

2-1292

I 1248/2023



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AC 853580

43/24/23
 21/2/23

Printed over the document in accordance with the provisions of Section 47 and the provisions of the Stamp Act and the provisions of the Act in the document

21 FEB 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this the 21st day of February, 2023

BETWEEN

Contd ... P/2.

17.02.2023

নং-1732 তাং- মূল্য 58/-

খরিদদার- Kaberi Construction Pvt. Ltd.

সাং- 57 Garia Station Road, Kol- 700084

শঙ্কর কুমার সরকার

স্ট্যাম্প ভেঙার

সোনারপুর এ্যা.ডি.এস.আর. অফিস

দক্ষিণ ২৪ পরগণা



(Handwritten signature)

Add. Dist.-Sub Registrar
Sonarpur
South 24 Parganas

21 FEB 2023

(Handwritten signature)
Advo calt-
High Court, Calcutta

MR. BAPPA DEBNATH (PAN : AWYPD8322Q & Aadhaar No. 9555 4128 5258), son of Mr. Kanai Debnath, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at Rakhal Ghosh Road, Post Office - Harinavi, Police Station - Sonarpur, District - South 24 Parganas, Kolkata - 700148; hereinafter called and referred to as the "**OWNER/ FIRST PARTY**" (which terms or expressions shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include his heirs, executors, administrators, successors, legal representatives and/ or assigns) of the **ONE PART.**

AND

KABERI CONSTRUCTION PVT. LTD (PAN NO. AACCK8602M), having its registered office at Shibani Apartment, Ground Floor, Balia More, Post Office - Garia, Kolkata - 700084, at present running its day to day office from "Titli", 57, Garia Station Road, Balia, Kolkata - 700084 represented by its Managing Director, namely **SRI SEKHAR CHANDRA BISWAS (PAN NO. ADZPB4510G)**, son of Late Dharendra Nath Biswas, by faith - Hindu, by occupation - Business, residing at "Mangalam" 258, Srirampur North, Milan Park, Garia, Police Station - Jadavpur, Kolkata - 700084; hereinafter called and referred to as the "**DEVELOPER/ SECOND PARTY**" (which terms or expressions shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include its executors administrators, legal representatives, successor-in-interest in office and assigns) of the **OTHER PART.**



Adl. Dist-Sub Registrar
Sonarpur
South 24 Parganas

21 FEB 2022

WHEREAS Mr. Bappa Debnath, the owner herein purchased a piece and parcel of land measuring 13 decimals Bastu land lying situated at and comprised in L.R. Dag No. 871 appertaining to L.R. Khatian No. 670 of Mouza - Harinavi, Police Station - Sonarpur, District - South 24 Parganas by virtue of a Deed of Sale written in Bengali registered on 05.07.2022 at the office of the Additional District Sub Registrar, Sonarpur, South 24 Parganas and recorded in Book No. I, Volume No. 1608 - 2022, copied at Pages 137578 to 137593, Being No. 5762 for the year 2022 and thereafter, during possession and enjoyment the said property the said **Bappa Debnath, the owner herien** got mutated the said property in his name in the department of Block Land and Land Reforms at Sonarpur as **13 decimals Bastu Bastu Land** at L.R. Plot No. 871 appertaining to L.R. Khatian No. 3978 of **Mouza - Harinavi**, J.L. No. 36, P.S.- Sonarpur, Dist. - South 24 Parganas, Kolkata - 700148 and have been in possession and enjoyment of the said property without any hindrance and encumbrance.

AND WHEREAS the Owner is very much desirous to construct an apartment ownership building as per existing building rule of the Rajpur - Sonarpur Municipality on his land specifically mentioned in the First Schedule hereunder written but due to financial difficulties and lack of technical knowledge the owner herein is unable to construct building upon the said plot of land and so he has decided to enter into an agreement with the developer, and for that the Owner/ First Party expressed his willingness to enter into an agreement with the developer in respect of construction of building upon the said premises/ holding. The Developer/ Second Party herein having had the information with regard to the willingness of the said Owner/ First Party proposed to construct apartment ownership building upon the aforesaid premises in accordance with the building plan to be sanctioned by the appropriate authority at the cost and/or expenses of the developer, and the owner accepted the proposal of the said Developer with the terms and conditions specifically mentioned hereunder.



A
Addl. Dist.-Sub Registrar
Sonapur
South 24 Parganas

21 FEB 2023

AND WHEREAS the parties hereto have further agreed to enter into an agreement for construction of the proposed building so as to allocate parts/portion of the proposed building to the parties hereto as well as the specified terms and conditions as mutually agreed to by and between them.

