

28/9/2023

11-2902/2023



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AN 103584

Verified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

Addl. District Sub-Registrar
Bahalo, South 24 Parganas

13 MAR 2023

**AGREEMENT FOR DEVELOPMENT OF A
REAL ESTATE PROJECT**

THIS AGREEMENT FOR DEVELOPMENT OF A REAL ESTATE PROJECT (hereinafter called and referred as the "Development Agreement") is made on this the 13th day of March, Two Thousand Twenty Three), 2023 A.D.

BETWEEN

02 MAR 2023

278

Date

18.00

Name

S. L.

Construction

Address

18.6/4

Pravasi Area Ra

VENDOR : ANANTHA JUDICIAL

ALPPORE SUBORDINATE COURT

KOLKATA-700021

KOL-61

Signature of Vendor



Major Information of the Deed

Deed No :	I-1607-02902/2023	Date of Registration	13/03/2023
Query No / Year	1607-2000593921/2023	Office where deed is registered	
Query Date	04/03/2023 8:20:39 PM	A.D.S.R. BEHALA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Kanchan Maiti 34/1, Mahendra Banerjee Road, Thana : Behala, District : South 24-Parganas, WEST BENGAL, PIN - 700060, Mobile No. : 9330974794, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4310] Other than Immovable Property, Security Bond [Rs : 1,00,000/-], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 1,00,000/-	Rs. 54,60,002/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 7,071/- (Article:48(g))	Rs. 5,028/- (Article:E, E, E.)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bidhu Bhushar Sen Gupta Road, , Premises No: 98J, , Ward No: 128 Pin Code : 700034

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	5 Katha	40,000/-	54,00,002/-	Width of Approach Road: 14 Ft.,
Grand Total :				8.25Dec	40,000 /-	54,00,002 /-	




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.	60,000/-	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	60,000 /-	60,000 /-	

100








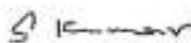
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Sk Sujauddin Son of Sk Safiuddin Executed by: Self, Date of Execution: 13/03/2023 , Admitted by: Self, Date of Admission: 13/03/2023 ,Place : Office	Photo 	Finger Print 	Signature 
	13/03/2023	LTI 13/03/2023	13/03/2023	
98, Bidhu Bhusan Sengupta Road, City:- , P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.: mexxxxxx6c, Aadhaar No: 49xxxxxxxx9955, Status :Individual, Executed by: Self, Date of Execution: 13/03/2023 , Admitted by: Self, Date of Admission: 13/03/2023 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	S L CONSTRUCTION 24/2, Parui Pucca Road, No 2 Basudevapur, City:- , P.O:- Sarsuna, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700061 , PAN No.: AExxxxxx3F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mrs Lipika Das (Presentant) Wife of Mr Taposh Kumar Das Date of Execution - 13/03/2023, , Admitted by: Self, Date of Admission: 13/03/2023, Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
	Mar 13 2023 11:41AM	LTI 13/03/2023	13/03/2023	
24/2, Parui Pucca Road, No 2 Basudevapur, City:- , P.O:- Sarsuna, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700061, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: akxxxxxx2n, Aadhaar No: 92xxxxxxxx3343 Status : Representative, Representative of : S L CONSTRUCTION (as Partners)				
2	Name Mr Sanjay Kumar Tahlani Son of Late Panjainmal Tahlani Date of Execution - 13/03/2023, , Admitted by: Self, Date of Admission: 13/03/2023, Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
	Mar 13 2023 11:42AM	LTI 13/03/2023	13/03/2023	

291, Jyotish Roy Road, City:- , P.O:- New Alipore, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: abxxxxxx8e, Aadhaar No: 28xxxxxxxx9594 Status : Representative, Representative of : S L CONSTRUCTION (as Partners)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Kanchan Maity Son of Late D P Maity 34/1, M. B. Road, City:- , P.O:- Parnasree, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060			
	13/03/2023	13/03/2023	13/03/2023
Identifier Of Sk Sujauddin, Mrs Lipika Das, Mr Sanjay Kumar Tahlani			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Sk Sujauddin	S L CONSTRUCTION-8.25 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Sk Sujauddin	S L CONSTRUCTION-200.00000000 Sq Ft

On 09-03-2023

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 54,60,002/-



Sourav Chakrobarty
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

On 13-03-2023

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 11:32 hrs on 13-03-2023, at the Office of the A.D.S.R. BEHALA by Mrs Lipika Das ..

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

Execution is admitted on 13/03/2023 by Sk Sujauddin, Son of Sk Safiuddin, 98, Bidhu Bhusan Sengupta Road, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Muslim, by Profession Business

Indetified by Mr Kanchan Maity, . . Son of Late D P Maity, 34/1, M. B. Road, P.O: Parnasree, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Business

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

Execution is admitted on 13-03-2023 by Mrs Lipika Das, Partners, S L CONSTRUCTION (Partnership Firm), 24/2, Parul Pucca Road, No 2 Basudevpur, City:- , P.O:- Sarsuna, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700061

Indetified by Mr Kanchan Maity, . . Son of Late D P Maity, 34/1, M. B. Road, P.O: Parnasree, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Business

Execution is admitted on 13-03-2023 by Mr Sanjay Kumar Tahlani, Partners, S L CONSTRUCTION (Partnership Firm), 24/2, Parul Pucca Road, No 2 Basudevpur, City:- , P.O:- Sarsuna, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700061

Indetified by Mr Kanchan Maity, . . Son of Late D P Maity, 34/1, M. B. Road, P.O: Parnasree, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,028.00/- (B = Rs 5,000.00/- ,E = Rs 28.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 5,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 11/03/2023 12:33PM with Govt. Ref. No: 192022230327798668 on 11-03-2023, Amount Rs: 5,028/-, Bank: SBI EPay (SBIPay), Ref. No. 0139086690717 on 11-03-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,071/- and Stamp Duty paid by Stamp Rs 100.00/- by online = Rs 6,971/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 103584, Amount: Rs.100.00/-, Date of Purchase: 02/03/2023, Vendor name: Mamtajudgingazi

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/03/2023 12:33PM with Govt. Ref. No: 192022230327798668 on 11-03-2023, Amount Rs: 6,971/-, Bank: SBI EPay (SBIEPay), Ref. No. 0139086690717 on 11-03-2023, Head of Account 0030-02-103-003-02

Sourav

Sourav Chakrobarty
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal



SK. SUJAUDDIN, son of Sk. Safiuddin (PAN: **MEPPS2146C**, **AADHAAR NO.4991 4198 9955**); by faith-Islam, by occupation-Business, Nationality-Indian; residing at Premises 98, Bidhu Bhusan Sengupta Road, Post Office - Behala, Police Station - Behala, now Parnasree, Kolkata - 700034; hereinafter called and referred to as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

S. L. CONSTRUCTION, (PAN: **AEWFS8003F**) a Partnership Firm, having its registered Office at 186A, Parui Pucca Road, corresponding to Mailing address 24/2, Parui Pucca Road, No. 2, Basudevpur, Post Office - Sarsuna, Police Station - Parnashree, Kolkata - 700061, represented by its **two Partners** - (1) **SMT. LIPIKA DAS**, (PAN: **AKBPD7452N**, **AADHAAR NO. 9243 2781 3343**), wife of Taposh Kumar Das and daughter of late Narayan Chandra Banik, by faith: Hindu, by occupation: Business, Nationality-Indian; residing at 24/2, Parui Pucca Road, No. 2, Basudevpur, Post Office - Sarsuna, Police Station - Parnashree, Kolkata - 700061, (2) **SRI SANJAY KUMAR TAHLANI** (PAN: **ABVPT2508E**, **AADHAAR NO. 2827 0477 9594**), son of late Panjainmal Tahlani, by faith: Hindu, by occupation: Business, Nationality-Indian, residing at Premises No. 291, Jyotish Roy Road, New Alipore, Post Office - New Alipore, Police Station - Behala, Kolkata - 700053, hereinafter called and referred to as the "**DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, legal representative, successors-in-office, and assigns) of the **OTHER PART**.

WHEREAS one Salauddin Molla was the recorded Owner and absolute seized and possessed and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of undivided land measuring 4 Cottahs, be the same or a little more or less, lying and situated Dag Nos. 237 and 238, under Khatian No. 159, of Mouza- Gangarampur, J.L. No. 5, R.S. No. 43½, Touzi No. 1-6, 8-10 & 12-16, Pargana -



Magura, at and being K.M.C. Premises No. 98J, Bidhu Bhusan Sengupta Road, Police Station : Parnasree, Kolkata - 700 034, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 128, under Assessee No. 41-128-07-0301-5, District : South 24-Parganas, together with all facilities and amenities thereto.

AND WHEREAS the said Salauddin Mollah died intestate on 19.01.2008 leaving behind his wife Rokeya Bibi, four sons Sk. Kamal, Sk. Sirajuddin, Sk. Safiuddin, Sk. Kalimuddin and five daughters namely Sahidan Bibi, Rashida Khatun, Nasira Bibi, Jahira Bibi and Jamila Khatun as his heirs and after the demise of Salauddin Molla, his wife, four sons and five daughters inherited the aforesaid property according to Muslim Personal Law.

AND WHEREAS Rokeya Bibi died intestate on 25.03.2016 leaving behind her four sons Sk. Kamal, Sk. Sirajuddin, Sk. Safiuddin, Sk. Kalimuddin and five daughters namely Sahidan Bibi, Rashida Khatun, Nasira Bibi, Jahira Bibi and Jamila Khatun as his heirs and after the demise of Rokeya Bibi, her 2 anna share in the aforesaid property devolved upon her four sons and five daughters according to Muslim Personal Law.

