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endorsement sheets attached with the
document are the part of this document.

District Sub-Register-II
Alipore, South 24-Parganas

23 MAY 2023

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made this the
23rd day of May, 2023 (Two Thousand Twenty-Three) BETWEEN;

27162

23 MAY 2023

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

Name : Anita Mehra And Othr.

Address : 12 S.N. Roy, Road, Kolkata, 700038

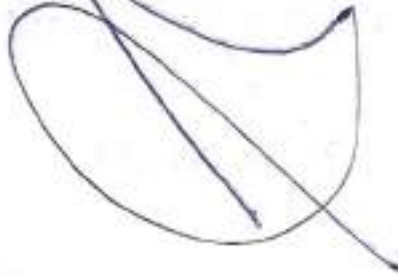
Vendor :

Alipore Collectorate, 24 Pgs. (South)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, Kot-27



Prothar Snn
Auro police cut
Kot-27

(1) **SMT. ANITA MEHRA**, having PAN : AFQPM3375K, Aadhaar No.3003 3121 2137, wife of Sri Binod Kumar Mehra and
(2) **SMT. GITA MEHRA**, having PAN : ADYPM7682B, Aadhaar No.8109 8678 2256, wife of Sri Promod Kumar Mehra, both are by creed : Hindu, Indian by National, both are residing at 12, S.N. Roy Road, Post Office : Behala, Police Station : Behala, Kolkata : 700038, hereinafter jointly called and referred to as “the **OWNERS**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

AND

SUN POWER REALTY LLP, having PAN : ADFFS8986D, a Limited Liability Partnership Firm, having its registered Office at 21/4, Aswini Dutta Road, Post Office : Sarat Banerjee Road, Police Station : Lake, Kolkata : 700029, having represented by one of its Partners viz. **SRI JAY S. KAMDAR**, having PAN : AKWPK2270L, Aadhaar No.7074 3050 7318, son of Late Sharad. H. Kamdar, by creed : Hindu, Indian by National, by occupation : Business, residing at 38A/26, Jyotish Roy Road,



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Post Office : New Alipore, Police Station : Behala, Kolkata : 700053, hereinafter called and referred to as "the **DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor-in-office and assigns) of the **OTHER PART.**

WHEREAS originally one Girindra Nath Sarkar had purchased **ALL THAT** piece and parcel of land measuring about 4 (Four) Cottahs 3 (Three) Chittacks 25 (Twenty-Five) Square Feet more or less within the then limits of the Calcutta Corporation thereafter Calcutta Municipal Corporation now the Kolkata Municipal Corporation under the Improvement Trust, Scheme No.4A vide Plot No.155, being known and numbered as Holding No.125/126, Russa Road South now knows as Satish Mukherjee Road, Police Station : previously Tollygunge at present Charu Market, by virtue of a registered Deed of Conveyance for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 16th August, 1925 in the Office of the District Sub-Registrar at Alipore and recorded in Book No.I, Volume No.45, Pages 135 to 138, Being No.3834 for the year 1925.



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AND WHEREAS after such purchase said Girinda Nath Sarkar became the sole and absolute Owner of the aforesaid property and duly constructed one 2 (Two) storied Building and one 3 (Three) storied Building upon his aforesaid property.

AND WHEREAS the name of said Girindra Nath Sarkar had been mutated with the Office of the Kolkata Municipal Corporation in respect of the said 2 (Two) storied Building and the same was known and numbered as Premises No.59A, Russa Road South now known as Satish Mukherjee Road and also in respect of the said 3 (Three) storied Building and the same was known and numbered as Premises No.57A, Russa Road South now known as Satish Mukherjee Road, both under Police Station : previously Tollygunge at present Charu Market, Kolkata : 700026, under Ward No.84 and paying taxes thereto.

AND WHEREAS while absolutely seized and possessed of the aforesaid property as Owner thereof, said Girindra Nath Sarkar died intestate on 20th January, 1946 leaving behind him surviving his wife Smt. Anupama Sarkar, three sons viz. Santoshmoy Sarkar, Santimoy Sarkar, Sudhamoy Sarkar and two daughters viz. Smt. Mangalmoyee Sarkar and Smt. Kamal



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Roy (Sarkar) as his only legal heirs and successors, who jointly inherited the aforesaid property as per Hindu Succession Act in vogue.

AND WHEREAS said Smt. Anupama Sarkar also died intestate on 26th May, 1983 leaving behind surviving her aforesaid three sons and two daughters as her only legal heirs and successors, who jointly inherited the undivided share of the aforesaid property left by their mother as per Hindu Succession Act, 1956.

AND WHEREAS all sons of said Girindra Nath Sarkar viz. Santoshmoy Sarkar, Santimoy Sarkar, Sudhamoy Sarkar died unmarried on 13th June, 1983, 16th September, 1987 and 6th April, 1987 respectively and one of the daughters of said Girindra Nath Sarkar viz. Mangalmoyee Sarkar also died spinster, accordingly the aforesaid property devolved upon the only leaving daughter of said Girindra Nath Sarkar viz. Smt. Kamal Roy (Sarkar) as per Hindu Succession Act, 1956.

AND WHEREAS while absolutely seized and possessed of the aforesaid property as Owner thereof, said Smt. Kamal Roy



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(Sarkar) died issueless on 15th August, 1996 leaving behind surviving her husband Pankaj Roy as her only legal heir and successor, who inherited the aforesaid property left by his wife as per Hindu Succession Act, 1956.

AND WHEREAS after such inheritance said Pankaj Roy became the sole and absolute Owner of the aforesaid property i.e. Premises Nos.57A & 59A, Russa Road South now known as Satish Mukherjee Road, both under Police Station : previously Tollygunge at present Charu Market, Kolkata : 700026, under Ward No.84 and duly mutated his name with the Office of the Kolkata Municipal Corporation and paying taxes thereto.

AND WHEREAS while absolutely seized and possessed of the aforesaid property as Owner thereof, said Pankaj Roy also died intestate on 15th February, 2006 leaving behind him surviving his one Dilip Kumar Roy and two sisters viz. Smt. Amita Dasgupta and Smt. Namita Sengupta as his only legal heirs and successors, who jointly inherited the aforesaid property left by their brother as per Hindu Succession Act, 1956.

AND WHEREAS after such inheritance the said Dilip Kumar Roy, Smt. Amita Dasgupta and Smt. Namita Sengupta became



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the joint Owners of the aforesaid property and while absolutely seized and possessed of the same as joint Owners thereof, they all jointly sold, transferred and conveyed the same unto and in favour of Smt. Anita Mehra and Smt. Gita Mehra, by virtue of a registered Deed of Conveyance for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 1st June, 2006 in the Office of the Additional Registrar of Assurances - I, Kolkata and recorded in Book No.I, Volume No.1, Pages 1 to 35, Being No.18549 for the year 2006.

AND WHEREAS after such purchase said Smt. Anita Mehra and Smt. Gita Mehra, became the joint Owners of the aforesaid property and duly mutated their names with the Office of the Kolkata Municipal Corporation and after such mutation, the aforesaid property renumbered as Municipal Premises No.57A, Satish Mukherjee Road, Police Station : Charu Market, Kolkata : 700026, under Ward No.84, bearing Assessee No.11-084-20-0068-3 and they used to pay the necessary taxes to the said Authority.

AND WHEREAS in the manner stated above, said Smt. Anita Mehra and Smt. Gita Mehra, the Party hereto of the One Part herein, being the joint Owners are now in possession and



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occupation of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 4 (Four) Cottahs 3 (Three) Chittacks 25 (Twenty-Five) Square Feet more or less together with 2 (Two) storied Building having an area of 1000... Square Feet more or less in each floor and 3 (Three) storied Building having an area of 834... Square Feet more or less in each floor standing thereon, being known and numbered as Municipal Premises No.57A, Satish Mukherjee Road, Police Station : Charu Market, Kolkata : 700026, within the limits Kolkata Municipal Corporation, under Ward No.84, bearing Assessee No.11-084-20-0068-3, morefully described in the **SCHEDULE** - "A" hereunder written and hereinafter referred to as "the **SAID PROPERTY**" uninterruptedly without any objection from any corner.