NOW THIS AGREEMENT WITNESSETH and the parties hereto have agreed to and abide by the terms and conditions noted herein below :-

1.0

ARTICLE I - (DEFINITION)

- 1.1 Owner and Developer shall include their respective transferees/nominees.
- 1.2 Premises shall mean more or less 13 decimals Bastu land at Plot No. 871 appertaining to Khatian No. 3978 of Mouza - Harinavi, J.L. No. 36, P.S.- Sonarpur, within the limits of Rajpur - Sonarpur Municipality under Ward No. 18, Dist. - South 24 Parganas, Kolkata - 700148.
- 1.3 Owner mean and include the parties of the one part.
- 1.4 Developer shall mean the parties of the other part.
- 1.5 New Building shall mean and include residential and/or commercial building to be constructed on the said premises in accordance with the Plan to be sanctioned by the Appropriate Authority and shall include the flats, car parking, commercial space and other open spaces intended for the enjoyment by the occupants of the building.

Contd ... P/5.



[Handwritten Signature]
Additional District Sub-Registrar
South 24 Parganas

21 FEB 2023

- 1.6 Common facilities and amenities shall include corridors, Roof, Drainage and sewerage line and connection all plumbing installations, meter, pump, Care Taker Room if any, Stairways, Lift if any, Passage-ways etc. and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the buildings and/or the common facilities or any of them thereon as the case may be. The roof and the terraces of the buildings shall be enjoyed jointly and undividedly by the Owner and the Developer and their respective nominees and all such common areas to be included as saleable area in respect of flats and spaces in the proposed new building at the said premises.
- 1.7 Owner's Allocation shall mean **33%** out of the total Super Built Up area consisting of flats, shops, car parking spaces including common areas to be constructed completed and delivered to the Owner will be treated as Owner's Allocation which is specifically mentioned in the Third SCHEDULE hereunder written.
- 1.8 Developer's Allocation shall mean remaining **67%** out of the total Super Built Up area consisting of flats, shops and car parking spaces after allocation to the Owner in the new building together with undivided proportionate share of land including undivided interest in the common service area at the said premises which is specifically mentioned in the Fourth SCHEDULE hereunder written.
- 1.9 Architect shall mean any qualified person or persons or firm or firms appointed or nominated by the Developer as Architect of the buildings for designing and planning of the new building or buildings at the said premises.
- 1.10 Building Plan would mean such plan or plans for the construction of the new building or buildings duly sanctioned by the appropriate authority and shall include any amendments thereto and/or modifications thereof.



[Signature]
Addl. Dist-Sub Registrar
Sonarpur
South 24 Parganas

21 FEB 2023

- 1.11 Transfer with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in Multi- Storied buildings to the purchasers thereof and will include the meaning of the said terms as defined in Income Tax Act, 1961.
- 1.12 Transferee shall mean a person or persons, firm or association of persons to whom any space in the Building to be transferred.
- 1.13 Words importing singular shall include plural and vice versa.
- 1.14 Words importing masculine gender shall include feminine and neuter genders. Likewise, words importing feminine gender shall include masculine and neuter genders.

2.0 **ARTICLE II - TITLE AND INDEMNITIES**

- 2.1 The Owner hereby declares that the Owner has marketable title to the said premises and to the existing buildings and structures thereon or therein and the Owner has good right and title to enter into this agreement with the Developer and the Owner hereby declares that the said premises is free from all liens, charges, mortgage or encumbrances whatsoever.
- 2.2 The Owner is in physical possession of the said premises is free from all and any manner of lispens, charges, liens, attachments, claims, encumbrances or mortgages whatsoever. The Owner hereby also undertakes that the Developer shall be entitled to construct and complete the building on the said premises and to retain and enjoy the Developer's Allocation therein without any interruption or interference from the Owner or any person or persons lawfully claiming through or under the Owner as long as the Developer fulfills its part of these presents and the Owner undertakes to indemnify and keep the Developer indemnified against all loss and damages and costs, charges and expenses incurred as a result of any breach of this understanding.



A

addl. Dist.-Sub Registrar
Sonarpur
South 24 Parganas

21 FEB 2023

- 2.3 The Developer undertake to construct the buildings in accordance with the Sanctioned Plans and undertakes to pay any or all damages, penalties and/or compounding fees payable to the authority or authorities concerned relative to any deviation without making the Owner in any way liable for that.
- 2.4 The Developer shall act as an independent contractor in constructing the buildings and undertakes to keep the Owner indemnified from and against all Third Party claims or compensation and actions arising out of any act or omission of the Developer or any accident in or relative to the construction of the building.
- 2.5 The Owner will be liable to give all up-to-date taxes including BL&LRO Mutation, Municipality Mutation, Khazna and Taxes.
- 2.6 The Owner will be liable to pay all applicable taxes & duties including the GST for the Owner's allocation.
- 2.7 If the development work is not materialized due to problems relating to title of the said property or insufficient papers relating to the title of the property, the owner shall be liable to indemnify to the developer which he borne for the development of the project including refund of advance amount within 1 (one) month of fiving written notice.