AND WHEREAS by virtue of inheritance Sk. Kamal, Sk. Sirajuddin, Sk. Safiuddin, Sk. Kalimuddin and five daughters namely Sahidan Bibi, Rashida Khatun, Nasira Bibi, Jahira Bibi and Jamila Khatun become the joint Owner in respect of **ALL THAT** piece and parcel of undivided land measuring 4 Cottahs, be the same or a little more or less, lying and situated Dag Nos. 237 and 238, under Khatian No. 159, of Mouza- Gangarampur, J.L. No. 5, R.S. No. 43½, Touzi No. 1-6, 8-10 & 12-16, Pargana - Magura, at and being K.M.C. Premises No. 98J, Bidhu Bhusan Sengupta Road, Police Station : Parnasree, Kolkata - 700 034, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 128, under Assessee No. 41-128-07-0301-5, District : South 24-Parganas, together with all facilities and amenities thereto.

AND WHEREAS in the aforesaid property the said Sahidan Bibi, Rashida Khatun, Nasira Bibi, Jahira Bibi and Jamila Khatun have undivided **ALL THAT** land measuring 1 Cottah 8 Chittacks 24 Square Feet, be the same or a little more or less out of 4 Cottahs, while the said Sk. Kamal, Sk. Sirajuddin, Sk. Safiuddin, Sk. Kalimuddin have undivided **ALL THAT** land measuring 2 Cottahs 7 Chittacks 21 Square Feet, be the same or a little more or less out of 4 Cottahs.

AND WHEREAS by virtue of a Registered Deed of Gift dated 01.08.2022 (1) Sahidan, wife of Aftabuddin, (2) Rasida Khatun, wife of Mohammad Ali Molla, (3) Nasira Bibi, wife of Hannan Ali Khan, (4) Jahira Bibi, wife of Nurul Huda and (5) Jamila Khatun, daughter of Late Salauddin Molla, as Donors being the Owner gifted and assigned **ALL THAT** undivided land measuring 1 Cottah 8 Chittacks 24 Square Feet, be the same or a little more or less out of 4 Cottahs, lying and situated Dag Nos. 237 and 238, under Khatian No. 159, of Mouza-Gangarampur, J.L. No. 5, R.S. No. 43½, Touzi No. 1-6, 8-10 & 12-16, Pargana - Magura, at and being part of K.M.C. Premises No. 98J, Bidhu Bhusan Sengupta Road, Police Station : Parnasree, Kolkata - 700 034, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 128, under Assessee No. 41-128-07-0301-5, District : South 24-Parganas, together with all facilities and amenities annexed thereto unto and in favour of her four brothers namely, Sheikh Kamal, Sk. Sirajuddin, Sk. Safiuddin and Sk. Kalimuddin, all sons of Late Salauddin Molla. The said Deed of Gift was registered in the Office of the District Sub-Registrar IV at Alipore and entered in Book No. I, Volume No. 1604-2022, Pages 273473 to 273504, Being No.160408795, for the year 2022.

AND WHEREAS after getting the undivided land measuring 1 Cottah 8 Chittack 24 Square feet, be the same or a little more or less by virtue of gift and undivided land measuring 2 Cottahs 7 Chittack 21 Square feet, be the same or a little more or less by virtue of inheritance, the said Sk. Kamal, Sk. Sirajuddin, Sk. Safiuddin and Sk. Kalimuddin became the joint absolute Owner in respect of **ALL THAT** piece and parcel of land measuring 4(four) Cottahs, lying and situated in Dag Nos. 237 and 238, under Khatian No. 159, of Mouza-

Gangarampur, J.L. No. 5, R.S. No. 43½, Touzi No. 1-6, 8-10 & 12-16, Pargana - Magura, at and being K.M.C. Premises No. 98J, Bidhu Bhusan Sengupta Road, Police Station : Parnasree, Kolkata - 700 034, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 128, under Assessee No. 41-128-07-0301-5, District : South 24-Parganas, together with all facilities and amenities annexed thereto.

AND WHEREAS by virtue of a registered Deed of Gift dated 15.12.2022, the said the said Sk. Kamal, Sk. Sirajuddin and Sk. Kalimuddin jointly gifted and assigned their undivided 75% share out of **ALL THAT** piece and parcel of land measuring 4(four) Cottahs, lying and situated in Dag Nos. 237 and 238, under Khatian No. 159, of Mouza- Gangarampur, J.L. No. 5, R.S. No. 43½, Touzi No. 1-6, 8-10 & 12-16, Pargana - Magura, at and being K.M.C. Premises No. 98J, Bidhu Bhusan Sengupta Road, Police Station : Parnasree, Kolkata - 700 034, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 128, under Assessee No. 41-128-07-0301-5, District : South 24-Parganas, together with all facilities and amenities annexed thereto, unto and in favour of their brother Sk. Safiuddin. The said Deed of Gift was registered at the office of Additional District Sub-Registrar at Behala and entered in Book No. I, Volume No. 1607-2022, Pages from 485766 to 485789, Being No. 160716611 for the year 2022.

AND WHEREAS after getting undivided 75% share by virtue of gift and undivided 25% share by virtue of inheritance the said Sk. Safiuddin became the absolute owner of **ALL THAT** piece and parcel of land measuring 4(four) Cottahs, be the same or a little more or less lying and situated Dag Nos. 237 and 238, under Khatian No. 159, of Mouza- Gangarampur, J.L. No. 5, R.S. No. 43½, Touzi No. 1-6, 8-10 & 12-16, Pargana - Magura, at and being K.M.C. Premises No. 98J, Bidhu Bhusan Sengupta Road, Police Station : Parnasree, Kolkata - 700 034, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 128, under Assessee No. 41-128-07-0301-5.

AND WHEREAS by virtue of a registered Deed of Gift dated 16.12.2022, the said Sk. Safiuddin gifted and assigned **ALL THAT** piece and parcel of land measuring 4 (four) Cottahs, be the same or a little more or less lying and situated Dag Nos. 237 and 238, under Khatian No. 159, of Mouza- Gangarampur, J.L. No. 5, R.S. No. 43½, Touzi No. 1-6, 8-10 & 12-16, Pargana - Magura, at and being K.M.C. Premises No. 98J, Bidhu Bhusan Sengupta Road, Police Station : Parnasree, Kolkata - 700 034, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 128, under Assessee No. 41-128-07-0301-5, District : South 24-Parganas, together with all facilities and amenities annexed thereto and in favour of his son Sk. Sujauddin. The said Deed of Gift was registered in the office of Additional District Sub-Registrar at Behala and entered in Book No. I, Volume No. 1607-2022, Pages from 507802 to 507822, Being No. 160716712 for the year 2022.

AND WHEREAS one Salauddin Molla was the recorded Owner and absolutely seized and possessed and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of undivided land measuring 1 Cottah, be the same or a little more or less, lying and situated Dag Nos. 239 and 240, under Khatian No. 159, of Mouza- Gangarampur, J.L. No. 5, R.S. No. 43½, Touzi No. 1-6, 8-10 & 12-16, Pargana - Magura, at and being K.M.C. Premises No. 308, Bidhu Bhusan Sengupta Road, Police Station : Parnasree, Kolkata - 700 034, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 128, under Assessee No. 41-128-07-0693-4, District : South 24-Parganas, together with all facilities and amenities thereto.

AND WHEREAS the said Salauddin Mollah died intestate on 19.01.2008 leaving behind his wife Rokeya Bibi, four sons Sk. Kamal, Sk. Sirajuddin, Sk. Safiuddin, Sk. Kalimuddin and five daughters namely Sahidan Bibi, Rashida Khatun, Nasira Bibi, Jahira Bibi and Jamila Khatun as his heirs and after the demise of Salauddin Molla, his wife, four sons and five daughters inherited the aforesaid property according to Muslim Personal Law.

AND WHEREAS Rokeya Bibi died intestate on 25.03.2016 leaving behind her four sons Sk. Kamal, Sk. Sirajuddin, Sk. Safiuddin, Sk. Kalimuddin and five daughters namely Sahidan Bibi, Rashida Khatun, Nasira Bibi, Jahira Bibi and Jamila Khatun as his heirs and after the demise of Rokeya Bibi, her 2 anna share in the aforesaid property devolved upon her four sons and five daughters according to Muslim Personal Law.

AND WHEREAS by virtue of inheritance Sk. Kamal, Sk. Sirajuddin, Sk. Safiuddin, Sk. Kalimuddin and five daughters namely Sahidan Bibi, Rashida Khatun, Nasira Bibi, Jahira Bibi and Jamila Khatun become the joint Owner in respect of **ALL THAT** piece and parcel of undivided land measuring 1 Cottah, be the same or a little more or less, lying and situated Dag Nos. 239 and 240, under Khatian No. 159, of Mouza- Gangarampur, J.L. No. 5, R.S. No. 43½, Touzi No. 1-6, 8-10 & 12-16, Pargana - Magura, at and being K.M.C. Premises No. 308, Bidhu Bhusan Sengupta Road, Police Station : Parnasree, Kolkata - 700 034, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 128, under Assessee No. 41-128-07-0693-4, District : South 24-Parganas, together with all facilities and amenities thereto.

