

10/8/22

10/8/22

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE
HUNDRED RUPEES

भारत गैर न्यायिक

भारत INDIA

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

ALL 336546

Certified that the document is admitted to
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endorsement sheets attached with the
document are the part of this document.

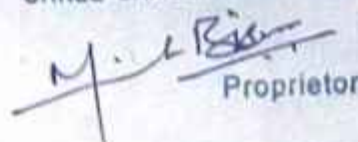
Dist. Sub-Register-II
Dipore, South 24-Parganas

10 AUG 2022

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made this the
10th day of August, 2022 (Two Thousand Twenty-Two) BETWEEN;


SHREE SAI CONSTRUCTION


Proprietor

(1) **SRI SUMANTRA MALLICK**, having PAN : ADMPPM7818H, Aadhaar No.4450 0551 6904, Mobile No.9830360930, son of Late Hemendra Kumar Mallick, (2) **SRI SANTANU MALLICK**, having PAN : ANCPM9455A, Aadhaar No.7791 8609 5062, Mobile No.9836134142, son of Late Sanjoy Mallick, (3) **SRI SANDIP MALLICK**, having PAN : AMTPM3321K, Aadhaar No.8234 4144 7711, Mobile No.9830425477, son of Late Sanjoy Mallick and (4) **SRI SUJOY MALLICK**, having PAN : AQGPM3112M, Aadhaar No.2147 9609 5030, Mobile No.8105789527, son of Sri Sumantra Mallick, all are by creed : Christian, Indian by National, all are residing at 171/1, Diamond Harbour Road, Post Office : Thakurpukur, Police Station : Thakurpukur, Kolkata : 700063, District : 24 Parganas (South), hereinafter collectively called and referred to as "the **OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, successors, administrators, legal representatives and assigns) of the **ONE PART**.

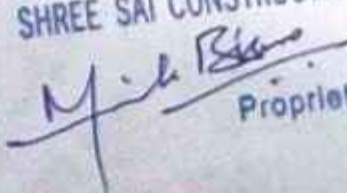
AND

SHREE SAI CONSTRUCTION, a Proprietorship Firm, having its Registered Office at 207U, Thakurpukur Road, Post Office :

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Proprietor

Thakurpukur, Police Station : Thakurpukur, Kolkata : 700063,
District : 24 Parganas (South), represented by its sole Proprietor
SRI MAINAK BISWAS, having PAN : APBPPB4992E, Aadhaar
No.3938 6230 7224, Mobile No.9339470535, son of Late Monoj
Kumar Biswas, by creed : Hindu, Indian by National, residing at
207U, Thakurpukur Road, Post Office : Thakurpukur, Police
Station : Thakurpukur, Kolkata : 700063, District : 24 Parganas
(South), hereinafter called and referred to as the **DEVELOPER**
(which term or expression shall unless excluded by or
repugnant to the context be deemed to mean and include its
successors-in-office and assigns) of the **OTHER PART**.

WHEREAS originally one Hemendra Kumar Mullick had
purchased **ALL THAT** piece and parcel of land measuring about
7 (Seven) Cottahs 3 (Three) Square Feet more or less, lying and
situated at Mouza : Purba Barisha, J.L. No.23, under R.S.
Khatian No.672, appertaining to R.S. Dag No.2045, within the
limits of the then South Suburban Municipality now the Kolkata
Municipal Corporation (South Suburban Unit), under Police
Station : previously Behala at present Thakurpukur, District :
previously 24 Parganas at present 24 Parganas (South) by virtue
of a registered Deed of Bengali Kobala from the then Owner
Uday Chandra Biswas for the valuable consideration as

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+ + +

mentioned therein. The aforesaid Deed was duly registered on 9th September, 1949 in the Office of the Joint Sub-Registrar of Alipore at Behala and recorded in Book No.1, Volume No.16, Pages 170 to 172, Being No.1126 for the year 1949.

AND WHEREAS after such purchase, said Hemendra Kumar Mullick duly constructed one 2 (Two) storied Building upon a portion of his aforesaid purchased property and started living therein with the members of this family.

AND WHEREAS the name of said Hemendra Kumar Mullick had been mutated with the Office of the then South Suburban Municipality now the Kolkata Municipal Corporation (South Suburban Unit) and after such mutation, the aforesaid property known and numbered as Municipal Premises No.316, Diamond Harbour Road (mailing address 171/1, Diamond Harbour Road), Police Station : previously Behala at present Thakurpukur, Kolkata : 700063, under Ward No.124, District : 24 Parganas (South) and used to pay the necessary taxes to the said Authority.

AND WHEREAS while absolutely seized and possessed of the aforesaid property as Owner thereof, said Hemendra Kumar

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Mullick was a Christian by faith died intestate on 21st September, 1987 leaving behind him surviving his three sons viz. Sanjoy Mallick, Sriharsha Mallick, Sumantra Mallick and one daughter viz. Sunanda David as his only legal heirs and successors.

AND WHEREAS after such inheritance said Sanjoy Mallick, Sriharsha Mallick, Sumantra Mallick and Sunanda David became the joint Owners of the aforesaid property each having undivided 1/4th share of the same.