3.0

ARTICLE - III - EXPLOITATION RIGHTS

- 3.1 Immediately after the execution of this Agreement, the Developer shall be entitled to deal with the said premises on the terms and conditions herein contained and also in accordance with the Powers and Authorities conferred on the Developer by the Owner. The Developer will be entitled in accordance with the General Power of Attorney for the purpose of development and construction of the Building contemplated in these presents with Powers to enter into Agreement for Sale, lease or let out the various portions of the Developer's Allocation with any intending Purchaser/ Purchasers and to receive earnest money and/ or any part payment and entire sale proceeds in respect of thereof.

Contd . . . P/8.



অতিরিক্ত জেলা অধঃ-নিবন্ধক
সোনারপুর
দক্ষিণ ২৪ পরগণা

Additional District Sub Registrar
Sonarpur
South 24 Parganas

21 FEB 2023

4.0

ARTICLE IV - BUILDING

4.1 The Developer shall have exclusive right at its own costs to construct the buildings in the said premises in accordance with the Sanctioned Plan without any hindrance or obstruction from the Owner or any person claiming through his as long as the Developer fulfills the terms and conditions of these presents. The type of construction, specification of materials to be used and the detailed design of the buildings shall be as per the choice of the Developer and the Developer shall ensure that the buildings conform to Class - I standard buildings specifications.

4.2 The Developer shall install and provide in the buildings at its own costs, Overhead water tank, underground water reservoir, and other facilities and amenities as are normally contained in multi-storied building in the area to make the same totally and absolutely habitable.

4.3 The Developer hereby undertakes to construct the building diligently and expeditiously and handover the Owner's Allocation to the Owner **within 24 months** from the date of sanction of the Plan unless prevented by circumstances beyond its control.

5.0

ARTICLE V - CONSIDERATION & SPACE ALLOCATIONS

5.1 In consideration of the Owner having agreed to grant an exclusive right to the Developer to commercially exploit the said premises by construction of the new building thereon the Owner shall be entitled to **33%** out of the total Super Built Up area consisting of flats, shops, car parking spaces including common areas of the proposed new building to be erected, constructed and completed by the Developer to the Owner will be treated as Owner's Allocation. And the remaining **67%** out of the total Super Built Up area consisting of flats, shops, car parking spaces including common areas of the proposed new building shall be treated as absolute allocation of the Developer. The Owner's Allocation has been more clearly laid down in



A
Addl. Dist. Sub Registrar
Sonarpur
South 24 Parganas

21 FEB 2023

the Third Schedule And the Developer's allocation has been more clearly laid down in the Fourth Schedule hereunder written.

- 5.2 That the Developer shall be liable to pay **Rs. 25,00,000/- (Rupees Twenty Five Lakh only)** to the owner as **adjustable money** out of which the developer has already paid a sum of **Rs. 15,00,000/- (Rupees Fifteen Lakh only)** at the time of execution of this agreement and the developer shall be liable to pay remaining sum of **Rs. 10,00,000/- (Rupees Ten Lakh only)** after sanction of building plan to the owner herein and the owner shall be liable to adjust the said adjustable money at the rate of 2,400/- per Sq.ft. super built up area.
- 5.3 The roof of the building shall be enjoyed commonly by the Owner and the developer and their respective nominees.
- 5.4 The Owner shall be entitled to transfer or dispose of the Owner's Allocation in the building without any disturbance from the developer with the exclusive right to enter into agreement for sale and transfer the same without any right, claim, demand, interest whatsoever or howsoever of the Developer or any person or persons lawfully claiming through the Developer, who shall not in any way interfere with or disturb the quiet and peaceful possession of the Owner's Allocation either by the Owner or by any person or persons claiming through the Owner or the nominee or nominees of the Owner.
- 5.5 That immediately after obtaining sanction building plan from the authority the parties hereto shall demarcate their respective allocation from all floors but in doing so the parties shall take in to consideration the location, advantage so that the demarcation shall be done in proportion to 33% (Owner) 67% (Developer) but in doing so if any party obtain any excess area over and above their allocation in that event the recipient of the additional area shall pay the price to the other to be decided mutually during signature of the Supplementary Agreement.



A

Adit. Dist.-Sub Registrar
Sonarpur
South 24 Parganas

21 FEB 2023


- 5.6 The entire buildings shall be of uniform construction with the standard first class building materials and if at any time the Owner shall require the Developer to provide any other kind of materials or additional facilities in the Owner's allocation, all extra costs, charges and expenses incurred by the Developer therefore, shall be borne and paid by the Owner.
- 5.7 The Developer shall use standard quality of materials for the construction of the entire building. The Owner shall have the authority to inspect the quality of the materials if so desired and the Developer shall in no way obstruct the Owner or her Inspector/Agent from making such inspection, at any point/ time of such constructions, as may be desired by the Owner.
- 5.8 The Developer shall be exclusively entitled to the Developer's Allocation in the said buildings without in any way disturbing the common facilities situated thereon with the exclusive right to deal with, enter into agreements for and transfer of dispose of the same without any right, claim, demand, interest whatsoever however of the Owner and the Owner or any person or persons lawfully claiming through her shall not disturb the quiet and peaceful possession and enjoyment of the Developer's Allocation by any person or persons, claiming through the Developer or its nominee or nominees. No permission of owner will be required while selling/ disposing of developer's allocation.

