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गण्डिबारा पश्चिम बंगाल WEST BENGAL

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District Sub-Register-III
Alipore, South 24-pargana.

DEVELOPMENT AGREEMENT

23 SEP 2024

WITH

DEVELOPMENT POWER OF ATTORNEY

THIS AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY is made on this the 23rd day of September, in the year Two Thousand Twenty Four (2024).

BETWEEN

Contd.....,P/2

ALIAS AJIT KUMAR CHOWDHURY

Ajit Kumar Choudhury

(1) **SRI AJIT KUMAR CHOWDHURY**, (PAN - ABZPC6849F) (Aadhaar - 7275 2757 5293), son of Late Hirendra Kumar Choudhury, by occupation - Retired Person, (2) **SMT. ARATI CHOWDHURY**, (PAN - ANQPC1995D) (Aadhaar - 6798 2806 2958), wife of Late Pranab Kumar Choudhury, by occupation - Housewife and (3) **SRI SUDIP KUMAR CHOWDHURY**, (PAN - AEPPC6549D) (Aadhaar - 7801 1898 3283), son of Late Pranab Kumar Choudhury, by occupation - Service, all by Religion - Hinduism, by Nationality - Indian, all are residing at 1/1, Baishnabghata Bye Lane, Post Office - Naktala, Police Station - Patuli now Netaji Nagar, Kolkata - 700047, District South 24 Parganas, hereinafter called and referred to as the "**LAND OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, successors, administrators, legal representatives and/or assigns) of the **ONE PART**.

AND

M/S. LOKENATH ENTERPRISE, a Proprietorship Firm, having its registered office at 52, Ashoke Road, Ganguli Bagan, Post Office - Garia, Police Station - Patuli, Kolkata - 700084, represented by its Sole Proprietor namely **SRI DIPANKAR MITRA**, (PAN - APXPM3943C)

(Aadhaar - 9335 1860 1115), son of Sri Partha Mitra, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 1-C/1, Sonali Park, Post Office - Garia, Police Station - Regent Park now Bansdrone, Kolkata - 700084, hereinafter called and referred as to the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context to be deemed to mean and included its heirs, executors, successors, administrators, legal representatives and/or assigns) of the **OTHER PART**.

WHEREAS the rent free lands described in the schedule hereto formed part of a rent free holding owned and possessed by Bhulu Mondal and others and formed a part of the lands purchased by Rai Promoda Prasad Mukhopadhyaya Bahadur from the said Bhulu Mondal and others by a registered indenture of conveyance executed by Bhulu Mondal and others in his favour on the 22nd day of November 1937.

AND WHEREAS the said Rai Promoda Prasad Mukhopadhyaya Bahadur while seised and possessed of the said lands purchased by him from the said Bhulu Mondal and others as the absolute owner thereof sold, conveyed and transferred absolutely and forever .49 decimals of land to one Sukumar Guha by a registered deed of sale

executed in his favour on the 13th day of February, 1938 and for the consideration therein mentioned.

AND WHEREAS the said Sukumar Guha after his aforesaid purchase got his name duly mutated in respect of the said lands in the registers of the Tollygunge Municipality, then Corporation of Calcutta thereafter Calcutta Municipal Corporation now the Kolkata Municipal Corporation, within the limits of which the said land were situated and remained in possession and enjoyment of the lands in exercise of his rights as the sole and absolute owner thereof openly and to the exclusion of all others from the date of his aforesaid purchase.

AND WHEREAS the said area along with other lands of the Tollygunge area were taken over and placed under the administration of the Municipal Corporation of Calcutta in the year 1953.

AND WHEREAS the said Sri Sukumar Guha while in possession and enjoyment of the said land sold, transferred and conveyed a part or portion from the said land area absolutely and forever to Sri Hari Saday Chakravarty on the 16th day of August, 1958 duly registered at the office of the Sub-Registrar of Alipore Sadar and recorded in Book

No. 1, Volume No. 118, Pages 224 to 232, being Deed No. 7332, for the year 1958.

AND WHEREAS the said Sri Hari Saday Chakravarty while seized and possessed of the said lands as the sole and absolute owner thereof, with his own money raised and constructed a one storied building thereon in accordance with a plan duly sanctioned by the then Corporation of Calcutta and being No. 301/T, dated 30th day of September, 1959 and has raised pucca boundary walls along the boundaries of the lands.

AND WHEREAS the said lands together with the buildings of the said Sri Hari Saday Chakravarty thereon standing has been assessed for municipal rates and taxes as Premises No. 1/1, Baishnabghata Bye lane, of the Tollygunge Area of the then Municipal Corporation of Calcutta (now known as the Kolkata Municipal Corporation).

AND WHEREAS the said Sri Hari Saday Chakravarty while in possession and enjoyment of the said land measuring about 06 (Six) Cottahs & 12 (Twelve) Chittack more or less, lying and situate at and being Municipal Premises No. 1/1, Baishnabghata Bye Lane, sold, transferred and conveyed to (1) Sri Pranab Kumar Choudhury (now deceased), (2) Sri Sujit Kumar Choudhury and (3) Sri Ajit Kumar

Chowdhuary all are sons of Hirendra Kumar Choudhury on the 14th day of August, 1963 duly registered in the office of the Joint Sub-Registrar at Alipore at Behala and recorded in Book No. I, Volume No. 66, Being No. 4183, for the year 1963.

AND WHEREAS after the said purchase the above named (1) Sri Pranab Kumar Choudhury (now deceased), (2) Sri Sujit Kumar Choudhury and 3) Sri Ajit Kumar Chowdhuary, have become the joint owners of ALL THAT piece or parcel of rent free land, situate and lying at Mouza - Baishnabghata, in Pargana - Khaspur, under the jurisdiction of the then Police Station - Tollygung Sadar, Sub-Registry office at Alipore, within Touzi Nos. 56 and 151, of the then Collectorate of the then District of 24 - Parganas, at Alipore J.L. No. 28 and appertaining to Dag No. 175, Khatian No. 214 and Dag No. 174 of Khatian No. 296/1 under mother/old Khatian No. 296 and containing an area of 06 (Six) Cottahs & 12 (Twelve) Chittaks more or less, formed with .03 (three) decimals of land from Dag No. 175 and .08 1/3rd (eight and one-third) decimals from Dag No. 174 and comprised under former Holding No. 374, Netajl subhas Chandra Bose Road within the Municipal limits of the Tollygunge area of the then Corporation of Calcutta, together with the one storied building and structures thereon together with all fixtures and fittings thereto

including Municipal drains and water connections and boundary walls of the Premises, numbered and forming the Premises No. 1/1, Baishnabghata Bye lane, of the Tollygunge Area of the then Corporation of Calcutta.

AND WHEREAS after purchasing of the said property by the said registered Deed of Conveyance on 14/08/1963 the above named (1) Sri Pranab Kumar Choudhury (now deceased), (2) Sri Sujit Kumar Choudhury and (3) Sri Ajit Kumar Chowdhuary, have become the landowners and jointly mutated their names in the Assessment Record of the then Calcutta Municipal Corporation (now Kolkata Municipal Corporation) in respect of the said property and the said property now has continued to be known and numbered as Premises No. 1/1, Baishnabghata Bye Lane, having its Assessee No. 21-100-01-0005-9, under the Ward No. 100, locally known as and/or Postal address being Premises No. 1/1, Baishnabghata Bye Lane, Police Station - Jadavpore thereafter Patuli now Netaji Nagar, Calcutta now Kolkata - 700047, in District South 24 - Parganas.

AND WHEREAS in course of such possession and enjoyment of the said land/property at the outset, the above named 1) Sri Pranab Kumar Choudhury, (2) Sri Sujit Kumar Choudhury and (3) Sri Ajit Kumar Chowdhuary as owners, jointly in the year 1968 constructed

the first floor of the building keeping the ground floor construction as it was, rather made some extension of the entire two storied building in the front portion of the existing one in the year 1997 and started residing there with their respective families and each having undivided 1/3rd (one-third) share or interest therein.

