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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the document is genuine & registration. The signature sheet and endorsement sheets attached to the document are the part of this document.

Indi. Dist. Sub-Registrar, Budge Budge
Budge Budge, South 24 Pgs.

07 SEP 2023

Development Agreement
on Construction Agreement
M. Value ₹ 22,83,975
800000/- as Advance

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 04th day of September, 2023 (Two Thousand Twenty Three).

BETWEEN

9/2190375
dt 21/9/2023

Sl. No. 1368 Date 29/8/23
Name SK. SAHIR AHMED
Address Advocate
Amount Rs. 5000 Allpara Judges' Court
Stamp Vender Sanat Panjal Kolkata-27
A.D.S.R.O Budge Budge, 24 P.S. 18



5000 (Rupees five thousand only)

RECEIVED
ADDITIONAL DISTRICT JUDGE
BUDGE BUDGE, SOUTH 24 P.S.

29/8/23



ADDITIONAL DISTRICT JUDGE
BUDGE BUDGE, SOUTH 24 P.S.

07 SEP 2023

1) KAMLESHWAR SINGH, (PAN : MASKED), (Aadhaar No. MASKED), son of Late Chandradeo Singh, 2) VIVEK SINGH, (PAN : MASKED), (Aadhaar No. MASKED), son of Sri Kamleshwar Singh, both by religion - Hindu, by Occupation - Business & Service, both are residing at 16, A. L. Daw Road, P.O. & P.S. - Budge Budge, Kolkata - 700137, District - South 24 Parganas, in the State of West Bengal, hereinafter referred to and called the "OWNERS" (which term or expression shall, unless otherwise excluded by or repugnant to the subject or context, be deemed to mean and include their legal representatives, legal heirs, executors, administrators, successors, nominees and assigns) of the FIRST PART:

-AND-

SHRI ABHIJIT KANDU, (PAN : MASKED) (Aadhaar No. MASKED), son of Sri Joy Prakash Kandu, by religion - Hindu, by Nationality - Indian, by occupation - Business, residing at 48/3, A. M. Ghosh Road, P.O. & P.S. - Budge Budge, Kolkata - 700137, District - South 24 Parganas, in the State of West Bengal, hereinafter jointly referred to and called the "DEVELOPER" (which term or expression shall, unless otherwise excluded by or repugnant to the subject or context, be deemed to mean and include his legal representatives, legal heirs, executors, administrators, successors, nominees and assigns) of the SECOND PART:

WHEREAS one Jahurilal Shaw, son of Late Jagan Shaw, was the absolute and lawful sixteen annas owner in respect of demarcated 07 decimals of Bastu land out of 14 be the same a little more or less together with tile shed structure standing thereon lying and situated in R. S. Dag No. 667 corresponding to L. R. Dag No. 783, under R. S. Kahtian No. 327 at Mouza - Nijgarh, Pargana - Balia, Touzi No. 354, R. S. No. - 2, J. L. No. - 9, within the limits of the Budge Budge Municipality in its ward No.17, P. S. & A.D.S.R. office at Budge Budge, District - South 24 Parganas.

AND WHEREAS thereafter by virtue of a Registered Bengali Saf Bikroy Kobala (Deed of Sale) registered at the office of the A.D.S.R. at Budge Budge and recorded in Book No. I, Being No.7347, for the year 1982, the one Shanti Devi Alias Shanti Devi Singh was Purchased ALL THAT piece and parcel of demarcated 07 decimals of Bastu land out of 14 be the same a little more or less together with tile shed structure standing thereon lying and situated in R. S. Dag No. 667 corresponding to L. R. Dag No. 783, under R. S. Kahtian No. 327 at Mouza - Nijgarh, Pargana - Balia, Touzi No. 354, R. S. No. - 2, J. L. No. - 9, within the limits of the Budge Budge Municipality in its ward No.17, P. S. & A.D.S.R. office at Budge Budge, District - South 24 Parganas, free from all encumbrances and charges for a valuable consideration from the then legal Owner namely Jahurilal Shaw, son of Late Jagan Shaw and obtained delivery of khas possession thereon.

AND WHEREAS by virtue of a Registered Deed of Sale dated 24.11.2017 registered at the office of the A.D.S.R. at Budge Budge and recorded in Book No. I, Volume No. 1610-2017, Pages 69800 to 69823, Being No. 3028, for the year 2017, the present



[Signature]
Additional District Sub-Registrar
Budget Budget, South 24 Parganas

07 SEP 2023

vendors was lawfully purchased ALL THAT piece and parcel of more or less 07 decimals of Bastu land out of 14 be the same a little more or less together with tile shed structure standing thereon lying and situated in R. S. Dag No. 667 corresponding to L. R. Dag No. 783, under L. R. Khatian No. 219 at Mouza - Nijgarh, Pargana - Balia, Touzi No. 354, R. S. No. - 2, J. L. No. - 9, within the limits of the Budge Budge Municipality in its ward No.17, P. S. & A.D.S.R. office at Budge Budge, District - South 24 Parganas, free from all encumbrances and charges for a valuable consideration from the then legal Owner namely Shanti Devi Alias Shanti Devi Singh, wife of Late Ramayan Singh and obtained delivery of khas possession thereon.

AND WHEREAS thereafter the aforesaid Kamleshwar Singh duly applied for and obtained Mutation of his name as Owners in the records maintained at the Office of the B.L. & L.R.O. Budge Budge I, during the Present Settlement as provided under the West Bengal Land Reforms Act, 1955 as amended, the said 3.50 decimals of Bastu land in R. S. Dag No. 667 has been recorded in the name of present Owners No.1 namely Kamleshwar Singh in L. R. Dag No. 783 under L. R. Khatian No. 928 in Mouza - Nijgarh and was published.

AND WHEREAS thereafter the aforesaid Vivek Singh duly applied for and obtained Mutation of his name as Owners in the records maintained at the Office of the B.L. & L.R.O. Budge Budge I, during the Present Settlement as provided under the West Bengal Land Reforms Act, 1955 as amended, the said 3.50 decimals of Bastu land in R. S. Dag No. 667 has been recorded in the name of present Owners No.2 namely Vivek Singh in L. R. Dag No. 783 under L. R. Khatian No. 1538 in Mouza - Nijgarh and was published.

AND WHEREAS thereafter the aforesaid the Owners namely Kamleshwar Singh & Vivek Singh also mutated their name in respect of their said purchased 07 Decimals of Bastu land in the Budge Budge Municipality and the said Property has been assessed in the Register of the Budge Budge Municipality as Being Municipal Holding No. 43/1, A. L. Daw Road, Ward No. 17, Kolkata - 700137, P. S. & A.D.S.R. office at Budge Budge, District - South 24 Parganas and have been paying taxes regularly thereof.

AND WHEREAS by way of Purchase as aforesaid the Owners is thus lawfully seized and possessed of and also became the beneficial owner in respect of said 07 decimals of Bastu land out of 14 decimals be the same a little more or less together with tile shed structure standing thereon lying and situated in R. S. Dag No. 667 corresponding to L. R. Dag No. 783 under R. S. Khatian No. 219 corresponding to L. R. Khatian Nos. 928 & 1538 at Mouza - Nijgarh, Pargana - Balia, Touzi No. 354, R. S. No. - 2, J. L. No. - 9, within the limits of the Budge Budge Municipality in its ward No.17, P. S. & A.D.S.R. office at Budge Budge, District - South 24 Parganas, as full absolute and Sixteen annas Owner and has been possessing the same by doing various lawful acts of possession thereon and also on payment of rent and are

otherwise well and sufficiently entitled to the said property free from all encumbrances and charges.