AND WHEREAS while absolutely seized and possessed of the aforesaid property as joint Owners thereof, said Sunanda David sold, transferred and conveyed her undivided 1/4th share of the aforesaid property in favour of his aforesaid three brothers viz. Sanjoy Mallick, Sriharsha Mallick and Sumantra Mallick by virtue of a registered Deed of Conveyance for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 8th August, 1997 in the Office of the Sub-Registrar at Alipore Sardar and recorded in Book No.1, Being No.520 for the year 1997.

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Proprietor

AND WHEREAS after such purchase said three brothers viz. Sanjoy Mallick, Sriharsha Mallick and Sumantra Mallick became the joint Owners of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 7 (Seven) Cottahs 3 (Three) Square Feet more or less together with 2 (Two) storied Building standing thereon, lying and situated at Mouza : Purba Barisha, J.L. No.23, under R.S. Khajuri No.672, appertaining to R.S. Dag No.2045, being known and numbered as Municipal Premises No.316, Diamond Harbour Road (mailing address 171/1, Diamond Harbour Road), Police Station : previously Behala at present Thakurpukur, Kolkata : 700063, within the limits of the Kolkata Municipal Corporation (South Suburban Unit), under Ward No.124, District : 24 Parganas (South) each having undivided $1/3^{\text{rd}}$ share of the same and absolutely seized and possessed of the same as joint Owners thereof.

AND WHEREAS while absolutely seized and possessed of the aforesaid property as joint Owners thereof, said three brothers viz. Sanjoy Mallick, Sriharsha Mallick and Sumantra Mallick felt difficulties to use and enjoy their aforesaid property jointly and/or in ejmali and for that they have partitioned their

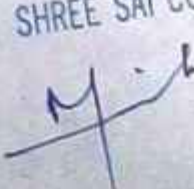
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[Signature]
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aforesaid property by metes and bounds amongst themselves by virtue of a registered Deed of Partition, which was duly executed on 31st January, 1999 and registered on 11th March, 1999 in the Office of the District Sub-Registrar - II at Alipore, South 24 Parganas and recorded in Book No.1, Volume No.99, Pages 29 to 68, Being No.4242 for the year 2002.

AND WHEREAS in terms of the said Deed of Partition, said Sanjoy Mallick being the First Party absolutely got and allotted land measuring about 2 (Two) Cottahs 9 (Nine) Chittacks 35 (Thirty-Five) Square Feet more or less together with portion of the Ground Floor of the said 2 (Two) storied Building **AND** also land measuring about 1 (One) Cottah 6 (Six) Chittacks 30 (Thirty) Square Feet more or less together with one pucca room measuring about 140 (One Hundred Forty) Square Feet more or less standing thereon. The property thereby allotted to said Sanjoy Mallick has been morefully described in the **SCHEDULE - "B"** marked as **LETTER :: "A" & "A-1"** delineated with **"RED"** border line in the **MAP** or **PLAN** annexed to the said Deed of Partition.

AND WHEREAS in terms of the said Deed of Partition, said Sriharsha Mallick being the Second Party absolutely got and

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allotted one R.C. room and balcony all total measuring about 175 (One Hundred Seventy-Five) Square Feet more or less on the First Floor of the said 2 (Two) storied Building. The property thereby allotted to said Sriharsha Mallick has been morefully described in the **SCHEDULE - "C"** marked as **LETTER : "B"** delineated with **"YELLOW"** border line in the **MAP or PLAN** annexed to the said Deed of Partition.

AND WHEREAS in terms of the said Deed of Partition, said Sumantra Mallick being the Third Party absolutely got and allotted land measuring about 610 (Six Hundred Ten) Square Feet more or less together with portion of the said 2 (Two) storied Building which includes one R.C. Room **AND** entire First Floor of the said 2 (Two) storied Building **AND** land measuring about 1 (One) Cottah 11 (Eleven) Chittacks 30 (Thirty) Square Feet more or less of the said 2 (Two) storied Building. The property thereby allotted to said Sumantra Mallick have been morefully described in the **SCHEDULE - "D"** marked as **LETTER : "C", "C-1" & "C-2"** delineated with **"GREEN"** border line in the **MAP or PLAN** annexed to the said Deed of Partition.

AND WHEREAS after execution and registration of the aforesaid Deed of Partition, said Sriharsha Mallick registered one Trust

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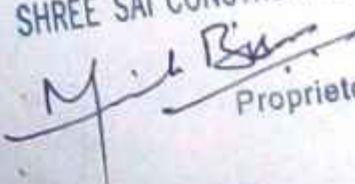
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Deed in respect of his aforesaid allotted portion, wherein it was specifically mentioned that after his death his aforesaid allotted portion devolved upon his nephew Sujoy Mallick, son of Sumantra Mallick absolutely and forever. The aforesaid Deed was duly registered in the Office of the District Subb-Registrar - II at Alipore at Behala and recorded in Book No.1, Volume No.99, Pages 69 to 78, Being No.4243 for the year 2002.