AND WHEREAS in the aforesaid property the said Sahidan Bibi, Rashida Khatun, Nasira Bibi, Jahira Bibi and Jamila Khatun have undivided **ALL THAT** land measuring 6 Chittacks 6 Square Feet, be the same or a little more or less out of land measuring 1 Cottah, while the said Sk. Kamal, Sk. Sirajuddin, Sk. Safiuddin, Sk. Kalimuddin have undivided **ALL THAT** piece and parcel of undivided land measuring 9 Chittacks 39 Square Feet, be the same or a little more or less out of 1 Cottah.

AND WHEREAS by virtue of a Registered Deed of Gift dated 01.08.2022 (1) Sahidan, wife of Aftabuddin, (2) Rasida Khatun, wife of Mohammad Ali Molla, (3) Nasira Bibi, wife of Hannan Ali Khan, (4) Jahira Bibi, wife of Nurul Huda and (5) Jamila Khatun, daughter of Late Salauddin Molla, as Donors being the Owner gifted and assigned **ALL THAT** undivided land measuring 6 Chittacks 6 Square Feet, be the same or a little more or less out of 1 Cottah, lying and situated

Dag Nos. 239 and 240, under Khatian No. 159, of Mouza- Gangarampur, J.L. No. 5, R.S. No. 43½, Touzi No. 1-6, 8-10 & 12-16, Pargana - Magura, at and being part of K.M.C. Premises No. 308, Bidhu Bhusan Sengupta Road, Police Station : Parnasree, Kolkata - 700 034, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 128, under Assessee No. 41-128-07-0693-4, District : South 24-Parganas, together with all facilities and amenities annexed thereto unto and in favour of her four brothers namely, Sheikh Kamal, Sk. Sirajuddin, Sk.Safiuddin and Sk. Kalimuddin all sons of Late Salauddin Molla. The said Deed of Gift was registered in the Office of the District Sub-Registrar IV at Alipore and entered in Book No. I, Volume No. 1604-2022, Pages 273441 to 273472, Being No.160408796, for the year 2022.

AND WHEREAS after getting the undivided land measuring 6 Chittacks 6 Square feet, be the same or a little more or less by virtue of gift and undivided land measuring 9 Chittacks 39 Square feet be the same or a little more or less by virtue of inheritance, the said Sheikh Kamal, Sk. Sirajuddin, Sk.Safiuddin and Sk. Kalimuddin became the joint absolute Owner in respect of **ALL THAT** piece and parcel of land measuring 1 Cottah, lying and situated Dag Nos. 239 and 240, under Khatian No. 159, of Mouza- Gangarampur, J.L. No. 5, R.S. No. 43½, Touzi No. 1-6, 8-10 & 12-16, Pargana - Magura, at and being K.M.C. part of KMC Premises No. 308, Bidhu Bhusan Sengupta Road, Police Station : Parnasree, Kolkata - 700 034, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 128, under Assessee No. 41-128-07-0693-4, District : South 24-Parganas, together with all facilities and amenities annexed thereto.

AND WHEREAS by virtue of a registered Deed of Gift dated 15.12.2022 the said Sk. Kamal, Sk. Sirajuddin, and Sk. Kalimuddin gifted and assigned undivided 75% share out of **ALL THAT** piece and parcel of land measuring 1 Cottah, lying and situated Dag Nos. 239 and 240, under Khatian No. 159, of Mouza- Gangarampur, J.L. No. 5, R.S. No. 43½, Touzi No. 1-6, 8-10 & 12-16, Pargana - Magura, at and being part of K.M.C. Premises No. 308, Bidhu Bhusan Sengupta Road, Police Station : Parnasree, Kolkata - 700 034, within the territorial limits of the Kolkata Municipal Corporation in its Ward No.

128, under Assessee No. 41-128-07-0693-4, District : South 24-Parganas, together with all facilities and amenities annexed thereto, unto and in favour of Sk. Safiuddin. The said Deed of Gift was registered at the office of Additional Sub-Registrar at Bahala and entered in Book No. I, Volume No. 1607-2022, Page From 485725 to 485747, Being No. 160716610 for the year 2022.

AND WHEREAS after getting 75% share by virtue of gift and 25% share by virtue of inheritance , the said Sk. Safiuddin became the absolute owner of **ALL THAT** piece and parcel of land measuring 1(one) Cottah, be the same or a little more or less lying and situated Dag Nos. 239 and 240, under Khatian No. 159, of Mouza-Gangarampur, J.L. No. 5, R.S. No. 43½, Touzi No. 1-6, 8-10 & 12-16, Pargana - Magura, at and being K.M.C. Premises No. 308, Bidhu Bhusan Sengupta Road, Police Station : Parnasree, Kolkata - 700 034, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 128, under Assessee No. 41-128-07-0693-4.

AND WHEREAS by virtue of a registered Deed of Gift dated 16.12.2022 the said Sk. Safiuddin gifted and assigned **ALL THAT** piece and parcel of land measuring 1 Cottah, be the same or a little more or less lying and situated Dag Nos. 239 and 240, under Khatian No.159, of Mouza- Gangarampur, J.L. No. 5, R.S. No. 43½, Touzi No.1-6, 8-10 & 12-16, Pargana - Magura, at and being K.M.C. Premises No. 308, Bidhu Bhusan Sengupta Road, Police Station : Parnasree, Kolkata - 700 034, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 128, under Assessee No. 41-128-07-0693-4 unto and in favour of his son Sk. Sujauddin. The said Deed of Gift was registered at the office of Additional Sub-Registrar at Bahala and entered in Book No. I, Volume No. 1607-2022, Page From 507781 to 507801, Being No. 160716711 for the year 2022.

AND WHEREAS by virtue of gift, the present owner owned and possessed of two properties, being K.M.C. Premises No. 98J, and 308, Bidhu Bhusan Sengupta Road, Police Station : Parnasree, Kolkata - 700 034.

AND WHEREAS the aforesaid two properties being K.M.C. Premises Nos. 98J, and 308, Bidhu Bhusan Sengupta Road, Police Station : Parnasree, Kolkata - 700 034 are contiguous to each other and the owner applied for amalgamation and mutation of the aforesaid two properties into one premises and the authority of Kolkata Municipal Corporation amalgamated and mutated the aforesaid two properties into one premises and after amalgamation the aforesaid two properties has since been known as K.M.C. Premises No. 98J, Bidhu Bhusan Sengupta Road, Police Station : Parnasree, Kolkata - 700 034, under Ward No.128, containing land measuring 5 Cottahs, be the same a little more or less, under Assessee No. 41-128-07-0301-5 and enjoying the same without interruption from anybody else.

AND WHEREAS the present owner also got his name mutated in respect of the aforesaid property in the records of the B.L. & L.R.O under L.R. Khatian No. 458 for Dag no- 237 and 238 and L.R Khatian no- 434 for Dag no- 239 and 240.

AND WHEREAS for protection and preservation of the property the present Owner erected brick wall in and around the property.

AND WHEREAS the present owner owned and possessed of **ALL THAT** piece and parcel of land measuring 5(five) Cottahs, be the same or a little more or less, whereupon structure standing thereon, lying and situated Dag Nos. 237, 238, 239 and 240, under Khatian No. 159, corresponding to L.R. Khatian No. 458 for Dag no- 237 and 238 and L.R Khatian no- 434 for Dag no- 239 and 240 of Mouza-Gangarampur, J.L. No. 5, R.S. No. 43½, Touzi No. 1-6, 8-10 & 12-16, Pargana - Magura, at and being K.M.C. Premises No. 98J, Bidhu Bhusan Sengupta Road, Police Station : Parnasree, Kolkata - 700 034, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 128, under Assessee No. 41-128-07-0301-5, District : South 24-Parganas, together with all facilities and amenities annexed thereto which has been specifically been described in the **SCHEDULE** - **A** hereunder and hereinafter referred to as the "**Said Premises**".

AND WHEREAS the said Owner, being now desirous of developing the said premises by constructing thereupon a new building in accordance with the building plan to be approved and sanctioned by the Kolkata Municipal Corporation. But due to financial stringency and/or paucity of funds the said Owner are unable to start the construction of the said proposed building and had been in search of a suitable Developer, who can undertake the responsibility of construction of such building at the said premises by his/her/their own funds, arrangements and expenses.

AND WHEREAS being aware of such intention of the Owner, the Developer herein contacted the Owner and requested them to allow it to develop the said premises as desired by the Owner by constructing the proposed building in accordance with the sanction plan to be sanctioned by the Kolkata Municipal Corporation at the arrangement, cost and expenses of the Developer.

AND WHEREAS upon and after negotiations between the two parties; the Owner herein, being party of the first part, have agreed to allow the Developer, being the party of the other part, to develop the said premises, being KMC Premises No. . 98J, Bidhu Bhusan Sengupta Road, Police Station : Parnasree, Kolkata - 700 034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.128, as a real estate project ,on the terms and conditions hereinafter contained in this "***Development Agreement***".

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES HERETO on the following terms and conditions.

ARTICLE-I: DEFINITIONS

- 1.1. **OWNER:-** Shall mean **SK. SUJAUDDIN**, son of Sk. Safiuddin, residing at Premises 98, Bidhu Bhusan Sengupta Road, Post Office - Behala, Police Station-Parnasree,Kolkata-700034, include his heirs, executors, administrators, legal representatives and assigns.
- 1.2. **DEVELOPER:-** Shall mean **S. L. CONSTRUCTION**, a Partnership Firm, having its registered Office at 186A, Parui Pucca Road, corresponding to Mailing address 24/2, Parui Pucca Road, No. 2,

Basudevpur, Post Office - Sarsuna, Police Station - Parnashree, Kolkata - 700061, represented by its two Partners namely, (1) **SMT. LIPIKA DAS**, wife of Taposh Kumar Das and daughter of late Narayan Chandra Banik, residing at 24/2, Parui Pucca Road, No. 2, Basudevpur, Post Office - Sarsuna, Police Station - Parnashree, Kolkata - 700061 and (2) **SRI SANJAY KUMAR TAHLANI**, son of late Panjainmal Tahlani, residing at Premises No. 291, Jyotish Roy Road, New Alipore, Post Office - New Alipore, Police Station - Behala, Kolkata - 700053 and include its heirs, executors, legal representatives, successor-in-office and assigns.