AND WHEREAS now the Owners herein decided to develop the said property through a prospective Developer.

AND WHEREAS the Owners have declared and represented as under :-

1. The property of the Owners are absolutely free from all encumbrances, mortgages, attachments, lien and lispendences whatsoever and howsoever.



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2. That the said property does not attract the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 or any other enactment at present in vogue.
3. That the Owners are not defaulter in payment of tax or any other statutory liability leading to first charge or to attachment and/or sale of the said property under Public Demands Recovery Act.
4. That the Owners have not heretofore entered into any Agreement for Sale of the said property or any portion thereof nor have they bound themselves by any such condition as would lead to a proceeding under Specific Relief Act in relation to the said property or any portion thereof.
5. That they have absolute right and indivisible title and absolute power and authority to deal their said property and every part thereof in any manner they may prefer.

AND WHEREAS the Owners were in search of a Developer, who has sufficient funds and due experience and having necessary infrastructure and interest to promote and develop the said



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property by constructing a proposed Building/s by investing necessary funds required for the purpose of construction and other incidentals thereof.

AND WHEREAS the Developer approached the Owners with the proposal that it would be able to construct a proposed Building/s upon the said property consisting of several Flat/s, Shop/s, Car Parking Space/s and other space/s as per Building Rules & Regulations of the Kolkata Municipal Corporation in accordance with the sanction Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation with their own funds and resources.

AND WHEREAS to avoid ambiguity and future disputes as to the meaning of repeated use of some words, phrases and/or expression in these presents, the Parties hereto have agreed to define the said words, phrases and/or expressions as follows :-

ARTICLE : "I"
(DEFINITIONS)

1. **OWNERS** :-

Shall mean (1) **SMT. ANITA MEHRA**, wife of Sri Binod Kumar Mehra and (2) **SMT. GITA MEHRA**, wife of Sri Promod Kumar Mehra, both are of 12, S.N. Roy Road,



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Post Office : Behala, Police Station : Behala, Kolkata : 700038 and each of their respective heirs, executors, administrators, legal representatives and assigns.

2. **DEVELOPER :-**

Shall mean **SUN POWER REALTY LLP**, a Limited Liability Partnership Firm, having its registered Office at 21/4, Aswini Dutta Road, Post Office : Sarat Banerjee Road, Police Station : Lake, Kolkata : 700029, having represented by one of its Partners viz. **SRI JAY S. KAMDAR**, son of Late Sharad. H. Kamdar of 38A/26, Jyotish Roy Road, Post Office : New Alipore, Police Station : Behala, Kolkata : 700053 and its successors-in-office and assigns.

3. **THE SAID PROPERTY :-**

Shall mean **ALL THAT** piece and parcel of land measuring about 4 (Four) Cottahs 3 (Three) Chittacks 25 (Twenty-Five) Square Feet more or less together with 2 (Two) storied Building having an area of Square Feet more or less in each floor and 3 (Three) storied Building having an area of Square Feet more or less in each floor standing thereon, being known and numbered



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as Municipal Premises No.57A, Satish Mukherjee Road,
Police Station : Charu Market, Kolkata : 700026, within
the limits Kolkata Municipal Corporation, under Ward
No.84, bearing Assessee No.11-084-20-0068-3.

4. **BUILDING PLAN** :-

Shall mean and include the sanction Building Plan, which
is to be sanctioned from the Kolkata Municipal
Corporation and all other drawings, specifications for
construction, maps or revised Plan as shall be sanctioned
in the name of the Owners by the Kolkata Municipal
Corporation and/or other relevant Authority for the
purpose of development of the land and construction of
multistoried Building/s thereon consisting of several
residential Flat/s and Car Parking Space/s and other
space/s etc. on the said property and/or modification
thereof made or caused by the Developer in the name of
the Owners duly signed by the Owners or their duly
authorized agents or Attorney and approved.

5. **ARCHITECT/L.B.S.** :-

Shall mean a qualified Architect/L.B.S., who will be
appointed by the Developer for development of the said



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property or any other Architects as may be appointed from time to time by the Developer and the Developer shall inform the Owners of such appointment.

6. **BUILDING** :-

Shall mean the proposed multistoried Building/s to be constructed on the said property as per sanction Plan, which is to be sanctioned from the Kolkata Municipal Corporation and drawings and specifications of constructions, morefully described in the **FOURTH SCHEDULE** hereunder written.

7. **OWNERS' ALLOCATION** :-

Shall mean that in this project the Owners shall be given at the first instance free of cost 50% of the total F.A.R. out of 100% of the total Flat area ratio of the proposed Building/s in finished, complete and in habitable condition, which consists of several Flat/s, Shop/s, Car Parking Space/s and other Space/s, according to the sanction Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation together with undivided proportionate share of land including the



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common areas, spaces, amenities and facilities therein provided morefully described in the **SECOND SCHEDULE** hereunder written. The Owners shall be given the aforesaid allocation in lieu of their said property being allowed for development by the Developer and the aforesaid Owners' allocation will be demarcated after getting Plan sanctioned from the Kolkata Municipal Corporation by correspondences.

Besides the above the Developer shall pay a sum of Rs.19,00,000/- (Rupees Nineteen Lac) only each to the Owners herein, totaling Rs.38,00,000/- (Rupees Thirty-Eight Lac) only towards the interest free security deposit simultaneously with the execution of this Agreement, which will be refunded by the Owners herein to the Developer herein at the time of handing over possession of the Owners' allocation.

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

Shall mean the rests and remaining 50% share of the proposed Building/s in the said property save and except the Owners' allocation. The said rests and remaining



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areas means several Flat/s, Shop/s, Car Parking Space/s and other space/s and proportionate undivided share in the land and common areas, spaces, amenities and facilities provided therein staircases and the Developer shall have the right to sell, lease out and/or rent out the same in whole or in part together with proportionate undivided share in the of land of the said property, morefully described in the **THIRD SCHEDULE** hereunder written, with right to enter into Agreement for Sale of Flat/s, Shop/s, Car Parking Space/s and other space/s with right on common areas and spaces to the intending Flat Buyers and to take advances and total consideration from them without any objection or interruption from the Owners.

9. **SALEABLE AREA :-**

Shall mean the Flat/s, Shop/s, Car Parking Space/s and other space/s in the proposed Building/s, which are available for independent use and occupation of the Transferees and/or Purchaser/s together with the undivided proportionate share in the land areas of the Building/s and the common areas provisions utilities and



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facilities attached therein required for such independent user.

10. **COMMON AREAS AND FACILITIES :-**

Shall mean unless the context otherwise require, entrance, corridors all ways paths, stair ways, staircase and its landing, lift, driveways, common lavatories, pump rooms, overhead and underground water tank, septic tank, boundary wall, water pump motors and other facilities, which may be used and enjoyed in common by all the occupants or Flat/s, Shop/s, Car Parking Space/s and other space/s of the Building/s as required for the maintenance and/or management of facilities of the Building/s and also the items specified in Section 3(d) of the West Bengal Apartment Ownership Act, 1972.

11. **COMMON EXPENSES :-**

Shall mean unless the context otherwise require all the expenses, ground rents, property maintenance charges dues and outgoings and all other common expenses within the meaning of the West Bengal Apartment Ownership Act, 1972 in respect of the Flat/s, Shop/s, Car



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Parking Space/s and other Space/s as may be determined jointly by the Owners and the Developer until an Association is formed by the Transferees and/or Purchasers of the said Flat/s, Shop/s, Car Parking Space/s and other Space/s in the Building/s to be constructed thereon. It is to be mentioned here that from the date of sign of this Development Agreement till receiving the occupancy certificate from the Kolkata Municipal Corporation all taxes, expenses, ground rents, property taxes, maintenance charges etc. shall be borne by the Developer but prior to execution of this Agreement all taxes and rents in respect of the said property to be cleared by the Owners.