AND WHEREAS after passage of time said Sriharsha Mallick breathed his last and upon his demise, the said Deed of Trust came to an end and in terms of the said Deed of Trust, said Sujoy Mallick became the Owner of the property left by said Sriharsha Mallick absolutely and forever.

AND WHEREAS the name of said Sanjoy Mallick had been mutated in respect of his property with the Office of the Kolkata Municipal Corporation and after such mutation, his aforesaid property assessed as Assessee No.41-124-05-1074-5 and he used to pay the necessary taxes to the said Authority.

AND WHEREAS the name of said Sumantra Mallick had been mutated in respect of his property with the Office of the Kolkata

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Municipal Corporation and after such mutation, his aforesaid property assessed as Assessee No.41-124-05-1073-3 and he used to pay the necessary taxes to the said Authority.

AND WHEREAS the name of said Sujoy Mallick had been mutated in respect of his property with the Office of the Kolkata Municipal Corporation and after such mutation, his aforesaid property assessed as Assessee No.41-124-05-1072-1 and he used to pay the necessary taxes to the said Authority.

AND WHEREAS while absolutely seized and possessed of the aforesaid property as Owner thereof, said Sanjoy Mallick died intestate on 22nd January, 2002 leaving behind him surviving his wife Smt. Kalpana Mallick and two sons viz. Santanu Mallick and Sandip Mallick as his only legal heirs and successors, who jointly inherited the aforesaid property left by said Sanjoy Mallick each having undivided 1/3rd share of the same.

AND WHEREAS after such inheritance said Smt. Kalpana Mallick, Santanu Mallick and Sandip Mallick became the joint Owners of the property left by Sanjoy Mallick, since deceased

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and while absolutely seized and possessed of the same as joint Owners thereof.

AND WHEREAS while absolutely seized and possessed of the aforesaid property as joint Owners thereof, Smt. Kalpana Mallick gifted away her undivided $1/3^{\text{rd}}$ share of the aforesaid property unto and in favour of her younger son Sandip Mallick by virtue of a registered Deed of Gift absolutely and forever. The aforesaid Deed was duly registered on 26th September, 2006 in the Office of the Additional Registrar of Assurances - I, Kolkata and recorded in Book No.1, Volume No.1, Pages 1 to 14. Being No.7266 for the year 2007.

AND WHEREAS after such gift, the said Sandip Mallick became the Owner of the undivided $2/3^{\text{rd}}$ share and Santanu Mallick became the Owner of the undivided $1/3^{\text{rd}}$ share of the aforesaid property left by their father Sanjoy Mallick.

AND WHEREAS with the intent to maintain peace and protect the family harmony said Sandip Mallick had returned by way of gift undivided $1/6^{\text{th}}$ share of the aforesaid property unto and in favour of his mother Smt. Kalpana Mallick by virtue of a

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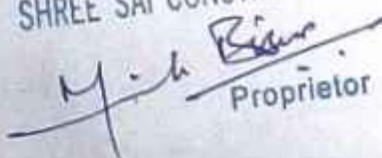
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registered Deed of Gift absolutely and forever. The aforesaid Deed was duly registered on 28th December, 2007 in the Office of the Additional District Sub-Registrar at Behala and recorded in Book No.1, CD Volume No.02, Pages 5082 to 5101, Being No.05923 for the year 2007.

AND WHEREAS after such gift, the said Smt. Kalpana Mallick further became the Owner of the undivided 1/6th share of the aforesaid property and while absolutely seized and possessed of the same as Owner thereof, she gift away the same unto and in favour of her elder son Santanu Mallick by virtue of a registered Deed of Gift absolutely and forever. The aforesaid Deed was duly registered on 7th July, 2008 in the Office of the Additional District Sub-Registrar at Behala and recorded in Book No.1, CD Volume No.20, Pages 2381 to 2394, Being No.07691 for the year 2008.

AND WHEREAS by way of aforesaid the said Santanu Mallick and Sandip Mallick became the joint Owners of the aforesaid property left by their father Sanjoy Mallick each having undivided $\frac{1}{2}$ share of the same.

AND WHEREAS said Sumantra Mallick, Santanu Mallick and Sandip Mallick all jointly as per Deed of Partition from their

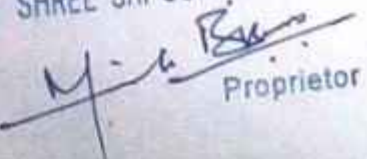
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AND WHEREAS after such gift, the said Smt. Kalpana Mallick further became the Owner of the undivided 1/6th share of the aforesaid property and while absolutely seized and possessed of the same as Owner thereof, she gift away the same unto and in favour of her elder son Santanu Mallick by virtue of a registered Deed of Gift absolutely and forever. The aforesaid Deed was duly registered on 7th July, 2008 in the Office of the Additional District Sub-Registrar at Behala and recorded in Book No.I, CD Volume No.20, Pages 2381 to 2394, Being No.07691 for the year 2008.