6.0

ARTICLE VI - COMMON FACILITIES

- 6.1 All rates and taxes and outgoing if any in respect of the said premises shall be borne and paid in the following manner : -
- a) Owner will be responsible for giving the tax up - to - date. These papers will be handed over by the Owner to the Developer within Thirty (30) days from signing of this Agreement.
 - b) During the execution of this project the entire tax shall be paid by the Developer.
 - c) After the completion/handover Owner's allocation of **33%** by the Owner and/ or the purchaser of the Owner's allocation and **67%** by the developer and/ or by the purchaser of the developer's allocation.




Addl. Dist-Sub Region
Sonarpur
South 24 Parganas

21 FEB 2023

- 6.2 As soon as the Owner's allocation in the new building is complete in habitable condition, the Developer shall give written notice to the Owner to take possession of the Owner's Allocation in the said building and 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 statutory outgoings including service tax and imposition whatsoever (hereinafter for the sake of brevity collectively referred to as "the said Rates") payable in respect of the said Owner's allocation. Similarly as and from the said date, the Developer or its nominee or nominees shall be exclusively responsible for payment of all the said rates payable in respect of the Developer's Allocation. The said rates are to be apportioned pro rata with reference to the saleable space in the building if they are levied on the building as a whole. The certificate of the Architect in respect of the said building as to its completion in terms hereof and the quality of the materials used therein shall be final and binding on the parties.
- 6.3 As and from the date of service of the notice of possession the Owner and the Developer shall also be responsible to pay and bear and shall pay the proportionate share in terms and on the same basis hereinabove the service charges for the common facilities in the building payable with respect to their respective allocations, the said charges to include premium for the insurance of the buildings, water, fire and scavenging charges and taxes, light, sanitation maintenance operation and repair and removal charges for bill collection and management of the common facilities, renovation, replacement, repair and the maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipment, switchgear, transformers, generators, pumps, motors and other electrical and mechanical installations appliances and equipments, stairways, corridors, halls, passage ways, pathways and other common facilities whatsoever including creation of a sinking fund.



A

Adl. Dist.-Sub Registrar
Sonarpur
South 24 Parganas

21 FEB 2023

- 6.4. That the owner shall pay proportionate cost and expenses for installation of Transformer as will be charged by the *WBSEDCL* and also shall pay proportionate cost of Generator and the owner shall also bear cost for separate electric meter for separate flats of the Owner's allocation.
- 6.5 That the owner or his nominees shall pay Rs. 2/- (Rupees Two only) per sq. ft. as maintenance charge from the date of possession. However after full possession in the building, the committee to be formed by the developer may decide about maintenance charges.

7.0

ARTICLE VII - MISCELLANEOUS

- 7.1 The Owner and the Developer have entered into this Agreement purely on a principal to principal basis and nothing stated herein shall be deemed or construed as a Partnership between the Developer and the Owner or as a Joint Venture between them nor shall the Developer and the Owner in any manner constitute an Association of Persons.
- 7.2 It is understood that from time to time to enable the construction of the building by the Developer various acts, deeds, matters, and things not herein specifically referred to may be required to be done by the Developer for which the Developer may require the authority of the Owner for various applications and other documents may be required legally to be signed or made by the Owner relating to which no specific provisions has been made herein. The Owner hereby authorizes the Developer to do all such acts, being required by the Developer in this behalf to execute any such additional power or powers of Attorney and/or their authorization or authorizations as may be legally required by the Developer for the purpose as also undertakes to sign and execute all such additional applications and other documents as may be required for the purpose which will be expressly stated herein, shall not in any way prejudice the interests of the Owner detailed hereinbefore.