AND WHEREAS it is pertinent to mention here that the documented area of the land measuring about 06 (Six) Cottahs & 12 (Twelve) Chittak, but as per the physical measurement the area of land is 06 (Six) Cottahs, 11 (Eleven) Chittacks & 42 (Forty Two) Square Feet be the same a little more or less, together with a two storied building standing on a portion thereupon, lying and situate at Mouza Baishnabghata, J.L. No. 28, Touzi Nos. 56 and 151, appertaining to Dag No. 175 under Khatian No. 214 and Dag No. 174 of Khatian No. 296/1, under Mother/old Khatian No. 296, within the limits of the Kolkata Municipal Corporation, at and being Premises No. 1/1, Baishnabghata Bye Lane, locally known as and/or Postal address is 1/1, Baishnabghata Bye Lane, under Ward No. 100, Police Station - Patuli now Netaji Nagar, Kolkata - 700047, within the jurisdiction of Sub Registration Office at Alipore, in the District South 24 - Parganas.

AND WHEREAS the above named Sri Sujit Kumar Choudhury the Donor therein and (1) Sri Pranab Kumar Choudhury (now deceased)

and (2) Sri Ajit Kumar Chowdhuary the Donees therein have become the joint owners in respect of the said two storied building/structure and by way of mutual decision they have segregated their respective portion and since last 30 years they are residing at the said building. As per their mutual segregation the front portion (from road side) of the said building is occupied by Sri Sujit Kumar Choudhury and the back side portion of the property are occupied by Sri Pranab Kumar Choudhury (now deceased) and Sri Ajit Kumar Choudhury.

AND WHEREAS it is pertinent to mention here that the said (1) Sri Sujit Kumar Choudhury, (2) Sri Pranab Kumar Choudhury (now deceased) and (3) Sri Ajit Kumar Chowdhuary have jointly demarcated properly the land area with the structural portion of Sri Sujit Kumar Choudhury measuring 02 (Two) Cottahs, 05 (Five) Chittacks & 03 (Three) Square Feet more or less from the total land area measuring 06 (Six) Cottahs, 11 (Eleven) Chittacks & 42 (Forty Two) Square Feet more or less, together with a separated two storied building/structure measuring 2400 Square Feet (Ground Floor 1182 Square Feet and First Floor 1218 Square Feet) more or less, which is equivalent to undivided 1/3rd share or interest of the total constructed area thereof measuring 7200 Square Feet and the rest of the land area measuring 04 (Four) Cottahs, 06 (Six) Chittacks & 39 (Thirty Nine) Square Feet,

together with a separated two storied building/structure measuring 4800 Square Feet (Ground Floor 2400 Square Feet and First Floor 2400 Square Feet) more or less, which is equivalent to undivided $\frac{2}{3}$ rd share or interest of the total constructed area thereof measuring 7200 Square Feet, lying and situates at Premises No. 1/1, Baishnabghata Bye Lane, locally known as 1/1, Baishnabghata Bye Lane, Police Station - Patuli now Netaji Nagar, Kolkata - 700047.

AND WHEREAS the said Sri Sujit Kumar Choudhury as Donor conferred his absolute right, title and interest i.e. $\frac{1}{3}$ rd share upon the land area measuring **04 (Four)** Cottahs, **06 (Six)** Chittack & **39 (Thirty Nine)** Square Feet, together with a separated two storied building/structure measuring 4800 Square Feet (Ground Floor 2400 Square Feet and First Floor 2400 Square Feet) more or less, by executing a registered Indenture dated 08/03/2019 by way of gift unto and in favour of (1) Sri Pranab Kumar Choudhury (now deceased) and 2) Sri Ajit Kumar Chowdhuary the therein referred to as the Donee. The said Indenture of gift was duly registered in the office of the District Sub Registrar - I, at Alipore, District South 24 - Parganas and entered in Book No. I, Volume No. 1601-2019, Pages from 38786 to 38813, Being No. 00767 for the year 2019.

AND WHEREAS after execution of the said Deed of Gift the said (1) Sri Pranab Kumar Choudhury (now deceased) and (2) Sri Ajit Kumar Chowdhury, became the absolute joint Owners of land measuring an area of **04 (Four)** Cottahs, **06 (Six)** Chittack & **39 (Thirty Nine)** Square Feet be the same a little more or less, together with a two storied building measuring 4800 Square Feet (Ground Floor 2400 Square Feet and First Floor 2400 Square Feet) standing on a portion thereupon, lying and situates at Mouza - Baishnabghata, J.L. No. 28, Touzi Nos. 56 and 151, appertaining to Dag No. 175, under Khatian No. 214 and Dag No. 174 of Khatian No. 296/1, under Mother/old Khatian No. 296, within the limits of the Kolkata Municipal Corporation, at and being Premises No. 1/1, Baishnabghata Bye Lane, locally known as 1/1, Baishnabghata Bye Lane, Police Station - Patuli now Netaji Nagar, Kolkata - 700047, hereinafter for the sake of brevity referred to as the "**said Property**" more fully and particularly mentioned in the **FIRST SCHEDULE** hereunder written and enjoying the absolute right, title, interest and possessed over the said property, free from all sorts of encumbrances, liens etc.

AND WHEREAS thus the said (1) Sri Pranab Kumar Choudhury (now deceased) and (2) Sri Ajit Kumar Chowdhury, thereto became the sixteen annas joint Owners of **ALL THAT** piece and parcel of land

measuring about **04 (Four)** Cottahs, **06 (Six)** Chittack & **39 (Thirty Nine)** Square Feet be the same a little more or less, together with a two storied building measuring 4800 Square Feet (Ground Floor 2400 Square Feet and First Floor 2400 Square Feet) standing on a portion thereupon, lying and situates at Mouza - Baishnabghata, J.L. No. 28, Touzi Nos. 56 and 151, appertaining to Dag No. 175, under Khatian No. 214 and Dag No. 174 of Khatian No. 296/1, under Mother/old Khatian No. 296, within the limits of the Kolkata Municipal Corporation, at and being Premises No. 1/1, Baishnabghata Bye Lane, locally known as 1/1, Baishnabghata Bye Lane, Police Station - Patuli now Netaji Nagar, Kolkata - 700047, within the jurisdiction of District 24 - Parganas (South), more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written, hereunder written and enjoying the absolute ownership rights over the said property, without any kind of hindrance, objection, obstruction, interference, lispenden, requisition, acquisition, mortgage, trusts, claim and/or demand whatsoever or howsoever from any corner.

AND WHEREAS the said (1) Sri Pranab Kumar Choudhury (now deceased) and (2) Sri Ajit Kumar Chowdhury, being desirous to construct an Ownership Flat system building but having no such expertise for construction of any building and for that they have

decided to develop their said property through a competent Developer, who has enough credential in the area of development, who have sufficient resources to do so and coming to know the intention of the Owner, the Developer herein have proposed to the Owner to appoint him as Developer for such construction of the said proposed G+III Storied Building. And the Owner have authorized to the Developer namely "**M/S. LOKENATH ENTERPRISE**", a Proprietorship firm, being represented by its sole Proprietor **SRI DIPANKAR MITRA**, son of Sri Partha Mitra, as their Lawful Representative to construct the same as per Agreement and the Present Owners also have declared hereby that the said property is free from all encumbrances, charges, liens, lispendents, claims demands, trust acquisition or requisition or whatsoever and the said (1) Sri Pranab Kumar Choudhury (now deceased) and (2) Sri Ajit Kumar Chowdhury, have full marketable right, title and interest on the aforesaid land described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS the Developer after having full discussion with the said (1) Sri Pranab Kumar Choudhury (now deceased) and (2) Sri Ajit Kumar Chowdhury, regarding the terms and conditions upon which the Development of the said property can be undertaken, have agreed

to develop the said property by construction of the proposed G+III storied residential building, lying and situates at Mouza - Baishnabghata, J.L. No. 28, Touzi Nos. 56 and 151, appertaining to Dag No. 175, under Khatian No. 214 and Dag No. 174 of Khatian No. 296/1, under Mother/old Khatian No. 296, within the limits of the Kolkata Municipal Corporation, at and being Premises No. 1/1, Baishnabghata Bye Lane, locally known as 1/1, Baishnabghata Bye Lane, Police Station - Patuli now Netaji Nagar, Kolkata - 700047, within the jurisdiction of District Sub-Registrar at Alipore, in the District 24 - Parganas (South), more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereafter written, together with all rights of construction thereon as per sanctioned Building Plan approved by Kolkata Municipal Corporation Authority.