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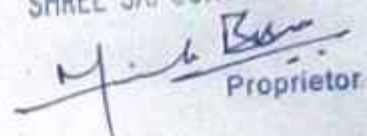
AND WHEREAS said Sumantra Mallick, Santanu Mallick and Sandip Mallick all jointly as per Deed of Partition from their

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allocation a demarcated portion measuring about 3 (Three) Cottahs 2 (Two) Chittacks 15 (Fifteen) Square Feet more or less developed through a Developer viz. "M/s. S.C. ENTERPRISE" and after development of the aforesaid area, the present Owners at present have retained land measuring about 3 (Three) Cottahs 13 (Thirteen) Chittacks 33 (Thirty-Three) Square Feet more or less together with 2 (Two) storied Building standing thereon.

AND WHEREAS the Party hereto of the One Part has decided to develop a demarcated portion of their aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 3 (Three) Cottahs 13 (Thirteen) Chittacks 33 (Thirty-Three) Square Feet more or less together with 2 (Two) storied Building each floor having 1800 (One Thousand Eight Hundred) Square Feet more or less standing thereon, mutated in the name of Sujoy Mallick as Premises No.316, Diamond Harbour Road, bearing Assessee No.41-124-05-1072-1, the name of Sumantra Mallick is being mutated in respect of Premises No.316, Diamond Harbour Road, bearing Assessee No.41-124-05-1073-3 and the names of Santanu Mallick and Sandip Mallick are being mutated as Premises No.316A, Diamond Harbour Road, bearing Assessee No.41-124-05-1074-5, lying and statute at Mouza : Purba

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Barisha, J.L. No.23, under R.S. Khatian No.672, appertaining to R.S. Dag No.2045, being known and numbered as Municipal Premises Nos.316 & 316A, Diamond Harbour Road (mailing address 171/1, Diamond Harbour Road), Police Station : previously Behala at present Thakurpukur, Kolkata : 700063, within the limits of the Kolkata Municipal Corporation (South Suburban Unit), under Ward No.124, bearing Assessee Nos.41-124-05-1073-3, 41-124-05-1072-1 & 41-124-05-1074-5. Additional District Sub-Registry Office at Behala, District : 24 Parganas (South), hereinafter called and referred to as "the **SAID PROPERTY**" and morefully described in the **SCHEDULE - "A"** hereunder written, by raising a tall Building over the said property after sanction of the Building Plan from the Kolkata Municipal Corporation.

AND WHEREAS the Party hereto of the One Part has got no such expertise for construction of any Building and for that they have decided to develop their said property through a competent Developer, who has enough credential in the arena of development.

AND WHEREAS while in search of a good Developer, the Party hereto of the One Part came across with the Developer herein

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

NOW THIS AGREEMENT WITNESSETH are as follows :-

1. **OWNERS :-**

Shall mean (1) **SRI SUMANTRA MALLICK**, son of Late Hemendra Kumar Mallick, (2) **SRI SANTANU MALLICK**, son of Late Sanjoy Mallick, (3) **SRI SANDIP MALLICK**, son of Late Sanjoy Mallick and (4) **SRI SUJOY MALLICK**, son of Sri Sumantra Mallick, all are of 171/1, Diamond Harbour Road, Post Office : Barisha, Police Station : Thakurpukur, Kolkata : 700063, District : 24 Parganas (South) and each of their respective heirs, executors, successors, administrators, legal representatives and assigns.

2. **DEVELOPER :-**

Shall mean **SHREE SAI CONSTRUCTION**, a Proprietorship Firm, having its Registered Office at 207U,

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Thakurpukur Road, Post Office : Thakurpukur, Police Station : Thakurpukur, Kolkata : 700063, District : 24 Parganas (South), represented by its sole Proprietor SRI MAINAK BISWAS, son of Late Montoj Kumar Biswas of 207U, Thakurpukur Road, Post Office : Thakurpukur, Police Station : Thakurpukur, Kolkata : 700063, District : 24 Parganas (South) and its successors-in-office and assigns.

3. THE SAID PROPERTY :-

Shall mean ALL THAT piece and parcel of land measuring about 3 (Three) Cottahs 13 (Thirteen) Chittacks 33 (Thirty-Three) Square Feet more or less together with 2 (Two) storied Building each floor having 1800 (One Thousand Eight Hundred) Square Feet more or less standing thereon, lying and situate at Mouza : Purba Barisha, J.L. No.23, under R.S. Khatian No.672, appertaining to R.S. Dag No.2045, being known and numbered as Municipal Premises Nos.316 & 316A, Diamond Harbour Road (mailing address 171/1, Diamond Harbour Road), Police Station : previously Behala at present Thakurpukur, Kolkata : 700063, within the limits

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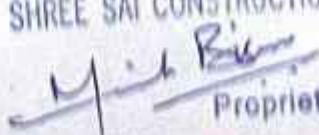
of the Kolkata Municipal Corporation (South Suburban Unit), under Ward No.124, bearing Assessment Nos. 41-124-05-1073-3, 41-124-05-1072-1 & 41-124-05-1074-5, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South).

4. **BUILDING :-**

Shall mean and include the G+IV storied Building to be constructed at the property mentioned in earlier paragraph.