Addl. Dist. Sub-Registrar
Sonarpur
South 24 Parganas

21 FEB 2023

- 7.3 The Developer shall in consultation with the Owner and buyers be entitled to frame a scheme for the management and administration of the said buildings and/or common parts thereof.
- 7.4 Any notice required to be given by the Developers shall without prejudice to any other mode of service available be deemed to have been served on the Owner if delivered by hand against receipt thereof or sent by prepaid registered post at the address given herein above and shall likewise be deemed to have been served on the Developer if delivered by hand against receipt thereof or sent by prepaid registered post to office of the Developer, at the address given hereinabove.
- 7.5 Be it mentioned here that during the construction of the building and till the Developer's share of allocation is fully disposed of, the Developer shall always remain the Owner of the entire structural area in the proposed new building as would be constructed by the Developer by his own costs and expenses and after handing over vacant possession of the Owner's Allocation, the Ownership of the Owner will automatically changed to the extent that the Owner will be the Owner of structural area of her allocation together with undivided proportionate share of land attributable to the said structural area and in consideration of which the Owner or his duly authorized Attorney shall sell, convey and transfer the remaining undivided proportionate share of land either to the Developer or to its nominee or nominees being the intending purchaser or purchasers of flats/spaces without taking any other or further consideration save and except the Owner's allocation either from the Developer or from its nominee or nominees.


8.0

ARTICLE VIII - MUTUAL OBLIGATIONS

- 8.1. The Developer undertakes that it will complete the building within the time stipulated hereinabove except the circumstances beyond its control.

Contd ... P/14.




Addl. Dist.-Sub Registrar
Sonairpur
South 24 Parganas

21 FEB 2023

- 8.2 The Owner covenant with the Developer that in case the project is neglected, delayed or otherwise fails due to breach of contract and/or default on the part of the Owner, then in that event, the Developer shall be entitled to compensation for all expenses incurred by him which would be assessed by the Engineers to be appointed therefore by the Developer.
- 8.3 The owner shall have the right and liberty to mortgage and/ or create charge in respect of Owner's share of allocation and similarly the Developer shall have the right and liberty to mortgage and/ or create charge in respect of Developer's share of allocation before any nationalized bank or private bank. Developer shall have the right and liberty to mortgage but in such cases the Owner shall not be financially liable or responsible and if required the Owner shall sign in necessary papers and document to that effect.
- 8.4 The Owner have this day handed over all original documents related to the properties to the Developer against proper receipt.

9.0 **ARTICLE IX - FORCE MAJEURE**

- 9.1 The parties hereto shall not be considered to be liable for any collection hereunder to the extent of the performance of the relative obligations prevented by the existence of the Force Majeure and shall be suspended from the obligation during the duration of force Majeure.
- 9.2 Force Majeure shall mean flood, earthquake, riot, war, storm, tempest civil connection, strike and/or any other act or omission beyond the reasonable control of the parties.

10. **ARTICLE X - JURISDICTION**

- 10.1 Courts and/ or forum at Kolkata having jurisdiction to entertain, try and determine all actions, suits and proceedings arising out of these presents between the parties hereto if and only when any difference or dispute between the parties hereto is not amicably settled by and between the parities of their own initiation.



A
Addl. Dist. Sub Registrar
Sonarpur
South 24 Parganas

21 FEB 2023

FIRST SCHEDULE ABOVE REFERRED TO :

(Description of Land)

ALL THAT piece and parcel of **Bastu Land** measuring **more or less 13 decimals** at **R.S. and L.R. Dag No. 871** appertaining to **L.R. Khatian No. 3978 of Mouza - Harinavi**, J.L. No. 36, **P.S. - Sonarpur**, within the limits of Rajpur - Sonarpur Municipality under Ward No. 18, Dist. - South 24 Parganas, Kolkata - 700148 and more or less 100 sq. ft. thatched structure thereon. The said property is shown, delineated and depicted with RED verge line in the site plan attached herewith which is deemed to be a part and parcel of this indenture. The said property is butted and bounded by -


ON THE NORTH : Plot of R.S. Dag Nos. 873 & 872;
ON THE SOUTH : D.N. Street Road;
ON THE EAST : Plot of R.S. Dag No. 874
ON THE WEST : Plot of R.S. Dag Nos. 870, 869 & 867.

SECOND SCHEDULE ABOVE REFERRED TO :

Details of fixtures, fittings, standard materials etc. to be provided in the Owners' Allocation :-

1. Entire flooring of the flat will be Marble including Kitchen and toilet
2. Toilet Wall - Tiles upto 5' ft. will be provided.
3. In the Kitchen one cooking platform of Black stone and wall dado of glazed tiles upto 24" height over the platform and one Black stone sink will be provided.
4. Doors : Wooden Frame with flush doors with commercial ply, painting with 1st class enamel base.
5. Windows : Aluminium Sliding Windows.




Addl. Dist. Sub Registrar
Sonarpur
South 24 Parganas

21 FEB 2023

6. Interior walls will be finished with Plaster of Paris.
7. In the big toilet, one Indian commode with cistern shall be provided. In addition to this one wash basin with 2 Tap connections shall be provided. In the W.C. one Indian Commode with cistern and One (1) Tap connection shall be provided.
8. Concealed wiring with points as under :-
 - a) Bed Room : 2 Light points, 1 Fan point, 1 plug point (5 Amp.).
 - b) Toilet : 1 Light Point, 1 Exhaust Point.
 - c) Kitchen : 1 Light point, 2 Plug points, (5 Amp. + 15 Amp.)
 - d) Drawing and Dining : 3 Light Points, 2 Fan Points, 2 Plug Points. (5 Amp., 15 Amp.)
 - e) Balcony : 1 Light Point.
 - f) Calling Bell connection in each flat above/beside the Door Frame.
 - g) Special fittings as per Owners' choice will be provided at extra cost.