AND WHEREAS accordingly the said (1) Sri Pranab Kumar Choudhury (now deceased) and (2) Sri Ajit Kumar Chowdhury and the aforesaid Developer have entered into a Registered Agreement for Development on 20/06/2019 which was duly registered in the office of the A.D.S.R. at Alipore and recorded in Book No. I, Volume No. 1605-2019, Page from 127503 to 127543, Being No. 160503687, for the year 2019 to develop the **FIRST SCHEDULE** land by demolishing the

existing old pucca structure and to construct a New Building on the said premises as per sanction building plan approved by the Kolkata Municipal Corporation Authority.

AND WHEREAS the said (1) Sri Pranab Kumar Choudhury (now deceased) and (2) Sri Ajit Kumar Chowdhury therein duly executed and Registered Power of Attorney in favour of "**M/S. LOKENATH ENTERPRISE**", a Proprietorship firm, being represented by its sole Proprietor **SRI DIPANKAR MITRA**, son of Sri Partha Mitra, which was duly Registered in the office of A.D.S.R., at Alipore and recorded in Book No. I, Volume No. 1605-2019, Page from 133015 to 133034, Being No. 160503526, for the year 2019, relating to the said plot of land of the said Premises to construct a proposed G+III storied building thereon, together with dispose the Developer's Allocated Portion, along with receiving the consideration from the intending purchaser or purchasers, right to enter any kind of agreement for sale and/or deed of conveyance and for all other purposes aforesaid also stating thereon.

AND WHEREAS in pursuance the aforesaid Agreement and Power of Attorney, the said Developer submit a building plan to the Kolkata Municipal Corporation and after obtained a sanction building plan for

the construction of the building in the said Premises Being Building Plan No. 2022100133 dated 24/09/2022, duly sanctioned by the Kolkata Municipal Corporation, for Construction of G+III Storied Residential Building consisting of several flats and other spaces.

AND WHEREAS as per the aforesaid sanctioned plan the Developer have started the construction of G+III storied building, on the said property, lying and situates at Mouza - Baishnabghata, J.L. No. 28, Touzi Nos. 56 and 151, appertaining to Dag No. 175, under Khatian No. 214 and Dag No. 174 of Khatian No. 296/1, under Mother/old Khatian No. 296, within the limits of the Kolkata Municipal Corporation, at and being Premises No. 1/1, Baishnabghata Bye Lane, locally known as 1/1, Baishnabghata Bye Lane, Police Station - Patuli now Netaji Nagar, Kolkata - 700047, within the jurisdiction of District Sub-Registrar at Alipore, in the District 24 – Parganas (South).

AND WHEREAS during the completion of the proposed G+III storied building on the said property, the said Pranab Kumar Choudhury died intestate on 22/06/2024 leaving behind his surviving wife namely Smt. Arati Choudhury and one son namely Sri Sudip Kumar Chowdhury, as his legal heirs and successors who jointly inherited

the share of deceased Pranab Kumar Choudhury in equal share by way of Hindu Succession Act, 1956.

AND WHEREAS by way of Gift Deed and by virtue of inheritance the aforesaid (1) Sri Ajit Kumar Chowdhury, (2) Smt. Arati Choudhury and (3) Sri Sudip Kumar Chowdhury (the Land Owners herein) became the absolute joint Owners of **ALL THAT** piece and parcel of land measuring an area of **04 (Four)** Cottahs, **06 (Six)** Chittack & **39 (Thirty Nine)** Square Feet be the same a little more or less, together with proposed G+III storied building standing thereon, lying and situates at Mouza - Baishnabghata, J.L. No. 28, Touzi Nos. 56 and 151, appertaining to Dag No. 175, under Khatian No. 214 and Dag No. 174 of Khatian No. 296/1, under Mother/old Khatian No. 296, within the limits of the Kolkata Municipal Corporation, at and being Premises No. 1/1, Baishnabghata Bye Lane, locally known as 1/1, Baishnabghata Bye Lane; Police Station - Patuli now Netaji Nagar, Kolkata - 700047, within the jurisdiction of District Sub-Registrar at Alipore, in the District 24 - Parganas (South) and enjoying the absolute right, title, interest and possessed over the said property, more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS thus the said (1) Sri Ajit Kumar Chowdhury, (2) Smt. Arati Choudhury and (3) Sri Sudip Kumar Chowdhury (the Land Owners herein) thereto became the absolute joint Owners of **ALL THAT** piece and parcel of land measuring an area of **04 (Four)** Cottahs, **06 (Six)** Chittack & **39 (Thirty Nine)** Square Feet be the same a little more or less, together with proposed G+III storied building standing thereon, lying and situates at Mouza - Baishnabghata, J.L. No. 28, Touzi Nos. 56 and 151, appertaining to Dag No. 175, under Khatian No. 214 and Dag No. 174 of Khatian No. 296/1, under Mother/old Khatian No. 296, within the limits of the Kolkata Municipal Corporation, at and being Premises No. 1/1, Baishnabghata Bye Lane, locally known as 1/1, Baishnabghata Bye Lane, Police Station - Patuli now Netaji Nagar, Kolkata - 700047, within the jurisdiction of District Sub-Registrar at Alipore, in the District 24 - Parganas (South) and enjoying the absolute right, title, interest and possession, without any kind of hindrance, objection, obstruction, interference, trusts, lispence, requisition and acquisition, claims and demands whatsoever or howsoever, more fully and particularly described in the **FIRST SCHEDULE** hereunder written, free from all sorts encumbrances, liens, charges, attachment, liabilities etc.)

AND WHEREAS the said Land Owners jointly decided to execute a Development Agreement with Power of Attorney unto and in favour of the said "**M/S. LOKENATH ENTERPRISE**", a Proprietorship firm, being represented by its sole Proprietor **SRI DIPANKAR MITRA**, son of Sri Partha Mitra (the Developer herein), for the smooth and perfect construction on the said property with right sale and transfer the Developer Allocated Portion as mentioned above.

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

ARTICLES - I:

1. **DEFINITION:** - For proper clarification and understanding of this presents the following terms which have already been used for several times and will come number of times shall always mean and include.

ARTICLES - II:

- A. **LAND OWNERS:-** shall mean (1) **SRI AJIT KUMAR CHOWDHUARY**, son of Late Hirendra Kumar Choudhury, (2) **SMT. ARATI CHOUDHURY**, wife of Late Pranab Kumar Choudhury and (3) **SRI SUDIP KUMAR CHOWDHURY**, son of Late Pranab Kumar Choudhury, hereinafter called and referred to as the Owners and their respective heirs, executors,

successors, legal representatives, administrators and/or assigns.

- B. **DEVELOPER**: - shall mean "**M/S. LOKENATH ENTERPRISE**", a Proprietorship firm, being represented by its sole Proprietor **SRI DIPANKAR MITRA**, son of Sri Partha Mitra, hereinafter called and referred as to the Developers and included his successor's administrators, executors, legal representatives and/or assigns.
- C. **SAID PROPERTY**:- shall mean all the documents of entire of homestead land containing by an estimation area of **04 (Four)** Cottahs, **06 (Six)** Chittack & **39 (Thirty Nine)** Square Feet be the same a little more or less, together with proposed G+III storied building standing thereon, lying and situates at Mouza - Baishnabghata, J.L. No. 28, Touzi Nos. 56 and 151, appertaining to Dag No. 175, under Khatian No. 214 and Dag No. 174 of Khatian No. 296/1, under Mother/old Khatian No. 296, within the limits of the Kolkata Municipal Corporation, at and being Premises No. 1/1, Baishnabghata Bye Lane, locally known as 1/1, Baishnabghata Bye Lane, Police Station - Patuli now Netaji Nagar, Kolkata - 700047, within the jurisdiction of District Sub-Registrar at Alipore, in the District 24 - Parganas (South), together with all easementary rights, which is more fully and particularly be mentioned and described in the **FIRST SCHEDULE** hereunder written.

