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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AC 948780

Mv: R 1,25,57,573/-

C. Case No. 150

08/09/2021

Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document.

J (I) Rs. 250/-
 (II) Rs. 300/-
 Total Rs. 550/-

D. R-1 Aliport South 24 Pgr

District Sub-Registrar, Aliport South 24 Pargana

08/09/2021

29 SEP 2021

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this 8th day of September, in the year of Two Thousand Twenty ^{one} (2021)

BETWEEN

SREE RAM CONSTRUCTION

[Signature]
 Proprietor

[Signature]

SMT. NIBHA DEB, PAN NO.AFTPD6653A, AADHAAR NO.808823116376, wife of Late Subimal Deb and daughter of Late Abani Kanta Chakraborty, by faith Hindu, by occupation - Retired Govt. Officer, by Nationality Indian, residing at 11, Baishnabghata Road, P.O. Naktala, P.S. Jadavpur then Patuli now Netajinagar, Kolkata - 700 047, hereinafter called and referred to as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include her heir/heirs, successor/successors, executor/executors, administrator/ administrators, legal representative/representatives nominee/nominees and/or person/persons, deriving title under them) of the **FIRST PART.**

AND

M/S SREERAM CONSTRUCTION, PAN NO.ADSPD1437F, a proprietorship concern having its office at 1/78 Naktala, Kolkata-700047 now corresponding to 1/83, Naktala, P.O. Naktala, P.S. Jadavpur now Netaji Nagar, Kolkata-700047, represented by its sole proprietor **SRI. RAJIB DEY**, PAN NO.ADSPD1437F, AADHAAR No.222484703553, Son of Sri Subhas Chandra Dey, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at 40, South Roynagar, Bansdroni, P.O. Bansdroni, P.S. Regent Park now Bansdroni, Kolkata-700070, District South 24-Parganas, hereinafter referred to as the **DEVELOPER** (which terms of expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include the proprietor or proprietors, administrators and assigns) of the **SECOND PART.**

WHEREAS by a Deed of Conveyance dated 31st day of August, 1959, which was registered in the office of the Sub-Registrar at Alipore South 24 Parganas and recorded in Book No. I, Volume No. 130, Pages No. 114 to 125, Being No. 7844, for the year 1959 one Sri Abani Kanta Chakraborty, now deceased, son of Late Surya Kanta Chakraborty and Smt. Nibha Deb wife of Subimal Deb and Ranjit Kumar Chakraborty, son of Nalini Kanta Chakraborty jointly purchased the land measuring more or less 9.56 Cottahs situated in the District of 24 Parganas, P.S.Tollygunge now

SREE RAM CONSTRUCTION

Rajib Dey
Proprietor

Rajib Dey

Jadavpur, Sub-registry office at Alipore, Pargana Khaspur, in Mouza-Baishnabghata, according to Cadastral Survey & Settlement, J.L.NO.28, R.S.NO.11, 38, 244, respectively Collectorate Touzi No.56, 151 respectively and C. S. Plot No.94 of Khatian No.296 within the limits of the then Calcutta Municipal Corporation being Municipal Premises NO. 11, Baishnabghata Road, P.S. then Tollygunge, then Calcutta - 700 047, from one Sri. Karunamoy Chatterjee.

AND WHEREAS thereafter by a registered Deed of Partition dated 28th day of September, 1963, which was registered at the office of Sub-Registrar, Alipore at Alipore, District 24 Parganas and recorded in Book No. 1, Volume No. 161, Pages No. 134 to 140, Being No. 7969, for the year 1963, the said joint owners namely Abani Kanta Chakraborty, Nibha Deb and Ranjit Kumar Chakraborty partitioned their respective share upon the total land measuring 9.56 Cottahs be the same and / or a little more or less being the Municipal Premises No. 11, Baishnabghata Road, P.S. Jadavpur, Calcutta - 700 047 each having 1/3rd share i.e. land measuring more or less 02 Cottahs 13 Chittacks 26 Sq. Ft respectively.

AND WHEREAS by virtue of the said Deed of Partition executed on 28th day of September, 1963 the said Abani Kanta Chakraborty became the absolute owner in respect of the land measuring more or less 02 Cottahs 13 Chittacks 26 Sq. Ft. comprised in C.S.Plot No.94, C.S. Khatian No.296, J.L.NO.28, Pargana- Khaspur, R.S.NO.11, 38 & 244 respectively, Touzi NO.56 & 151 respectively, in Mouza- Baishnabghata, within the limit of the Calcutta Municipal Corporation without any let or hindrance and mutated his name as owner in respect of the Premises No.11/A, Baishnabghata Road, P.S. Jadavpur, Kolkata - 700047 and constructed a temporary tile shed roof structure thereon for the care taker measuring about 145 Sq. Ft..

AND WHEREAS the said Abani Kanta Chakraborty while in possession and occupation over the said land died intestate on 13.05.1984 leaving behind his three daughters namely Smt. Nibha Deb (nee Chakraborty), Smt. Reba Mukherjee (nee Chakraborty), Miss Kalyani Chakraborty as his legal

SREE RAM CONSTRUCTION

heiresses and Successors in respect of the land measuring more or less 02 Cottahs 13 Chittacks 26 Sq. Ft..