- 1.3. **TITLE DEEDS**: - Shall mean all the documents of title and Ownership relating to the said premises and the same shall be handed over in original by the Owner to the Developer simultaneously on execution of this Agreement. The Developer shall acknowledge the receipt of these original documents on tendering of the same.
- 1.4. **SAID PREMISES**: Shall mean **ALL THAT** piece and parcel of land measuring 5(five) Cottahs, be the same or a little more or less lying and situated Dag Nos. 237, 238, 239 and 240, under Khatian No. 159, corresponding to L.R. Khatian No. 458 for Dag no- 237 and 238 and L.R Khatian no- 434 for Dag no- 239 and 240 of Mouza- Gangarampur, J.L. No. 5, R.S. No. 43½, Touzi No. 1-6, 8-10 & 12-16, Pargana - Magura, at and being K.M.C. Premises No. 98J, Bidhu Bhusan Sengupta Road, Police Station : Parnasree, Kolkata - 700 034, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 128, under Assessee No. 41-128-07-0301-5, District : South 24-Parganas, together with all facilities and amenities annexed thereto as more fully and particularly mentioned and described in the **SCHEDULE-"A"** hereunder written.
- 1.5. **BUILDING**: - Shall mean building or Buildings to be constructed upon the said premises as per sanction plan to be sanctioned by the Kolkata Municipal Corporation (the competent authority) and any further constructed area or, floors to be and as may be sanctioned by the said Municipal Corporation.

- 1.6. **OWNER'S ALLOCATION:-** Shall mean the allocation of the Owner as mentioned in **SCHEDULE-"B"** hereunder written.
- 1.7. **DEVELOPER'S ALLOCATION:-** Shall mean the allocation of the Developer as mentioned in **SCHEDULE-"C"** hereunder written.
- 1.8. **COMMON AREAS, PORTIONS, FACILITIES & AMENITIES** : Shall mean and include the entire land on which the proposed building is to come up, roof top, common basements, terraces, corridors, hall ways, stair case /ways, passage ways, drive ways, pumps space, accommodation for the watch and ward or for the lodging of community services personnel, underground water reservoir, overhead water tank, stair and stair landing on all floors, lifts, lift well, lift landing on all floors, lift lobbies, fire escapes, common entrance and exits of the building, common storage spaces, water pump and motor, fans, compressors, sumps, central services for electricity, water ,gas, sanitation and all other common facilities and amenities which may be set up and established by the Developer herein at its discretion and/or as advised by the competent authority and as may be reasonably required and feasible for the establishment, enjoyment, maintenance and/or management of the building and land there under and such other common facilities and amenities as are in future, after the building is complete and possession handed over to the respective allottee/buyer and his association/society is formed for the maintenance of the building and premises, mutually agreed and settled between the Developer / allottee of the various units/floors/ flats/car parking spaces/spaces, and which have been mentioned and described in the **SCHEDULE "D"** hereunder.
- 1.9. **COMPETENT AUTHORITY** : shall mean "Kolkata Municipal Corporation" having at present the authority and powers to give permission for development of the said premises and to construct building(s) thereat and thereon as per building and other related plans to be sanctioned and approved by them or such other authority or authorities as are notified by the government in future for the said purposes.

- 1.10. **SANCTION PLAN:** Shall mean the site plan, building plan, building permit, service plan, parking and circulation plan, landscape plan, layout plan and such other plans and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the competent authority prior to the start of development/construction of the building at the said premises.
- 1.11. **APARTMENT(S):** Shall mean and include dwelling units, flats, offices, showrooms, godowns, suit, tenement, units, rooms, enclosed spaces as are created/built/constructed in the proposed building by the Developer for sale, transfer and/or use for residential or commercial or business or professional or occupational purposes or for any other related and ancillary purpose as per sanction plan of the competent authority.
- 1.12. **CAR PARKING AREAS/GARAGES:** Shall mean areas/spaces whether covered, uncovered or open, as are sanctioned by the competent authority in the proposed Building for parking of two wheelers, motor cars and vehicles and for use as garages for other means of conveyances.
- 1.13. **SALEABLE SPACE:** Shall mean apartment(s) (being the dwelling and other units/floors/ flats/car parking spaces/spaces) in the building (s), to be developed/constructed by the Developer under this development agreement and which are available for independent dwelling, residence, use, occupation and enjoyment after making due provisions for common areas and facilities and the space required for such common facilities.
- 1.14. **COMMON EXPENSES:** Shall mean and include expenses incurred for the purpose of maintaining the said premises and the proposed building in particular the common parts/areas as also meeting of the common expenses and matters relating to mutual rights and obligations of the Developer and the Owner herein including their nominees/assignees and also including the intending allottees of the Apartments and the common use and enjoyment thereof and which have been mentioned in the **SCHEDULE-"E"** hereunder.

- 1.15. **ARCHITECT:** Shall mean such person or persons, registered under the provisions of the Architect Act, 1972, who may be entrusted and/or appointed by the Developer for both designing and sanction of the building plan(s) on the said land and premises as aforesaid.
- 1.16. **BUILT UP AREA :** Shall mean and include the covered area of the units/floors/ flats/car parking spaces/spaces and including external and internal walls, stairs and stairs landing, lift and lift well and columns, as specified in the Plan to be Sanctioned by the competent authority being the Kolkata Municipal Corporation.
- 1.17. **CARPET AREA:** - Shall mean the net usable floor area of an Apartment excluding the area covered by the external walls, under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment(s).
- 1.18. **TRANSFEROR:** Shall mean the Owner and the Developer herein who intend to sell and transfer the apartments, out of the saleable areas being allocated to them respectively in this agreement, to the intending allottees (being the intending buyers/allottees/ purchasers/users) together with undivided proportionate share of the land and right to use the common space in the building to be built on the said premises.
- 1.19. **ALLOTTEE :** Shall mean the individual, person, firm, limited or private limited company, limited liability partnership, society, any other authorized entity or an Association of persons to whom Apartment (s) and/or car parking spaces in the building are and have been allotted, sold and or transferred by the Developer and/or Owner, out of their respective shares/allocations and include such persons who subsequently acquire the said allotment of apartments through sale, transfer or otherwise but shall not include a person to whom the apartment is given on rent.
- 1.20. **TRANSFER:** Shall mean with its grammatical variation and include transfer by possession and by any other means adopted for effecting what is legally termed as a transfer of any property/ apartment/ building/flat/unit/car parking or garage area to the Allottee (s)

thereof in terms of transfer of property act 1882 and/or any other applicable law.

- 1.21. **NOTICE:** - Shall mean and include all notices to be served hereunder by either of the parties to the other and such notices shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the concerned party hereto.
- 1.22. **SINGULAR:** Shall mean plural and vice versa, masculine shall include feminine and vice versa.
- 1.23. **PARTIES :** shall collectively mean both Owner and Developer herein in the agreement

ARTICLE-II COMMENCEMENT

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

3. ARTICLE-III: OWNER'S RIGHT & REPRESENTATION

The Owner hereto is absolutely seized and possessed of and/or well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 5 (five) Cottahs, be the same or a little more or less, whereupon structure standing thereon, lying and situated Dag Nos. 237, 238, 239 and 240, under Khatian No. 159, corresponding to L.R. Khatian No. 458 for Dag no- 237 and 238 and L.R Khatian no- 434 for Dag no- 239 and 240 of Mouza- Gangarampur, J.L. No. 5, R.S. No. 43½, Touzi No. 1-6, 8-10 & 12-16, Pargana - Magura, at and being K.M.C. Premises No. 98J, Bidhu Bhusan Sengupta Road, Police Station : Parnasree, Kolkata - 700 034, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 128, under Assessee No. 41-128-07-0301-5, District : South 24-Parganas, together with all facilities and amenities annexed thereto.

- 3.1. Save and except the Owner herein nobody else has or have any right, title, interest, claim and demand whatsoever or howsoever in respect of and in the said premises.

- 3.2. That the said premises are free from all encumbrances, charges, liens, disputes, claims, attachments, mortgages, power of attorneys, trusts, tenancy rights, legal and court cases whatsoever or howsoever.
- 3.3. That since the day of execution of this agreement and till the completion of the proposed building and sale of all the saleable space; if any person/s claims any kind of right, title and interest in respect of the said premises, then the Owner shall be fully liable for the same and pay the amount of expenses and amounts to be or may be incurred and/or paid by the Developer towards the same.
- 3.4. That the Owner has not sold or entered into any agreement for sale and/or development or any other kind of agreement whatsoever or howsoever in respect of the said premises prior to this agreement. That the said premises are not subject to any notice of acquisition or requisition from any person/authority/govt.