12. **SUPER BUILT UP AREA :-**

Shall mean the built up area of a Flat together with its proportionate share in the staircase, lift, landing, passage and like share in all constructed areas and each such Flat shall be entitled to all advantages and right of user in common of all the Flat/s, Shop/s, Car Parking Space/s and other Space/s shall the common areas, common utilities as may be provided in the proposed Building/s.



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13. **TOGETHER** :-

With its grammatical variation shall mean the transfer by way of sale of the Flat/s, Shop/s, Car Parking Space/s and other Space/s excepting the Owners' allocation to be transferred by the Developer for consideration to the intending Transferees and/or Purchasers of Flat/s, Shop/s, Car Parking Space/s and other Space/s in the Building/s to be constructed thereon.

14. **TRANSFEE(S) / PURCHASER(S)** :-

Shall mean the person, Firm, Limited Company, Association of persons or any other Legal Body to whom any Flat/s, Shop/s, Car Parking Space/s and other Space/s in the proposed Building/s to be constructed thereon will be transferred.

15. A. Words imparting singular shall include plural and vice-versa.

B. Words imparting masculine gender shall include feminine and neuter gender and similarly words imparting neuter gender shall include masculine and feminine genders.



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ARTICLE : "II"

(TITLE AND DECLARATION)

1. The Owners hereby declare that they have good and absolute right, title and interest in the said property as mentioned in the **FIRST SCHEDULE** hereunder written without any claim of any right, title or interest of any person/s adversely against them. The Developer is free and at liberty to make such investigations with regard to the title of the Owners and have satisfied itself with the right, title and interest of the Owners. Simultaneously of with the signing of this Agreement, the Owners have handed over khas, peaceful, vacant possession of the said property except existing Tenant and the Developer has taken khas, peaceful, vacant possession of the said property.
2. The Owners hereby undertake and assure that the Developer will be entitled to construct and complete the entire proposed Building/s and the Developer will be further entitled to transfer by way of sale, lease out and rent out without having any liability of the Owners of the Developer's allocation in one lot or in several lots with



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proportionate undivided share in the land of the said property without any interference of or from the Owners or any other person/s claiming through under or in trust for the Owners. The sale proceeds of the salvage of the existing structure shall be credited to the Developer and the Owners shall have no claim to the said sale proceeds.

ARTICLE : "III"

(EXPLORATION AND DEVELOPMENT RIGHTS)

The Owners hereby grant exclusive right to the Developer to build up and accept the said property for the construction of the proposed Building/s and the Developer shall be entitle to enter into Contract or Agreement with any person/s, Company/ies or Concern/s at its own risk and responsibility without encumbering the said property of the Owners in any manner whatsoever.

ARTICLE : "IV"

(POWER OF ATTORNEY)

The Owners shall grant to the Developer or its Partners such irrevocable registered General Power of Attorney in favour of the Developer or its Partners as may be required for the purpose of obtaining all necessary permissions and approvals from the



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relevant Authorities in connection with construction of the proposed Building/s and electricity and water supply connections and for the purpose of to execute Deed of Conveyance for sale, transfer of the Flat/s, Shop/s, Car Parking Space/s and other space/s of the proposed Building/s including undivided proportionate share of land except the Owners' allocation of the proposed Building/s to any intending Purchaser/s on settled terms for sale at any price and be taking earnest money or full payment of consideration.

ARTICLE : "V"

(PROCEDURE)

1. The Owners have appointed the Developer as the Developer of the said property including the Owners' portion and the Developer has accepted such appointment on the terms and conditions hereunder contained.
2. The development of the said property shall be in the following manner :-
 - A. Simultaneously with the execution of this Agreement, the Owners have handed over the



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original documents of K.M.C. Mutation Certificate, NOC from ULC, Mother Deeds and their Rectification Deeds and Land Deeds. Upon completion of the whole project and/or formation of Association and/or committee for the maintenance and management of the proposed Building/s, the Developer shall hand over all the original documents before the Association or the Committee with accountable receipt.

- B. The Owners shall not be entitled to raise any kind of dispute regarding the construction of the project and/or other related matter of the project. It is further clarified that after the notice of completion of the project after taking receipt of the Completion Certificate, it would be deemed that the project has been duly constructed and completed by the Developer.
- C. That after due service of notice by the Developer to the Owners, the Owners or any one of them fail/s, neglect/s, refuse/s and/or delay/s to take delivery



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of the possession of his/her/their allocation in the proposed Building/s in the said property within the notice period then it would be construed that the Owners have taken possession of their allotment in the proposed Building/s on the expiry of term of the said notice.

D. All applications, revised Plan/s, papers and documents required to be deposited or submitted by the Developer for the approval and/or sanction of the revised Plan/s and/or for the development of the project shall be prepared by the Developer at its own costs and expenses and submit or deposit the same in the names of the Owners. The Developer shall also bear all costs and expenses and make deposits for the sanction of the Plan/s for the construction in the proposed Building/s to be constructed at the said property.

E. Subject to Force Majeure and incidences beyond the control of the Developer, the Developer shall within a period of 36 (Thirty-Six) months from the date of



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sanction of the Building Plan or from the date of getting peaceful vacant khas possession of the said property, whichever will be the later along with a grace period of 6 (Six) months thereafter, shall complete the construction of the proposed Building/s in the said project at own costs and expenses of the Developer and deliver vacant and peaceful possession of the Flat/s, Shop/s, Car Parking Space/s and other Space/s comprised in the Owners' allocation to the Owners in habitable condition as per the particulars mentioned in the **SECOND SCHEDULE** hereunder written. The Owners may extend time for a further period of 6 (Six) months beyond the stipulated period of 36 (Thirty-Six) months from the date of sanction of the Building Plan or from the date of getting peaceful vacant khas possession of the said property, whichever will be the later. At the time of signing of this Agreement, the Owners shall hand over physical symbolic possession of the said property to the Developer.



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F. The Developer shall construct the proposed Building/s in the manner as may be permissible under the Building/s Regulations and Laws of the Kolkata Municipal Corporation and in conformity with the Plans.

ARTICLE : "VI"

(POSSESSION AND CONSTRUCTION)

1. It has been agreed by an between the Owners and the Developer to construct, erect and complete the proposed Building/s in the said property and that the Developer shall have the entire responsibility for construction of the proposed Building/s and the Owners shall have no responsibility towards construction of the proposed Building/s. The Developer has agreed to commence the construction work after execution and registration of this Development Agreement.
2. The Developer agreed to commence work after obtaining full vacant possession of the said property or from the date of sanction of the Building Plan or from the date of



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execution and registration of this Agreement for Development, whichever will be the latter.

3. The Developer shall upon completion of construction and making the portion habitable deliver the Owners' allocation prior to delivering possession to any of its Purchaser/s of any space/s out of its allocation.
4. From the date of delivery of possession along with Completion Certificate of the Owners' allocation and till separate assessment by the Kolkata Municipal Corporation, the Parties hereto shall contribute proportionately the taxes and other statutory outgoings of the said property.
5. The Developer agree to complete the construction of the proposed Building/s and properly finish the same within a period of 36 (Thirty-Six) months from the date of sanction of the Building Plan or from the date of getting peaceful vacant khas possession of the said property, whichever will be the later along with a grace period of 6 (Six) months thereafter.