- D. **PROPOSED BUILDING:** - shall mean the G+III storied residential building have been under construction upon the aforesaid property according to the aforesaid sanctioned building plan from Kolkata Municipal Corporation.
- E. **COMMON FACILITIES AND AMENITIES:-** shall mean and include corridors, ultimate roof, stair-ways, underground water reservoir, overhead water tank, water pump and motor and other facilities which may be mutually agreed up-to between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and the same there-under as per the West Bengal Apartment Ownership Act, 1972 and its statutory modifications and/or reenactments thereof in force from time to time and Rules framed there-under or mutually agreed upon by the Owners of Flat/s, described in the **FIFTH SCHEDULE** below.
- F. **SALEABLE SPACE:** - shall mean flats and the space in the proposed building available for independent use and occupation after making due provisions for common facilities and space required therefore.
- G. **LAND OWNERS AND DEVELOPER:** - the Land Owners and Developer shall include the Land Owners and the Developer and also include their respective heirs, transferees/nominees and their respective liabilities that Owner's liability for land, title and

Developer's liability for total construction and all expenses for construction thereon.

- H. **OWNER'S ALLOCATION**: - shall mean the Owners herein will be entitled to get (i) Two Car Parking Space, each measuring an area of 120 Square Feet, on the Ground Floor, (ii) Entire Third Floor (Top) and (iii) 50% of Second Floor, consisting of one self contained residential Flat, being Flat No. C, in the proposed G+III storied building provided by the Developers at their own costs and expenses, together with undivided share in the said land/premises, including the common facilities, areas and amenities as more fully and particularly set out in the **SECOND SCHEDULE** hereunder written.
- I. **DEVELOPER'S ALLOCATION**: - shall mean the Developer will be entitled to get Units/Car Parking Space, Shop Room, Commercial Space together with common parts or portions of the said land and building, on the Ground Floor, (ii) 50% of Second Floor, consisting of one self contained residential Flat, being Flat No. D and (iii) Entire First Floor, in the proposed G+3 storied building (save and except the said Owner's Allocation), including proportionate share in the common facilities and amenities on pro-rata basis and fully and particularly set out in the **THIRD SCHEDULE** hereunder written.

- J. **SPECIFICATIONS AND AMENITIES:** - materials and specifications as its recommended by the Architect for the construction of the building amenities means all fittings as described in the specification and will be provided by the Developers in those flats, which includes Owner's Allocation under reserve portion.
- K. **TIME:** - Shall mean the constructing shall be completed within **24 (Twenty Four)** Months from the very day of getting sanctioned plan from the concerned authority. If any Force Majeure come in front of Developers in that event **06 (Six)** months shall be added for any kind of Force Majeure.
2. **COMMENCEMENT:** This Agreement will have effect from the date, month and year at the outset and shall remain in force until such time all the terms and conditions set forth herein complied are fulfilled by both the parties.

ARTICLE - III:

**TITLE AND INDEMNITIES INCLUDING
CONSTRUCTIONAL OBLIGATION**

- (1) That the Land Owners declares and represents that they have a good and indefeasible absolute right, title to the said property and has a marketable title to enter into this Agreement with the Developer and declare that the original title deeds and relevant documents are handed over to the Developer.

- (2) That the said property is free from all sorts of encumbrances and the Land Owners have a good marketable title in respect of the said property without having any adverse claim, in respect of right, title, interest and possession of any person or persons and legal right, title and interest to enter into this agreement with the Developer and Land Owners hereby undertake to indemnify and keep the Developer indemnified against any Third Party's claim and demands whatsoever with regard to the title and ownership of the Land Owners and the said property is free from all sorts of encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions whatsoever or howsoever and the same is fully occupied and possessed by the Land Owners.
- (3) That the Land Owners shall sign and execute all necessary papers relating thereto for the building to be constructed at the said land of the Land Owners as and when required only after satisfying themselves that execution of such document shall not cause any harm, damage or financial or any other kind of loss and liability to him and violation of law.
- (4) That all expenses and liabilities for construction proposed building in the said premises shall be borne by the Developer and the Land Owners shall not be liable to bear any expenses and constructional liabilities thereto and other proposed

necessary preliminary costs and expenses relating to full or phase wise process of construction.

- (5) That the Developer shall act as an independent Contractor in the matter of construction of the building and also undertake to keep the Land Owners indemnified from and against all Third Party or Parties claim or compensation and action arising out of any act or relating to the construction of the proposed building to be constructed on the said land of the said premises of the Land Owners.
- (6) That the said property more fully and particularly described in the **FIRST SCHEDULE** hereunder written is not attracted under Urban Land Ceiling Act, Under Section 27 (2) of the Urban Land (Ceiling & Regulations Act), 1976.

ARTICLE - IV:
EXPLOITATION RIGHT

1. After execution of this Agreement made in terms hereof the Land Owners grant, exclusive right to the Developer to build upon and to residential or commercially exploit the Developer's Allocation on the said plot of land on the basis of the said sanctioned building plan approved by the Kolkata Municipal Corporation.

2. That Developer in accordance with the terms and conditions of this Agreement with Power of Attorney, have right to construct such flat system building thereon, to negotiate with the intending purchaser or purchasers of flat to fix-up the price of the flat or flats at its own discretion and receive the booking money or advance payment and full consideration of the flat or flats and other covered spaces in respect of the Developer's Allocation. To appear before any registration authority or authorities for registration of the flat or flats and other covered spaces, together with undivided un-demarcated proportionate share of the land nominee or nominees or respective buyer or buyers in respect of the Developer's Allocation (Save and Except the Owner's Allocated Portion).
3. That the Developer shall abide by all the laws, by-laws and regulations of the Government, Kolkata Municipal Corporation and other statutory authorities.
4. That all documents and registration of all documents that may be necessary and to be executed in accordance with the terms and conditions of the agreement, shall be done at the cost of the Developer.
5. The Developer hereby declare that as per sanctioned building plan of the proposed G+III storied building will be completed within 24 (Twenty Four) months further period of 06 (Six) months, if situation demands so and after completion of the

proposed building, the Land Owner's Allocation as aforesaid shall be handed over first prior to handover over possession to anyone else.

ARTICLE - V:

BUILDING

1. That the Developer will complete the construction work of the Building including Owner's Allocation within 24 months. It is hereby noted that the said period may be further extended for only 06 months in case of any natural calamity such as heavy rain, floods, lock down, earthquake, beyond the control of the Developer.
2. That the Developer shall first handover possession of Owner's Allocation, mentioned in the **SECOND SCHEDULE** hereunder written, to the Land Owners and shall also handover written letter of possession in favour of Land Owners and as such Developer also hereby undertake that the Developer will not handover possession to any other person within its Allocations before delivery of the possession to the Land Owners.

ARTICLE - VI:

CONSIDERATION AND SPACE ALLOCATION

1. In consideration of the Land Owners having flats and other covered spaces in the proposed new building, the Land Owners have agreed to grant the exclusive right to the Developer to residential or commercially exploit the Developer's Allocation of the said property by constructing G+III storied building thereon,

as per above mentioned sanctioned building plan approved by the Kolkata Municipal Corporation.

2. That the Land Owners shall be entitled to transfer or dispose of the Owner's Allocation to their nominees without any way disturbing the Developer's Allocation situated thereon with the exclusive right to deal with or to enter into an Agreement for Sale and transfer the same without any right, claim, demand, interest whatsoever or howsoever of the Developer and the Developer or any person or persons lawfully claiming through shall not in any way interfere with or disturb the quiet and peaceful possession of the Owner's Allocation or any person or persons claiming through of the nominee or nominees of the Land Owners.
3. That the Developer shall be exclusively entitled to the Developer's Allocation in the said building without in any way disturbing the common facilities situated thereon with the exclusive right to deal with enter into any Agreement for Sale and transfer the same without any claim, demand, interest whatsoever or howsoever of the Land Owners and the Land Owners or any person or persons claiming through them shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation or any person or

persons claiming through of the nominee or nominees of the Developer.