AND WHEREAS the Owners of the First Part herein for proper and effective utilization and commercial exploitation of their said property in a fruitful manner have therefore decided to cause development of their aforesaid property through a technically and financially sound Developer who shall undertake the job of development of the Owner's property by construction of a commercial-cum-residential multi-storied building thereon at the Developer's own costs and expenses comprising of several self-contained commercial areas/spaces and/or residential flats/units including car parking spaces.

AND WHEREAS on being approached by the Developer of the Second Part herein, and after having protracted discussions in the matter of development of their First Schedule mentioned premises, the Owners decided to enter into a Joint Venture Development Agreement with the Developer of the Second Part herein for the purpose of construction and completion of the proposed multi storied building on their property mentioned in the First Schedule hereunder written at the Developer's costs and expenses and in conformity with the Building Plan/s to be sanctioned by the concerned authorities and/or Budge Budge Municipality, subject to compliance with the terms, conditions, covenants, stipulations and restrictions as hereinafter appearing and as agreed and accepted by the parties herein, comprised of and contained in R. S. Dag No. 667 corresponding to L. R. Dag No. 783 under R. S. Khatian No. 219 corresponding to L. R. Khatian Nos. 928 & 1538 in Mouza - Nijgarh, Pargana - Balia, Touzi No. 354, R. S. No. - 2, J. L. No. - 9, within the limits of the Budge Budge Municipality in its ward No.17, Being Municipal Holding No. 43/1, A. L. Daw Road, P. S. & A.D.S.R. office at Budge Budge, District - South 24 Parganas, the description of which, as more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written butted and bounded in the manner as appearing therein, subject to the terms, conditions and covenants as appearing hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

1. DEFINITIONS:-

i) COMMENCEMENT DATE:- Unless otherwise specified, this Agreement shall commence with effect from the date of execution and signing of this Agreement.

ii) OWNERS'S ALLOCATION/CONSIDERATION:-

A. The Owners shall be jointly entitled to 40% of the sanctioned F.A.R (Floor Area Ratio) including tenant portion in the saleable areas, spaces and/or flats/units

and commercial areas of the proposed multi storied building/s, which areas shall be distributed in the all floors in self-contained units respectively as per the Owner's Allocation in the Project.

B. The Owners shall also be jointly entitled to an interest free refundable/adjustable Advance of Rs.8,00,000/- (Rupees Eight Lacs) only to be paid jointly to the Owners at or before execution and signing of these presents, which total amount is refund by the Owners to the Developer in full at the time of handing over delivery of possession of the Owners' Allocation in the Project.

DEVELOPER'S ALLOCATION The Developer shall be jointly entitled to remaining 60% of the sanctioned F.A.R (Floor Area Ratio) in the saleable areas, spaces and/or flats/units and commercial areas of the proposed multi storied building/s, which areas shall be distributed in all floors along with undivided proportionate share of land, described in the First Schedule hereunder written, along with all common facilities and common areas in the newly constructed building as the Developers Allocation in the Project.

iii) **PREMISES:** Shall mean the amalgamated Municipal Premises No. 43/1, A. L. Daw Road, P.S. & P.O. Budge Budge, District 24 Parganas (South), within the limits of Ward No. 17 of the Budge Budge Municipality, butted and bounded in the manner as appearing therein.

iv) **LAND:** Shall mean ALL THAT piece and parcel of the Danga land measuring 07 Decimals more or less.

v) **ARCHITECT:** Shall mean such person or persons, firm or Company who may be appointed by the Developer as the Architect for the proposed new building/buildings to be constructed at the aforesaid premises.

vi) **BUILDING:** Shall mean the proposed Ground plus three Storied building to be constructed at the aforesaid premises as per Building Plan or modified plan as may be sanctioned by the Budge Budge Municipality, consisting of several self-contained flats/units, commercial areas/spaces and car parking spaces togetherwith all facilities, amenities, easements, appurtenances attached thereto.

vii) **DEVELOPER:** SHRI. ABHIJIT KANDU, (PAN : BJGPK8014A) (Aadhaar No. 9328 9440 1030), son of Sri. Joy Prakash Kandu, by religion - Hindu, by Nationality - Indian, by occupation - Business, residing at 48/3, A. M. Ghosh Road, P.O. & P.S. - Budge Budge, Kolkata - 700137, District - South 24 Parganas, in the State of West Bengal.

viii) **CAR PARKING SPACES:** Shall mean the earmarked spaces in the portions of the ground floor level as sanctioned whether open or covered at the new building / buildings expressed or intended to be reserved for parking of motor

cars, bikes, to be allotted to the Intending Purchasers of flats / units in the newly constructed Building / Buildings at the aforesaid premises.

ix) **COMMON AREAS, FACILITIES AND AMENITIES**: Shall mean and include corridors, hall ways, stairways, internal and external passages, passage ways, pump room, underground water reservoir, overhead water tank, water pump and motor drive ways, open spaces, electric meter room, if any, common lavatories, if any, generator, if any, transformer, if any, durwan's room, if any, fire fighting systems and other facilities etc. as may be provided in the new building by the Developer and required for establishment, location, enjoyment, provisions, maintenance and/or management of the new building.

x) **COMMON EXPENSES**: Shall mean and include all expenses for maintenance, management, up keep and administration of the common areas, facilities and amenities and for rendering of common services in common to the co-transferees and all other expenses for the common purpose to be contributed, borne, paid and shared by the co-transferees provided however, the charges payable on account of generator, electricity etc., consumed by or within any Unit shall be separately paid or reimbursed to the maintenance in charge or the Association of Flat Owners.

xi) **COMMON PURPOSES**: Shall mean and include the purpose of managing, maintaining and up keep of the new building as a whole, in particular, the common areas, facilities and amenities, rendering of common services in common to the co-transferees, collection and disbursement of the common expenses and administering and dealing with the matters of common interest of the co-transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the common areas, facilities and amenities in common.

xii) **BUILDING**: Shall mean the proposed new building be constructed with open areas, car parking spaces and flats/units/shoprooms/commercial spaces, to be erected and completed by the Developers in terms of this Agreement and in conformity with the sanctioned building plan or as may be modified or altered.

xiii) **SANCTIONED BUILDING PLAN/S**: Shall mean the building plan/s to be sanctioned by the Budge Budge Municipal Authorities and/or any statutory body or competent authorities, as the case may be, for construction of the proposed G+3 storied Building at the aforesaid premises or as may be modified or altered subsequently.

xiv) **CO-TRANSFEREE(S)**: According to the context shall mean all the prospective or actual transferees, who for the time being shall agree or has agreed to acquire by way of purchase or take on rent or lease any Unit in the new building and for all unsold Unit and / or Units in the newly constructed building.

xv) DATE OF COMMENCEMENT OF LIABILITY: Shall mean the date on which the Intending Purchasers or Transferees shall take actual physical possession of their spaces after fulfilling all their liabilities and obligations in terms of this Agreement irrespective of whether the other Intending Purchasers or Transferees have taken actual physical possession of their spaces or not, whichever is earlier.

xvi) DEPOSITS: Shall mean the amounts as may be specified to be deposited by the Transferees as the case may be, with the maintenance in charge or the Maintenance Company or Association of flat Owners' to be formed by the Developer upon completion of the proposed building and on handing over possession to the transferees of the same.