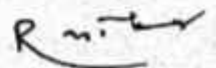
AND WHEREAS by becoming the owners in respect of land measuring more or less 02 Cottahs 13 Chittacks 26 Sq. Ft. being the Premises No.11A, Baishnabghata Road, P.S. Jadavpur, Kolkata - 700047, the said Smt. Nibha Deb, Smt. Reba Mukherjee executed a Deed of Gift in respect of their undivided 1/3rd share i.e. total 2/3rd shares of the land measuring more or less 02 Cottahs 13 Chittacks 26 Sq. Ft. in favour of their elder unmarried sister Miss Kalyani Chakraborty dated 07/02/2002, registered at the office of the A.D.S.R., at Alipore, District 24 Parganas(South) and recorded in Book No. I, Volume No. 55, Pages No. 333 to 338, Being No. 1616, for the year 2002.

AND WHEREAS by virtue of the said Deed of Gift dated 07.02.2002 the said Miss Kalyani Chakraborty became the absolute owner in respect of land measuring more or less 02 Cottahs 13 Chittacks 26 Sq. Ft. being the Premises No.11A, Baishnabghata Road, P.S. Jadavpur, Kolkata - 700047 and recorded her name in the record of the then Calcutta Municipal Corporation and has been paying necessary taxes thereof holding the Assessee No.211000301405.

AND WHEREAS by virtue of a registered Deed of Gift dated 30/07/2004 which was registered at the office of the District Sub-Registrar, at Alipore, District South 24 Parganas and recorded in Book No. I, Volume No. 95, Pages No. 48 to 63, Being No. 01561, for the year 2004, the said Miss Kalyani Chakraborty executed a Deed of Gift in respect of the land measuring about 02 Cottahs 13 Chittacks 26 Sq. Ft. be the same or a little more or less together with temporary tile shed roofed structure measuring about 145 Sq. Ft. be the same or a little more or less lying and situated being the Premises No.11A, Baishnabghata Road, P.S. Jadavpur, Kolkata - 700047 comprised in C. S. Plot No.94, C.S. Khatian No.296, J.L.NO.28, Pargana- Khaspur, R.S.NO.11, 38 & 244 respectively, Touzi NO.56 & 151 respectively, in Mouza- Baishnabghata, within the limit of the Kolkata

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Proprietor



Municipal Corporation under Ward No.100, in favour of her sister namely Smt. Nibha Deb.

AND WHEREAS by virtue of the said Partition Deed Dated, 28/09/1963 and the said Deed of Gift dated 30/07/2004 the said Smt. Nibha Deb became the absolute owner in respect of land measuring about 02 Cottahs 13 Chittacks 26 Sq. Ft. be the same or a little more or less being the Premises No.11, Baishnabghata Road, P.S. Jadavpur, Kolkata - 700047 and in respect of land measuring about 02 Cottahs 13 Chittacks 26 Sq. Ft. be the same or a little more or less being the Premises No.11A, Baishnabghata Road, P.S. Jadavpur, Kolkata - 700047 respectively i.e. total land measuring about 5 Cottahs 11 Chittacks 7 Sq. Ft. be the same or a little more or less together with temporary tile shed roofed structure measuring about 145 Sq. Ft. be the same or a little more or less and thereafter recorded her name in the record of the Kolkata Municipal Corporation and has been paying necessary taxes thereof and the said landed property is now known and numbered as the Premises No.11, Baishnabghata Road, Kolkata-700047, Vide Assessee No.211000300267, lying and situated within the ward No.100 of the Kolkata Municipal Corporation, within P.S. Patuli now Netajinagar, in the District of South 24 Parganas without any interruption or hindrances from others and paying all necessary taxes which is morefully described in the Schedule "A" below as "**the said property**".

AND WHEREAS the Second Party/ developer after proper inspection of the said land & the building thereon being interested to develop by demolishing & erecting new building/buildings thereon has approached to the First Party/the Land Owner herein and the first party considering the proposal of joint venture programmed financially viable have agreed to do the same for their mutual benefits.

AND WHEREAS the First Party/ Land Owner and the Second Party/ Developer have agreed to materialize the said proposal for promotion and development by constructing one Straight-III storied building upon the said property and discussed the matter at length, and to avoid disputes and

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differences in future, they have agreed to record the terms and conditions hereinafter mentioned:-

NOW THIS AGREEMENT WITNESSES :

ARTICLE - I :