ARTICLE : "VII"



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(COMMON FACILITIES)

1. As soon as the proposed Building/s in the said property shall be completed and made fully habitable for residential purposes after taking Occupancy Certificate from the Kolkata Municipal Corporation, the Developer shall give written notice to the Owners requesting them to take possession of the Owners' allocation in the Building/s and thereafter the Owners shall take possession of their allocation as herein provided for and if no actionable deviation made by the Developer in the construction the Owners shall give and grant unto the Developer a certificate in respect of their allocation in full satisfaction.
2. Till all the Flat/s, Shop/s, Car Parking Space/s and other Space/s within the Developer's allocation is sold away, the Developer in consultation with the Owners shall frame rules for occupation, user and enjoyment of the Flat/s, Shop/s, Car Parking Space/s and other Space/s in the proposed Building/s and till formation of a Body of the Co-Owners of the Building/s including the Owners herein and the Purchaser/s of the Developer's allocation.



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ARTICLE : "VIII"

(COMMON RESTRICTION)

It has been agreed by and between the Parties hereto that the Owners' allocation in the Building/s shall be subject to the same restriction on transfer and use as would be applicable to the Developer's allocation in the proposed Building/s intended for the common benefits of all occupiers of the entire completed Building which shall include the following :-

1. The Owners and the Developer or the nominee/s of the Developer during the subsistence of this Agreement shall not use or permit to use their respective portions in the Building/s or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use the same for any purpose which may cause any nuisance, obstruction or hazard in the property or any part thereof.
2. No party shall demolish or permit to demolish any wall or other structure in their respective portions or any part thereof or make any structural alteration therein without the consent of all other Co-Owners and without obtaining necessary permission from the concerned statutory Authorities.



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3. Both the Parties shall abide by all laws, bye-laws, rules and regulations of the Government and/or Local Bodies and shall be responsible for any violation and/or breach of any of the laws, bye-laws, rules and regulations in their respective allocations.
4. The respective Allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures, floor and ceiling etc. in their respective allocation of the proposed Building/s in good and reparable condition and in particular so as not to cause any damage to the Building/s or any other space or accommodation therein and shall keep the other indemnified from and against the consequences of any breach thereof.
5. No Party or persons/s claiming through any of the Parties herein shall keep or store anything in any of the common areas nor shall otherwise cause any hindrance in any manner whatsoever to the use of the common areas and the common utilities by the Co-Owners for the purpose it is meant.



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6. No Party shall throw or accumulate any filth, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the Building/s or in the compound, corridors or any other portion of the common areas of the Building/s and the said property.
7. In the event of any transfer being made by the Parties of their respective allocations, the above conditions shall be made applicable to and binding upon the Transferee/s.

ARTICLE : "IX"

(SETTLEMENT OF DISPUTES)

Any dispute between the Parties arising in the course or execution of the project herein shall be settled amicably, failure of which either of the Parties may prefer approaching to the Arbitrator Mr. Santanu Adhikary, Advocate to settle the disputes.

ARTICLE : "X"

(COMMON RIGHTS AND OBLIGATION OF OWNERS AND DEVELOPER)

The terms and conditions which have been agreed to by and between the Parties relating to such development verbally are reduced into writing hereunder.



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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGRED BY AND BETWEEN THE PARTIES HERETO as
follows :-

1. The Owners agree to appoint and do hereby appoint the parts of the other Flat Owners, as the Developer in respect of the said property morefully described in the **FIRST SCHEDULE** hereunder written and the Owners hereby grant/license to the Developer for development of the land for the purpose of construction and the construct the proposed Building/s thereon and the Developer doth hereby accepts such appointment to act as Developer. The said appointment is irrevocable save and except the Developer must not commit any fault in carrying out the development work in the said property as per the Building/s Plan and the Developer shall not cause any breach of the terms stated herein.
2. The Developer shall at its own cost demolish the present existing structure standing upon the said property and shall enjoy all the debris and salvages at its own whims and desire.



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3. That the Developer herein shall at its own endeavour negotiate with the existing Tenant of the said property and for that whatever assistance shall be required that will be rendered by the Owners herein positively and the whatever costs will be incur for the same that will be borne by the Owners and the Developer herein in equal ration i.e. 50:50.
4. It is agreed by and between the Parties herein that if any extra floor be constructed upon the proposed multistoried Building in future by the Developer herein then the same will be divided in between the Owners and the Developer herein in the ratio of 35:65.
5. The Developer shall bear all the property taxes in respect of the said property, which will start from the date of execution of this Agreement.
6. The Developer shall at its own costs construct, erect and complete the Building/s with good and standard sound quality materials as per relevant I.S. code may be specified by the Architects/L.B.S. from time to time as per



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sanction Building Plan, to be sanctioned from the Kolkata Municipal Corporation. The details of the Specification of construction and the materials to be used for such purpose are mentioned and described in the **FOURTH SCHEDULE** hereunder written.

7. The Developer shall provide in the proposed Building/s at its own cost pump, water storage tank with overhead reservoirs, electric connection, lift and other facilities as are required to be provided in residential and/or Multistoried Building/s having self contained Apartments or Flat/s, Shop/s, Car Parking Space/s and other space/s.
8. All costs charges and expenses for construction including Architects/L.B.S. fees shall be discharged by the Developer and the Owners shall bear no responsibility in this context.
9. All costs and expenses pertaining to the payment of requisite fees and other incidental expenses payable to competent Authorities shall borne by the Developer.



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10. To enable the Developer to carry out its obligations, rights authorities and entitlements under this Agreement, the Owners shall simultaneously grant and execute in favour of the Developer Company by a registered Development Power of Attorney, which will be irrevocable by the Owners save and except on commission of a default by the Developer in complying with the terms and conditions of this Agreement.
11. All the legal heirs of the Owners above named shall also abide by and confirm such Power of Attorney in favour of the Developer.
12. The Developer shall construct the said property strictly in accordance with the sanction Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation and the rules regulation and bye-laws of the Kolkata Municipal Corporation Act, for the time being in force. If necessary, modification and deviation of Plan shall be approved by the Authority concerned with the consent of Owners and the Owners shall expressly give their consent by putting signature upon these presents.



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13. The Developer is hereby empowered by the Owners to apply and obtain on their behalf and in their names the quotas for steel, cement bricks etc. as may be allocated by the respective Authorities for the purpose of development of the said property at the cost of the Developer and further shall be entitled to obtain temporary or permanent connection of electric service line, water supply line and drainage and to obtain other essential services, utilities, required for the Development of the said property and making the same habitable and tenantable but all such costs and values of materials and expenses shall be paid and borne by the Developer and the Owners will not be liable for the same.
14. The Developer has agreed to deliver possession of the Owners' allocation in the proposed Building/s within the stipulated period of 36 (Thirty-Six) months from the date of sanction of the Building Plan or from the date of getting peaceful vacant khas possession of the said property, whichever will be the later along with a grace period of 6 (Six) months thereafter.



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15. Immediately on completion of the Owners' allocation in all respect along with completion of all common spaces providing all common facilities in the Building/s in the said property, the Developer shall give notice in writing to the Owners requiring the Owners to take possession of the Owners' allocation in the Building/s and there being no dispute regarding the completion of the Building/s in terms of this Agreement and according to the Specification and the Building/s Plan thereof and certificate of the Architect/L.B.S. being produced to that effect with completion certificate and then after 30 (Thirty) days from the date of service of such notice and at all times thereafter the Owners shall exclusively be liable for payment of all property taxes, rates, dues and other public outgoings and impositions whatsoever payable in respect of the said Owners' allocation and the said rates and taxes are to be calculated on pro-rata basis with reference to the saleable area in the Building/s, if the same are levied on the Building/s as a whole.
16. On completion of the construction of the entire Building/s, the Owners and the Developer shall



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

17. As and from the date of satisfactory handing over the Owners' allocation as mentioned above in all respects and duly acknowledged by the Owners in writing and/or after 30 (Thirty) days from the date of service of notice by the Developer to the Owners for accepting the possession of their allocation, the Owners shall be responsible to pay and bear and shall forthwith pay on demand to the Developer the service charges for the common facilities in the Building/s with respect of the Owners' allocation and said charges may include proportionate share on premium for the insurance of the Building/s viz. fire and



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equipments etc. including replacement repair and maintenance charges and expenses of all common wiring, pipes, electrical and mechanical equipments, transformers, pumps, motors whatsoever as may be mutually agreed upon from time to time.