5. **COMMON FACILITIES :-**

Shall mean and include corridors, stairs, ways, passages, way, if any drive ways, common lavatories, if provided by the Developer, water pump and water and facilities, which will be provided by the Developer in the proposed Building. The occupiers of the proposed G+IV storied Building and only the Owner/s of the Flat/s of the proposed G+IV storied Building shall have the right to enjoy the roof of the proposed Building for all ceremonial and other occasions and/or with due approval and permission of the Association of Tenants/Association of

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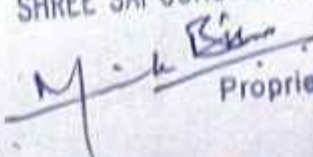
Flat Owners and for maintaining T.V. antenna and water reservoir.

6. **SALEABLE SPACE** :-

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

7. **OWNERS' ALLOCATION** :

On completion of the proposed Building, the Owners shall be in the first instance entitled to get entire Second Floor, one 2BHK Flat having super built up area of 750 (Seven Hundred Fifty) Square Feet more or less on the Third Floor at its Western side, commercial space having an area of 400 (Four Hundred) Square Feet more or less in the Ground Floor and 2 (Two) numbers of Car Parking Spaces each having an area of 120 (One Hundred Twenty) Square Feet more or less in the Ground Floor from the proposed Building in finished and complete condition, morefully described in **SCHEDULE** : "B" hereunder

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written and the fittings, fixtures and arrangements as will be provided by the Developer in the said allocation as fully described in the **SCHEDULE** : "D" hereunder written. The aforesaid Owners' allocation will be demarcated after getting Plan sanction from the Kolkata Municipal Corporation by correspondences.

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

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

9. **THE ARCHITECT :-**

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

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10. **BUILDING PLAN :-**

Will mean such Plan prepared by the Architect for the construction of the proposed Building and sanction by the Kolkata Municipal Corporation and/or any other competent authority as the case may be.

11. **TRANSFER :-**

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

12. **TRANSFeree :-**

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

13. **TIME :-**

Shall mean the construction shall be completed and/or should be ready for possession within 24 (Twenty-Four)

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months from the date of getting peaceful vacant khas possession of the said property from the Owners and/or from the date of getting Plan sanction from the Kolkata Municipal Corporation, whichever will be the later.

14. **WORDS :-**

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

15. **COMMENCEMENT :-**

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

OWNERS' RIGHT AND REPRESENTATION :-

1. The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property.
2. None other than the Owners have any claim, right, title and/or demand over and in respect of the said property and/or any portion thereof.


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3. There is no known interest in the said property within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976.

DEVELOPER'S RIGHT

1. The Owners hereby grant subject to these and laws hereunder provided exclusive right to the Developer to build upon and to exploit commercially the said property and shall be able to exercise the proposed building thereon in accordance with the Plan to be submitted to the Kolkata Municipal Corporation and to any amendment and/or modification thereof to be made by the latter body.
2. All application, Plans and other papers and documents may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate Authorities i.e. Kolkata Municipal Corporation shall be prepared and submitted by the Developer on behalf of the Owners at his own costs and expenses and the Developer shall pay charges and bear all fees including Architect's fees required to be paid or deposited for exploitation of the said property provided however that the Developer shall

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be exclusively entitled to all refunds or any or all payments and/or deposit made by the Developer.

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

-:: CONSIDERATION ::-

1. In consideration of the Owners having agreed to permit the Developer to commercially exploit the said property and to construct, erect and build a proposed Building in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation and in accordance with the Specification and materials description of which are stated in details in SCHEDULE : "C" hereunder written.
2. On completion of the proposed Building, the Owners shall be at the first instance entitled to get entire Second Floor,

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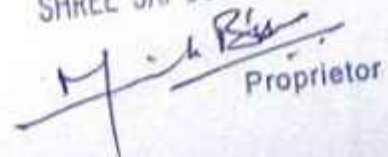
Proprietor

one 2BHK Flat having super built up area of 750 (Seven Hundred Fifty) Square Feet more or less on the Third Floor at its Western side, commercial space having an area of 400 (Four Hundred) Square Feet more or less in the Ground Floor and 2 (Two) numbers of Car Parking Spaces each having an area of 120 (One Hundred Twenty) Square Feet more or less in the Ground Floor from the proposed Building in finished and complete condition, morefully described in **SCHEDULE : "B"** hereunder written and the fittings, fixtures and arrangements as will be provided by the Developer in the said allocation as fully described in the **SCHEDULE : "D"** hereunder written. The aforesaid Owners' allocation will be demarcated after getting Plan sanction from the Kolkata Municipal Corporation by correspondences.

:-: POSSESSION :-:

1. The Owners shall give quiet, peaceful and unencumbered possession of the said property to the Developer simultaneously with the execution of this Agreement enabling the Developer to survey the entire property and

SHREE SAI CONSTRUCTION


Proprietor

for making soil testing and preparation of the proposed Building.

