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District Sub-Register-II

3 0 APR 2024

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made on this the 30 day of pril Two Thousand Twenty Four (2024).

BETWEEN

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SL. NU.	51233	DT29	-04-202	4
NAME.	Ranty Co	nturlia		
ADDRES	5.63, Saty	ight K	man, Mu	kudopur
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TANMOY KAR PURKAYASTHA (STAMP VENDOR) ALIPORE POLICE COURT KOLKATA-700027

Kalyan Mr. Bam. Adv. Alrport Judsen Com. Nov. 77



District Sub Registrar-II Alipore, South 24 Pargenes

3 0 APR 2024

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(1) <u>SRI PARTHA MITRA</u>, having PAN-BBGPM2850N, Aadhaar No.7562 6300 4015, Son of Late Hiranmay Mitra, by faith-Hindu, by nationality-Indian, by occupation-Self Employed, residing at 30, Lake East 3rd Road, Santoshpur, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, West Bengal, India and (2) <u>SMT. SUTAPA CHOWDHURY</u>, having PAN-AMIPC6727C, Aadhaar No. 8787 4629 7925, Wife of Sri Sailaz Chowdhuri, Daughter of Late Hiranmoy Mitra, by faith-Hindu, by nationality-Indian, by occupation-Housewife, residing at "Rohini Co-operative Housing Society", Flat No.1/6, 369, Purbachal, Kalitala Road, Haltu, P.O. Haltu, P.S. Garfa, Kolkata-700 078, West Bengal, India, hereinafter called and referred to as the "<u>O W N E R S</u>" (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, administrators, legal representatives nominees, and/or assigns) of the <u>ONE PART</u>:

"RASTRI CONSTRUCTION", having PAN-BKWPS6418M, a Sole Proprietorship Firm, having its Registered office at 63, Satyajit Kanan, P.O. Mukundapur, P.S. Purba Jadavpur, Kolkata-700099, West Bengal, India, represented by its Sole Proprietor SRI DEBASHIS SARKAR, having PAN-PAN-BKWPS6418M, Aadhaar No.8837 3824 2522, Son of Late Kalipada Sarkar, by faith-Hindu, by nationality-Indian, by occupation-Business, residing at 63, Satyajit Kanan, P.O. Mukundapur, P.S. Purba Jadavpur, Kolkata-700099, West Bengal, India, hereinafter called and referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its Proprietor, successors-in-office, administrators, legal representatives, and assigns) OTHER PART:

WHEREAS One Santosh Kumar Mondal, a resident of Rajapur was the sole and absolute lawful Owner of All That piece and parcel of land measuring 0.81 Decimals more or less, lying and situate at Mouza-Santoshpur, the then under Haltu Union Board, Pargana-Khaspur under Collectorate's Touzi No.151, R.S. No.19, J.L. No.22, comprising C.S. Khatian No.264 corresponding to R.S. Khatian No.227/6 appertaining to C.S. Dag No.494

corresponding to R.S. Dag No.557, P.S. formerly at Sadar Tollygunge thereafter Jadavpur, then Kasba at present Survey Park, now within the limits of the Kolkata Municipal Corporation, Ward No.103, Sub-Registry/A.D.S.R. Office Sealdah, Kolkata-700 075, in the District of 24-Parganas since 24-Parganas (South) payable at an annual rent of Rs.8/- as recorded owner thereof acquired the right, title and interest by way of inheritance and thus enjoyed the same as absolute owner on payment of usual rents to the appropriate authorities thereto free from all encumbrances.

AND WHEREAS while thus enjoying the said property, the said Santosh Kumar Mondal died in the year 1367 B.S. in the month of Baisakh intestate leaving behind his three sons viz., (1) Ananta Kumar Mondal, (2) Bijoy Kumar Mondal, (3) Basanta Kumar Mondal and widow viz., Amala Bala Mondal and only daughter viz., Kalyani Bala Mal as his legal heirs and successors who jointly succeeded and inherited the said property left by the said deceased Santosh Kumar Mondal and the said property devolved upon them in equal share each according to the Law of inheritance.

AND WHEREAS being the lawful Owners thereof, the said Ananta Kumar Mondal and his above named other Co-sharers of the said property jointly sold, transferred, conveyed, assigned and assured the said land measuring 0.81 Decimals more or less by three separate Deeds of Sale of which (i) dated 24th day of March, 1961 and recorded in Book No.I, Volume No.55, Pages 100 to 106, being No.2519 for the year 1961, thereafter, (ii) dated 12th day of April, 1962 and recorded in Book No.I, Volume No.69, Pages 43 to 50, being No.3180 for the year 1962 and (iii) dated 12th day of April, 1962 and recorded in Book No.I, Volume No.50, Pages 291 to 297, being No.3181 for the year 1962, respectively all deeds were duly registered in the Office of Sub-Registrar at Alipore, Dist. 24-Parganas, unto and in favour of Ramendra Nath Roy, Son of Late Satish Chandra Roy of Mahirampur, P.S. Falta, Dist. 24-Parganas, the Predecessor-in-title of these presents for a valuable Consideration mentioned therein and became ceased and dispossessed there from absolutely forever.