1. **DEFINITIONS** - for proper clarification and understanding of these presents the following terms which have already been used for several times and will come number of times shall always mean and include.
2. **SAID PROPERTY** shall always mean all that piece and parcel of land, 5 Cottahs 11 Chittacks 7 Sq. Ft. be the same or a little more or less together with chittabera tile shed roofed structure measuring about 145 Sq. Ft. be the same or a little more or less comprised in C. S. Plot No.94, C.S. Khatian No.296, J.L.NO.28, Pargana- Khaspur, R.S.NO.11, 38 & 244 respectively, Touzi NO.56 & 151 respectively, in Mouza- Baishnabghata, being the Premises No.11, Baishnabghata Road, Kolkata-700047, Vide Assessee No.211000300267, lying and situated within the ward No.100 of the Kolkata Municipal Corporation, within P.S. Patuli now Netajinagar, in the District of South 24 Parganas morefully and particularly described in the Schedule - "A" herein below.
3. **PROPOSED BUILDING MEANS** : the proposed one Straight-III storied building to be constructed upon the said property.
4. **FLAT/ APARTMENT MEANS** : The unit of a self contained accommodation of the said building for residential purpose having one or more rooms along with kitchen, exclusive user of bath and privy as per sanctioned plan with all modern amenities and facilities to use and enjoy the same exclusively and without any interruption from others, along with free access and right to ingress and egress to and from the main entrance and Public Road.
5. **CAR PARKING SPACE MEANS** : the covered space on the ground floor of the building as shown in the sanctioned plan for parking or keeping motor car, scooter or all types of private vehicles defined under motor vehicles act.

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6. **PLAN OR MAP SHALL MEAN** : the building plan duly sanctioned by the Kolkata Municipal Corporation in respect of the proposed building and shall include all such modification or alterations, as may be made by the Developer from time to time as and when required.
7. **OWNER MEAN** : **SMT.NIBHA DEB**, more fully described in the 2nd page of this Agreement as the First Party.
8. **DEVELOPER MEANS**: **M/S SREERAM CONSTRUCTION**, more fully described in the 2nd page of this Agreement as the Second Party.
9. **ARCHITECT** : shall mean any qualified person or persons or firm or firms or L. B. S. appointed or nominated by the Developer as the Architect of the building/buildings to be constructed upon the said property.
10. **SPECIFICATIONS AND AMENITIES**: materials and specifications as recommended by the Architect for the construction of the building. Amenities means - All fittings as described in the Schedule - "D" herein below and will be provided by the Developer in those flats under Reserve portion.
11. **COMMON / SERVICE AREA SHALL MEAN** :
 - i) Staircase & Lift on all floors.
 - ii) Staircase and lift landings on all floors.
 - iii) Common passage.
 - iv) Water pumps, water tanks, reservoirs, water pipes, septic tank, all rain water pipes and all other common plumbing installations and sanitary installations.
 - v) Common electrical wiring, fittings and fixtures.
 - vi) Drainage and sewers.
 - vii) Boundary walls and main gates.
 - viii) Such other common parts, areas, equipments, fittings, installations, fixtures and spaces in or about the said building as necessary for passage to or user and occupancy of the said units in common and as may be specified and / or terrace and areas including side spaces and back spaces to be left open according to sanctioned plan.
 - ix) Roof on the top floor.
 - x) Service Room / watchman's Room and toilet.
12. **OWNER'S ALLOCATION** : on completion of the said Building in all respects the developer shall handover 1) Flat No.B-3, 1st Floor,

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North-East side and 2) Flat No.C-3, 2nd Floor, North-East side along with Two Car Parking space on the ground floor of the proposed Straight-III storied building including undivided proportionate share of land of the premises and the developer shall pay a non-refundable Sum of Rs.40,00,000/- (Rupees Forty Lakhs) only to the owner on or before registration of this agreement as described in the Schedule 'A' below written together with common rights of the common portion and areas of the building and common amenities facilities, rights and benefits of the said proposed building at Premises No. 11, Baishnabghata Road, Kolkata-700047, Vide Assessee No.211000300267, lying and situated within the ward No.100 of the Kolkata Municipal Corporation, within P.S. Patuli now Netajinagar, in the District of South 24 Parganas including all the common area as per schedule with right of easement and the undivided proportionate share in the land morefully described in the schedule 'B' herein below. If any extra F.A.R. is sanctioned in future it will be shared between owner and developer as 50%-50% ratio.✓

13. **TAX LIABILITIES:** the owner shall not be liable to pay or bear the tax liability in respect of selling the flats and car parking spaces under developer allocation and also entire K.M.C property tax will be paid by the Developer with effect from the date of handing over the possession of the property to the Developer after agreement till delivery of owners' allocation.
14. **INSPECTION OF THE CONSTRUCTION:** the owner shall have the right and liberty to inspect the construction work of the project building. If any inferior quality of the building materials is detected by the owners, the same shall be replaced by the standard good quality by the developer.
15. **RESERVED PORTION SHALL MEAN :** owner's allocation.
16. **DEVELOPER'S ALLOCATION :** The Developer is entitled to get 1) Flat No.A-1, Ground Floor, South-East side and 2) Flat No.A-2, Ground Floor, South-West side, 3) Flat No.B-1, 1st Floor, South-East side and 4) Flat No.B-2, 1st Floor, South-West side, 5) Flat No.C-1, 2nd

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Floor, South-East side and 6) Flat No.C-2, 2nd Floor, South-West side along with Two Car Parking spaces on the Ground Floor of the proposed Straight-III storied building including undivided proportionate share of land of the premises as described in the Schedule 'A' below written together with common rights of the common portion and areas of the building and common amenities facilities, rights and benefits of the said proposed building at Premises No. 11, Baishnabghata Road, Kolkata-700047, Vide Assessee No.211000300267, lying and situated within the ward No.100 of the Kolkata Municipal Corporation, within P.S. Patuli now Netajinagar, in the District of South 24 Parganas including all the common area as per schedule with right of easement and the undivided proportionate share in the land more fully describe in the schedule 'C' herein below.