18. Any transfer of any part of the Owners' allocation in the Building/s shall be subject to the other provisions hereof and the Transferee/s shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges proportionately for the said common facilities.
19. The Owners' allocation in the Building/s shall be subject to the same restrictions on transfer and use as are applicable to the Developer's allocation in the Building/s intended for the common benefits of all occupiers of the proposed Building/s which shall include the following.
20. No formal Deed of Transfer in respect of the Owners' allocation shall be required. But the Owners shall at the request of the Developer sign and execute all such further



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necessary Deeds, papers, documents and writings for completion of construction and/or sale of the said Developer's allocation or any portion thereof provided that the Developer as the constituted Attorneys of the Owners shall also be entitled to sign and execute such deeds, papers writings and documents as may be required from time to time therefore.

21. If the said development work and/or the construction work is suspended due to Force Majeure like natural calamity, earth quake, strike, pandemic, riot or civil commotion or promulgation of any law etc. which be beyond the control of the Developer, then in such event the stipulated time as aforesaid shall be extended for such period as may be mutually agreed between the Parties. But the market condition and Developer's paucity of fund or financial difficulty shall not be considered to be the reasons beyond control of the Developer.
22. The Developer will also keep the Owners saved, harmless and indemnified against all claims losses expenses and proceedings as may be occasioned by the reasons mentioned hereunder.



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- A. The Developer shall pay for violation of rules and regulations prescribed under the Kolkata Municipal Corporation Act and/or infringement of such act or deviation from the sanctioned Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation causing payment of fines or penalty imposed by the said Authority for such violation of the Building/s Plan.
- B. All claims and demands of the suppliers of Building materials etc. of the said property or all claims arising due to any accident suffered by employees/workmen engaged by the Developer to carry out development work in the said property shall be borne by the Developer. The Developer shall solely be liable for compensation for such accident/s, if any, in terms of the Workmen's Compensation Act.
- C. All claims and demands of the Owners and Occupiers of the adjoining properties due to damage or loss suffered by them in course of hazards in construction work of the said property shall be



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borne by the Developer and the Owners shall not be liable for any grounds whatever and the Developer by putting their signatures indemnify the Owners to that aspect.

23. Both Owners and the Developer shall not use or permit to use their respective allocations in the Building/s or any portion thereof for carrying on any unlawful or illegal and immoral trade or activity nor use thereof for any purpose which may cause nuisance hazard to the other occupiers of the proposed Building/s.
24. Neither Party shall demolish or permit to demolish any wall or other structure in their respective allocations or any portion thereof or make structural alteration thereon without the previous consent of the Owners/Developer or the Association when formed, but such consent shall not be withheld unreasonably.
25. The respective Allottees shall keep the interiors and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their



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respective allocations in the proposed Building/s in good working condition and repair and in particular so as not to cause any damage to the Building/s or any other of their space or accommodation therein.

26. No goods or other items shall be kept by the Owners or the Developer or the Transferees for display or use or otherwise in the corridor or other places of common use in the proposed Building/s and in case any obstacle is caused in a manner thereto the person doing so shall be responsible to remove the same at the risk and cost of the other. Neither of the Parties shall be entitled to put up any advertisement and/or display hoarding on the exterior walls of the proposed Building/s.
27. The Owners shall permit the Developer and their servants and agents without workmen and others at the reasonable time and by prior notice to enter into and upon the Owners' allocation and every part thereof for the purpose of maintenance or repairing any part of the proposed Building/s and/or for the purpose of repairing maintaining, rebuilding, cleaning, lighting and of common



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facilities and/or for the purpose of maintaining, repairing and testing drains, water pipes and electric wires and for other similar purposes.

28. The Owners hereby agree and covenant with the Developer that they will mutate their own names at their own costs and expenses with the Kolkata Municipal Corporation Authority after the Owners obtain permission of their allocation in a habitable condition and the Developer shall co-operate with the Owners in this respect.
29. The Developer's allocation in the proposed Building/s in the said property is meant for sale as ownership Flat/s, Shop/s, Car Parking Space/s and other Space/s. As such the Owners and the necessary Parties shall sign and execute all Deeds of Conveyances, documents and writings relating to such sale and transfer to the intending Purchaser/s of the said Flat/s, Shop/s, Car Parking Space/s and other Space/s at a price determined by the Developer and the Owners shall have not nor can have without any demand or claim thereon of any nature whatsoever.



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30. The Developer is at liberty to advertise for sale of the said ownership Flat/s, Shop/s, Car Parking Space/s and other Space/s during the Development/ construction of the Building/s on the said property and receive advance or consideration from the intending Purchaser/s on Agreement against sale of such Flat/s, Shop/s, Car Parking Space/s and other Space/s and proportionate land value and shall be entitled to take appropriate the entire amount of sale proceeds from such Purchaser/s in respect of Developer allocated share the proposed Building/s.
31. The Owners hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing, if any, of the Developer's allocation in the Building/s in the said property.
32. The Owners shall not let-out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.



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33. The Owners hereby agree and covenant with the Developer to transfer the undivided proportionate share allocable and attributable to the Developer's allocation in favour of the Developer or its nominee/s in such part/s as the Developer shall required and for the aforesaid purpose shall obtain all necessary approvals, consents and permission.
34. The Parties hereto shall do all acts, deeds and things and sign execute register and deliver all documents and deeds as may be required by the other to enable the Parties to own use, occupy and enjoy the respective areas and the Parties hereto shall full and absolute right to deal with or transfer their respective areas in the manner as they respectively think fit and proper.
35. The Developer shall have no right title and interest whatsoever in the Owners' allocation and undivided proportionate share pertaining thereof in common facilities and amenities which shall solely and exclusively belong and continue to belong to the Owners and similarly the Owners shall have no claim in respect of the Developer's Allocation as herein provided.



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36. The Developer shall have no right to claim for payment reimbursement of any cost, expenses or charges incurred towards construction of the Owners' allocation and of the undivided proportionate share in the common areas/spaces, common facilities and amenities of the proposed Building/s. Hence the Owners shall never be liable to pay and/or refund such cost or expenses to the Developer.
37. The Developer shall in completion of the proposed Building/s, put the Owners in undisputed possession of the Owners' allocation together with all rights in common areas/spaces common utility portion of the proposed Building/s and the open space thereof.
38. The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners would be prevented from enjoying, selling, assigning and/or disposing of any portion of the Owners' allocation in the said proposed Building/s in the said property.
39. The Developer shall be entitled to negotiate with prospective Buyers and/or Purchaser/s for sale of Flat/s



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and other areas of the Building/s belonging to the Developer's allocation and also enter into Agreement/s for Sale with the intending Purchaser/s and to receive earnest money thereof receive the full consideration amount towards sale of Developer's allocation and appropriate the same and the Owners hereby confirm that the Owners shall have no claim or demand over the said consideration or amounts in future under any circumstances whatsoever and howsoever.

40. The Owners confirm and undertake that if so required by the Developer, the Owners shall join as Confirming Party to all Agreements and other documents of transfer that may be entered into by the Developer for sale and/or otherwise transfer of the Flat/s, Shop/s, Car Parking Space/s and other Space/s in the proposed Building/s of the Developer's allocation without raising any objection and claiming any additional consideration money and if require the Developer may put signatures as the Confirming Parties if during construction period the Owners shall intend to sell their allocation to any prospective Purchaser/s.



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41. It is understood that from time to time to facilitate, the construction of the proposed Building/s by the Developer various Deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the Authority of the Owners and various application and other documents may be required to be signed or made by the Owners relating to the specific provisions may be reasonably required to be done in the manner and the Owners shall execute any such authorization as may be required by the Developer for the said purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such acts deeds matters and things do not in any way infringe the rights of the Owners and/or go against the spirit of this Agreement.
42. In case, any Party fails or defaults in carrying out obligations or contravene any of the terms and conditions of this Agreement, then and in such event the other Party shall without prejudice to their rights stated herein be entitled to and/or start legal proceeding both criminal and civil against the defaulting Party and for Specific



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Performance of Contract together with right to claim damages and for other relief.