ARTICLE-IV: DEVELOPERS' RIGHTS

- 4.1. The Owner herein, hereby grant exclusive rights to the Developer to develop the said premises by way of constructing a building(s) in accordance with the building sanction plan of the competent authority with or without any amendment/change/alterations and/or modifications thereto made or caused to be made by the parties hereto.
- 4.2. That the Developer will pay expenses for obtaining sanction of the building plan and shall bear all expenses towards plan sanction and other applicable fees, building & construction materials, labor cost, legal fees and all construction charges of the building and to complete it in all respects at its own costs or at the cost of the intending Allottee or Allottees including architect fees, charges and expenses required to be paid or deposited for the purpose of development of the said premises and the Owner shall not have any responsibility in these respects.
- 4.3. It is made clear that save and except the share of the Owner in the proposed building as mentioned in **SCHEDULE-"B"**, hereunder; all other apartment(s)/ car parking areas/ garages will be the exclusive property of the Developer herein and if the Developer so desires, the same could be disposed of by the Developer to the prospective

buyer(s) at any sale consideration value or price which the Developer may decide at its sole discretion.

- 4.5. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said premises or any part thereof to the Developer or creating any right, title or interest in respect thereof to the Developer other than exclusive rights and license to the Developer for the purpose of development of the said premises in terms hereof and to deal with the Developer's Allocation of the saleable area of the building.
- 4.6. The Developer shall have right to publish and issue advertisements or put out hoardings at any place or at the site of the premises to draw the attention of the prospective buyers of the apartment(s)/ car parking areas/ garages of the proposed building/s.

ARTICLE-V: CONSIDERATION

- 5.1. In consideration of the Agreement, the Owner has agreed to grant exclusive right of development of the said premises to the Developer and the Developer agrees and/or undertakes to allot the Owner's Allocation to the Owner as more fully and particularly mentioned in the **SCHEDULE-"B"** hereunder written, while Developer will have the allocation as per **SCHEDULE-"C"** mentioned hereunder.
- 5.2. In addition to the Owner's allocation as mentioned in the **SCHEDULE- B** hereunder; the Developer would pay and the Owner will be entitled to a sum of Rs.1,00,00,000/- (Rupees One Crore) only as a non-refundable amount which shall be paid by the Developer as per the time schedule mentioned hereunder.
 - a) Rs.5,00,000/- (Rupees Five Lac) only at the time of execution and registration of the Development Agreement and the Development Power of Attorney. The acknowledge of the amount is being shown in the Memorandum of Consideration appended hereunder.
 - b) Rs. 95,00,000/- (Rupees Ninety Five Lac) only within 18 months from the date of sanction of the building plan with a grace period of 6 months.
- 5.3. The Developer shall have full liberty and rights to sell their portion of the saleable area in terms of the Development Agreement to the

intending allottees/ buyer/s and to receive the sale consideration/ Advance amount in their account as per their allocation of the saleable area of the proposed building as mentioned in the **SCHEDULE "C"** hereunder.

- 5.4. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said plot of land or any part thereof to the Developer or in creating any right, title or interest in respect thereof to the Developer save and except to commercially explore the same in terms hereof by constructing the building(s) on the said premises and to deal with the Developers' Allocation in the building in the manner herein stated, without creating any liability, financial or otherwise, whatsoever upon the Owner.

ARTICLE-VI: POSSESSION

- 6.1. Simultaneously on execution of this Development Agreement, the Owner shall handover vacant and peaceful possession of the said premises to the Developer along with all original papers and documents of Ownership/title relating to the said premises.

ARTICLE-VII: PROCEDURE

- 7.1 Simultaneously on execution and registration of this Agreement, the Owner shall grant proper authority to the Developer by executing and registering a Power of Attorney in favour of the Developer in such format as may be required by the Developer for the purpose of construction of the proposed building as per sanction plan of the Competent authority and for development of the said premises and for selling out the apartment(s)/ car parking areas/ garages of its allocation together with undivided share of the land to the intending allottee/s through Deeds of Conveyance/s , Agreements for Sale and to sign and execute all necessary papers, deeds, documents, etc. in respect of Developer's Allocation of the saleable area only and also to represent the Owner for all purposes in connection with all appropriate and necessary works and deeds/acts before the appropriate authorities, agencies, departments etc provided however the same shall not create financial liabilities upon the Owner. The Owner and the Developer shall sell their specific apartment(s)/ car

parking areas/ garages/commercial area in their respective allocation on the basis of the said Power of Attorney and this development agreement to the intending allottees/ buyers.

- 7.2 Apart from the Development Power of Attorney, the Owner shall execute and register a General Power of Attorney in favour of the Developer to acts, deeds and things mentioned therein including necessary authorities to obtain sanction of the building plan from the Kolkata Municipal Corporation.
- 7.3 Apart from the said registered Power of Attorneys; the Owner also do hereby undertakes that they shall execute and sign as and when necessary all required papers, deeds, documents, plans etc. for the purpose of development of the said premises, if and as shall be necessary.
- 7.4 The Developer shall keep original and certified copy of the sanctioned Architectural building Plan and the Structural Plan in its custody and provide the Owner with a Xerox copy of the same but the Developer shall handover the parties copy to the Owner after completion of the building.
- 7.5 Simultaneously on execution of this Development Agreement, the Owner shall also hand over original title deeds, mutation certificate, paid tax receipts and other muniments relating to the title of the said premises to the Developer. The Developer shall acknowledge receipt of the same. The Developer shall handover all those and such original documents to the "Owner Association or body "after completion of the building and after the grant of completion /occupancy certificate by the competent authority.
- 7.6 The Developer shall execute and register the Agreements for Sale and Deeds of Conveyance in respect of its allocated portion of saleable area as mentioned in **SCHEDULE-"C"** hereunder in favour of the intending Allottee(s)/Nominee(s) as selected and fixed by the Developer, on the basis of the said registered Power of Attorney to be given and executed by the Owner as per para-7.1 above.
- 7.7 The Developer shall keep the original Development Agreement & Power of Attorney in its custody, while the Owner shall keep a

certified copy or photocopy of the Development Agreement and of the Power of Attorney.

ARTICLE-VIII: DEALINGS OF SPACES IN THE BUILDING

- 8.1. After obtaining sanction of the building plan; within 30(thirty) days or such extended time as they may mutually decide and agree there from, the Owner and the Developer will execute and register a Deed of Declaration and/or a Supplementary Agreement describing, fixing and determining specific residential and commercial areas/floors/space of the building out of their respective allocations of the saleable area as mentioned in **SCHEDULE "B"** & **SCHEDULE "C"** hereunder.
- 8.2. The Developer shall on completion of the building, put the Owner in undisputed possession of the Owner's allocation to the Owner. However, the Developer shall hand over possession to buyers from its allocation in entirety. The Developer shall have liberty to execute Agreements for Sale/s and Deeds of Conveyance/s in respect of its allocation in the proposed building.
- 8.3. The Owner will be entitled to transfer or otherwise deal with the Owner's allocation as mentioned in **SCHEDULE - "C"** hereunder.
- 8.4. That save and except allocation mentioned in the **SCHEDULES-"B" & "C"** hereunder, the common arrears, facilities and amenities will be jointly possessed and enjoyed by the Owner and the Developer and their heirs and nominees including the intending buyers/ allottees/ Owner of the apartments and the Developer shall have exclusive right to dispose of their portions in any manner whatsoever.
- 8.5. The Developer shall be exclusively entitled to its own allocation of the residential building with the right to transfer, or otherwise deal with or dispose of the same and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developers' allocation provided that the Developer complies with all the terms and conditions to be observed and performed by the Developer under these presents.
- 8.6. The Developer being the party of the Other Part in the agreement, shall be at liberty with exclusive rights and authority to negotiate for sale of apartment(s)/ car parking areas/ garages together with proportionate share of land (excluding the accommodation provided

under Owner's allocation, as mentioned herein before), of the said proposed building on the said premises with any prospective allottees/ buyers on or before or during the course of the construction work of the said building at such sale consideration and price and on such terms and conditions as the Developer may think fit and proper at its sole discretion. It is clearly agreed and declared by the parties herein that the consideration/sale money for such sale and transfer of Developers allocation as aforesaid, including earnest money or initial payments or part payments thereof shall be received by the Developer directly in its account and the Owner's herein will have no right and share and will not be entitled to any portion thereof.

- 8.7. The Developer shall be entitled to enter into agreement(s) for sale/s in respect of Developers' allocation in the proposed building on the basis of the registered Development Power of Attorney and shall be entitled to sign all necessary papers, documents and agreements for such purpose on behalf of the Owner by virtue of the same registered Development Power of Attorney, however that such dealings shall not in any manner fasten or create any financial and legal liability upon the Owner.
- 8.8. The Developer on behalf of the Owner shall execute and register the Deed of Conveyance or Conveyances or sale deeds in favor of the intending Allottees /buyers out of the Developers' allocation of the saleable area of the building and also to convey the undivided proportionate share of the land of the said premises, save and except the Owner's allocation, on the strength of the registered Development Power of Attorney, however the costs of such Deeds of Conveyances or Sale deeds including cost of non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Allottees or Allottees or buyers thereof.

ARTICLE-IX: BUILDING

- 9.1. The Developer shall at its own costs construct, erect and complete the building at the said premises in accordance with the sanctioned plan with such materials and with such specification as may be recommended by the Architect from time to time.