xvii) MAINTENANCE-IN-CHARGE/ MAINTENANCE COMPANY / ASSOCIATION: Shall mean and include such Agency or any outside agency to be appointed by the Developer, as per this Agreement for the Common Purposes having such rules, regulations, stipulations and restrictions as may be deemed proper and necessary by the DEVELOPERS not inconsistent with the provisions and covenants herein contained.

xviii) MARKETING: Shall mean marketing, selling, leasing, letting out or otherwise dealing with any space in the new building / buildings including the car parking spaces to any Transferees as the case may be, for owning or occupying such spaces falling under the Developer's Allocation in the Project.

xi) NEW BUILDING : Shall mean the new building to be constructed, erected and completed in accordance with the sanctioned Building Plan of the Premises or its subsequent modifications, if any.

xx) PLAN: Shall mean the Building Plan to be sanctioned by the Budge Budge Municipality or any other concerned authorities together with all modifications and/or alterations thereto, from time to time made or to be made by the DEVELOPER either under advice or on the recommendation of the Architect.

xxi) SPECIFICATION: Shall mean the specification for the said new building as mentioned in the Sixth Schedule hereunder written, subject to the alterations or modifications as may be suggested or approved by the Architect of the Project in conformity with the Building Rules or as may be considered by the Developer in the best interest of the Project.

xxii) TITLE DEEDS: Shall mean all the necessary and relevant documents of title of the OWNERS in respect of the Premises and the documents referred to herein.

xxiii) TRANSFER: With its grammatical variation shall include transfer by possession or by any other means adopted by effecting what is understood as a transfer of space in a multi-storied building to the transferees thereof, as per Law.

2. **INTERPRETATION:** In this Agreement save and except as otherwise expressly provided:-

- i) All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) The division of this Agreement into headings is for the convenience of reference only and shall not modify or effect the interpretation or construction or purport or spirit of this Agreement or any of the provisions.
- iii) When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) All references to section numbers refer to the section of this Agreement, and all references to Schedules refer to the Schedules hereunder written.
- v) The words 'herein', 'hereof', 'hereunder', 'hereafter', and 'hereto' and words of similar import refer to this Agreement as whole and not to any particular article or section thereof.
- vi) Any reference to any act of Parliament or State Legislature in India whether general or specific, include any modification, extension or enactment of it, for the time being in force and all instruments, orders, plans, regulations, byelaws, terms or directions any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or annotated.

3. **OWNERS' REPRESENTATION:** The OWNERS have represented and warranted the DEVELOPERS as follows:-

The OWNERS are seized and possessed of and/or well and sufficiently entitled to as Owners of the aforesaid Holding No. 43/1, A. L. Daw Road, P.S. & P.O. Budge Budge, District 24 Parganas (South), within the limits of Ward No. 17 of the Budge Budge Municipality, and no person other than the OWNERS have any right, title and/or interest, of any nature whatsoever in the premises or any part thereof.

The OWNERS shall not do nor permit any one to do any act, deed, matter or thing which may affect the marketability of the said new building / buildings or which may cause charges, encroachments, encumbrances, alienations, litigations, trusts, liens, lispendens, attachments and liabilities.

The OWNERS have not entered into any other Agreement for Sale or Transfer or Development or Lease etc. in respect of the premises or any part or portion thereof and the premises or any part or portion thereof is not affected by any requisition or alignment or scheme of any authority or authorities under any law and or otherwise and no notice or intimation about any such proceedings has been received or come to the notice or intimation about any such proceedings has been received or come to the notice of the OWNERS and the Premises is not attached and/or liable to be attached under any decree or order of any Court of Law or for dues of the Income Tax, Revenue or any other Public Demand of the Government. No suits and/or any other proceeding and/or litigations are pending in respect of the OWNERS or the premises in question or any part or portion thereof and that the Premises is not involved in any civil, criminal or arbitration proceedings and or claims of any nature (whether relating to directly or indirectly) are pending or threatened by or against the OWNERS or in respect, thereof and the OWNERS are liable to indemnify any person concerned and as far as the OWNERS are aware, there are no facts likely to give rise to any such proceedings. NOTWITHSTANDING anything contained in the foregoing paragraphs, in the event, during the pendency of this Agreement and/or during the period of commencement of construction and or after completion of the proposed G+3 storied building at the aforesaid premises, if any part or portion of the premises was acquired by the Government, Semi Government, Public Authority or Local Body, then in such event the Owners and the Developer are jointly entitled to such monetary compensation as may be awarded in the ratio of 40% and 60% in terms hereof.

The OWNERS have full right, power and absolute authority to enter into this Agreement. The entirety of the premises so being sought to be developed are in the Khas, peaceful and absolute possession of the OWNERS Subject to what has been stated in the Agreement and the OWNERS have not done and shall not do nor permit to be done anything whatsoever that would in any way impair, hinder and/or restrict, jeopardize the sole and exclusive appointment of and grant of rights to the DEVELOPERS under this Agreement including, without limitation, the unfettered exercise by the DEVELOPERS of the sole and exclusive right to develop the premises and subsequent sale of the saleable areas / spaces in the Project pertaining to the Developer's Allocation. There is no dispute with any revenue or other financial department of State of Central or elsewhere in relation to the affairs of the premises and there are no facts, which may give rise to any such dispute and the Owners further assure the Developer that they have not concealed any facts from the Developer concerning the premises.

4. DEVELOPER'S REPRESENTATION: The Developer has represented and warranted to the Owners that the Developer is competent, has sufficient resources and funds to commence and complete the proposed Development Project at the aforesaid premises.

5. CONDITIONS PRECEDENT TO COMMENCEMENT OF WORK:

5.1 The following shall be the condition precedent to the commencement of work under this Agreement:-

(a) OWNERS shall, at their own costs and expenses obtain, ensure, clear marketable title to the premises.

(b) THE OWNERS shall assist the Developer with all papers, applications, authorities and documents including obtaining sanctioned building plan and to get the sanctioned building plan modified from the appropriate authorities for construction of the proposed new building on the premises, but all costs in this regard shall be borne and paid by the Developer.

6. DEVELOPMENT OF THE PREMISES BY CONSTRUCTION AND EXPLOITATION OF THE NEW BUILDING :-

6.1 The parties have mutually decided the scope of the project, i.e. the development of the premises by construction of the proposed new thereon and exploitation of the new building.

6.2 The Owners shall sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for construction as and when required by the Developers without any objection of whatsoever nature and within 7 days from the date of the request being made to the Owners.

In addition to the aforesaid, the Owners, shall sign, execute and register a General Power of Attorney empowering, entrusting and authorizing the nominees and representatives of the Developer to act, do and perform all or any of the obligations on behalf of the Owners.

7. COMMENCEMENT:

7.1 The parties hereby accept the basic Understanding between them as recorded in Clause 6 above and all other terms and conditions mentioned in this Agreement. In consideration of the Developers agreeing to construct the proposed building, as per sanctioned building plan, the Owners agree to transfer proportionate, undivided share in the land at the said premises to all the Transferees falling under the Developer's Allocation in such part or parts as the Developers may desire and hereby grants the exclusive right to the Developer to develop the premises.

7.2 By virtue of the rights hereby granted, the Developers are authorised to build upon and exploit commercially the premises by 1) constructing the new building and 2) dealing with the saleable spaces falling under it's Allocation in the newly constructed building with corresponding undivided, proportionate share in the premises according to the agreed common format.

7.3 This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution, as mentioned above (commencement date) and this Agreement shall remain valid and in force till all obligations of the parties towards each other stands fulfilled and performed or till this Agreement is terminated in the manner stated in this agreement.