- a. **INTENDING BUYERS SHALL MEAN** : all the persons firm., organizations who is interested to purchase any flat/ flats, car parking space, with other Common spaces of the said building particularly from the Developer's allocation.
- b. **UNAVOIDABLE CIRCUMSTANCES SHALL MEAN** : Natural calamities, earthquake, civil disorder, political unrest by which the construction work of the proposed building can be disturbed, stopped or suspended for a considerable time.
- c. **AREA OF A FLAT MEANS** : the built up area of a flat and also proportionate share of land and common rights as per measurement of approved plan.

ARTICLE-II

DEVELOPER'S OBLIGATIONS :

That it is agreed by and between the parties herein that the Developer shall be entitled to construct a building upon the said property by its own fund and resources or by any other funds procured by taking advance from the intending buyers, who is willing to purchase any flat or car parking space/ spaces in the said building, provided the Developer fulfill the following obligations towards the land owners.

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- a) That the Developer will construct the proposed building upon the said property strictly as per the building plan duly sanctioned by the Kolkata Municipal Corporation. The name of the building will be "ShantiSadhana".
- b) That the Developer shall have to maintain the proper sizes/specification as per building sanctioned plan and also as per advice of the Architect in respect of the owners allocation given in Schedule - "B" below.
- c) That the Developer shall have to appoint a professional civil Engineer or, L.B.S. or firm as Architect to Supervise the construction of the building/ buildings at its own costs and expenses.
- d) That the entire cost and expenses for the construction of the building including the cost of Sanctioning the building plan from the K.M.C will be borne by the Developer and the Developer shall have no claim or demand in any part of the said expenses from the land owners.
- e) That the delivery of said Two Flats along with Two Car Parking Spaces of the proposed Straight-III storied building including undivided proportionate share of land of the proposed Straight-III storied building in favour of the land owner will be made by the developer within the next 18 months from the date of the sanction of the building Plan of the said property provided the construction work is not affected or hampered by any unavoidable circumstances.
- f) That the Developer shall have no right or shall not be entitled to sell, transfer, and/or encumber in any manner the said reserved portion of the land owner more fully described in the Schedule - "B" herein below along with the common areas/amenities.
- g) That the Developer shall act as an independent contractor in constructing the building and undertake to keep the land owner indemnified from time to time against all 3rd party claims including any Government, Quasi Govt., Local authorities, Municipalities, Electric supply, Telephone etc. and actions arising out of any act or commission or accident such as loss of life/lives of labourers, mistress and allied

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natures or things in or relating to the construction of the building/
Development of the property.

h) That the Developer shall be responsible to fulfill all the above mentioned obligations towards the land owner, failing which the Land Owner shall have every option to claim damages and/or cancel, rescind, the present agreement. That the Developer agrees to the following which the owner has also agreed.

i) At any rate or cost the construction of the building has to be completed within 18 months from the date of sanction of the building plan and owner's allocation will be handed over first after obtaining the completion certificate from the Kolkata Municipal Corporation.

j) That the Developer shall install the common meter as needed for the construction work and to fulfill common purposes of premises. The meter installation charges and security deposit of the common meter will be borne by the purchaser and Developer.

k) That the owner shall not be liable or responsible with regard to the nature of construction of the proposed building and also for any financial transaction with the Third Parties.

l) That the developer shall provide temporary 3BHK accommodation within the locality to the owner till the building is completed and the owner gets possession of her allocated flats. The developer shall provide such accommodation at his cost and expenses and make arrangement for shifting the owner from her existing residence and back and bear all expenses for shifting.

m) That if the developer fails to deliver the possession of the owners' allocation within the stipulated period of 18 months from the date of the sanction of the building plan subject to the unavoidable adverse circumstances then the developer shall continue to pay Rs.10,000/- per month as damage charges to the owner till actual delivery of possession of the owner's allocation.



ARTICLE - III**RIGHTS AND PRIVILEGES OF THE DEVELOPER :**

- a. That save and except those portion as reserved for the owner, the Developer shall be entitled to sell and/or transfer i.e., 1) Flat No.A-1, Ground Floor, South-East side and 2) Flat No.A-2, Ground Floor, South-West side, 3) Flat No.B-1, 1st Floor, South-East side and 4) Flat No.B-2, 1st Floor, South-West side, 5) Flat No.C-1, 2nd Floor, South-East side and 6) Flat No.C-2, 2nd Floor, South-West side along with Two Car Parking spaces on the Ground Floor of the proposed Straight-III storied building together with proportionate share and right to use of common areas of the said building to any intending buyer/ buyers in such a price and in such terms and conditions as determined by the Developer.
- b. That the Developer shall be entitled to receive the entire consideration money from the intending buyers against issuing proper receipt thereof.
- c. That the Land Owner shall have no right and/or liberty to interfere in those transactions made between the Developer and the intending buyer/buyers in any manner whatsoever and further the landowner shall not be entitled to claim the profit of the said Venture or part thereof.
- d. That the Developer Shall have every right to disclaim and/or relinquish any claim from the intending buyer and/or shall be entitled to settle any matter with any intending buyer in respect of payment on consideration or in any issue, in any term as the Developer may think fit and proper without affecting the right and interest of the land owner. The land owner will not be liable or held responsible for any kind of payment/money received by the Developer from the intending purchaser/purchasers or any party related to the aforesaid project.
- e. That the Developer shall be entitled to execute all or any sort of Agreement with any intending flats, & Car Parking Space except the owner's allocation, buyer/buyers and shall be entitled to execute all or any type of Deed of Transfer in favour of the intending buyer in respect of the flats & Car Parking Space or spaces of the building only relating to Developer's allocation after handing over the possession of the reserved portion to the Owner and further shall be entitled to be present before