- 9.2. Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided such quality is not inferior to the standards as mentioned in the applicable Building Laws.
- 9.3. The Developer shall install and erect in the said proposed building at the Developers' own costs standard new water pump set with motor, water storage tanks, overhead reservoirs, electric wiring and electrical fittings (BUT excluding fans, geysers, air conditions and other gadgets) and other facilities as are required to be provided in a building having self-contained apartment(s)/ car parking areas/ garages/commercial area constructed for sale herein on Ownership basis and as mutually agreed.
- 9.4. The Developer shall be authorized in the name of the Owner in so far as is necessary to apply for and obtain quotas, entitlements and other allocations of cement, all types of steels, bricks other building materials and accessories for the construction of the building as a whole and to similarly apply for and obtain temporary and permanent connections of power, water, drainage, sewerage and/or other facilities, if any, available to the new building and other inputs and facilities required for the construction of and enjoyment of the building.
- 9.5. The Developer shall at its own costs and expenses and without creating any financial or other liability to the Owner, construct and complete the said proposed building along with its various apartments(units/floors/ flats/car parking space/spaces, therein in accordance with the sanction building plan.
- 9.6. All costs, charges and expenses including architect's fees shall be discharged and paid by the Developer and the Owner will have no responsibility and/or liability in this respect to the Architect.

ARTICLE-X: COMMON FACILITIES

- 10.1. The Developer shall pay and bear all property taxes and other dues and out goings in respect of the building accruing due as and from the date of this agreement till handover of the entire building to the respective allottees.

- 10.2. As soon as the building is completed, the Developer shall after obtaining completion/occupancy certificate from competent authority and drainage connection, give written notice to the Owner requiring the Owner to take possession of the Owner's allocation in the building. Then after 30 (thirty) days from the date of service of such notice and at all times thereafter the Owner shall be exclusively responsible for payment of all municipal and property taxes, rates, duties dues and other public out goings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owner's allocations, the said rates to be apportioned pro-rata with reference to the saleable space in the building if any and as are levied on the building as a whole.
- 10.3. 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 by and 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 or them as the case may be consequent upon a default by Owner or the Developer in this behalf.
- 10.4. Any transfer or any transfer of any part of the Owner's Allocation of the new building shall be subject to the other provisions hereof and the respective transferee/s or allottees shall have to be responsible in respect of the space transferred and to pay the said rates and service and maintenance charges for the common facilities in accordance with law.
- 10.5. If any person/buyer fails to pay maintenance charges in respect of his/her/their particular area/apartment, ; in that event he/she/they will have to pay interest as would be mutually determined between the Owner/Developers and the buyers/allottees of the apartments.
- 10.6. The Owner shall not do any acts, deeds or things whereby the Developer shall be prevented or obstructed from construction and completion of the said building, as per approved plan.

- 10.7. Both the Developer and Owner herein shall enjoy their respective allocations/portions in the said building under their occupation forever and after registration of conveyance shall hold with absolute right of alienation, transfer, gift etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

ARTICLE-XI: COMMON RESTRICTION

The Owner's allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the Developer's allocation in the building intended for common benefits of all occupiers of the building which restrictions shall include the following:-

- 11.1. Neither party shall use or permit the use of their respective allocations in the building or any portion thereof for carrying on any obnoxious, illegal, immoral trade or activity and nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- 11.2. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 11.3. Neither party shall transfer or permit to transfer their respective allocations or any portion thereof unless :-
 - a. Such party shall have reasonably observed and performed the terms and conditions on their respective part to be observed and/or performed as per this development agreement.
 - b. The proposed transferee(s) shall have given a written undertaking to the effect that such transferee(s) shall remain bound by the terms and conditions hereof and of these presents and further that such transferee(s) shall pay all and whatsoever shall be payable in relation to the area of their respective possession.
- 11.4. Both parties shall abide by all law, bye-laws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any

deviation, violation and/or breach of any of the said laws, bye laws, rules and regulations.

- 11.5. The respective allottees/buyers shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from and against the consequence of any such breach.
- 11.6. Neither party shall do or cause or permit to be done any act or thing which may render void and violate any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
- 11.7. No goods or other items shall be kept by either party or by the allottees for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.
- 11.8. Neither party and/or the allottees shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.
- 11.9. Either of the parties shall permit the other's agents with or without workmen and others at all reasonable times to enter into and upon the each party's allocation for the purpose of maintenance or repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and in good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains, sewer lines, electrical lines, gas and water pipes and electric wires and for any similar purpose.

ARTICLE-XII: OWNER'S OBLIGATIONS

- 12.1. The Owner doth hereby agree and covenant with the Developer not to cause any interference or hindrance in the lawful construction of the

said building at the said premises by the Developers. If any unreasonable interference or hindrance is caused by the Owner or their agents, servants, representative or impediment to such construction; the Owner will be liable for such losses and damages. The Owner doth hereby covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developers' allocated portion in the building at the said premises in favour of the intending buyers of apartment(s)/ car parking areas/ garages in the said building. The Owner further gives undertaking for and on behalf of his agent, servant, representative for similar acts at his own liability and responsibility subject to fulfillment of the Developer's obligation to the Owner as agreed upon herein.

- 12.2. The Owner doth hereby agrees and covenants with the Developer not to let out, grant, lease mortgage, and/or charge or part with possession of the said premises or any portion thereof before date of completion of the construction without the consent in writing of the Developer on and from the date of execution of this development Agreement.
- 12.3. The Owner herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction and sale of the said building or apartment's therein save and except in case of any confirmed illegal acts and default of the Developers. It is recorded herein that the completion period of the proposed building shall be within 18 (eighteen) months from the date of sanction of the building plan with a further grace period of 6(six) months.
- 12.4. The Owner herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said premises/lands or any portion thereof at any time during the subsistence of this agreement.
- 12.5. The Owner hereto without being influenced or provoked by anybody do hereby categorically undertake that, as the Developer starts the construction of the said proposed building exclusively at its own cost arrangement and risk in as much as without having any financial participation and/or involvement on the part of the Owner hereto, the

Owner henceforth and for all times to come shall not raise any claim and/or press for any extra benefits and/or amount in terms of the Development Power of Attorney, except otherwise mentioned within this agreement and the Developer shall be at liberty to receive any amounts from any Allottee/Allottees in its own name and to appropriate the said amounts and sale proceeds of the apartment(s)/ car parking areas/ garages of the said building with regard to its allocation at its sole discretion without having any attachment and/or share thereon of the Owner hereto. Be it recorded that the money collected by the Developer from the allottee/allottees shall not in any way fasten the Owner with any liability nor shall it create any charge upon the said premises or any part thereof.

- 12.6. The Owner shall clear and pay the outstanding dues in respect of the said premises, if any.
- 12.7. The Owner shall not take any loan from the bank or financial institution creating charge over the said premises as equitable mortgage or in any manner whatsoever. However, the Equitable mortgage, charge or lien may be created only out of Owner's Allocation of the saleable area of the residential saleable area as mentioned in **SCHEDULE-"B"** and also in respect of apartment(s)/ car parking areas/ garages of the intending Allottee/s or buyers who want to purchase and/or buy the same from the Owner out of the Owner's Allocation by availing loan/financial assistance from commercial banks or financial institutions. The Owner shall also have the right to submit the building plan with all other relevant and required documents to the banks and financial institutions for their necessary prior approval of the building to enable intending buyers/allottees of the apartments to get necessary bank/institutional loans with ease and without many hassles.

ARTICLE-XIII: DEVELOPER'S OBLIGATIONS

- 13.1. The Developer doth hereby agree and covenants with the Owner to complete the construction of the building within **18** (eighteen) months from the date of sanction of the building plan with a further grace period of 6(six) months and also shall obtain sanction of the building plan.

- 13.2. The Developer hereby agrees and covenants with the Owner not to do any act deed or things whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of any of the Owner's allocations in the building at the said premises.
- 13.3. The Developer doth hereby agree and covenant with the Owner not to transfer and/or assign the rights and benefits of this development agreement in full or any portion thereof to any party or parties without the consent in writing of the Owner. The Developer is liable to hand over the Owner's allocation to the Owner first and then the Developer shall handover possession of the Developers' Allocation to the intending allottees/nominees.
- 13.4. The Developer hereby agrees and covenants with the Owner not to violet or contravenes any of the provisions and rules applicable to the construction of the said proposed building.
- 13.5. The Developer hereby agrees and covenants with the Owner not to part with possession of the Owner's Allocation or any portion thereof to any third party but the Developer may deliver or part with possession of its own allocated portion to any person and can enter into agreement(s) with party or parties for sale of any part of its allocated portion in the building to be erected upon the said premises.
- 13.6. The Developer shall not take any loan from the bank or financial institution creating charge over the said premises as equitable mortgage or in any manner whatsoever. However, the Equitable mortgage, charge or lien may be created only out of Developers' Allocation of the saleable area as mentioned in **SCHEDULE-"C"** and also in respect of apartment(s)/ car parking areas/ garages of the intending Allottee/s or buyers who want to purchase and/or buy the same from the Developer out of the Developers' Allocation by availing loan/financial assistance from commercial banks or financial institutions. The Developer shall also have the right to submit the building plan with all other relevant and required documents to the banks and financial institutions for their necessary prior approval of the building to enable intending buyers/allottees of the apartments

get necessary bank/institutional loans with ease and without many hassles.