ARTICLE – VII:
COMMON FACILITIES

As soon as the said Building will be completed, the Developer shall first handover the possession of the Owner's Allocation before handing the possession of the intending purchaser or purchasers of the Developer's Allocation in the said building and on and from the date of putting the Owner's in possession of the Owner's Allocation and at all times thereafter the Land Owners shall be exclusively responsible for payment of all property taxes and other statutory outgoings and impositions whatsoever payable in respect of the Owner's Allocation and equally the Developer shall be exclusively responsible for payment of all the said rates payable in respect of the Developer's Allocation. The said rates to be apportioned, with reference to the constructed area, in the building if that are levied, on the Building as a whole.

ARTICLE – VIII:
COMMON RESTRICTIONS

1. The Land Owners or the Developer or any of their transferees shall not demolish or permit demolition or any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the permission of the management, society / association / holding organization envisaged herein before in this behalf.

2. That the Land Owners or Developer or any of their transferees shall permit the Land Owners/Developer or the Management / Society / Association / Holding Organization and its servants and agents with or without workmen or other at all reasonable time to enter into and upon their respective allocation and every part thereof for the purpose of maintaining or repairing any part of the building and/or cleaning, lighting and keeping in order and good condition any common facilities and/or for the purpose of maintain, repairing and testing, drains, gas and water pipes, electric wires and for any similar purposes.
3. As soon as the building is completed and "Completion Certificate" and water/drainage connections etc. are to be obtained from the Kolkata Municipal Corporation, the Developer shall give written notice to the Land Owners to take possession of the Owner's Allocation in the said building and from the date of service of such notice and at all times thereafter, the Land Owners shall be exclusively responsible for payment of all Taxes and other taxes and other impositions whatsoever payable in respect of his allocation and the Developer shall be exclusively responsible for payment of all the said taxes payable in respect of the Developer's Allocation.
4. If there is any amendment of Building Rules or any other Rules, which are applicable for this project by the Competent Authority according to Law in that case both the Land Owners and Developer herein shall abide by all the amended Rules and

Regulations as per Law and all the expenses should be borne by the Developer.

ARTICLE - IX:

MISCELLANEOUS

1. The Developer will proceed with the constructional work and negotiate with the intending purchaser or purchasers of the flats out of the Developer's Allocation and to enter into any agreement for sale with the said purchaser or purchasers and to receive the consideration money in respect of the said flats and other covered spaces out of the Developer's Allocation and to deliver possession of the said flats and other covered spaces in favour of the said intending purchaser or purchasers subject to the prior delivery of flats and other covered spaces to the Owners in respect of the Owner's Allocation mentioned hereinabove.
2. It is agreed that from the date of execution of this Agreement, the Developer shall pay the discharge all taxes and outgoings including Taxes and all other charges, rates, taxes that may be levied by any public body or authorities in respect of the said property and which would be payable by the Land Owners. The Developer shall indemnify or keep indemnified the Land Owners from the Third Party non-payment.

3. That the Developer shall indemnify and keep indemnified the Land Owners against all losses, damage, costs, charges, expenses that will be incurred by the Developer on account of arising out of any breach of any of those terms or any law, rules or regulations or due to accident or any mishap during construction or due to any claim made by the Third Party in respect of such construction or otherwise howsoever.
4. That all risks, responsibilities, liabilities shall be with the Developer viz. the work of construction, loss of life of labours, mistries and allied nature of things and the Land Owners shall not be liable for such things to anyone including matters relating to direct taxes and dealing with the flat buyers of the Developer's Allocation.
5. That the Flat of the Owner's Allocation shall be completed as per specification attached herewith and mentioned in the Sketch Plan and this Agreement but any additional works subject to the Engineer's Approval save and except full completion which are to be done at the Owner's Allocation the same would be informed to the Developer for additional works.
6. That the Developer shall be at liberty to advertise in the daily Newspaper for sale of the flats to be constructed on the said land to put their Banners on the land to employ Security or Durwan, Caretakers for safety of the project, to invite the application from the intending purchaser or purchasers and to

do all the deeds, acts and things as may be necessary or negotiate with the intending buyers to prepare the necessary Deeds of Sale, after collection of the payment from the buyers as per agreement between himself on the Developer's Allocation only PROVIDED that the terms and conditions of such agreement of sale deed shall not affect any reasonable interest or right of the Land Owners relating to the possession of the Owner's Allocation PROVIDED that all costs and expenses, incidental charges to all acts, deeds and things shall be borne by the Developer or intending buyers.

7. All the costs, charges and expenses including sanction fees to Municipal, Engineer's Fees etc. shall be discharged and paid by the Developer and the Land Owners shall not be responsible in this context.
8. That the Land Owners shall be entitled to transfer or otherwise deal with the Owner's Allocation in the Building at their own discretion.
9. That the Flats of the Owners' shall be completed as per specification attached herewith this Agreement but any additional works save and except full completion which are to be done at the Owner's Allocation, the same would be done at the Owner's Allocation, the same would be informed to the Developer for such additional works.

10. The Developer shall demolish the existing structure at their own costs and expenses and will take all the broken materials (debris). The Land Owners herein shall have no right over the said broken materials.

ARTICLE - X:

FORCE MAJEURE

1. The respective parties herein mentioned shall not be considered to be liable for any obligation hereunder that the performance of the relative obligation was prevented by any force majeure and this contract shall remain suspended during the period of such force majeure, if any.
2. The term force majeure shall mean floods, earth-quake, riots, war, storm, tempest, civil commotion or any other act or commission beyond the control of the parties hereto.

ARTICLE - XI

POWER OF ATTORNEY

We, (1) **SRI AJIT KUMAR CHOWDHUARY**, son of Late Hirendra Kumar Choudhury, (2) **SMT. ARATI CHOUDHURY**, wife of Late Pranab Kumar Choudhury and (3) **SRI SUDIP KUMAR CHOWDHURY**, son of Late Pranab Kumar Choudhury, being the Principals DO HEREBY AND HEREUNDER NOMINATE, APPOINT AND CONSTITUTE "**M/S. LOKENATH ENTERPRISE**", a Proprietorship

firm, being represented by its sole Proprietor **SRI DIPANKAR MITRA**, son of Sri Partha Mitra, to be our true and lawful **ATTORNEY** and on our behalf and in our names to do and execute all or any of the following acts, deeds, things and matter, to represent the Principals, to do, exercise, execute and perform individually every acts, deeds, matters and things as mentioned hereunder for the purpose of building plan and to construct the proposed building as per the Schedule as mentioned hereinafter in terms of the registered "Development Agreement" that is to say:-

1. To sign any application of Affidavits and affirm the same on behalf of the Principals herein which may be necessary for the construction of the said building or buildings' and to carry correspondence on behalf of the Principals herein with all concerned authorities and body/bodies including the Kolkata Municipal Corporation, Office of the B.L. & L.R.O., Government of West Bengal, West Bengal Police, fire Brigade, West Bengal State Electricity Board etc. in accordance. with the said construction and development of the said property under reference to make sign and submit application petition, letters and other writings to the appropriate authorities, local bodies' for all and any sanctions, licenses, permission and consents

required for the proposed construction and development of the said premises.