43. The proposed Building/s in the said property shall be christened as "....." which shall be inscribed and marked on a marble piece and be fixed on the front wall of the Building/s. It will be displayed prominently to the visitor and open to public eye. The Developer is also permitted to inscribe its name in a visible place of the Building/s as Developer.
44. The Owners shall interest with the works of the Developer at any stage during construction in any way subject to the Developer shall perform each and every obligations as depicted in this Agreement and shall not construct anything beyond the sanction Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation.
45. The land Owners shall execute Agreement/s for Sale and Deed/s of Conveyance in favour of the intending Purchaser/s if necessary when required by intending Purchaser/s in respect of Flat/s, Shop/s, Car Parking Space/s, Space/s including proportionate undivided



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share in land of Developer's allocation in the proposed Building/s in the said property before the Registration Office/s.

46. Alipore Judges' Court as the case may be shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents between the Parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PREMISES/PROPERTY)

ALL THAT piece and parcel of land measuring an area of 4 (Four) Cottahs 3 (Three) Chittacks 25 (Twenty-Five) Square Feet be the same a little more or less together with 2 (Two) storied Building having an area of 1000 Square Feet more or less in each floor and 3 (Three) storied Building having an area of 834 Square Feet more or less in each floor standing thereon, being known and numbered as Municipal Premises No.57A, Satish Mukherjee Road, Police Station : Charu Market, Kolkata : 700026, within the limits Kolkata Municipal Corporation, under Ward No.84, bearing Assessee No.11-084-20-0068-3, together



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with all right, title, interest and right of easement attached thereto and the same is butted and bounded as follows :-

ON THE NORTH	:	Premises No.53/1/B, Satish Mukherjee Road ;
ON THE SOUTH	:	Premises No.61, Satish Mukherjee Road ;
ON THE EAST	:	Mysore B.G. Road ;
ON THE WEST	: wide Satish Mukherjee Road ;

THE SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE OWNERS' ALLOCATION)

ALL THAT in the instant joint venture project the Owners shall be given at the first instance free of cost 50% of the total Flat area ratio out of 100% of the total F.A.R. as per their land share of the proposed Building/s in finished, complete and in habitable condition, which consists of several Flat/s, Shop/s, Car Parking Space/s and other space/s together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein provided and the aforesaid Owners' allocation will be demarcated after getting Plan sanctioned from the Kolkata Municipal Corporation by correspondences.



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THE THIRD SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)

ALL THAT rests and remaining 50% share of the proposed Building/s in the said property save and except the Owners' allocation. The said rests and remaining areas means several Flat/s, Shop/s, Car Parking Space/s and other space/s and proportionate share including common spaces, places, staircases and the Developer shall have the right to sell, mortgage lease out and/or rent out the same in whole or in part together with proportionate share of land at the said property, with right to enter into Agreement for Sale of Flat/s, Shop/s, Car Parking Space/s and other space/s with right on common areas and places to the intending Buyer/s etc. and to take advances and entire consideration from him/her/them without any objection or interruption from the Owners.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SPECIFICATION OF WORK)

❖ **ARCHITECTURAL STYLE :-**

The Building shall have modern architectural elevation and the facade is embellished with glass, allied metals, etc. all finished, complete.



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❖ **FOUNDATION AND SUPER STRUCTURE :-**

As per structural design with RCC work.

❖ **BRICK WORK AND PLASTERING :-**

➤ **EXTERNAL WALL :-**

- ✓ 200 mm thick brickwork.
- ✓ RCC wall panel.
- ✓ 20 mm thick cement-sand plaster.

➤ **INTERNAL WALL & CEILING :-**

- ✓ 125 mm thick partition wall.
- ✓ 75/125mm internal wall.
- ✓ 15mm thick cement-sand plaster.

❖ **FLOORING :-**

Flooring will be of good quality (as per relevant I.S. code specification) Vitrified Tiles, kitchen will have anti-skid ceramic tiles flooring. Bathrooms will have good quality (as per relevant I.S. code specification) Ceramic tiles to the floor and on the walls up to a height of 7'. Garage & external passage will be finished with good quality (as per relevant I.S. code specification) external tiles.

❖ **WINDOWS :-**

- Sliding anodized/powdered coated Aluminum windows with clear glazed glass will be provided.
- Window grills made of MS square bars shall be provided.



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❖ **WOODEN WORK :-**

Main Entrance door and all internal doors will be made of good quality (as per relevant I.S. code specification) Flush doors and toilets will have good quality (as per relevant I.S. code specification) PVC doors.

❖ **KITCHEN :-**

Kitchen working platform of black stone. Wall above platform will have 2' high dado of good quality (as per relevant I.S. code specification) ceramic tiles.

❖ **WATER SUPPLY :-**

Water supply shall be from direct supply from K.M.C. R.C.C. underground reservoir will be made. All pipes for lifting and distributing water will be good quality (as per relevant I.S. code specification) C.P.V.C. pipes. Overhead tank of adequate capacity will be given. Adequate capacity submersible pump to be provided in the underground water reservoir.

❖ **ELECTRICAL POINTS FITTINGS :-**

➤ Electrical points for light, fan, refrigerator, television, geyser and one number of A.C. point at bedroom will be provided with concealed P.V.C.



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wiring and complete with distribution boards, sub-distribution board, switchboard with modular type switches and 5 & 15 amp plug points, electrical points will be provided as required.

- Calling Bell switch- for each unit at main door will be provided.
- All common areas and garage area will have adequate lighting provisions.

❖ **LIFT :-**

7 passengers' capacity lift to be provided.

❖ **PAINTING AND FINISHING :-**

- Outside face of external walls will be finished with weather proof Paint. Inside walls of common area will be finished with very good quality (as per relevant I.S. code specification) wall putty and painted with enamel paint. Gates and Grills will be with Enamel Paint.
- Inside walls and ceilings of flat areas will be finished with good quality (as per relevant I.S. code specification) wall putty.



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❖ **BATHROOM DETAILS :-**

Toilet attached to the Bedroom will have one Western commode (white) and cistern, taps, shower, wash basin. Common Toilet will have Western pan (white) with cistern, one Washbasin (white), taps, towel rod, soap tray and shower. Geyser point will be provided in this Toilet. Both the toilets will have good quality (as per relevant I.S. code specification) concealed pipelines. The sanitary ware and shall be of good quality (as per relevant I.S. code specification). All CP fittings will be of good quality (as per relevant I.S. code specification).

❖ **OTHER FACILITIES :-**

Generator line will be provided. One common toilet for Flat Owners servants will be provided in the Ground floor. Telephone and intercom line in drawing room and T.V. point will be provided in the Drawing room and all Bedrooms. Closed Circuit Camera network to be done to monitor the common areas.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE EXEMPTION AREAS AND/OR COMMON FACILITIES)

1. The foundation column. Beams, supports, corridors, lobbies, stairway, entrance and exits pathway.



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2. External drains, sewerage from the premises to the main road.
3. Drainage pipes from the units to the drains and sewers connection to the premises.
4. Toilets in the Ground Floor of the premises for the use of durwans, caretaker of the premises and/or servants.
5. Meter room.
6. Roof.
7. Septic tank.
8. Driveways and pathways.
9. Boundary walls of the premises including outside wall of the Building and main gate.
10. **COMMON PARTS** :-
 1. Pump and meter with installation and room thereof.
 2. Water pump, underground water reservoir, water pipes and other common plumbing installation and space required thereto.
 3. External rain water pipes and distribution pipes.
 4. Transfer (if any), electric wiring meter for lighting staircase, lobby and other common areas (excluding



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those as are installed for any particular floor) and space required therefor.

