Of Mr Anil Kumar Pradhan, Mr Rohit Kumar Singh			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Anil Kumar Pradhan	Kurjikunj Infra City Private Limited-3.84313 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr Anil Kumar Pradhan	Kurjikunj Infra City Private Limited-200.00000000 Sq Ft

Endorsement For Deed Number : I - 190107454 / 2024

On 14-08-2024

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 17:49 hrs on 14-08-2024, at the Office of the A.R.A. - I KOLKATA by Mr Rohit Kumar Singh ..

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 47,18,333/-

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

Execution is admitted on 14/08/2024 by Mr Anil Kumar Pradhan, Son of Mr Gunadhar Pradhan, 34/33 Siddhinath Chatterjee Road, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession Business

Indetified by Mr Kaushik Sardar, , Son of Mr P Sardar, Howrah, P.O: Howrah, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Others

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

Execution is admitted on 14-08-2024 by Mr Rohit Kumar Singh, director, Kurjikunj Infra City Private Limited (Private Limited Company), Ananda Raj Nagar, City:- Howrah, P.O:- Sapuipara, P.S:-Bally, District:-Howrah, West Bengal, India, PIN:- 711227

Indetified by Mr Kaushik Sardar, , Son of Mr P Sardar, Howrah, P.O: Howrah, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 615.00/- (B = Rs 510.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 531/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/08/2024 8:52AM with Govt. Ref. No: 192024250164189848 on 14-08-2024, Amount Rs: 531/-, Bank: SBI EPay (SBlePay), Ref. No. 1258322151219 on 14-08-2024, Head of Account 0030-03-104-001-16

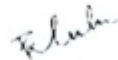
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 6,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 116030, Amount: Rs.100.00/-, Date of Purchase: 13/08/2024, Vendor name: S DEY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/08/2024 8:52AM with Govt. Ref. No: 192024250164189848 on 14-08-2024, Amount Rs: 6,921/-, Bank: SBI EPay (SBlePay), Ref. No. 1258322151219 on 14-08-2024, Head of Account 0030-02-103-003-02



Pradipta Kishore Guha
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2024, Page from 285884 to 285922
being No 190107454 for the year 2024.



SS

Digitally signed by SEMANTI SIKDAR
Date: 2024.08.19 16:45:07 +05:30
Reason: Digital Signing of Deed.

(Semanti Sikdar) 19/08/2024

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.