2. To present and sign Deed of Conveyance, Agreement for Sale on behalf of the Principals herein in respect of the Developer's Allocated Flats and other covered spaces of the said proposed Building/s to be constructed by the same Attorneys and to receive payments, from the intending Purchaser/s and grant receipt to them always subject to the terms, conditions, stipulations and undertakings contained in this Development Agreement save and except the Owner's Allocated portion.
3. To negotiate with the intending Buyer/Purchasers of the Flats and other covered spaces of the Developer's Allocation of the said proposed building, to be constructed by the Attorney on behalf of the Principals at the said premises, save and except the Owner's Allocated portion.
4. To present before the Registrar or any registration office namely Registrar of Assurance, A.D.S.R. at Sonarpur, District Sub-Registrar at Alipore, South 24 - Parganas, or any other Registrars for the purpose of registration of the Agreement/Agreements, Deed of Conveyance in respect of the Developer's Allocation of any spaces or parts or portion to be constructed by the said Developer at the said property on behalf of the Principals.

5. To enter into hold and defend possession of the said land and every part thereof and also to manage, maintain and administer the said land and every part thereof on behalf of the Principals and to protect the right, title and interest of the Principals in the said property and/or the building to be constructed thereon.
6. To develop the said land by construction of G+III storied building and/or structure thereon and for the said purpose to do all soil testing, excavation and execute all other civil construction works whatsoever.
7. To appear before the necessary authority including the Kolkata Municipal Corporation, Fire Brigade, West Bengal Police and/or any other competent Authorities in connection of building plans and other purposes.
8. To apply for and obtain such permission as be necessary for obtaining steel, cement, bricks and other materials for construction of buildings and constructional equipment, to appoint Architects and contractors for the purpose of the Development and construction of the said land.
9. To ward off and prohibit, if necessary, proceed against in due form of law against all or any trespassers on the said land or any part thereof and to take appropriate legal steps whether by actions or otherwise and to abate all nuisance.

10. To accept notice and service of papers for and on behalf of the Principals from any Court / Kolkata Municipal Corporation / Tribunal and/or any other Competent Authority and/or persons.
11. To pay and / or deposit all moneys including Court Fee and to grant valid receipts and discharges in respect thereof in the name of the Principals.
12. To sign and submit papers, applications and documents for having the mutation effected in all public records and with all authorities and / or persons including B.L. & L.R.O. and the said Kolkata Municipal Corporation being appropriate jurisdiction in respect of the said land or any portion thereof and to deal with such authority and authorities in any manner to have mutation effected for and on behalf of the Principals.
13. To pay all outgoings from the date of execution of these presents of the Kolkata Municipal Corporation/Municipal Taxes, rents, revenue and charges whatsoever payable for and on account of the said land and building and receive refund and / or other moneys including compensation of any nature from requisition and/or acquisition authorities only in the name of the Principals and to grant valid receipts and/or discharges thereof.

14. To affix sign board or install any hoarding on the said Schedule Plot of the Land in the name of the Attorney as Developer.
15. To advertise in the newspapers for procuring buyers for selling building on behalf of the Principals.
16. To enter into any Agreements for the proposed Flats and other covered space and to receive advance/earnest money / consideration money / security deposit in respect of the said spaces and the undivided proportionate impartiable share in the land or any portion thereof for selling spaces, conveying the proportionate right, title and interest of the Principal in the land and to handover the copies of the relevant Documents in regard to title of the Principals to such intending Purchaser/s in respect of Developer's Allocation, save and except the Owner's Allocated portion.
17. For all and any of the purposes herein before stated to appear and represent the Principals before all authorities having jurisdiction on the Schedule Premises and to sign execute and submit papers and documents and the said Attorneys can act in terms of the said Developer Power of Attorney.
18. To appear and represent the Principal before any notary, Registrar of Assurance, A.D.S.R. and District Sub-Registrar at Alipore, South 24 - Parganas and other Office/Offices or

Authority / Authorities having jurisdiction on the Schedule property and to present for registration and to acknowledge the registrar or have registered and perfected our said Attorney in any manner concerning the Agreements / Conveyance in the said premises.

19. To sign, submit and prepare building plan and to revise such plan, any other document, water department, Drainage department and other department to pay deposit necessary fees in this regard to the concerned authority and to receive the sanctioned building plan/revive plan/etc. from the concerned authority.

THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT piece and parcel of land measuring an area of **04** Cottahs, **00** Chittack & **00** Square Feet more or less, together with proposed G+III storied building standing thereon, lying and situates at Mouza - Baishnabghata, J.L. No. 28, Touzi Nos. 56 and 151, appertaining to Dag No. 175, under Khatian No. 214 and Dag No. 174 of Khatian No. 296/1, under Mother/old Khatian No. 296, within the limits of the Kolkata Municipal Corporation, at and being Premises No. 1/1, Baishnabghata Bye Lane, locally known as 1/1, Baishnabghata Bye Lane, Police Station - Patuli now Netaji Nagar, Kolkata - 700047, within the jurisdiction of District Sub-Registrar at Alipore, in the

District 24 – Parganas (South), having Assessee No. 211000100059, together with all sorts of easement rights over the adjacent common passage to the said property, being butted and bounded as follows:

ON THE NORTH : Premises No. 4/2, Baishnabghata Bye Lane;
ON THE SOUTH : Premises No. 1, Baishnabghata Bye Lane;
ON THE EAST : 18' Feet Wide K.M.C. Road;
ON THE WEST : Premises No. 4A, Baishnabghata Bye Lane.

THE SECOND SCHEDULE ABOVE REFERRED TO
(OWNER'S ALLOCATION)

ALL THAT the Owners herein will be entitled to get (i) Two Car Parking Space, each measuring an area of 120 Square Feet, on the Ground Floor, (ii) Entire Third Floor (Top) and (iii) 50% of Second Floor, consisting of one self contained residential Flat, being Flat No. C, in the proposed G+III storied building provided by the Developer at their own costs and expenses, together with undivided proportionate share in the land/premises, along with common easement rights, facilities in common areas, on the said property, lying and situates at Mouza - Baishnabghata, J.L. No. 28, Touzi Nos. 56 and 151, appertaining to Dag No. 175, under Khatian No. 214 and Dag No. 174 of Khatian No. 296/1, under Mother/old Khatian No. 296, within the limits of the Kolkata Municipal Corporation, at and being Premises No. 1/1, Baishnabghata Bye Lane, locally known as 1/1, Baishnabghata Bye Lane, Police Station

Patuli now Netaji Nagar, Kolkata - 700047, within the jurisdiction of District Sub-Registrar at Alipore, in the District 24 - Parganas (South).

THE THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

ALL THAT the Developer will be entitled to get Units/Car Parking Space, Shop Room, Commercial Space together with common parts or portions of the said land and building, on the Ground Floor, on the Ground Floor, (ii) 50% of Second Floor, consisting of one self contained residential Flat, being Flat No. D and (iii) Entire First Floor, in the proposed G+III storied building (save and except the said Owner's Allocation), along with common facilities and amenities, together with undivided proportionate share in the said property, lying and situates at Mouza - Baishnabghata, J.L. No. 28, Touzi Nos. 56 and 151, appertaining to Dag No. 175, under Khatian No. 214 and Dag No. 174 of Khatian No. 296/1, under Mother/old Khatian No. 296, within the limits of the Kolkata Municipal Corporation, at and being Premises No. 1/1, Baishnabghata Bye Lane, locally known as 1/1, Baishnabghata Bye Lane, Police Station - Patuli now Netaji Nagar, Kolkata - 700047, within the jurisdiction of District Sub-Registrar at Alipore, in the District 24 - Parganas (South), on pro-rata basis, to be sold to the intending purchaser/s from Developer's Allocation.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(CONSTRUCTION)

ALL THAT the residential G+III Storied Building, having several flats on the different floors and other covered space, together with other constructions such as passage, stair-case, ultimate roof, overhead tank, motor and pump-set, electric wiring, room for motor and pump-set and a other construction for common use and rights of the occupants of the flats and the total expenses as would be determined by the Developer to be incurred/incurred for the purpose of obtaining sanction of the building plan and all other miscellaneous charges.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON SPACES AND COMMON AREAS)

1. Motor pump for water lifting.
2. Meter room.
3. Underground & Overhead Reservoir.
4. Sewerage and drainage connection.
5. Water pipe line and rain water pipe line connection.
6. Electric, wiring, meter, all private drive ways, curves wide walls, interior conduits utilities line underground storage tank, utilities line and electric system, foundations, columns, beams, supports, vacant space around the proposed new building exterior walls beyond the said unit or interior load bearing walls within the building or concrete floor slab, roof and a door with M.S. angle and sheet will be provided at the entrance of the roof.