the Registration Office or Offices for the registration of all those Deeds and Documents of transfer in favour of all intending buyers on behalf of Developer and also on behalf of Land Owner and for that purpose the land owner will execute a Registered Power of Attorney in favour of the Developer to do all such acts and deeds required for the proposed construction and registration of the Deed of Transfer against the undemarcated impartible proportionate share of the land under Schedule - "A" property in favour of the flat buyers.

- f. That during the period of construction of the proposed building the Developer shall be in absolute possession of the said property and the Land Owner shall not be entitled to disturb the possession of the developer in any manner whatsoever.
- g. If any error or omission is transpired in this joint development agreement in future, the Owner and Developer will execute supplementary Deed or Deed of Rectification / Declaration in favour of the Developer and the cost will be borne by the developer in this purpose.

ARTICLE-IV

LAND OWNER'S OBLIGATIONS AND PRIVILEGES :

- a) That the land owner do hereby declare that she has absolute right, title and interest upon the said landed property and do hereby further declare that the said property more fully described in the Schedule - "A" below are free from all encumbrances, disputes, litigations and in the mean time they have not received any notice and notices to the effect that the said land are affected by any Scheme of the Government of West Bengal or of the Calcutta Improvement Trust or of Kolkata Metropolitan Development Authority or of Kolkata Municipal Corporation and/or any other statutory body at the time of signing of this Agreement. So, being satisfied about the marketable title of the said property and the same are free from all encumbrances of the properties, the Developer herein has entered into this Agreement.
- b) That the land owner shall hand over the original deeds and documents regarding the title of the land deeds, other papers and

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documents against proper receipts from the Developer at the time of execution and registration of joint venture agreement whenever necessary for construction, Plan and sell of Developers allocation. The Developer shall return all the original deeds, documents and paper to the land owner upon the entire Developers allocation is sold out.

- c) That the land owner shall not be entitled in any way to interfere with the management of the construction of the proposed building and in the matter of transfer of the flats & Car Parking space of the building of developer's allocation to the intending buyer but shall have absolute right & authorities to inspect the Main structural part of the building as well as the construction of Owner's portion from time to time and also get it checked by any Engineer or specialized person and any defect or deviation if found will be solved by the Second Party/ Developer.
- d) That for smooth functioning of the Development work and for the purpose of construction of the proposed building, the Land Owner will execute a Registered power of Attorney at the cost of the developer in favour of the Developer empowering its administrator in office to do all acts and deeds, required for the construction of the proposed building and to sell, transfer any flats, & Car Parking space or spaces of the building to any intending buyers, only relating to developers allocation and further to execute and register the Deed of Transfer only in respect of the proportionate share of land in favour of the flats, & Car Parking space or spaces buyers.
- e) That in the event, if a co-operative society and/or Association be formed, the Land Owner shall become the member of the said Association as the case may be and shall be liable to pay and bear proportionate maintenance charges, as well as service charges and Municipal taxes in respect of her allocation and for maintenance of the common areas, facilities etc.
- f) The Land Owner shall have the right to sell, transfer the said reserved portion or flats, & Car Parking space or spaces more fully described in

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the Schedule - "B" herein below to any Third Party at their own discretion.

ARTICLE-V

CANCELLATION AND ARBITRATION :

- a. All communication in the form of letter, notice, correspondence from / to either of the parties will be made to the address written in the 2nd page of this present and will be communicated by postal services or personal peon services and letter, notice served upon either of the parties by other and after vacating the house at the changed house address.
- b. The court within District 24-Parganas (South) shall have the jurisdiction to entertain and try all actions, suit and proceedings arising out of this Agreement.
- c. Both the parties do hereby undertake to co-operate with each other in all respect to materialize the said development project within the stipulated time of 18 months from the date of sanction of the building plan which time period may be extended to maximum 6 months more.

SCHEDULE - "A"

(Description of the entire land)

ALL THAT a piece of parcel of Land measuring 5 Cottahs 11 Chittacks 7 Sq. Ft. be the same or a little more or less together with temporary tile shed roofed structure measuring about 145 Sq. Ft. be the same or a little more or less comprised in C. S. Plot No.94, C.S. Khatian No.296, J.L.NO.28, Pargana- Khaspur, R.S.NO.11, 38 & 244 respectively, Touzi NO.56 & 151 respectively, in Mouza- Baishnabghata, being the Premises No.11, Baishnabghata Road, Kolkata-700047, Vide Assessee No.211000300267, lying and situated within the ward No.100 of the Kolkata Municipal Corporation, within P.S. Patuli now Netajinagar, in the District of South 24 Parganas Being butted and bounded by :-

- On the East : By 15.2 Feet wide Common Passage.
 On the West : By G+III Three Storied building complex.
 On the North : By Two Storied building Premises No.12/3.
 On the South : By Single Storied building Premises No.11B.