5. Windows, doors and other fittings of the common areas of the premises.
6. Lift, shaft, lift machine room and its accessories, installations and space required thereof.
7. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said premises of the Building as are necessary for use and occupancy of the Units as are required.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE COMMON AREAS & INSTALLATIONS)

1. Entrance and exit of the Building.
2. Boundary walls and main gate.
3. Ground Floor yard.
4. Drainage and sewerage lines and other installations for the same (except only those installed in the exclusive area of any Unit/Flat).



✓

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5. Staircase and corridors on all floors and the entire roof, deducting the area of staircase room lift well and lobby, lying on the front side of the proposed Building.
6. Lifts, its equipments and installations, lift well, machine room, security room, common toilet, generator room etc., if any.
7. Electric sub-station and electrical wiring and other fittings (excluding only those installed in the exclusive area of any Flat/Unit exclusively for its use).
8. Meter space/water pump, water reservoir together with all common plumbing installations for carriage of water (save only those exclusively within and for the exclusive use of any Flat/Unit) together with the roof of the Building and separated area for common installations.
9. Such other common parts, area, equipments, installations, fittings, fixtures and space in or about the land and the Building as may be necessary for passage and/or user in common by the Co-Owners.



✓

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10. Lighting, fixtures, fittings in staircase, corridors, yard, driveway and pathway.
11. Electrical wiring and other wiring from the Ground Floor to the respective Flats.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE EXTRA DEVELOPMENT CHARGES)

Both the Owners and the Developer shall have to pay the cost of additional features and/or facilities to be provided in the Building.

1. Proportionate costs and charges of C.E.S.C. transformer/service/meter/security deposit for the meter.
2. Deposit and charges of electric meter and transfer and service line.
3. Costs of formation of the Association for management and maintenance of the new Building at the said property.
4. Proportionate cost of generator to be installed for providing electricity to the respective Units in the proposed Building.



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MEMO OF COSIDERATION

RECEIVED the within named Developer the within mentioned sum of Rs.38,00,000/- (Rupees Thirty-Eight Lac) only towards the interest free security deposit in terms of this Agreement, as per memo below :-

MEMO

1. Paid by A/C Payee Cheque being No. 983975,
dated/05/2023 drawn on I.O.B.,
at its Kalighat... Branch, amounting to Rs.19,00,000/-
 2. Paid by A/C Payee Cheque being No. 983976,
dated/05/2023 drawn on I.O.B.,
at its Kalighat. Branch, amounting to Rs.19,00,000/-
- TOTAL** Rs.38,00,000/-

(RUPEES THIRTY-EIGHT LAC) ONLY

WITNESSES :-

1. Pootha Suman

2. A.K. Bose

Signature of the **OWNERS**



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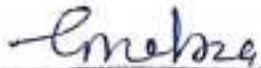
IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the Parties at Kolkata
in the presence of :-

WITNESSES :-

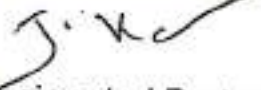
1. Porthan Soma
Alipore Police Court
Kol - 27

Anita Mehra


Signature of the **OWNERS**

2. A.K. Bose
Alipore Police Court
Kol - 027

SUN POWER REALTY LLP


Designated Partner/Partner

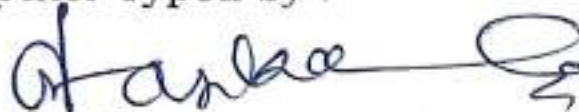
Signature of the **DEVELOPER**

Drafted by me :-

Arijit Kumar Bose
P/1188/2014
Advocate

Alipore Judges' Court, Kol : 27.

Computer Typed by :-



DEBASISH NASKAR

Alipore Judges' Court, Kol : 27.



District Sub Registrar-II
Alipore, South 24 Parganas
23 MAY 2023



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

NAME JAY S. KAMDAR

SIGNATURE [Signature]



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

NAME ANITA MEHRA

SIGNATURE [Signature]



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

NAME GITA MEHRA

SIGNATURE [Signature]



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

NAME

SIGNATURE



District Sub Registrar-II
Alipore, South 24 Parganas
23 MAY 2023



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



230520232006581619

GRIPS Payment Detail

GRIPS Payment ID:	230520232006581619	Payment Init. Date:	23/05/2023 12:42:18
Total Amount:	77942	No of GRN:	1
Bank/Gateway:	Indian Overseas Bank	Payment Mode:	Online Payment
BRN:	202305230837381	BRN Date:	23/05/2023 12:44:24
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

Depositor Details

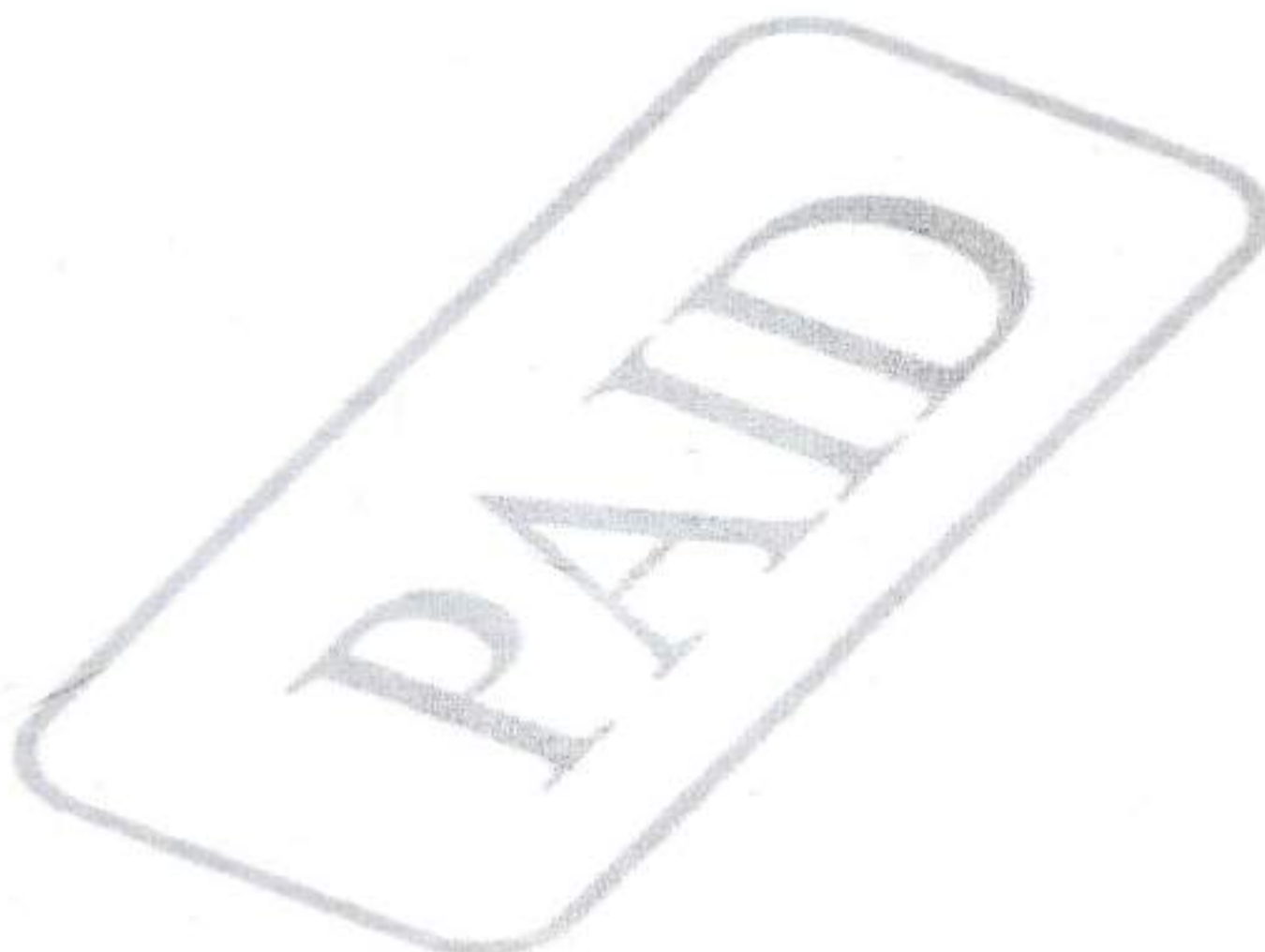
Depositor's Name: SUN POWER REALTY LLP
Mobile: 7890006513

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240065816211	Directorate of Registration & Stamp Revenue	77942
Total			77942

IN WORDS: SEVENTY SEVEN THOUSAND NINE HUNDRED FORTY TWO ONLY.