7. Stair, Staircase, ultimate roof of the building will collapsible gate at the entrance of the staircases.
8. Common passage and lobby at ground floor and other vacant common space/spaces at ground floor.
9. Common walls and boundary wall.
10. Other common portion of the building.
11. One common toilet with tap connection at the ground floor and one tap connected also on the roof.
12. Septic Tank.
13. One common light point on the roof. Necessary provision of electric light point at the common passage as per required.
14. Lift and Lift Room.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

COST EXPENSES, OUTGOINGS AND OBLIGATIONS for which all Co-owners' of the flats including owner are to be contributed proportionately.

1. The Land Owners and other co-owners of the flats will pay the common charges including maintenance, repairing, white washing, monthly remuneration of durwan, sweeper, caretaker after delivery of possession in respect of Owner's Allocation.
2. The Land Owners and other co-owner of the flats will pay the proportionate share of electricity charges over the meter using

as common after delivery of possession in respect of the Owner's Allocation.

3. That the Land Owners and other co-owners of the flats will pay the proportionate share of building tax in respect of their allocation till separation and mutation of flats with their names at the office of the Kolkata Municipal Corporation.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATION OF CONSTRUCTION)

FOUNDATION & STRUCTURE: Foundation for Multi storied building (as per sanction by K.M.C.) with R.C.C. framed structure with M-20 Grade of concrete, Rod is of Shyam Steel and Cement is of Ultratect, Ambuja or alike.

BUILDING: R.C.C. frame structure building.

WALLS: Brick wall with cement mortar.

WINDOW: All Casting and Aluminum sliding window 1.5 mm thick, Aluminum 15 micron 2/3 tracks sliding type window with transparent 4 mm glass with rubber padding, bearing wheel with of Aluminum and locking arrangement of each room.

DOORS: All the door frames shall be of good quality of woods and all Doors are of ply-woods. Main Door of 35 mm thick and other Door of 32 mm thick to be fixed on brick work hold fast/MS Clamps, fixing by SS hinges, hash bolt, handle and main Door Both Side will be Door Skin Past. For each toilet P.V.C. door shutter with P.V.C. frame will be installed.

LOCK:

Main Door will be provided one Godrej Lock

M.S. GRILLS:

Window: Made of Square Bar as per approved design;

Balcony: Brick work and Half Railing;

Stair Railing: As per approved design;

M.S. Gate: Made of suitable M.S. hollow bars as per approved design.

Total Aluminum windows and Grill will be to (2) coats of Black Enamel Paints after single coat primer of Red Oxide.

FLOORING: Floor Marble/Tiles with Skirting will be 4" inch. Height.

KITCHEN: 4' Feet Height (18x12) Wall Tiles reputed brand above kitchen platform, kitchen table slab – Granite with stainless steel sink.

TOILET(S): Number of toilet will be made as per sanctioned plan. All Plumber works, Plumber, Materials and all Sanitary Fittings will be provided by the Developer 7' Feet Height (18x12) Wall Tiles reputed brand.

PLUMBING FITTINGS: CPVC Pipe by Oriplast, Waste pipe of Supreme, Underground outlet of S.W. Pipe, Basins (1) One for Kitchen, One for Dining & others for Toilet. Commode of Hindware or Cera, Angular Stop Cock, Bip Cock, Pillar Cock, Concealed Stop Cock, 2 in 1 Mixture, Commode Shower of Essoco Quality.

EXTERIOR FINISH OF WALL: Weather coat Paints over Plaster.

ELECTRICAL WIRING: Havels or Anchor quality wire and switch, will be provided containing points as follows:-

a. Bedroom: 2 Light Points + 1 Fan Point + 1 No. 5 Amp. Plug Point, One Bedroom AC Point.

b. Drawing cum Dining Room: 3 Light Points + 2 Fan Points + 1 T.V. Point + 1 No. 15 Amp Plug Point.

c. Kitchen: 2 Light Points + 1 Exhaust Point + 1 No. 15 Amp Plug Point + 1 No. 5 Amp Plug Point.

d. Toilet: 1 Light Point + 1 Exhaust Point + 1 No. Geyser Point.

e. W.C.: 1 Light Point + 1 Exhaust Point.

f. Balcony: 1 Light Point + 1 No. 5 Amp Plug Point.

PLUMBING: All internal pipeline with GI Pipe and outside line with PVC Pipe.

WATER SUPPLY: Water to be provided by KMC Water with U.G. Reservoir and PVC over tank, along with electrically operated pump.

PAINTING: Inside of the Flat finish with Plaster of Paris and outside of the building finished with cement paint. Door and window inside primer finish and outside window finished with Synthetic enamel.

BE IT NOTED that by this Development Agreement and the related Development Power of Attorney, the Developer shall only be entitled to receive consideration money for Developer's Allocation by executing Agreement/Final Document for Transfer of Property as per provisions laid down in the said documents as a Developer without getting any ownership of any part of the property under Schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement/Final Document for Transfer of property nor a partnership between the Owner and the Developer in anyway. This clause shall have overriding effect to anything written in these Documents in contrary to this clause.

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

SIGNED, SEALED & DELIVERED

In the presence of

WITNESSES:-

1) *Gyany Sankar Datta*
37/53, Naktula Road
Kot-47.

2) *Ban der Paul.*
43/2 Jheel Road
Sentashpur.
Vil. 75

Apil Kumar Choudhury

Sudip Kr. Choudhury

Arati Choudhury

**SIGNATURE OF THE
LAND OWNERS**

LOKENATH ENTERPRISE

S. Paulkumar Saites
Proprietor

**SIGNATURE OF THE
DEVELOPER**

Drafted by:

Debayan Deb
Adv.
F. 1776/03

PRINT ZONE,

Alipore Police Court,

S. Ashim
Sarfaraz Ahmed.



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

Name

Signature *Sankar Mishra*



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

Name

Signature *Ajit Kumar Choudhary*



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

Name

Signature *Arati choudhary*



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

Name

Signature *Sudip kr. Choudhary*



आधार

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

• ভারত সরকার

Unique Identification Authority of India
Government of India

ডাঙিকাতুরির নম্বর/Enrolment No.: 1528/64443/10201

To
বাসু দেব পাল
Basu Dev Paul
S/O: Late Dhiren Paul
P.S - Garla
43/2, Jhill Road
Santoshpur
Kolkata Santoshpur
West Bengal - 700075
7044322146

Download Date: 01/04/2017
Generation Date: 19/02/2017

Signature Not Verified
Date: 01/04/2017
Unique Identification
Authority of India
Date: 19/02/2017
Mumbai



আপনার আধার সংখ্যা / Your Aadhaar No.:

8035 3737 7879

আমার আধার, আমার পরিচয়



ভারত সরকার
Government of India

বাসু দেব পাল
Basu Dev Paul
জন্মতারিখ/ DOB: 04/12/1967
পুরুষ / MALE



8035 3737 7879

আমার আধার, আমার পরিচয়



AADHAAR

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়
- পরিচয়ের প্রমাণ অনলাইন অথেন্টিকেশন দ্বারা লম্বা করুন
- এটা এক ইলেকট্রনিক প্রক্রিয়াজাত তৈরি পত্র

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- আধার সারা দেশে মান্য।
- আধার প্রতিষ্ঠাতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country
- Aadhaar will be helpful in availing Government and Non-Government services in future



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

ঠিকানা: Address:
এস/ও: লেট ধীরেন পাল, 43/2, জিলা রোড, প.স. গার্লা, সন্তোষপুর, কোলকাতা, পশ্চিম বঙ্গ - 700075
S/O: Late Dhiren Paul, 43/2, Jhill Road, P.S - Garla, Santoshpur, Kolkata, West Bengal - 700075