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SCHEDULE - "B"**(Reserved Portion)**

Details of owner's allocation : on completion of the said Building in all respects the developer shall handover 1) Flat No.B-3, 1st Floor, North-East side and 2) Flat No.C-3, 2nd Floor, North-East side along with Two Car Parking spaces on the ground floor of the proposed Straight-III storied building including undivided proportionate share of land of the premises and the developer shall pay a non-refundable Sum of Rs.40,00,000/- (Rupees Forty Lakhs) only to the owner on or before registration of this agreement together with common rights of the common portion and areas of the building and common amenities facilities, rights and benefits of the said proposed building at Premises No. 11, Baishnabghata Road, Kolkata-700047, Vide Assessee No.211000300267, lying and situated within the ward No.100 of the Kolkata Municipal Corporation, within P.S. Patuli now Netajinagar, in the District of South 24 Parganas including all the common area as per schedule with right of easement and the undivided proportionate share in the land.

SCHEDULE - "C"**(Developer's allocation)**

Details of Developer's allocation : on completion of the said Building in all respects the Developer is entitled to get 1) Flat No.A-1, Ground Floor, South-East side and 2) Flat No.A-2, Ground Floor, South-West side, 3) Flat No.B-1, 1st Floor, South-East side and 4) Flat No.B-2, 1st Floor, South-West side, 5) Flat No.C-1, 2nd Floor, South-East side and 6) Flat No.C-2, 2nd Floor, South-West side along with Two Car Parking spaces on the Ground Floor of the proposed Straight-III storied building including undivided proportionate share of land of the premises as described in the Schedule 'A' below written together with common rights of the common portion and areas of the building and common amenities facilities, rights and benefits of the said proposed building at Premises No. 11, Baishnabghata Road, Kolkata-700047, Vide Assessee No.211000300267, lying and situated within the ward No.100 of the Kolkata Municipal Corporation, within P.S. Patuli now Netajinagar, in the District of South 24 Parganas including all the common

area as per schedule with right of easement and the undivided proportionate share in the land.

SCHEDULE - "D"

(Specification of Construction and Amenities)

STRUCTURE	R.C.C. Structure with beams, columns and slabs. Cement make of Ambuja/Ultratech, Lafarge. Rod make of Durgapur steel.
WALLS	Internal of 3" thickness of No. 1 new bricks and walls should be netted. External Walls of 8" thickness of No. 1 new bricks with plaster of finish.
TREATMENT	Anti -Termite treatment to be provide at Foundation & Plinth level. Roof Treatment should be done before handover of the all Flats.
FLOORING WITH SKIRTING	Bed Rooms, Hall / Drawing & Dinning and Veranda: Marble - Good quality (Big Slab).
	Kitchen: Marble/Anti skid tiles. Kit floor with door sill, Washing place down from kit floor (Big Slab).
	Toilet & WC: Marble/Anti skid Tiles (Big Slab).
	Staircase & Landing: Marble (Big Slab). Stairs steel-railing with wooden handrail.
DOORS	All Door frames will be made of Sal wood 4" X 2½". Inner surface of the frame should be painted.
	Entrance main door will be made of Teak Wood Panel type with Godrej Lock, Door Stopper, Sand Block & all fittings. Polish should be done. Collapsible gate should be fix in front of all main doors.
	Others Doors - Flush Doors ISI make hot press phenol bond flush door, 32 mm in thickness (Make: ISI) with Godrej lock, Door Stopper & all fittings.
	Toilet & W.C. Doors should be Flush Door with PVC Sheet.

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DOOR FITTINGS	Steel type. Chromium Plated Door Ring, Tower bolt (10") & Door Hinge.
WINDOWS & GRILL	Inner surface of the frame should be painted. Aluminium sliding windows.
	All metal surfaces (grill/panel) covered with 2 coat primer and 2 coats Colour good quality make.
ELECTRICALS / CABLE / TELEPHONE	Concealed copper wiring will be done by fire proof wire with proper specifications (Make: Havels) and Switches of Tray / Anchor. Main switches should be Havels Make.
	Each apartment will be provided with Safety equipment i.e. M.C.B. (Make: Havels) must be provide for all points.
	Entrance Calling Bell for each apartment (From Ground & Main Entrance).
	Adequate Lighting at Staircase, Parking space, Terrace and Boundary wall. Electrical arrangement to be provided in the Pump Room.
	Maximum safety measures and checks will be provided. Materials used, including switches will conform to ISI standards.
SANITARY AND CONCEALED PLUMBING	Kitchen : Black Granite top Cooking platform over Black Stone with Stainless steel sink(20" x 16") having with Chromium-plated Bib Cock (1 no.). Below platform 2 tire shelves by Black Stone should be provide including Two gas cylinder space. One whole should be provided for Cooking Gas pipe line. (Bib Cock Make - Parryware/Jaquar)
	Glazed / Ceramic tiles up to 6' 6" height from floor. (Tiles Make - Kazaria or Equivalent)
	1 no C.P. Bib Cock below sink provided for washing utensils. (Bib Cock Make - Parryware/Jaquor)