2. The Developer shall complete the construction of the Building positively within 24 (Twenty-Four) months from the date of getting peaceful vacant khas possession of the said property from the Owners and or from the date of getting Plan sanction from the Kolkata Municipal Corporation, whichever will be the later and shall hand over the Owners' allocation by the Developer with the arrangements and other accessories as per specification given details in **SCHEDULE "D"** hereunder written.
3. The Developer shall on completion of the proposed Building put the Owners in undisputed possession of the Owners' allocation together with all rights in common to the common portion as absolute Owners thereof.
4. The Developer shall be exclusively entitled to the Developer's allocation in the proposed Building with exclusive right to transfer or otherwise deal with or dispose of without any right, title, claim or interest therein

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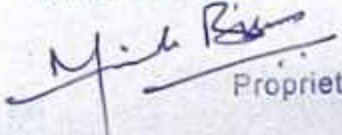
Proprietor

whatsoever with or disturb the quiet and peaceful possession of the Developer's allocation. The Owners shall only transfer by way of proper Deed of Conveyance/s either in favour of the Developer or in favour of the nominee/s of the Developer, the undivided share of the land excepting the proportionate share of land of the Owners.

5. In so far as necessary all dealing by the Developer in respect of the proposed Building shall be in the name of the Owners for which purpose the Owners undertake to give the Developer a Power of Attorney in a form and manner reasonably required by the Developer. It being understood however that such dealings shall not in any manner fasten or create any financial or legal liabilities upon the Owners nor there shall be any clause inconsistent with or against the terms mentioned in this Agreement.

6. That the Owners shall execute the Deed of Conveyance in favour of the Developer or its nominee/s in respect of Developer's allocation of the proposed Building as shall be

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times thereafter the Owners shall be exclusively responsible for payment of all Municipal and property taxes, rates, duties and other public outgoings and imposition whatsoever (hereinafter for the sake of brevity referred to as "the **SAID RATES**") payable in respect of the Owners' allocation, the said rates to be apportioned pro-rata with reference to the saleable space in the Building, if the same are levied on the Building as a whole.

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

COMMON RESTRICTION

1. The Owners' allocation in the proposed Building shall be subject to the same restrictions on transfer and use as

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Proprietor

are applicable to the Developer's allocation in the proposed Building intended for common benefits of all occupiers of the proposed Building which shall include the followings.

2. The Owners shall not use or permit to be used of the Owners' allocation in the proposed Building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance hazard to the Owners, occupiers of the proposed Building. The Developer and its nominee/s shall also not use or permit to be used of the Developer's allocation in the proposed Building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance hazard to the Owners of the proposed Building.
3. Both the Parties shall abide by all laws, bye-laws, rules and regulation of the Government, Local Bodies and Associations when formed in future as the case may be without invading the right to the Owners.

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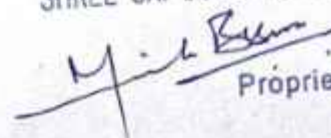
Proprietor

4. The respective Allottees shall keep their respective allocation in the proposed Building in good working conditions and repairs. The roof and the staircase and other common spaces should be cleared by the respective Allottees after the end of ceremonial occasions, if any.
5. Neither Party shall throw accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the proposed Building or in the compound corridors any other portions of the proposed Building.
6. The Developer shall at its own cost demolish the existing structure standing upon the said property and shall enjoy all the debris and salvages at its own whims and desire.

--:: OWNERS' OBLIGATION ::--

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

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Proprietor

2. The Owners hereby agree and covenant with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any portion or portions of the Developer's allocation/portion in the proposed Building.
3. The Owners hereby agree and covenant with the Developer not to let out, grant, lease, mortgage and/or charges the allocated portion of the Developer in the super built-up construction. The Developer also shall not have any right to let, grant, lease, mortgage and/or charges the allocated super built up area of the Owners but shall have all right to let out grant, lease, booking money etc. from the person/s, company/ies in respect of the Developer's allocation.
4. The Owners herein held and liable to amalgamate their said property with any other adjacent properties as per whims and desire of the Developer herein.

-:: DEVELOPER'S OBLIGATION :-

The Developer hereby agrees and covenant with the Owners :-

SHREE SAI CONSTRUCTION

Proprietor

1. The Developer shall complete the construction of the proposed Building within 24 (Twenty-Four) months from the date of getting peaceful vacant khas possession of the said property from the Owners and/or from the date of getting Plan sanction from the Kolkata Municipal Corporation, whichever will be the later, the time of completion of the Building shall be strictly observed. The period of construction will be reasonably extended, if there is any force majeure, natural calamity or situation beyond the control of the Developer.
2. The Developer shall not to violate or contravene any of the provisions or rules applicable for construction of the Building.
3. The Owners shall at the first instance entitled to get their allocation and thereafter the Developer shall handover its allocation to its nominee/s.
4. That the Developer shall at its own cost arrange one alternative accommodation for the Owners herein during the period of constructional work of the proposed Building till handing over possession of the Owners' allocation.

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Proprietor

5. That the Developer shall at its own cost arrange to amalgamate the said property with any other adjacent properties for the benefit of the Developer herein as well as also for the Owners herein and if the same be done by the Developer herein in that event Owners shall be held and liable to render all of their assistance to the Developer herein for the same.
6. The Developer shall at its own cost demolish the existing structure standing upon the said property and shall enjoy the debris and salvages at its own whims and desire.