THIRD SCHEDULE ABOVE REFERRED TO :

(Owner's Allocation)


ALL THAT **33%** out of the total Super Built Up area consisting of flats, shops, car parking spaces along with common areas to be constructed completed as per sanction plan and delivered to the Owner together with undivided proportionate share of land at the said premises, will be treated as Owner's Allocation.

FOURTH SCHEDULE ABOVE REFERRED TO :

(Developer's Allocation)

ALL THAT remaining **67%** out of the total Super Built Up area consisting of flats, shops, car parking spaces along with common areas to be constructed at the said premises shall be treated as Developer's Allocation.

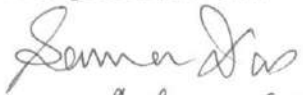




Addl. Dist-Sub Registrar
Sonarpur
South 24 Parganas
21 FEB 2023

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

SIGNED, SEALED & DELIVERED

in the presence of :-

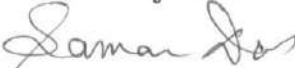
1. 
Advocate

2. 
Mangalam,
258 - Srivastava North
(Mital Park)
P. O. Crania
KOL - 700084



Signature of the Owner/ First Party

Drafted by me :



SAMAR DAS,
Advocate,
High Court, Calcutta.
Enrollment No. WB/91/05.

For KAREE CONSTRUCTION PVT. LTD.



Managing Director

Signature of the Developer/
Second Party



A
Addl. Dist. Sub Registrar
Sonarpur
South 24 Parganas

21 FEB 2023

MEMO OF CONSIDERATION

RECEIVED with thanks the within mentioned sum of **Rs. 15,00,000/-** (**Rupees Fifteen Lakh only**) from the within mentioned Developer in the following manner -

Cheque No. & Date	Bank & Branch	Amount (Rs.)
108327 dt. 22/02/2023	SBI Newaria (Srinaga Branch)	1500000/-

Witnesses :

1. 

2. 



SIGNATURE OF OWNER



Left Hand

Right Hand

	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME : MR. BAPPA DEBNATH

SIGNATURE : *Bappa Debnath*



Left Hand


Right Hand

	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME : MR. SEKHAR CHANDRA BISWAS