	Total Kitchen Water Point : 2 Nos (Which is above mentioned)
	Toilet: Glazed ceramic tiles up-to door, height (6 feet) on wall. (Tiles Make - Kazaria or Equivalent)
	Concealed hot (GI pipe line Make - TATA Medium) and cold pipe line (PVC/Tata Medium) separate lines.
	Complete set Commode (Make - Parryware/Jaquor)
	Wash Basin (White) with fittings of Parryware make with C.P. Pillar Cock (Make - Parryware). (Wash Basin may fix outside of the Toilet).
	Total Toilet Water Point : Wash Basin -2, Tap-4, Mixture -1 for concealed bath line with C.P. Bib Cock (Which is above mentioned)
	W.C.: Glazed ceramic tiles up-to door height (6 feet) on wall. (Tiles Make - Kazaria or Equivalent)
	Complete set (with seat cover) of Commodes / Western style - 1no. (White) with 1no. C.P. Pillar Cock. (Make - Parryware/Jaquor).
	Concealed shower lines with C.P. Bib Cock (Make - Parryware/Jaquor).
	Total W.C. Water Point : 2 Nos (Which is above mentioned)
	Roof and Garage: Water Point: 2 nos each
	External plumbing line: Finolex / Supreme/ Oriplast/Astral make.
	All sanitary ware and fittings will conform to ISI standards. Adequate care will be taken to deliver quality materials and workmanship.
WATER SUPPLY	Overhead R.C.C/Brick/P.V.C. reservoir and Underground reservoir with KMC water line to be provided.

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	Electric Pump and Motor with Starter to be installed by Developer at ground level within a suitable place for lifting water to overhead reservoir. (Pump Make - Hixson & Motor Make - Compton.
PAINTING	External Finish: All external walls covered with 2/3 coats WEATHERCOAT of Good Brand / BERGER. Total Staircase area should be done with POP. Garage area paint by WEATHERCOAT.
	Weather proof paint and other decorative finish as per Architect Scheme.
	Internal Finish: All covered area i.e. Bed, Liv & Din, Kitchen; Toilet & WC should be done by Plaster of Paris (P.O.P.).
STAIRCASE GATE	Developer shall provide a steel collapsible gate at the entrance of the staircase room at the ground floor level.
VERANDA	full Covered Grill for Verandas.
FACILITY	Lift, Watchman room, Tin shed covered roof.
	Letter Box for individuals, Concealed Cable TV line.

ELECTRIC POINTS :

Bed Rooms each	5 Points
Bed Rooms each - 5 Amp	2 Points
Kitchen	4 Points
Kitchen - 5 Amp & 15 Amp	1 Point each
Toilets	3 Points each
Verandah	2 Points
Verandah - 5 Amp	1 Point
Drawing / Dining	5 Points
Drawing / Dining 5 Amp & 15 Amp	3 Points and 1 Point
Power Points(15 Amps.)	3 Points
A.C. Point(each bed room)	1 Point

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WATER SUPPLY: Municipal Water supply from common overhead reservoir.

ELECTRIC SUPPLY : The security deposit with CESC and cost of obtaining Electric connections / installation will be on account of the Individual Flat Owners, relating to theirs' Allocation.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day, month and year first above written:-

SIGNED, SEALED AND DELIVERED

By the owner at Kolkata in the presence of :-

1. Karan Kumar
E/43 Ramgarh,
S/O Late P. K. Mukherjee
Kolkata - 700047
2. Poonam Saha
D/o Debabrata Saha
Alipore Police Court
Kolkata - 700027.

Nibha Deb

SIGNATURE OF THE OWNER

SREE RAM CONSTRUCTION

Ram
Proprietor

SIGNATURE OF THE DEVELOPER

As per the documents and instructions available Drafted by me :-

Rajat Das
18/4/2007

Alipore Police Court,
Kolkata-27.

MEMO OF CONSIDERATION

RECEIVED the within mentioned sum of Rs.40,00,000/- (Rupees Forty Lakhs) only from the Developer herein, as non-refundable amount of these presents.

On or before execution of these presents

By NEFT Dated 10/08/2021	Rs.5,00,000/-
By NEFT Dated 10/08/2021	Rs.5,00,000/-
By NEFT Dated 11/08/2021	Rs.5,00,000/-
By NEFT Dated 11/08/2021	Rs.5,00,000/-
By NEFT Dated 04/09/2021	Rs.8,00,000/-
By NEFT Dated 04/09/2021	Rs.8,00,000/-
A/C of T.D.S.	Rs.4,00,000/-
TOTAL	Rs.40,00,000/-