8. CONSTRUCTION:

8.1 The Owners hereby authorize the Developer to appoint Architects and other consultants and contractors to complete the project.

8.2 The Developers shall at its own costs and expenses construct, erect and complete the new building pursuant to the final modified plans to be sanctioned by the sanctioning authorities and as per the specifications mentioned in the Schedule hereunder and/or as may be recommended by the Architects from time to time (collectively specifications). The decision of the Architects regarding specifications and the quality of the material shall be final and binding on the parties.

8.3 The Developers from the date of receipt of vacant possession of the premises, or from the date of obtaining sanctioned building plan/s or from the date of execution of this Agreement whichever is later, shall immediately commence construction of the proposed multi-storied building/buildings and the Developers shall construct, erect and complete the new building/buildings within a period of 24 (Twenty Four) months subject to a further extended grace period of 6 (Six) months, subject to Force Majeure Causes.

If the Developer is unable to complete the construction of the proposed building/s in the First Schedule mentioned property during the stipulated agreed period as expressed hereinbefore or within the agreed extended grace period of 6 months, then the Developer shall be liable to pay a lumpsum amount of Rs.1000/- only per month to the Owners towards compensation for such delay till such time the delivery of possession in the newly constructed building pertaining to the Owners' allocated spaces or areas in the project is handed over Force Majeure causes shall not be construed as a fault on the part of the Developers for delay in completion of construction of the proposed building at the Owners' above-mentioned property/premises and handing over possession of the Owners' allocated spaces. The period of delay under such circumstances shall stand waived.

Alternatively, in the event if the Developers is unable to carry out and complete the construction of the proposed building due to any dispute/s raised by the Owners or any obstacle/s or interferences caused at the instance of the Owners, then the Owners shall be liable to pay all cost, charges, damages and/or interests on investment, etc. to the Developer as assessed and demanded by it and delay caused in such circumstances shall stand waived.

8.4 The Developers shall install and erect in the new building, pump, water storage tank, overhead reservoir, permanent common electric connection, water and sewerage connection and all other utility connection including lift and generator (subject to recovery from the Transferees) as may be agreed on case to case basis.

8.5 The Developers is hereby authorised in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities required for the construction of the new building, but in no circumstances, the Owners shall be responsible for the price/value, storage and quality or quantity of the building materials.

8.6 The Developers shall be authorised in the name of the Owners to apply for and obtain L.T connection, transformer, switchgear, cables and allied instruments, electricity, drainage and sewerage connections.

9. POSSESSION:

9.1 Simultaneously with the execution of this Agreement the Owners shall hand over vacant and peaceful possession of the land comprised in the premises to the Developers who shall issue a certificate of acknowledgement to that effect. The Owners shall hand over and deliver peaceful and vacant possession of the entire First Schedule mentioned property to the Developers for the purpose of commencement of construction of the proposed building/s at the Owners properties/premises within 2 months from the date of sanction of the building plan.

10. POWERS AND AUTHORITIES:

10.1 To enable the DEVELOPERS to specifically perform its obligations arising out of this Agreement, the Owners hereby concurrently and simultaneously nominate, constitute and irrevocably appoint the Developers and persons nominated by the Developers to be their true and lawful attorney on their behalf to do, execute and perform all or any of the following acts, deeds, matters and things concerning the premises.

(a) To obtain permission or approval from the planning authorities and other authorities as may be required for the development and construction of the new building in accordance with this agreement and for that purpose, to sign such applications, papers, writings, undertakings, appeal etc. as may be required.

(b) To enter upon the premises with men, machines and materials as may be required for the purpose of undertaking the development work and erect the new building as per the building plan sanctioned by the concerned authorities or as modified subsequently.

- (c) To appoint architects, contractors, sub contractors, consultants, engineers and surveyors, as may be required and to supervise the development and construction of the new building/buildings on the premises.
- (d) To apply for modifications/further sanctions of the building plan from time to time as may be required from the concerned authorities.
- (e) To apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities required for construction of the new building/ buildings.
- (f) To approach the concerned authorities for the purpose of obtaining permissions and service connection including water, sewerage, drainage and electricity for carrying out and completing the development of the premises.
- (g) To make deposits with the planning authorities and other authorities for carrying out the development work and construction of the proposed building / buildings on the premises and to claim refunds of such deposits and to give valid and effectual receipts and discharge on behalf of the Owners in connection therewith.
- (h) To enter into Agreements for Sale of portion or portions in the new building along with the corresponding undivided share in the premises as the case may be, on such terms and conditions as the Developers may deem fit and proper pertaining to the Developer's Allocation's in the Project.
- (i) To execute from time to time, deeds of transfer of spaces comprised in the new building and to receive consideration, deposits there from and present the above documents for registration and admit the execution of such documents before the appropriate registering authority, pertaining to the Developer's Allocation in the Project.
- (j) To ask for, receive and recover from all the Transferees whatsoever falling under the Developer's Allocation, all considerations, charges, profits, emoluments, service charges and other charges and sums of monies in respect of the premises/new building and the spaces contained therein in any manner whatsoever and also on non-payment thereof to enter and restrain and/or and take legal steps for the recovery thereof as the Developers may think fit and proper.
- (k) To accept any service of writ of summons or other legal process on behalf of and in the name of the Owners in respect of the First Schedule mentioned property and to appear in any Court or authority as the Developer deems appropriate and to commence, prosecute and/or defend any action or legal proceedings in any Court or before any authority as the Developers may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of

the Owners or in the name of the Developers and pay the costs, expenses, fees and other outgoings and further to depose in the Court of Law or authority, sign Vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals etc., and any other document or documents in furtherance of the said objective.

(l) To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained as fully and effectually as the Owners could do if they were personally present.

10.2 The Owners hereby ratifies and confirms and agrees to ratify and confirm all legal acts, deeds and things done by the Developers and persons nominated by the Developers in pursuance of the powers and authorities granted as aforesaid.

11.1. The DEVELOPERS shall be entitled to sell, transfer and hand over delivery of Possession of the newly constructed saleable areas and / or spaces in terms of the agreement pertaining to it's allocation in the Project, only after completing the work of the Owners' Allocation of the allocated areas and / or spaces in the Project making it habitable.

11.2. Each party including the Flat buyers, Owners, Shop buyers, nominees or Transferees of the DEVELOPERS shall pay or deposit the following to the DEVELOPERS for their respective portions:

- a) All costs for obtaining electricity connection(s).
- b) All deposits required to be made with the Electric authorities.
- c) Proportionate costs for L.T. connection charges, Transformer, Switchgear, Generator, Cables and allied installations.
- d) Deposits for proportionate charges of maintenance at the rate agreed upon for such allocation for a period of one year from the date of commencement of liability.
- e) Service Tax and any other statutory levies, self-permission fees, mutation charges, house tax, sales tax, vat, municipal taxes as applicable in respect of the party for sale of flats.
- f) All costs incurred for doing the extra work inside any flat as per the instruction of flat or space buyers or the Owners Allocation shall be reimbursed in full by the Flat Buyers to the Developers upon presentation of necessary bills for the same.
- g) All legal / documentation charges and incidental expenses as may be decided in due course to be prepared by the Project Lawyer.
- h) Charges for formation of the Maintenance Association.
- i) To deposit on account of sinking fund such amount as may be decided in due course.