8035 3737 7879

Major Information of the Deed

Deed No :	I-1603-16239/2024	Date of Registration	23/09/2024
Query No / Year	1603-2002456796/2024	Office where deed is registered	
Query Date	17/09/2024 5:00:15 PM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	BASUDEV PAUL ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9123358303, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 94,99,999/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,070/- (Article:48(g))	Rs. 60/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :









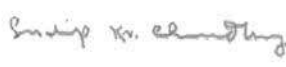
District: South 24-Parganas, P.S:- Patuli, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Baishnab Ghata Bye Lane, , Premises No: 1/1, , Ward No: 100 Pin Code : 700047

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	1/-	79,99,999/-	Width of Approach Road: 18 Ft.,
Grand Total :				6.6Dec	1 /-	79,99,999 /-	

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.	1/-	15,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 2, Area of floor : 500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 3, Area of floor : 500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2000 sq ft	1 /-	15,00,000 /-	



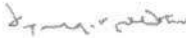


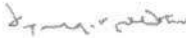


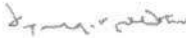
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name AJIT KUMAR CHOWDHURY Son of Late HIRENDRA KUMAR CHOWDHURY Executed by: Self, Date of Execution: 23/09/2024 , Admitted by: Self, Date of Admission: 23/09/2024 ,Place : Office	Photo  23/09/2024	Finger Print  Captured LTI 23/09/2024	Signature  23/09/2024
1/1, BAISHNAB GHATA BYE LANE, City:- , P.O:- NAKTALA, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: IndiaDate of Birth:XX-XX-2XX4 , PAN No.: ABxxxxxx9F,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 23/09/2024 , Admitted by: Self, Date of Admission: 23/09/2024 ,Place : Office				
2	Name ARATI CHOUDHURY Wife of Late PRANAB KUMAR CHOUDHURY Executed by: Self, Date of Execution: 23/09/2024 , Admitted by: Self, Date of Admission: 23/09/2024 ,Place : Office	Photo  23/09/2024	Finger Print  Captured LTI 23/09/2024	Signature  23/09/2024
1/1, BAISHNAB GHATA BYE LANE, City:- , P.O:- NAKTALA, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-2XX4 , PAN No.: ANxxxxxx5D, Aadhaar No: 67xxxxxxxxx2958, Status :Individual, Executed by: Self, Date of Execution: 23/09/2024 , Admitted by: Self, Date of Admission: 23/09/2024 ,Place : Office				
3	Name SUDIP KUMAR CHOWDHURY Son of Late PRANAB KUMAR CHOUDHURY Executed by: Self, Date of Execution: 23/09/2024 , Admitted by: Self, Date of Admission: 23/09/2024 ,Place : Office	Photo  23/09/2024	Finger Print  Captured LTI 23/09/2024	Signature  23/09/2024
1/1, BAISHNAB GHATA BYE LANE, City:- , P.O:- NAKTALA, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-2XX4 , PAN No.: AExxxxxx9D, Aadhaar No: 78xxxxxxxxx3283, Status :Individual, Executed by: Self, Date of Execution: 23/09/2024 , Admitted by: Self, Date of Admission: 23/09/2024 ,Place : Office				




Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	LOKENATH ENTERPRISE 52, ASHOKE ROAD, City:- , P.O:- GARIA, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Date of Incorporation:XX-XX-2XX4 , PAN No.:: APxxxxxx3C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature															
1	<table><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr><tr><td>DIPANKAR MITRA (Presentant) Son of PARTHA MITRA Date of Execution - 23/09/2024, , Admitted by: Self, Date of Admission: 23/09/2024, Place of Admission of Execution: Office</td><td></td><td> Captured</td><td></td></tr><tr><td>Sep 23 2024 12:35PM</td><td>LTI 23/09/2024</td><td colspan="2">23/09/2024</td></tr></table>	Name	Photo	Finger Print	Signature	DIPANKAR MITRA (Presentant) Son of PARTHA MITRA Date of Execution - 23/09/2024, , Admitted by: Self, Date of Admission: 23/09/2024, Place of Admission of Execution: Office		 Captured		Sep 23 2024 12:35PM	LTI 23/09/2024	23/09/2024		<p>1C/1, SONALI PARK, City:- , P.O:- GARIA, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-2XX4 , PAN No.: APxxxxxx3C, Aadhaar No: 93xxxxxxxx1115 Status : Representative, Representative of : LOKENATH ENTERPRISE (as PROPRIETOR)</p>		
Name	Photo	Finger Print	Signature													
DIPANKAR MITRA (Presentant) Son of PARTHA MITRA Date of Execution - 23/09/2024, , Admitted by: Self, Date of Admission: 23/09/2024, Place of Admission of Execution: Office		 Captured														
Sep 23 2024 12:35PM	LTI 23/09/2024	23/09/2024														

Identifier Details :

Name	Photo	Finger Print	Signature
BASUDEB PAUL Son of Late D C PAUL ALIPORE, City:- , P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027		 Captured	
23/09/2024	23/09/2024	23/09/2024	
Identifier Of AJIT KUMAR CHOWDHURY, ARATI CHOUDHURY, SUDIP KUMAR CHOWDHURY, DIPANKAR MITRA			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	AJIT KUMAR CHOWDHURY	LOKENATH ENTERPRISE-2.2 Dec
2	ARATI CHOUDHURY	LOKENATH ENTERPRISE-2.2 Dec
3	SUDIP KUMAR CHOWDHURY	LOKENATH ENTERPRISE-2.2 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	AJIT KUMAR CHOWDHURY	LOKENATH ENTERPRISE-666.66666700 Sq Ft
2	ARATI CHOUDHURY	LOKENATH ENTERPRISE-666.66666700 Sq Ft
3	SUDIP KUMAR CHOWDHURY	LOKENATH ENTERPRISE-666.66666700 Sq Ft

Endorsement For Deed Number : I - 160316239 / 2024

On 23-09-2024

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 11:13 hrs on 23-09-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by DIPANKAR MITRA .

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 94,99,999/-

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

Execution is admitted on 23/09/2024 by 1. AJIT KUMAR CHOWDHURY, Son of Late HIRENDRA KUMAR CHOWDHURY, 1/1, BAISHNAB GHATA BYE LANE, P.O: NAKTALA, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Retired Person, 2. ARATI CHOUDHURY, Wife of Late PRANAB KUMAR CHOUDHURY, 1/1, BAISHNAB GHATA BYE LANE, P.O: NAKTALA, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession House wife, 3. SUDIP KUMAR CHOWDHURY, Son of Late PRANAB KUMAR CHOUDHURY, 1/1, BAISHNAB GHATA BYE LANE, P.O: NAKTALA, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Service Indetified by BASUDEB PAUL, , Son of Late D C PAUL, ALIPORE, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

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

Execution is admitted on 23-09-2024 by DIPANKAR MITRA, PROPRIETOR, LOKENATH ENTERPRISE (Sole Proprietorship), 52, ASHOKE ROAD, City:- , P.O:- GARIA, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Indetified by BASUDEB PAUL, , Son of Late D C PAUL, ALIPORE, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 60.00/- (E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/09/2024 7:06PM with Govt. Ref. No: 192024250217086678 on 20-09-2024, Amount Rs: 28/-, Bank: SBI EPay (SBIPay), Ref. No. 9142999361525 on 20-09-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,070/- and Stamp Duty paid by Stamp Rs 500.00/-, by online = Rs 9,570/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 24050, Amount: Rs.500.00/-, Date of Purchase: 20/09/2024, Vendor name: S DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/09/2024 7:06PM with Govt. Ref. No: 192024250217086678 on 20-09-2024, Amount Rs: 9,570/-, Bank: SBI EPay (SBIPay), Ref. No. 9142999361525 on 20-09-2024, Head of Account 0030-02-103-001-02



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2024, Page from 422660 to 422716
being No 160316239 for the year 2024.



Dhar

Digitally signed by Debasish Dhar
Date: 2024.09.23 14:23:36 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 23/09/2024
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.