(Rupees Forty Lakhs) only

WITNESSES:-

1. *Kamal Kumar*

2. *Poonam Saha.*

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SIGNATURE OF THE OWNER

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

Name

Signature



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

Name NIBHA DEB

Signature Nibha Deb



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

Name RAJIB DEY

Signature Rajib Dey

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

Name

Signature



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16012001412384/2021

I. Signature of the Person(s) admittting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Smt NIBHA DEB 11, Beishnabghata Road, City:- , P.O:- NAKTALA, P.S:-Patuli, District:- South 24-Parganas, West Bengal, India, PIN:- 700047	Land Lord			Nibha Deb 08/09/21
2	Mr RAJIB DEY 40, South Roynagar, Bansdroni, City:- , P.O:- Bansdroni, P.S:- Bansdroni, District:- South 24-Parganas, West Bengal, India, PIN:- 700070	Representative of Developer [SREERAM CONSTRUCTION]			Rajib Dey 08/09/21
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr RAJAT DAS Son of Late SWAPAN KUMAR DAS ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:- Alipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700027	Smt NIBHA DEB, Mr RAJIB DEY			Rajat Das 08/09/2021

(Maitreyee Ghosh)

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



2021

Rate of Market Value(WB PUVI rules of 2001)

That the market value of this property which is the subject matter of the deed has been assessed at Rs 57,573/-

Maitreyee Ghosh

Maitreyee Ghosh

DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal

On 08-09-2021

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

Presented for registration at 20:05 hrs on 08-09-2021, at the Private residence by Mr RAJIB DEY ,

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

Execution is admitted on 08/09/2021 by Smt NIBHA DEB, Daughter of Late Abani Kanta Chakraborty, 11, Baishnabghata Road, P.O: NAKTALA, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Retired Person

Indetified by Mr RAJAT DAS, , Son of Late SWAPAN KUMAR DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 08-09-2021 by Mr RAJIB DEY, PROPRIETOR, SREERAM CONSTRUCTION (Sole Proprietorship), 1/83, NAKTALA, City:- , P.O:- Naktala, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047

Indetified by Mr RAJAT DAS, , Son of Late SWAPAN KUMAR DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Maitreyee Ghosh

Maitreyee Ghosh

DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal

On 09-09-2021

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 40,053/- (B = Rs 40,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 40,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 10/08/2021 12:11PM with Govt. Ref. No: 192021220048111841 on 10-08-2021, Amount Rs: 40,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKR0975389 on 10-08-2021, Head of Account 0030-03-104-001-16

Part Details :**Name,Address,Photo,Finger print and Signature****Smt NIBHA DEB**

Daughter of Late Abani Kanta Chakraborty 11, Baishnabghata Road, City:- , P.O:- NAKTALA, P.S:-Patuli,
 District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Female, By Caste: Hindu, Occupation:
 Retired Person, Citizen of: India, PAN No.:: AFxxxxxx3A, Aadhaar No: 80xxxxxxxx6376, Status :Individual,
 Executed by: Self, Date of Execution: 08/09/2021
 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Pvt. Residence, Executed by: Self, Date of
 Execution: 08/09/2021
 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SREERAM CONSTRUCTION 1/83, NAKTALA, City:- , P.O:- Naktala, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 PAN No.:: ADxxxxxx7F, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr RAJIB DEY (Presentant) Son of Mr Subhas Chandra Dey 40, South Roynagar, Bansdrani, City:- , P.O:- Bansdrani, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700070, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx7F, Aadhaar No: 22xxxxxxxx3553 Status : Representative, Representative of : SREERAM CONSTRUCTION (as PROPRIETOR)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr RAJAT DAS Son of Late SWAPAN KUMAR DAS ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- , 700027			
Identifier Of Smt NIBHA DEB, Mr RAJIB DEY			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt NIBHA DEB	SREERAM CONSTRUCTION-9.40042 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Smt NIBHA DEB	SREERAM CONSTRUCTION-145.00000000 Sq Ft

Major Information of the Deed

Deed No :	I-1601-02057/2021	Date of Registration	09/09/2021
Query No / Year	1601-2001412384/2021	Office where deed is registered	
Query Date	07/08/2021 10:40:39 PM	1601-2001412384/2021	
Applicant Name, Address & Other Details	RAJAT DAS ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830013215, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 40,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,25,57,573/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 20,021/- (Article:48(g))	Rs. 40,053/- (Article:E, E, B.)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Patuli, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Baishnab Ghata Road, , Premises No: 11, , 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	5 Katha 11 Chatak 7 Sq Ft	1/-	1,25,21,359/-	Property is on Road
Grand Total :				9.4004Dec	1 /-	125,21,359 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	145 Sq Ft.	1/-	36,214/-	Structure Type: Structure
Gr. Floor, Area of floor : 145 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		145 sq ft	1 /-	36,214 /-	

nt of Stamp Duty

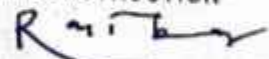
that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 100/-,
ne = Rs 19,921/-
tion of Stamp
mp: Type: Impressed, Serial no 233, Amount: Rs.100/-, Date of Purchase: 06/02/2021, Vendor name: Jayanta

cription of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
ne on 10/08/2021 12:11PM with Govt. Ref. No: 192021220048111841 on 10-08-2021, Amount Rs: 19,921/-,
nk: State Bank of India (SBIN0000001), Ref. No. CKR0975389 on 10-08-2021, Head of Account 0030-02-103-003-

Maitreyee Ghosh

Maitreyee Ghosh
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

SREE RAM CONSTRUCTION


Proprietor