OWNERS' INDEMNITY

The Owners hereby undertake that the Developer shall be entitled to the said constructions and shall enjoy its allocated portion without any interference and/or disturbance provide the Developer performance and fulfills all and singular the terms and conditions herein contained and/or its part to be observe and performed.

DEVELOPER'S INDEMNITY

1. The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act of commission of the Developer in or in relation to the construction of the said

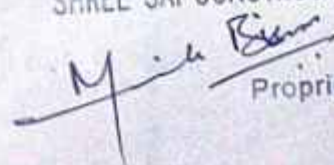
SHREE SAI CONSTRUCTION

M. S. S.
Proprietor

the Developer other than an exclusive right to exploit the same in terms thereof provided however the Developer shall be entitled to borrow money from any Bank/s without creating any financial liability on the Owners of effecting and their estate shall not be encumber and/or be liable for payment of any dues of such Bank/s and for that purpose the Developer shall keep the Owners' indemnified against all actions suits proceedings and cost charges and expenses in respect thereof.

3. Any notice required to be given by the Developer/Owners shall without prejudice to any other mode of service available be deemed to have been served upon the Owners/Developer, if sent to them under registered post with acknowledgement due at the address given in this Agreement.
4. That the Owners hereby fully agree and consent that the Developer shall have the right to advertise, fix hoarding or signboard of any kind relating to the publicity for the benefit or commercial exploitation of the proposed Building from the date of execution of this Agreement.

SHREE SAI CONSTRUCTION


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5. The original Agreement and a Xerox copy of the deeds in respect of the said property shall be kept at the City Office of the Developer or at the Office of its agent for the inspection of the intended Purchaser/s.

-:: FORCE MAJURE ::-

1. The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations was prevented by any Force Majeure and this contract shall remain suspended during the duration of such majeure, if any for the reasonable time.
2. The Force Majeure shall mean floods, earth quake, riot, war, storm, tempest, pandemic, civil commotion, strikes, lock-out and/or any other fact or commission beyond the control of the parties hereto.

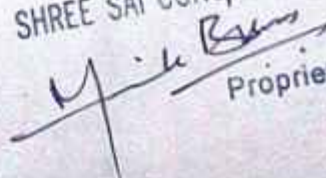
-:: JOINT OBLIGATION ::-

1. The Developer shall develop and construct G+IV storied Buildings on the said land as per Corporation Rules after utilizing the available F.A.R. as per present rules in vogue.

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Proprietor

2. The Owners will lend their names and signatures in all paper, Plans, documents and deeds those may come on the way of the Developer for successful implementation of the project since the project will be developed in the Owners' name and under the Owners' allocation.
3. The Owners will forward to the Developer, the original Title Deed/s of the land on execution of the Agreement for Developer's record and reference against proper acknowledgement and receipt. The Developer shall return all original Title Deed/s of the property to the Owners' Association for its preservation at the time of handing over the Owners' allocation.
4. If the Developer fails and neglects to delay in completing the entire project and/or to hand over the Owners' allocation within the stipulated period the Developer shall pay a sum of Rs.10,000/- (Rupees Ten Thousand) only per month to the Owners towards compensation.

SHREE SAI CONSTRUCTION

Proprietor

THE SCHEDULE : "B" ABOVE REFERRED TO
(DESCRIPTION OF THE OWNERS' ALLOCATION)

ALL THAT on completion of the proposed Building, the Owners shall be at the first instance entitled to get entire Second Floor, one 2BHK Flat having super built up area of 750 (Seven Hundred Fifty) Square Feet more or less on the Third Floor at its Western side, commercial space having an area of 400 (Four Hundred) Square Feet more or less in the Ground Floor and 2 (Two) numbers of Car Parking Spaces each having an area of 120 (One Hundred Twenty) Square Feet more or less in the Ground Floor from the proposed Building in finished and complete condition and the fittings, fixtures and arrangements as will be provided by the Developer in the said allocation as fully described in the **SCHEDULE : "D"** hereunder written. The aforesaid Owners' allocation will be demarcated after getting Plan sanction from the Kolkata Municipal Corporation by correspondences.

THE SCHEDULE : "D" ABOVE REFERRED TO
(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)

ALL THAT rest and/or remaining portions of the total F.A.R. of the proposed Building in the said property save and except the Owners' allocation. The said rests and remaining areas means

SHREE SAI CONSTRUCTION
M. S. Biswas
Proprietor

several Flat/s, Shop/s, Car Parking Space/s and other space/s and proportionate share including common spaces, places, staircases, lift and the Developer shall have the right to sell, mortgage lease out and/or rent out the same in whole or in part together with proportionate share of land at the said property, with right to enter into Agreement for Sale of Flat/s, Shop/s, Car Parking Space/s and other space/s with right on common areas and places to the intending Buyer/s etc. and to take advances and entire consideration from him/her/them without any objection or interruption from the Owners.

THE SCHEDULE : "D" ABOVE REFERRED TO
(DESCRIPTION OF THE SPECIFICATION)

❖ **FOUNDATION :-**

Building designed of R.C.C. foundation.

❖ **STEEL :-**

Standard quality available in the market.

❖ **CEMENT :-**

Standard quality available in the market.