- 13.7. The Developer shall obtain all papers and documents relating to the said premises at its cost and expenses for causing sanction of the building plan from the competent authority. The Owner shall have no liability or responsibility to obtain any documents for causing necessary sanction of the building plan.
- 13.8. The Developer shall not assign this development agreement to any other third party without the prior written approval of the Owner.
- 13.9. The West Bengal Housing Industry Regulation Act, 2017 has come into operation and the Developer at its own cost and expenses shall obtain all sorts of necessary registrations and permissions from the concerned regulatory authority/s established under the said act and the Developer shall do, complete and comply with all applicable provisions, rules and regulations of the said Act or any amendment thereof in connection with the development of the said premises and construction of buildings thereat as specified in this development agreement.
- 13.10. After completion of construction of the proposed building and obtaining Completion Certificate from the Kolkata Municipal Corporation the Developer shall handover 2 BHK flat in the ground floor at the back side of the building to the Owner.

ARTICLE-XIV: OWNER'S INDEMNITY

- 14.1. The Owner hereby undertakes that the Developer shall be entitled to the to the building(s) to be constructed on the said premises and shall enjoy its allocated space of the residential saleable area without any interference or disturbances by or on the part of the Owner provided the Developer performs and fulfills the terms and conditions herein contained and/or in its part to be observed and performed.

ARTICLE-XV: DEVELOPER'S INDEMNITY

- 15.1. The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sort of act of accident or omission or commission of the Developer in relation to

the construction of the said building and the Developer shall also be fully responsible if the construction fails down due to inferiority of the materials and other latent defects thereto.

- 15.2. The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developers' action with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect there in.

ARTICLE-XVI: MISCELLANEOUS

- 16.1. The Owner and the Developer have entered into this development Agreement purely as a contract on basis of this joint venture agreement and under no circumstances this shall be treated as partnership and/or Associations of persons in between the Owner and the Developers.
- 16.2. Immediately after possession of premises is given by the Owner, the Developer shall be entitled to start construction of the said building at the said premises in accordance with the sanction building plan.
- 16.3. The Owner and Developers shall not be liable for any Income Tax, Goods and Service Tax, Wealth Tax or any other taxes in respect of the each other's allocation and the respective party shall be liable to make payment of the same and keep the other affected party indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 16.4. The Developer and/or its nominees/assignees and the Owner shall mutually frame scheme for the management and administration of the said building and/or common parts hereof and the Owner hereby agree to abide by all the rules and regulations to be framed by any society/ association and/or any other organization which will be in charge of such management of the affairs of the building and/or common parts thereof and hereby give their consent to abide by such rules and regulations. It is made clear that the allottees/buyers/Owner of the respective apartment(s)/ and/or car parking areas/ garages of the said building, after the handover of the possession to them by the Developer and Owner; shall maintain the

same themselves and/or through an association/society to be formed for such purpose.

- 16.5. As and from the date of completion of the building; the Developer and/or its transferees/buyers/allottees and the Owner and/or their transferees/buyers/allottees shall each be liable to pay and bear the proportionate charges on account of ground rent, wealth taxes, municipal tax, property tax and other taxes and maintenance charges payable in respect of their respective spaces/flats/apartments.
- 16.6. In the proposed building to be constructed by the Developer, the Developer shall provide the following specifications as more fully and particularly mentioned and described in the **SCHEDULE "F"** hereunder written in the apartments/flats of the Owner share/allocation and the Developer shall solely be responsible for any defects in the items provided. However; the specifications of the apartments and the materials and facilities to be provided in the apartments/spaces in the Developer's share/allocation shall be solely decided by the Developer.

ARTICLE-XVII: FORCE MAJEURE

- 17.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations are prevented by the existence of the **"Force Majeure"** and accordingly shall be suspended from the obligations during the duration of the **"Force Majeure"**.
- 17.2. **"Force Majeure"** shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of

power supply, war, military operations, riots, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material or skilled labor, any legislation, regulation, ruling or omissions (including delay or failure to grant or get any necessary permissions or sanctions for reasons outside the control of either Party) or for any orders from any authorities/governments/courts.

ARTICLE - XVIII: PENAL CLAUSE

- 18.1. If the Developer fails and /or neglect to complete the construction of the said building within the time period stipulated herein (Time being considered as the essence of this contract) then the Developer shall be liable to pay a sum of Rs.5,000/- (Rupees Five Thousand) only per month to the owner till the completion of the said building unless such payment is waived by the Owner.

ARTICLE-XIX: JURISDICTION

- 19.1. The Courts (Civil & Criminal) of Kolkata, West Bengal alone shall have the jurisdiction to entertain and determine all actions, suits, disputes and proceedings arising out of this development agreement between the parties hereto.

THE SCHEDULE "A" ABOVE REFERRED TO (Description of the said premises)

ALL THAT piece and parcel of land measuring 5 (five) Cottahs, be the same or a little more or less, whereupon brick wall asbestos roofing structure measuring 200 square feet standing thereon, lying and situated Dag Nos. 237, 238, 239 and 240, under Khatian No. 159, corresponding to L.R. Khatian No. 458 for Dag no- 237 and 238 and L.R Khatian no- 434 for Dag no- 239 and 240 of Mouza- Gangarampur, J.L. No. 5, R.S. No. 43½, Touzi No. 1-6, 8-10 & 12-16, Pargana - Magura, at and being K.M.C. Premises No. 98J, Bidhu Bhusan Sengupta Road, Police Station : Parnasree, Kolkata - 700 034, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 128, under Assessee No. 41-128-07-0301-5, District : South 24-Parganas, together with all facilities and amenities annexed thereto, which is butted and bounded:-

- ON THE NORTH BY:** 14' ft. wide common passage;
ON THE SOUTH BY: Land of Prema Chandra Halder;
ON THE EAST BY: House of Satis Ranjan Saha and Purnima seal;
ON THE WEST BY: 12' ft. wide common passage;

THE SCHEDULE "B" ABOVE REFERRED TO
(Owner's Allocation as per clause-1.6 of Article-I)

In lieu of the land of the said premises/property; the Owner will be entitled to get one car parking space in the ground floor of the proposed building together with undivided and impartible proportionate share of the land including all right of easements, facilities and amenities annexed thereto.

In addition to the Owner's allocation as mentioned in the **SCHEDULE-B** hereunder; the Developer would pay and the Owner will be entitled to a sum of Rs.1,00,00,000/- (Rupees One Crore) only as a non-refundable amount which shall be paid by the Developer.

- a) Rs.5,00,000/- (Rupees Five Lac) only on or before execution and registration of the Development Agreement and the Development Power of Attorney. The acknowledge of the amount is being shown in the Memorandum of Consideration appended hereunder.
- b) Rs. 95,00,000/- (Rupees Ninety Five Lac) only within 18 months from the date of sanction of the building plan with a grace period of 6 months.

THE SCHEDULE "C" ABOVE REFERRED TO
(Developers' Allocation as per clause-1.7 of Article-I)

In lieu of making construction of the building at its own costs and expenses by the Developer Save and except the Owner's allocation as mentioned in **SCHEDULE-"B"** hereinabove and non-refundable amount, remaining constructed/ saleable area consisting of flat/floor/unit/car parking space will be the property of the Developer in the proposed building together with undivided and impartible proportionate share of the land including all right of easements, facilities and amenities annexed thereto.

THE SCHEDULE "D" ABOVE REFERRED TO
(Common Areas/ Portions/ Facilities & Amenities)

1. Common entrance and exits to the said premises and the proposed building.
2. Boundary walls, main gate and other gates of the said premises and of the proposed building.
3. Ultimate Roof Top of the proposed building.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any apartment or exclusively for its use).
5. Space underneath the stairs of the ground floor where electric meters or other facilities will be installed.
6. Staircase and staircase landings, lobbies on all the floors, entrance lobby, fire escapes, fire fighting facilities, guard room and other common facilities and amenities as are created in the building for common use and enjoyment.
7. Installations of central services such as electricity, gas, water and sanitation.
8. Water supply system, water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Building.
9. Such other common parts, areas, equipments, electric & other installations, fittings, fixtures and space in or about the said Premises and the said Building as are necessary for passage and use of the flats /apartments/ units in common by the allottees/Owner.
10. Lift well with lift, machine room with all concerned accessories.
11. Common bathroom/toilet for common use in the ground floor of the proposed building.
12. All other portions of the real estate project/building necessary or convenient for its maintenance, safety etc and for and in common use.

THE SCHEDULE "E" ABOVE REFERRED TO
(Common expenses)

On completion of the building; the Owner, the Developer and their nominees including the intending Allottees/Owner/buyers shall regularly and punctually pay their proportionate share of the common expenses as more or less described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing and cleaning and lighting of the common portions/ Installations/ facilities/Amenities of the Building including the outer and external walls , gates, open spaces, passage ways, lifts, staircases, rooftops.
- b) The salary of all persons employed for the common purposes and common facilities including that of security personnel, sweepers, electricians, plumbers etc.;
- c) All charges and deposits for supply and delivery of common utilities to the Owner /allottees in common;
- d) Municipal Tax, water tax and other levies in respect of the said Premises and the proposed Building save those separately assessed on the respective Allottees;
- e) Costs of formation and operating the Association formed for maintenance purpose;
- f) Costs of running, maintenance, repairing and replacement of pumps, lifts and all other common installations and facilities including their license fees, taxes and other levies, if any;
- g) Electricity charges for the electricity energy consumed for the operation and use of the common services and common areas;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association/society as the case may be and as may be necessary or incidental or liable to be paid by the co-owner/allottee in common;

IN WITNESS WHEREOF the **PARTIES** have put their respective signature on this the day, month and year first above written.

SIGNED SEALED & DELIVERED by the
PARTIES at Kolkata in the Presence of :-

WITNESSES :-

1. Santu Sen
255. D.H. Road
Kal-34
2. Chandan Nath Chatterjee
HIS-2 S. B Road Kal-61
Kolkata

SK. SUJAUDDIN

Signature of the **OWNER**

S L CONSTRUCTION

Lipika Das.