12. DEALING WITH SPACES IN THE NEW BUILDING:

12.1 The Developers and the Owners shall execute and register with the appropriate registering authorities, deed of conveyance or conveyances for transferring and / or demising of all or any part or portion of constructed areas and other areas of the new building as aforesaid unto and in favour of the Intending Purchasers thereof and the cost for stamp duty and registration charges in respect thereof shall be borne by the Intending Purchasers, including documentation charges, legal expenses and incidental expenses.

12.2 The Developers shall join in all Agreements and Conveyance as Confirmatory Party pertaining to any portion of the newly constructed building to any Intending Purchaser of the same.

12.3 It is agreed and recorded that all agreements and conveyances or any other papers and documents in respect of the transfer of any areas in the new building / buildings shall be maintained in uniformity in respect of the restrictions, stipulations, covenants, terms and conditions for the use and occupation thereof together with amenities and facilities as are stipulated in this Agreement and the same would be drafted by the appointed Advocate of the DEVELOPERS and the draft approved by the Intending Purchasers or their Advocate and neither of them shall deviate from such restrictions, stipulations, covenants, terms and conditions and the Transferees, subject however, the preparation, execution and registration of the Deeds shall be done by the Developer's Advocate appointed for the Project.

13. MUNICIPAL TAXES AND OUTGOINGS:-

13.1 All municipal rates and taxes and outgoings on the premises relating to the period prior to the commencement of construction shall be borne, paid and discharged by the Owners as and when called upon by the competent authorities, without raising any objection thereto.

13.2 All extra work charges as per instructions in respect of any space shall be collected by the Developers from the flat Owners / buyers.

13.3 As from the date of commencement of construction of the new building, the Developers shall be liable for municipal rates and taxes as also other outgoings in respect of the premises till such time the new building is ready for occupation and subsequently by the Transferees and/or their nominees shall become liable and responsible for payment of municipal rates and taxes and all other outgoings (collectively rates) in the ratio of their respective allocation of spaces in the newly constructed building / buildings.

14. POSSESSION AND POST COMPLETION MAINTENANCE:

14.1 On and from the date of expiry of the period to be specified in the written notice to be given by the Developers to the Intending Purchasers, they shall become liable and responsible for the payments of rates and taxes in the ratio of their respective allocations of spaces, irrespective of the fact whether actual physical possession was taken or not.

14.2 The parties and their respective nominees/transferees shall particularly and regularly pay the rates and taxes for their allotted spaces to the concerned authorities and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be consequent upon a default by the other or others.

15. COMMON RESTRICTIONS:-

15.1 The occupiers, Intending Purchasers in the newly constructed building shall be subject to the same restrictions as are applicable to an Ownership building / intended for common benefit of all occupiers of the new building which shall include the following.

- a) No occupier of the new building shall use or permit to be used their space or any portion thereof for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the new building.
- b) No occupant of the new building shall demolish or permit demolition of any wall or other structure in their respective spaces or any portions, major or minor, without the written consent of the Developers or the Owners or the Association of the Flat Owners, as the case may be.
- c) No occupant of the new building shall transfer or permit transfer of their spaces or any portions thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed transferee gives a written undertaking to the effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the concerned space including transfer fees or Assignment / Nomination fees as the case may be.
- d) All occupants of the new building shall abide by all laws, bye laws, rules and regulations of the government and local bodies and shall attend to, answer and be responsible for any deviation, violation and/or breach of any of the said laws rules and regulations.
- e) All occupants of the new building shall keep the interior walls, sewer, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective spaces in good working condition and repair and in

particular so as not to cause any damage to the New building or any other space or accommodation therein and shall keep the other occupiers of the new building indemnified from and against the consequences of any breach.

f) No occupant of the new building shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the new building.

g) No occupant of the new building shall leave or keep any goods or their items for display or otherwise in the corridors or at other places of common use and enjoyment in the new building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places of common use and enjoyment in the new building, including entrance, exits, staircase, lobbies, landings, car parking spaces, open spaces, etc.

h) No occupant of the new building shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the new building or in the compound, corridors or any other portion or portions of the new building.

i) The Owners shall not revoke any rights till completion of the Project, subject to fulfillment of the terms and conditions mentioned in this Agreement by the Developer.

16. OBLIGATIONS OF THE DEVELOPERS:

16.1 Execution of the project shall be in conformity with the prevailing rules and bye laws of all concerned authorities and State Government / Central Government bodies, local bodies etc. and construction should be made strictly in accordance with the sanctioned Building Plan.

16.2 The Developers shall be responsible for planning, designing, landscaping, elevation, development and construction of the new building with the help of professional bodies, contractors etc. at its own cost.

16.3 The Developers have assured the Owners that it shall implement the terms and conditions of this agreement strictly without any violation and shall adhere to the stipulations of time limits without default and shall not install any Mobile Tower or any kind of Tower on the common roof of the building/buildings.

16.4 The Developers shall construct the new building at its own cost and responsibility. The Developers shall alone be responsible and liable to the Government, Municipality and other authorities concerned and to the occupants/purchasers of spaces and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify the Owners against any claims, loss or damage for any default or failure or breach on the part of the

Developers. The Developers shall also allow the Owners, their men, servants and/or agents, Surveyor, Engineer and/or Architect to enter into the First Schedule mentioned premises to inspect and verify the construction work, the quality and quantity of the materials being used in the construction work with the right to object to the same and ask for rectification thereof.

17. OBLIGATIONS OF THE OWNERS:

17.1 The Owners undertake to fully co-operate with the Developers for obtaining all permissions required for the development of the premises.

17.2 The Owners undertake to act in good faith towards the Developers (and any appointed and/or designated representatives) so that the Development Project can be successfully completed.

17.3 The Owners shall provide the Developers with any and all documents and information relating to her premises as may be required by the Developer from time to time.

17.4 The Owners declare that all Original Documents relating to the Title Deeds of the property shall be handed over to the Developers in Originals on or before signing of these presents and the same shall be kept in the Developer's custody and open for inspection by the Developer or its authorised Agents and ultimately to be handed over to the Association of the Flat Owners.

17.5 The Owners shall not do any act, deed or thing whereby the Developers may be prevented from discharging its functions under this Agreement.

17.6 The Owners hereby covenant not to cause any interference or hindrance in the construction of the new building.

17.7 The Owners hereby covenant not to let out, grant, lease, mortgage and/or charge the premises or any portions thereof.

17.8 The Owners shall apply and obtain requisite permission from the Municipal and/or concerned State Government and/or Central Government authorities, Public bodies or authorities, environmental clearance and/or such other clearances, permission, etc as may be required before commencement of the construction as found expedient.

18. INDEMNITY:

18.1 The Developers shall indemnify and keep the Owners saved, rendered harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the new building / buildings and those resulting from any breach of this Agreement

by the Developer, including any act of neglect or default of the Developer's sub consultants, employees and/or the Purchaser/s and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye laws or arising out of any accident or otherwise.

19. MISCELLANEOUS:

19.1 The Agreement entered into by and between the parties herein is and shall be on principal to principal basis.

19.2 The Owners and the Developers expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

19.3 Nothing contained herein shall be deemed to be or construed as a partnership or a joint venture business relationship between the parties in any manner nor shall the parties constitute an Association of persons.

19.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any of such rights.

19.5 It is understood that from time to time to facilitate the uninterrupted construction of the new building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developers and for which the Developers may need authority of the Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such power of attorney and/or authorization as may be required by the Developers for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this agreement.

19.6 The parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

19.7 As and from the date of completion of the construction (possession date) of the new building the respective transferees shall be liable to pay as per proportionate share of the revenues and taxes.