❖ **SAND :-**

Course sand.

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Proprietor

❖ **STONECHIPS :-**

Standard quality available in the market.

❖ **BRICKS :-**

1st class available in the market.

❖ **FLOORING & SKIRTING :-**

Bed rooms, living-cum-dining room, two toilets, kitchen and balcony will be finished with marble, the front and back open space will be finished with net cement.

❖ **KITCHEN :-**

Kitchen will have R.C.C. Cooking platform with 4' height glazed tiles and black stone top of the platform. One steel sink will be provided, one tap on the sink and other under the sink for washing utensils.

❖ **BATHROOM & TOILETS :-**

Floorings of the bathroom and toilet shall be marble finished.

❖ **TOILETS :-**

5' high glaze tiles round. Toilet attached to the Bedroom will have one Western commode (white) with cistern, taps, C.P. Towel Rod, soap tray and shower. Common Toilet

SHREE SAI CONSTRUCTION

M. S. Ramesh
Proprietor

will have Western commode (white) with cistern, one Wash basin (white) taps, towel rod, soap tray and Shower. Geyser point in the Toilet. Both the toilets will have good quality G.I. concealed pipelines.

❖ **DOORS :-**

P.V.C. Door in toilets and good quality phenol bounded flush doors in all inside doors, teak finished flush doors in main door.

❖ **WINDOWS :-**

Mild Steel frame with glass fittings.

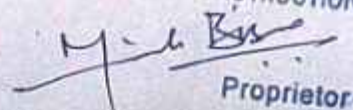
❖ **ELECTRICAL WORKS :-**

Electrical points for light, fan, refrigerator, television etc. will be provided with concealed P.V.C. wiring and complete with distribution boards, sub-distribution board, switch board, with piano type switches and 5 & 15amp plug point, electrical points will be provided as required.

❖ **ELECTRICAL METER :-**

The Developer will arrange for the electric meter for common services like roof lights, stair case, passages and Flat Owners except the Owners herein will pay the deposit amount proportionately.

SHREE SAI CONSTRUCTION


Proprietor

❖ **EXTRA WORK :-**

Request for extra work or change from above mentioned specifications and fixing of costly items will be entertained before commencement of the work of the specified items and extra cost to be paid in advance basis as required.

❖ **WATER SUPPLY :-**

Water will be supplied from the supply of Concerned Authority. Water supply from Kolkata Corporation will be arranged with underground reservoir and cost of water connection from Kolkata Corporation authority will be borne by the Flat Owners except the Owners herein on proportionate cost basis.

❖ **PAINTING :-**

All internal walls will be finished with Plaster of Paris. All external paintings will be with cement based paints. All doors and windows will be enamel paints.

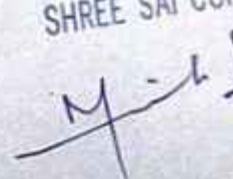
❖ **SANITARY :-**

All internal pipelines will be of concealed type. Soil lines are to be connected to underground drainage pipes terminating in septic tank.

❖ **LIFT :-**

A reputed Company lift to be fitted in the premises.

SHREE SAI CONSTRUCTION


Proprietor

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

SIGNED, SEALED AND DELIVERED

by the Parties at Kolkata

in the presence of :-

WITNESSES :-

1. Sangita Biswas
2070, Thakurpukur Rd
Kolkata - 700063.

2. Partha Saha
Auroville
Kolkata - 700027.

Sumantra Mallik
Satam Mallik
Sonu dip of all etc.
Sujoy Mallik

Signature of the **OWNERS**

Drafted by me :-
Partha Saha
Dated written
1.10.13/2013
Advocate
Alipore Judges' Court, Kol : 27.

SHREE SAI CONSTRUCTION

M. S. Biswas
Proprietor

Signature of the **DEVELOPER**

Computer Typed by :-

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

SHREE SAI CONSTRUCTION

M. S. Biswas
Proprietor



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name SRI SUMANTRA MALLICK
 Signature Sumantra Mallick



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left hand					
right hand					

Name SRI SANTANU MALLICK
 Signature Santanu Mallick



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left hand					
right hand					

Name SRI SANDIP MALLICK
 Signature Sandip Mallick













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left hand					
right hand					

Name SRI SUJOY MALLICK
 Signature Sujoy Mallick

SHREE SAI CONSTRUCTION

M. S. B.
 Proprietor

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left hand					
right hand					

Name..... SRI MAINAK BISWAS

Signature..... Mainak Biswas

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left hand					
right hand					

Name.....

Signature.....

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

Name.....

Signature.....

SHREE SAI CONSTRUCTION
Mainak Biswas
 Proprietor

...icate of Registration under section 60 and Rule 69.
...istered in Book - I
...olume number 1602-2022, Page from 384237 to 384292
...eing No 160210599 for the year 2022.



Digitally signed by SUMAN BASU
Date: 2022.08.22 15:53:46 +05:30
Reason: Digital Signing of Deed.

Suman

(Suman Basu) 2022/08/22 03:53:46 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -II SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)

SHREE SA CONSTRUCTION

M. S. Basu
Proprietor