S L CONSTRUCTION Partner

S. Kumar

Partner

Signature of the **DEVELOPER**

MEMORANDUM OF CONSIDERATION

RECEIVED a sum of Rs. 5,00,000/- (Rupees Five Lac) only as part of the non-refundable amount from the above named **DEVELOPER** in terms of the Development Agreement as per memo below:-

Particulars	Amount (Rs.)
By Cheque No. 0000001 Dt. 13/03/2023, drawn on Kotak Mahindra Bank Ltd, Behala Chowrasta Branch in Favour of SK Sujauddin	5,00,000/-
TOTAL	Rs. 5,00,000/-

(Rupees Five Lac) only

WITNESS:

- Sanfu Sen
255, D.H. Road
Kal-34

SK. SUJAUDDIN

*Signature of the **OWNER***

- Chandranatha Chatterjee
H/S-2 B. B. Road Mal-61

**Drafted by and Prepared
in my office :-**


Subhankar Sarkar

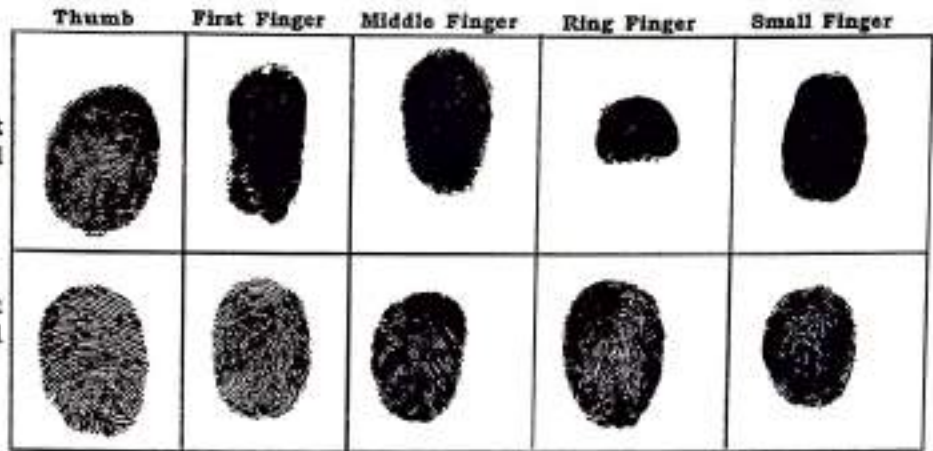
Advocate

Enrolment No. WB/205/1997 of
Bar Council of West Bengal,
Alipore Judges' Court, Kolkata : 27.



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Hand

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NAME:- SK. SUSAUDDIN

Signature : SK. SUSAUDDIN



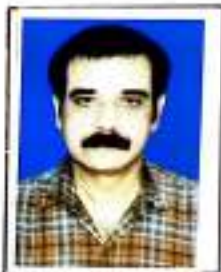
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NAME:- LIPIKA DAS

Signature : Lipika Das



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NAME:- SANJAY KUMAR TANLANI

Signature : S. Kumar



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



110320232032779865

GRIPS Payment Detail

GRIPS Payment ID:	110320232032779865	Payment Init. Date:	11/03/2023 12:33:22
Total Amount:	11999	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	0139086690717	BRN Date:	11/03/2023 12:33:50
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name:	Mr TAPOSH KUMAR DAS
Mobile:	9831081278

Payment(GRN) Details

Sl No.	GRN	Department	Amount (₹)
1	192022230327798668	Directorate of Registration & Stamp Revenue	11999
Total			11999

IN WORDS: ELEVEN THOUSAND NINE HUNDRED NINETY NINE 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



192022230327798668

GRN Details

GRN:	192022230327798668	Payment Mode:	SBI Epay
GRN Date:	11/03/2023 12:33:22	Bank/Gateway:	SBIePay Payment Gateway
BRN :	0139086690717	BRN Date:	11/03/2023 12:33:50
Gateway Ref ID:	IGAPGPYIV0	Method:	State Bank of India NB
GRIPS Payment ID:	110320232032779865	Payment Init. Date:	11/03/2023 12:33:22
Payment Status:	Successful	Payment Ref. No:	2000593921/40/2023

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr TAPOSH KUMAR DAS
Address:	255, D.H. ROAD KOLKATA 34
Mobile:	9831081278
Period From (dd/mm/yyyy):	11/03/2023
Period To (dd/mm/yyyy):	11/03/2023
Payment Ref ID:	2000593921/40/2023
Dept Ref ID/DRN:	2000593921/40/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000593921/40/2023	Property Registration- Stamp duty	0030-02-103-003-02	6971
2	2000593921/40/2023	Property Registration- Registration Fees	0030-03-104-001-16	5028
Total				11999

IN WORDS: ELEVEN THOUSAND NINE HUNDRED NINETY NINE ONLY.

PAID

Verify

PAN



সংসদীয় জয়ন্তে

SD

**Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip**

Query No / Year	2000593921/2023	Office where deed will be registered
Query Date	04/03/2023 8:20:39 PM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	Kanchan Maity 34/1, Mahendra Banerjee Road, Thana : Behala, District : South 24-Parganas, WEST BENGAL, PIN - 700060, Mobile No. : 9330974794, Status :Deed Writer	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4305] Declaration [No of Declaration : 2], [4310] Security Bond [Rs : 1,00,000/-], [4311] Receipt [Rs : 5,00,000/-]	
Set Forth value	Market Value	
Rs. 1,00,000/-	Rs. 54,60,002/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 7,071/- (Article:48(g))	Rs. 5,028/- (Article:E, E, E, B)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 100/-
Remarks		

Land Details :

District: South 24-Parganas, Thana: Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bidhu Bhushan Sen Gupta Road, , Premises No: 98J, , Ward No: 128, Pin Code : 700034

Sch No	Plot Number	Khatian Number	Land Use/ROR Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	5 Katha	40,000/-	54,00,002/-	Width of Approach Road: 14 Ft.,
Grand Total :				8.25Dec	40,000 /-	54,00,002 /-	

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.	60,000/-	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	60,000 /-	60,000 /-	



Query No: 2000593921 of 2023, Printed On : Mar 4 2023 8:20PM, Generated from wbregistration.gov.in

Land Lord Details :

SI No	Name & address	Status	Execution Admission Details :
1	Sk Sujauddin Son of Sk Safiuddin, 98, Bidhu Bhusan Sengupta Road, City:- , P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. mxxxxxxx6c, Aadhaar No.: 49xxxxxxxx9955, Status : Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self

Developer Details :

SI No	Name & address	Status	Execution Admission Details :
1	S L CONSTRUCTION (Partnership Firm) .24/2, Parui Pucca Road, No 2 Basudevapur, City:- , P.O:- Sarsuna, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700061 PAN No. AExxxxxx3F, Aadhaar No Not Provided by UIDAI Status : Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details :

SI No	Name & Address	Representative of
1	Mrs Lipika Das Wife of Mr Taposh Kumar Das 24/2, Parui Pucca Road, No 2 Basudevapur, City:- , P.O:- Sarsuna, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700061 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. akxxxxxx2n, Aadhaar No.: 92xxxxxxxx3343	S L CONSTRUCTION (as Partners)
2	Mr Sanjay Kumar Tahlani Son of Late Panjainmal Tahlani 291, Jyotish Roy Road, City:- , P.O:- New Alipore, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700053 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. abxxxxxx8e, Aadhaar No.: 28xxxxxxxx9594	S L CONSTRUCTION (as Partners)

Identifier Details :

Name & address
Mr Kanchan Malty Son of Late D P Malty 34/1, M. B. Road, City:- , P.O:- Parnasree, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Identifier Of Sk Sujauddin, Mrs Lipika Das, Mr Sanjay Kumar Tahlani

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Sk Sujauddin	S L CONSTRUCTION-8.25 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Sk Sujauddin	S L CONSTRUCTION-200 Sq Ft



Owner and Land or Building Details as received from KMC :				
Sl. No.	Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Details
L1	Assessment No. : 411280703015 Premises No. : 96J Ward No. : 128 Street Name : BIDHU BH, SENGUPTA ROAD	Reference Deed No. : Date of Registration. : Office Where Registered :	Owner Name : SK SUJAUDDIN Owner Address : 98,BIDHUBHUTION SENGUPTA ROAD , P.S-PARNASREE, KOLKATA Pin No. : 700034	Character of Premises: Vacant Land Total Area of Land: 5 Cottah,

Note:

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 03-04-2023) for e-Payment . Assessed market value & Query is valid for 30 days.(i.e. upto 03-04-2023)
3. Standard User charge of Rs. 300/- (Rupees Three hundred) only includes all taxes per document upto 17 (seventeen) pages and Rs 9/- (Rupees Nine) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
11. This eAssessment Slip can be used for registration of respective deed in any of the following offices:
D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - II SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-PARGANAS, D.S.R. - IV SOUTH 24-PARGANAS, A.D.S.R. BEHALA, D.S.R. - V SOUTH 24-PARGANAS, A.R.A. - I KOLKATA, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

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being No 160702902 for the year 2023.



S. Chakraborty

Digitally signed by SOURAV
CHAKRABORTY
Date: 2023.03.16 11:43:28 +05:30
Reason: Digital Signing of Deed.

(Sourav Chakrobarty) 2023/03/16 11:43:28 AM

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BEHALA

West Bengal.

(This document is digitally signed.)