SIGNATURE : *Sekhar Chandra Biswas*

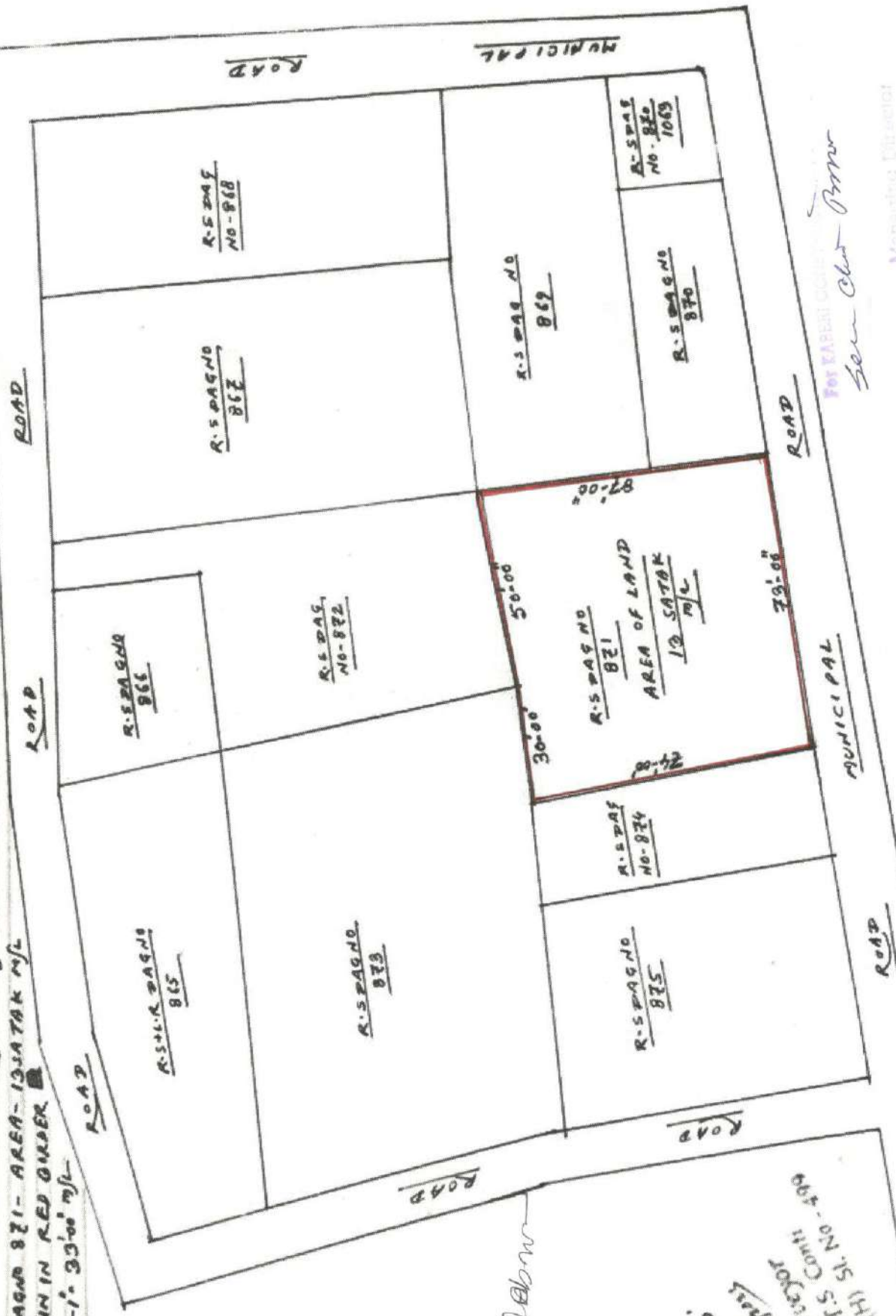



Addl. Dist.-Sub Registrar
Sonarpur
South 24 Parganas

21 FEB 2023

SITE PLAN SHOWING OF R.S. DAG NO-821 OF MOUZA KODAMA. SHEET NO-2 T.L. NO-35 P.S. SONARPUR
 DIST-24 PARAGANAS SOUTH 2 UNDER RAJPUR SONARPUR MUNICIPALITY.

R.S. DAG NO 821 - AREA - 13 SATAK M²
 SHOWN IN RED BORDER
 SCALE - 1" = 33'00" M²



Bopper Babu

Surveyor
 P.T.S. Comt
 SI. No - 499

For EARTH CONTROL
 San Chaitram

Managing Director



A

Addl. Dist.-Sub Registrar
Sonarpur
South 24 Parganas

21 FEB 2023



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



192022230302873688

GRN Details

GRN: 192022230302873688 Payment Mode: SBI Epay
GRN Date: 20/02/2023 12:22:28 Bank/Gateway: SBIEpay Payment Gateway
BRN : 7906137554415 BRN Date: 20/02/2023 12:23:16
Gateway Ref ID: CHL8081827 Method: State Bank of India NB
GRIPS Payment ID: 200220232030287367 Payment Init. Date: 20/02/2023 12:22:28
Payment Status: Successful Payment Ref. No: 2000431242/1/2023
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr KABERI CONSTRUCTION PVT LTD
Address: TITLI, 57,GROUND FLOOR,GARIA STATION ROAD,BALIA MORE,POGARIA,KOLKATA-700084
Mobile: 9831079726
EMail: sekharbiswas@gmail.com
Period From (dd/mm/yyyy): 20/02/2023
Period To (dd/mm/yyyy): 20/02/2023
Payment Ref ID: 2000431242/1/2023
Dept Ref ID/DRN: 2000431242/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000431242/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	7021
2	2000431242/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	15021
			Total	22042

IN WORDS: TWENTY TWO THOUSAND FORTY TWO ONLY.

PAID



[Handwritten signature]

অ. ডিস্ট. সাব রেজিস্ট্রার
Sonarpur
South 24 Parganas

21 FEB 2023

Major Information of the Deed

Deed No :	I-1608-01248/2023	Date of Registration	21/02/2023
Query No / Year	1608-2000431242/2023	Office where deed is registered	
Query Date	17/02/2023 8:15:29 AM	A.D.S.R. SONARPUR, District: South 24-Parganas	
Applicant Name, Address & Other Details	Samar Das High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9903423220, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 15,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 46,93,500/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,071/- (Article:48(g))	Rs. 15,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :




District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: D.N. NAYARATNA STREET, Mouza: Harinabhi, , Ward No: 18 JI No: 36, Pin Code : 700148

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-871 (RS :-871)	LR-3978	Bastu	Bastu	13 Dec	1/-	46,80,000/-	Property is on Road
Grand Total :					13Dec	1 /-	46,80,000 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	13,500/-	Structure Type: Structure
Floor No: 1, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Thatched, Extent of Completion: Complete					
Total :		100 sq ft	1 /-	13,500 /-	




Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Bappa Debnath (Presentant) Son of Mr Kanai Debnath Executed by: Self, Date of Execution: 21/02/2023 , Admitted by: Self, Date of Admission: 21/02/2023 ,Place : Office			
	21/02/2023		LTI 21/02/2023	21/02/2023
Rakhal Ghosh Road, City:- Not Specified, P.O:- Harinavi, P.S:-Sonarpur, District:-South24-Parganas, West Bengal, India, PIN:- 700148 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: awxxxxxx2q, Aadhaar No: 95xxxxxxx5258, Status :Individual, Executed by: Self, Date of Execution: 21/02/2023 , Admitted by: Self, Date of Admission: 21/02/2023 ,Place : Office				




Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Kaberi Construction Private Limited Titli, 57, Garia Station Road, City:- Not Specified, P.O:- Garia, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 , PAN No.:: AAxxxxxx2M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Sekhar Chandra Biswas Son of Late Dharendra Nath Biswas Date of Execution - 21/02/2023, , Admitted by: Self, Date of Admission: 21/02/2023, Place of Admission of Execution: Office			
	Feb 21 2023 2:40PM		LTI 21/02/2023	21/02/2023
Mangalam 258, Srirampur North, Milan Park, City:- Not Specified, P.O:- Garia, P.S:-Jadavpur, District:- South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: adxxxxxx0g,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Kaberi Construction Private Limited (as Managing Director)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Samar Das Son of Mr S G Das High Court, Calcutta, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001			
	21/02/2023	21/02/2023	21/02/2023

Identifier Of Mr Bappa Debnath, Mr Sekhar Chandra Biswas

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr Bappa Debnath	Kaberi Construction Private Limited-13 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Mr Bappa Debnath	Kaberi Construction Private Limited-100.00000000 Sq Ft

Land Details as per Land RecordDistrict: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: D.N. NAYARATNA STREET,
Mouza: Harinabhi, , Ward No: 18 JI No: 36, Pin Code : 700148

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 871, LR Khatian No:- 3978	Owner:বাপ্পা দেবনাথ, Gurdian:কানাই , Address:নিজ , Classification:বাস্ত, Area:0.13000000 Acre,	Mr Bappa Debnath

Endorsement For Deed Number : I - 160801248 / 2023

On 21-02-2023

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 13:20 hrs on 21-02-2023, at the Office of the A.D.S.R. SONARPUR by Mr Bappa Debnath ,Executant.

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 46,93,500/-

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

Execution is admitted on 21/02/2023 by Mr Bappa Debnath, Son of Mr Kanai Debnath, Rakhal Ghosh Road, P.O: Harinavi, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700148, by caste Hindu, by Profession Business

Identified by Mr Samar Das, , Son of Mr S G Das, High Court, Calcutta, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 21-02-2023 by Mr Sekhar Chandra Biswas, Managing Director, Kaberi Construction Private Limited (Private Limited Company), Titli, 57, Garia Station Road, City:- Not Specified, P.O:- Garia, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Identified by Mr Samar Das, , Son of Mr S G Das, High Court, Calcutta, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 15,021.00/- (B = Rs 15,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 15,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/02/2023 12:23PM with Govt. Ref. No: 192022230302873688 on 20-02-2023, Amount Rs: 15,021/-, Bank: SBI EPay (SBlePay), Ref. No. 7906137554415 on 20-02-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 7,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1732, Amount: Rs.50.00/-, Date of Purchase: 17/02/2023, Vendor name: Sankar Kumar Sarkar

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/02/2023 12:23PM with Govt. Ref. No: 192022230302873688 on 20-02-2023, Amount Rs: 7,021/-, Bank: SBI EPay (SBlePay), Ref. No. 7906137554415 on 20-02-2023, Head of Account 0030-02-103-003-02



Arindam Chakraborty

**ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SONARPUR**

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1608-2023, Page from 28493 to 28519

being No 160801248 for the year 2023.



AR

Digitally signed by ARINDAM
CHAKRABORTY
Date: 2023.03.01 12:32:56 +05:30
Reason: Digital Signing of Deed.

(Arindam Chakraborty) 2023/03/01 12:32:56 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SONARPUR
West Bengal.

(This document is digitally signed.)

DATE : 21ST DAY OF FEBRUARY,
TWO THOUSAND TWENTY THREE

BETWEEN

MR. BAPPA DEBNATH

... VENDOR

AND

KABERI CONSTRUCTION

... DEVELOPER

DEVELOPMENT AGREEMENT



MR. SAMAR DAS

ADVOCATE

HIGH COURT, CALCUTTA

BAR ASSOCIATION, ROOM NO. 13.

CHAMBER :

S-2, KIRON APARTMENT, BALIA RF

MORE, GARIA STATION ROAD,

KOLKATA - 700084.

Mobile No : 99034-23320.

email : samaradv1980@gmail.com