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





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



192023240065816211

GRN Details

GRN:	192023240065816211	Payment Mode:	Online Payment
GRN Date:	23/05/2023 12:42:18	Bank/Gateway:	Indian Overseas Bank
BRN :	202305230837381	BRN Date:	23/05/2023 12:44:24
GRIPS Payment ID:	230520232006581619	Payment Init. Date:	23/05/2023 12:42:18
Payment Status:	Successful	Payment Ref. No:	2001315777/4/2023
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	SUN POWER REALTY LLP
Address:	21/4,Aswini Dutta Road kolkata, West Bengal, 700029
Mobile:	7890006513
Email:	sunconstructionsun@yahoo.in
Depositor Status:	Buyer/Claimants
Query No:	2001315777
Applicant's Name:	Mr PARTHA SANA
Identification No:	2001315777/4/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	23/05/2023
Period To (dd/mm/yyyy):	23/05/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001315777/4/2023	Property Registration- Stamp duty	0030-02-103-003-02	39921
2	2001315777/4/2023	Property Registration- Registration Fees	0030-03-104-001-16	38021
Total				77942

IN WORDS: SEVENTY SEVEN THOUSAND NINE HUNDRED FORTY TWO ONLY.

Major Information of the Deed

Deed No :	I-1602-07123/2023	Date of Registration	23/05/2023
Query No / Year	1602-2001315777/2023	Office where deed is registered	
Query Date	22/05/2023 10:17:27 PM	D.S.R. -I I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	PARTHA SANA ALIPORE POLICE COURT,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830737513, Status :Deed Writer		
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 : 38,00,000/-]	
Set Forth value		Market Value	
		Rs. 2,39,37,498/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 40,021/- (Article:48(g))		Rs. 38,053/- (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:- Tollygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Satish Mukherjee Road, , Premises No: 57A, , Ward No: 084 Pin Code : 700026



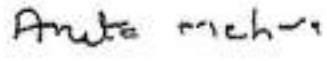


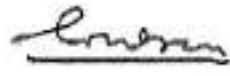
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	4 Katha 3 Chatak 25 Sq Ft		2,08,99,998/-	Property is on Road
Grand Total :				6.9667Dec	0 /-	208,99,998 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2000 Sq Ft.	0/-	13,50,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 1000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 1000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					

S2	On Land L1	2500 Sq Ft.	0/-	16,87,500/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 834 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 834 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 2, Area of floor : 832 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		4500 sq ft	0 /-	30,37,500 /-	



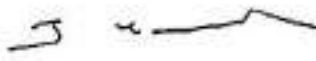
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Smt ANITA MEHRA Wife of Mr BINOD KUMAR MEHRA Executed by: Self, Date of Execution: 23/05/2023 , Admitted by: Self, Date of Admission: 23/05/2023 ,Place : Office	Photo 	Finger Print 	Signature 
	23/05/2023		LTI 23/05/2023	23/05/2023
12 S N ROY ROAD, City:- , P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AFxxxxxx5K, Aadhaar No: 30xxxxxxxxx2137, Status :Individual, Executed by: Self, Date of Execution: 23/05/2023 , Admitted by: Self, Date of Admission: 23/05/2023 ,Place : Office				
2	Name Smt GITA MEHRA Wife of Mr PROMOD KUMAR MEHRA Executed by: Self, Date of Execution: 23/05/2023 , Admitted by: Self, Date of Admission: 23/05/2023 ,Place : Office	Photo 	Finger Print 	Signature 
	23/05/2023		LTI 23/05/2023	23/05/2023
12 S N ROY ROAD, City:- , P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ADxxxxxx2B, Aadhaar No: 81xxxxxxxxx2256, Status :Individual, Executed by: Self, Date of Execution: 23/05/2023 , Admitted by: Self, Date of Admission: 23/05/2023 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	SUNPOWER REALTY LLP 21/4 ASWINI DUTTA ROAD, City:- , P.O:- SARAT BANERJEE ROAD, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 , PAN No.:: ADxxxxxx6D,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 JAY S KAMDAR (Presentant) Son of Late SHARAD H KAMDAR Date of Execution - 23/05/2023, , Admitted by: Self, Date of Admission: 23/05/2023, Place of Admission of Execution: Office	 May 23 2023 3:33PM	 LTI 23/05/2023	 23/05/2023
	38A/26 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.:: AKxxxxxx0L, Aadhaar No: 70xxxxxxxx7318 Status : Representative, Representative of : SUNPOWER REALTY LLP (as PARTNER)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr PARTHA SANA Son of Late R N SANA ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027	 23/05/2023	 23/05/2023	 23/05/2023
Identifier Of Mr JAY S KAMDAR, Smt ANITA MEHRA, Smt GITA MEHRA			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Smt ANITA MEHRA	SUNPOWER REALTY LLP-3.48333 Dec
2	Smt GITA MEHRA	SUNPOWER REALTY LLP-3.48333 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Smt ANITA MEHRA	SUNPOWER REALTY LLP-1000.00000000 Sq Ft
2	Smt GITA MEHRA	SUNPOWER REALTY LLP-1000.00000000 Sq Ft
Transfer of property for S2		
Sl.No	From	To. with area (Name-Area)
1	Smt ANITA MEHRA	SUNPOWER REALTY LLP-1250.00000000 Sq Ft
2	Smt GITA MEHRA	SUNPOWER REALTY LLP-1250.00000000 Sq Ft

On 23-05-2023

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 13:24 hrs on 23-05-2023, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by Mr JAY S KAMDAR ,.

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 2,39,37,498/-

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

Execution is admitted on 23/05/2023 by 1. Smt ANITA MEHRA, Wife of Mr BINOD KUMAR MEHRA, 12 S N ROY ROAD, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession House wife, 2. Smt GITA MEHRA, Wife of Mr PROMOD KUMAR MEHRA, 12 S N ROY ROAD, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession House wife

Indetified by Mr PARTHA SANA, , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

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

Execution is admitted on 23-05-2023 by Mr JAY S KAMDAR, PARTNER, SUNPOWER REALTY LLP (LLP), 21/4 ASWINI DUTTA ROAD, City:- , P.O:- SARAT BANERJEE ROAD, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029

Indetified by Mr PARTHA SANA, , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 38,053.00/- (B = Rs 38,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 38,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/05/2023 12:44PM with Govt. Ref. No: 192023240065816211 on 23-05-2023, Amount Rs: 38,021/-, Bank: Indian Overseas Bank (IOBA0000015), Ref. No. 202305230837381 on 23-05-2023, Head of Account 0030-03-104-001-16

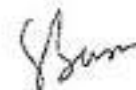
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 39,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 233217, Amount: Rs.100.00/-, Date of Purchase: 23/05/2023, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/05/2023 12:44PM with Govt. Ref. No: 192023240065816211 on 23-05-2023, Amount Rs: 39,921/-, Bank: Indian Overseas Bank (IOBA0000015), Ref. No. 202305230837381 on 23-05-2023, Head of Account 0030-02-103-003-02



Suman Basu

DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2023, Page from 240343 to 240415
being No 160207123 for the year 2023.



Suman

Digitally signed by Suman Basu
Date: 2023.05.26 11:49:45 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 2023/05/26 11:49:45 AM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)