20. DEFAULTS:

In the event of any default on the part of any of the parties, the Other Party or any of them shall be entitled to serve notice of default on the other and the party in default, shall be entitled to rectify such default within a period of 30 days from the date of receipt of such notice.

21. FORCE MAJEURE:

21.1 Force Majeure shall mean and include an event preventing either party from performing any or all of their respective obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the party so prevented and does not arise out of a breach by such party of any of its obligations under this agreement including, without limitation, any abnormal inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic/pandemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd, disorder, strike, lock outs, labour unrest or other industrial actions, terrorist action, civil commotion and any legislation, regulations, ruling or omissions (including failure to grant any necessary permission or sanctions for reasons outside the control of either Party) or any relevant government or court orders.

21.2 If either party is delayed in or prevented from performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the Other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall subject to service of such notice, have no liability in respect of the performance of such of its obligations are prevented by the event/s of Force Majeure, during the continuance thereof and for such time after the cessation, as is necessary for that party, using all reasonable endeavors, to recommend its affected operations in order for it to perform its obligations. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented, in performing the same by reasons of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

21.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of Force Majeure condition to the completion thereof and 7 days thereafter.

21.4 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of non fulfillment of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

22. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the parties and revokes and supersedes all previous discussion/correspondence and agreements between the parties, oral or implied.

23. AMENDMENT / MODIFICATION:

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the parties and expressly referring to the relevant provision of this Agreement which shall mean a Supplementary or Rejoinder Agreement.

25. SPECIFIC PERFORMANCE:

In the event of there being breach by either party, the other party will have the right to seek specific performance of this agreement and also claim any loss, damage, costs and expenses caused due to such breach and also cancel this agreement along with its all related documents.

26. ARBITRATION:

The parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively disputes), by way of negotiation. To this end, each of the parties shall use its reasonable endeavors to consult or negotiate with the Party in good faith and in recognizing the parties mutual interest and attempt to reach a just and equitable settlement satisfactory to both parties. If the parties cannot settle the disputes by negotiation within 30 days from the date on which negotiation are initiated the disputes, if not solved /settled shall be referred to the Arbitral Tribunal of a Sole Arbitrator in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The Arbitration proceedings shall be conducted at Kolkata and in English.

THE FIRST SCHEDULE REFERRED TO ABOVE
(THE "SAID PROPERTY" SO BEING INTENDED TO BE DEVELOPED)

ALL THAT piece and parcel of demarcated 07 decimals of Bastu land be the same a little more or less together with 300 Sq. Ft. a Brick wall tile shed structure standing thereon rights, liberties, privileges, advantages, easements, benefits, amenities and facilities attached thereto or appurtenances therewith, lying and situated in R. S. Dag No. 667 corresponding to L. R. Dag No. 783 under R. S. Khatian No. 219 corresponding to L. R. Khatian No. 928 & 1538 in Mouza - Nijgarh, Pargana - Balia, Touzi No. 354, R. S. No. - 2, J. L. No. - 9, within the limits of the Budge Budge Municipality in its ward No.17, Being Municipal Holding No. 43/1, A. L. Daw Road, P. S. & A.D.S.R. office at Budge Budge, District - South 24 Parganas, butted and bounded in the manner as appearing hereinafter as follows:-

ON THE NORTH:-
ON THE SOUTH:-
ON THE EAST:-
ON THE WEST:-

22 Feet wide A. L. Daw Road.
 Part of Land & House of Rajkumar Shaw.
 House of Umesh Tewari.
 Part of Land Sitaram Yadav.

OR HOWSOEVER OTHERWISE the aforesaid property is butted, bounded, known, numbered, called and / or distinguished.

THE SECOND SCHEDULE: OWNERS'S ALLOCATION AND CONSIDERATION

A. The Owners shall be jointly entitled to 40% of the sanctioned F.A.R (Floor Area Ratio) including all tenant portions in the saleable areas, spaces and/or flats/units and commercial areas of the proposed multi storied building/s, comprised with all floor along with undivided proportionate share of land, described in the First Schedule hereunder written, along with all common facilities and common areas to be provided by the Developer in the said building.

B. The Owners shall also be jointly entitled to an interest free adjustable Advance of Rs.8,00,000/- (Rupees Eight Lacs) only to be paid jointly to the Owners equally at or before execution and signing of these presents, which total amount is refund by the Owners to the Developer in full at the time of handing over delivery of possession of the Owners' Allocation in the Project.

THE THIRD SCHEDULE: DEVELOPER'S ALLOCATION

The Developers shall be jointly entitled to remaining 60% of the sanctioned F.A.R (Floor Area Ratio) in the saleable areas, spaces and/or flats/units and commercial areas of the proposed G+3 storied building/s, comprised with all floor along with undivided proportionate share of land, described in the First Schedule hereunder written, along with all common facilities and common areas in the newly constructed building as the Developers Allocation in the Project.

THE FOURTH SCHEDULE:

COMMON AREAS: Shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump room, underground water reservoir, overhead water tank, water pump and motor drive-ways, open spaces, roof or terraces, common lavatories, Generator Room, if any, Transformer, if any, Darwan's / Caretaker room, toilet, if any, Fire-Fighting systems, if any, and other

facilities etc. to be provided in the new building by the Developer and required for establishment, location, enjoyment, provision, maintenance and / or management of the new building.

THE FIFTH SCHEDULE:

COMMON EXPENSES: Shall mean and include all expenses for maintenance, management, upkeep and administration of the common areas, facilities and amenities and for rendering of common services in common to the Co-transferees and all other expenses for the common purposes to be contributed, borne, paid and shared by the Co-transferees Provided however, the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance-in-Charge.

THE SIXTH SCHEDULE: (Schedule of Construction)

1. RCC foundation as per sanction plan with cement of Nuvoco, JSW, ACC, Ultratech or similar brand and TMT bars of SRMB, TATA, Elegant, SAIL or similar brand.
2. RCC structure as per drawing and design of sanction of building plan.
3. Outside Wall - 8" Brick (1st class) with cement plastering as per specification.
4. Inside Partitions - 5" brick (1st class) with cement plastering.
5. Main Doors of Flat - Wooden (Sal) frame with flush door.
6. Inside Doors of Flat - Wooden (Sal) frame with flush door.
7. Window - Standard aluminum sliding window with black or similar glass panels and integrated grill.
8. Floor - Standard quality vitrified tiles (2 X 2) in flat and marble in stair and landing with skirting in 100mm heights. Toilet shall have 5' 0" (5 feet) high tiles over skirting on all sides, kitchen shall have 2' 0" (2 feet) height tiles over sink and the table top black stone.
9. Each Toilet Will Comprise Of The Following:
 - a) One commode with PVC flushing cistern of white colour.
 - b) Two taps.
 - c) Wash basin 20" x 16" or corner basin of white colour.
 - d) Dado upto 5'-02" height on all sides with tiles.
10. Each W.C. (If Any) Will Comprise Of The Following:
 - a) One commode with PVC flushing cistern of white colour.
 - b) One shower with central valve.

c) One tap.

d) Dado upto 5'-02" height on all sides with tiles.

11. Electric: Entire electrical wiring will be conceal with MCB for each flat with wire of Finolex or similar brand. Electrical points in each flat: Bedrooms - 2 Nos. for light, 1 No. for fan, 1 No. A.C point only (not wiring), 1 No. plug, and 1 No. for TV, Living/Dining room - 2 Nos. for light, 1 or 2 Nos. for fan (as per size of flat), 1 No. AC point only (not wiring), 2 Nos. Amp plugs and another 1 No. plug for refrigerator, Kitchen - 1 No. for light, 2 Nos. plugs for water filter, chimney etc and another 2 Nos. for mixture, microwave oven etc., Toilet - 1 No. for light, and 2 Nos. plug for Geyser and exhaust, W.C. - 1 No. for light and 1 No. plug, Verandah/Balcony - 1 No. for light. Calling bell point in each flat, 1 No. light point on the top of door in the outside of each flat.

12. SANITARY & PLUMBING:

All the internal horizontal soil and waste water pipes shall be of 50mm and 100mm dia. C.I./P.V.C. pipes joint in cement mortar. All the vertical soil, vent and waste pipes shall be in 50mm to 100mm dia. C.I./P.V.C. pipes joint with cement mortar and exposed to walls. All the rain water pipes shall be 100mm dia. in good quality.

INTERNAL FINISHING TO WALLS:

a) All internal walls, ceilings, rooms, verandah, kitchen, dining-cum-living and toilets shall be finished with plaster of paris and / or putty.

b) Outside walls will be painted by paint Asian / ICI or similar brand.

13. Vacant land around building will be finished by P.C.C. dhalai and/or decorated tiles.

14. Top roof of building will be finished by water protected treatment (jal chhathh) or tiles or mosaic.

15. Boundary wall will be of 6 ft. height around the premises with sufficient designated gates for entry and exit of cars as per requirement.

16. Under-ground water reservoir for storage of water shall be provided.

17. Overhead reservoir(s) above the stair room shall be provided.

18. Any other construction / design / facilities for betterment of common areas of compound

IN WITNESS WHEREOF the PARTIES hereto have set and subscribed their respective hands on the day, month and year hereinabove mentioned.

SIGNED, SEALED AND DELIVERED
In the presences of :
WITNESSES

1. AK Sahib Ahmed
S/o - Late AK Abdul Hannan
112, R.L. Ghosh Road
Budge Budge
Kol-137.

Kamleshwar Seif
Virek Singh

OWNERS

2. Samsit Ray
Late, Upendra Ray
43/1 A.L. Das Road
Budge Budge K-137

Drafted by me :

AK Sahib Ahmed

(Enrl : F/579/2015) Advocate
Alipore Judge's Court, Kolkata - 27.

AK du.

DEVELOPER

Computer Print by :

Su. Rajib

Budge Budge, Kol-137

MEMO OF CONSIDERATION

RECEIVED of and from the within-named "DEVELOPERS", the within mentioned sum of Rs.8,00,000/- (Rupees Eight Lacs) only, as and by way of payment towards Interest Free Adjustable Amount as per the terms of these presents, as per Memo below: -

MEMO

1. Paid by cash in hand dated 06.09.2023, amount of Rs.2,00,000/-
2. Paid by Chèque No.001422, dated 06.09.2023, drawn on HDFC Bank, Budge Budge Branch, Amount of Rs.6,00,000/-

Total Rs.8,00,000/- (Rupees Eight Lacs) only

WITNESSES:-

1. Salim Ahmed
2. Somit Roy

Kanishk Singh

Virek Singh

OWNERS



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Hand

Right
Hand

Thumb

1st Finger

Middle Finger

MASKED

NAME : ABHJIT KANDU

SIGNATURE [Signature]



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Hand

Right
Hand

Thumb

1st Finger

MASKED

NAME : KAMLESHWAR SINGH

SIGNATURE [Signature]



Left
Hand

Right
Hand

Thumb

1st Finger

Middle Finger

Ring Finger

Small

MASKED

NAME : VIVEK SINGH

SIGNATURE [Signature]

MASKED



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



GRN Details

GRN: 192023240203846998
GRN Date: 04/09/2023 21:54:02
BRN: 8995457091837
Gateway Ref ID: 1367993904
GRIPS Payment ID: 040920232020384698
Payment Status: Successful

Payment Mode: SBI Epay
Bank/Gateway: SBIEpay Payment Gateway
BRN Date: 04/09/2023 21:54:25
Method: Bank of Baroda NB
Payment Init. Date: 04/09/2023 21:54:02
Payment Ref. No: 2002190375/4/2023
(Query No**Query Year)

Depositor Details

Depositor's Name: Mr SANAT PANJAL
Address: BUDGE BUDGE
Mobile: 9830552546
Period From (dd/mm/yyyy): 04/09/2023
Period To (dd/mm/yyyy): 04/09/2023
Payment Ref ID: 2002190375/4/2023
Dept Ref ID/DRN: 2002190375/4/2023

2-2502/23
7/9/23

Payment Details

Sl. No.	Payment Ref No.	Head of A/C Description	Head of A/C	Amount (₹)
1	2002190375/4/2023	Property Registration- Stamp duty	0030-02-103-003-02	21
2	2002190375/4/2023	Property Registration- Registration Fees	0030-03-104-001-16	8021
Total				8042

IN WORDS: EIGHT THOUSAND FORTY TWO ONLY.

PAID

भारत निर्वाचन आयोग
ELECTION COMMISSION OF INDIA
IDENTITY CARD

MASKED



निर्वाचक का नाम : श. साहिर अहमद
Electors Name : Sh Sahir Ahmed
पिता का नाम : श. मोहम्मद हसन
Father's Name : Sh Mohd Hassan
पैसा/लिंग : प / M

MASKED

112-सूची में दर्ज मतदाता, जो कि, इस मतदाता सूची में
मतदान करेगा।

Address:
112, R.L. GHOSH ROAD, BUDGE BUDGE,
BUDGE BUDGE, NORTH 24 PARAGANAS,
700137

Date: 23/07/2013
[Signature]
Facsimile Signature of the Electoral
Registration Officer for
456-Budge Budge Constituency

ध्यान दें: इस मतदाता सूची में दर्ज मतदाता को
मतदान करने के लिए मतदान करने का अधिकार है।
इस सूची में कोई भी परिवर्तन नहीं हो सकता है।
यदि कोई परिवर्तन होना चाहिए तो मतदाता को
मतदान करने के लिए मतदान करने का अधिकार है।

Sh Sahir Ahmed

Major Information of the Deed

Deed No :	I-1610-02502/2023	Date of Registration	07/09/2023
Query No / Year	1610-2002190375/2023	Office where deed is registered	
Query Date	27/08/2023 7:13:39 PM	A.D.S.R. BUDGE BUDGE, District: South 24-Parganas	
Applicant Name, Address & Other Details	Sk Sahir Ahmed Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700137, Mobile No. : 9830934283, Status : Advocate		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Set Forth value	Additional Transaction [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 8,00,000/-]		
Stampduty Paid(SD)	Market Value Rs. 22,83,975/-		
Rs. 5,021/- (Article:48(g))	Registration Fee Paid Rs. 8,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

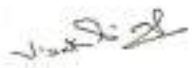
District: South 24-Parganas, P.S:- Budge Budge, Municipality: BUDGE-BUDGE, Road: A.L. Daw Road, Mouza: Nijgarh, , Ward No: 17, Holding No:43/1 JI No: 9, Pin Code : 700137

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-783 (RS :-)	LR-928	Bastu	Bastu	3.5 Dec		11,02,500/-	Width of Approach Road: 22 Ft., Adjacent to Metal Road,
L2	LR-783 (RS :-)	LR-1538	Bastu	Bastu	3.5 Dec		11,02,500/-	Width of Approach Road: 22 Ft., Adjacent to Metal Road,
					7Dec	0 /-	22,05,000 /-	
		TOTAL :			7Dec	0 /-	22,05,000 /-	
		Grand Total :						

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	300 Sq Ft.	0/-	78,975/-	Structure Type: Structure
	Gr. Floor, Area of floor : 300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Tiles Shed, Extent of Completion: Complete				
	Total :	300 sq ft	0 /-	78,975 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Shri Kamleshwar Singh (Presentant) Son of Late Chandradeo Singh Executed by: Self, Date of Execution: 04/09/2023 , Admitted by: Self, Date of Admission: 07/09/2023 ,Place : Office	 07/09/2023	 LT1 07/09/2023	 07/09/2023
16, A. L. Daw Road, City:- , P.O:- Budge Budge, P.S:-Budge Budge, District:-South 24-Parganas, West Bengal, India, PIN:- 700137 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: MASKED Aadhaar No: MASKED Status :Individual, Executed by: Self, Date of Execution: 04/09/2023 , Admitted by: Self, Date of Admission: 07/09/2023 ,Place : Office				
2	Shri Vivek Singh Son of Kamleshwar Singh Executed by: Self, Date of Execution: 04/09/2023 , Admitted by: Self, Date of Admission: 07/09/2023 ,Place : Office	 07/09/2023	 LT1 07/09/2023	 07/09/2023
16, A. L. Daw Road, City:- , P.O:- Budge Budge, P.S:-Budge Budge, District:-South 24-Parganas, West Bengal, India, PIN:- 700137 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: MASKED Aadhaar No: MASKED Status :Individual, Executed by: Self, Date of Execution: 04/09/2023 , Admitted by: Self, Date of Admission: 07/09/2023 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Shri Abhijit Kandu Son of Shri Joy Prakash Kandu Executed by: Self, Date of Execution: 04/09/2023 , Admitted by: Self, Date of Admission: 07/09/2023 ,Place : Office	 07/09/2023	 LT1 07/09/2023	 07/09/2023
Son of Shri Joy Prakash Kandu 48/3, A. M. Ghosh Road, City:- Budge-budge, P.O:- Budge Budge, P.S:- Budge Budge, District:-South 24-Parganas, West Bengal, India, PIN:- 700137 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: MASKED Aadhaar No: MASKED Status :Individual, Executed by: Self, Date of Execution: 04/09/2023 , Admitted by: Self, Date of Admission: 07/09/2023 ,Place : Office				

Identifier Details :

Name	Photo	Finger Print	Signature
Sk. Sahir Ahmed Son of Late Sk Abdul Hannan 112, R. L. Ghosh Road, City:-, P.O:- Budge Budge, P.S:-Budge Budge, District:-South 24-Parganas, West Bengal, India, PIN:- 700137			
	07/09/2023	07/09/2023	07/09/2023

Identifier Of Shri Kamleshwar Singh, Shri Vivek Singh, Shri Abhijit Kandu

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Kamleshwar Singh	Shri Abhijit Kandu-3.5 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Shri Vivek Singh	Shri Abhijit Kandu-3.5 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri Kamleshwar Singh	Shri Abhijit Kandu-150.00000000 Sq Ft
2	Shri Vivek Singh	Shri Abhijit Kandu-150.00000000 Sq Ft

Land Details as per Land Record

District: South 24-Parganas, P.S:- Budge Budge, Municipality: BUDGE-BUDGE, Road: A.L. Daw Road, Mouza: Nilgarh, Ward No: 17, Holding No:43/1 JI No: 9, Pin Code : 700137

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 783, LR Khatian No:- 928	Owner:কমলেশ্বর সিং, Gurdian:ডেব্রুজ সিং, Address:শ্রী, Classification:বাড়, Area:0.04000000 Acre,	Shri Kamleshwar Singh
L2	LR Plot No:- 783, LR Khatian No:- 1538	Owner:বিলক সিং, Gurdian:কমলেশ্বর সিং, Address:16,এল দা রোড, বড়বুজ, Classification:বাড়, Area:0.03000000 Acre,	Shri Vivek Singh

Endorsement For Deed Number : I - 161002502 / 2023

On 07-09-2023

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)
(g) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)
Presented for registration at 14:00 hrs on 07-09-2023, at the Office of the A.D.S.R. BUDGE BUDGE by Shri

Kamleshwar Singh, one of the Executants.

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

22,83,975/-

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

Execution is admitted on 07/09/2023 by 1. Shri Kamleshwar Singh, Son of Late Chandradeo Singh, 16, A. L. Daw

Road, P.O: Budge Budge, Thana: Budge Budge, , South 24-Parganas, WEST BENGAL, India, PIN - 700137, by
caste Hindu, by Profession Business. 2. Shri Vivek Singh, Son of Kamleshwar Singh, 16, A. L. Daw Road, P.O: Budge
Budge, Thana: Budge Budge, , South 24-Parganas, WEST BENGAL, India, PIN - 700137, by caste Hindu, by
Profession Service. 3. Shri Abhijit Kandu, Son of Shri Joy Prakash Kandu, 48/3, A. M. Ghosh Road, P.O: Budge
Budge, Thana: Budge Budge, , City/Town: BUDGE-BUDGE, South 24-Parganas, WEST BENGAL, India, PIN -
700137, by caste Hindu, by Profession Business

Identified by Sk. Sahir Ahmed, , Son of Late Sk Abdul Hannan, 112, R. L. Ghosh Road, P.O: Budge Budge, Thana:
Budge Budge, , South 24-Parganas, WEST BENGAL, India, PIN - 700137, by caste Muslim, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 8,021.00/- (B = Rs 8,000.00/- ,E = Rs 21.00/-
) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 8,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 04/09/2023 9:54PM with Govt. Ref. No: 192023240203846998 on 04-09-2023, Amount Rs: 8,021/-, Bank:
SBI EPay (SBIEPay), Ref. No. 8995457091837 on 04-09-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs
5,000.00/-, by online = Rs 21/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1368, Amount: Rs.5,000.00/-, Date of Purchase: 29/08/2023, Vendor name:
Sanat Panjal

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 04/09/2023 9:54PM with Govt. Ref. No: 192023240203846998 on 04-09-2023, Amount Rs: 21/-, Bank: SBI
EPay (SBIEPay), Ref. No. 8995457091837 on 04-09-2023, Head of Account 0030-02-103-003-02



Shakil Kamran Siddiqui
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BUDGE BUDGE
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1610-2023, Page from 54202 to 54237

being No 161002502 for the year 2023.



Shakil

Digitally signed by SHAKIL KAMRAN SIDDIQUI
Date: 2023.09.08 16:07:26 -07:00
Reason: Digital Signing of Deed.

(Shakil Kamran Siddiqui) 08/09/2023
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BUDGE BUDGE
West Bengal.

Government of West Bengal
OFFICE OF THE A.D.S.R. BUDGE BUDGE
District South 24-Parganas

Ref.: AIN 16102023102502891334 (Application for certified copy of registered deed) dated 4/28/2025

Total amount of duties/fees paid: Rs. 288.00/- (Rupees two hundred and eighty-eight) only

Certified to be a true copy of the deed being No. 02502 for the year 2023 of OFFICE OF THE A.D.S.R. BUDGE BUDGE.

Digitally signed by Shakil Kamran Siddiqui
A.D.S.R. BUDGE BUDGE
4/29/2025 1:13:11 PM

Digitally signed by SHAKIL KAMRAN SIDDIQUI
Date: 2025.04.29 13:12:32 +05:30
Reason: Digital Signing of Deed.