AND WHEREAS by virtue of the aforesaid several three Deeds, the said Ramendra Nath Roy became the sole and absolute lawful owner of the said land measuring 0.81 Decimals more or less in R.S. Khatian No.227/6 appertaining to R.S. Dag No.557 of the said Mouza-Santoshpur and divided the said entire property into several plots of land in different sizes by opening Roads/Passages for free egress and ingress for the several intending buyer/s for homestead purpose by making a Scheme Plan and for his own avocation the said Ramendra Nath Roy has resided at another places and authorised and/or empowered Sisir Kumar Singha as his lawful Constituted Attorney by executing and registering a General Power of Attorney dated 11th day of July, 1962, duly registered in the Office of Sub-Registrar, Alipore and recorded in Book No.IV, Volume No.10, Pages 283 to 285, being No.710 for the year 1962, to do all acts, deeds, things and matters whatsoever for and on behalf of the said Ramendra Nath Roy.

AND WHEREAS thereafter, the said Ramendra Nath Roy through his Constituted Attorney sold, transferred, conveyed, assigned and assured All That piece and parcel of land measuring 3 Cottahs 3 Chittacks more or less with Road, being Scheme Plot No."L", in R.S. Khatian No.227/6 appertaining to R.S. Dag No.557 of the said Mouza-Santoshpur, unto and in favour Sri Hiranmoy Mitra, since deceased, the father of the Owners herein by virtue of a Registered Deed of Sale dated 15.07.1963 duly registered in the Office of Sub-Registrar, Alipore, Dist. 24-Parganas and recorded in Book No.I, Volume No.129, Pages 39 to being No.5944 for the year 1963, unto and in favour of Sri Hiranmoy Mitra, since deceased for a valuable Consideration mentioned therein and became ceased and dispossessed there from absolutely forever.

AND WHEREAS it was found that 3 Chittacks land of the aforesaid property has left aside for widening Road and as such the said Hiranmoy Mitra, since deceased was lawfully seized and possessed the balance net land measuring 3 Cottahs more or less, more fully and particularly described in the Schedule A" hereunder written.

AND WHEREAS by virtue of the aforesaid Deed of Sale, the said Hiranmoy Mitra, since deceased, became the sole and absolute lawful Owner of the said property as lawful Owner thereof and subsequently, got his name mutated with the records of the Kolkata Municipal Corporation, Ward No.103 being the Municipal Premises No.29, Lake East 3rd Road having its Correspondence Address at 30, Lake East 3rd Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075 and the said property duly been assessed by the Kolkata Municipal Corporation being Assessee No.31-103-22-0029-5.

AND WHEREAS while thus enjoying the aforesaid property, the said Hiranmoy Mitra died intestate on 12.10.1993, leaving behind him surviving his only Son Sri Partha Mitra and only married daughter Smt. Sutapa Chowdhury, as his legal heirs and successors and his Wife Pratima Mitra was predeceased on 18.11.1987.

AND WHEREAS after demise of the said Hiranmoy Mitra, the said property devolved upon his son Sri Partha Mitra and only married daughter Smt. Sutapa Chowdhury, who jointly succeeded and/or inherited the aforesaid property in equal share each left by their deceased father Hiranmoy Mitra according to the meaning of Hindu Succession Act, 1956.

AND WHEREAS in the manner stated above, the Owners herein now became the absolute lawful Owners and lawfully seizing and possessing the said All That piece and parcel of the said land measuring 3 Cottahs more or less, being Scheme Plot No."L", lying and situated at Mouza-Santoshpur, J.L.No.22, comprising C.S. Khatian No.264 corresponding to R.S. Khatian No.227/6 appertaining to C.S. Dag No.494 corresponding to R.S. Dag No.557, P.S. formerly at Sadar Tollygunge thereafter Jadavpur, then Kasba at present Survey Park, now within the limits of the Kolkata Municipal Corporation, Ward No.103, being the Municipal Premises No.29, Lake East 3rd Road having its Correspondence Address at 30, Lake East 3rd Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, Sub-Registry/A.D.S.R. Office Sealdah, Kolkata-700 075, in the District of 24-Parganas since 24-Parganas (South),

more fully and particularly described in the Schedule "A" hereunder written and having unfettered right title and interest thereto free from all encumbrances, liens, lispendens and attachments whatsoever.

AND WHEREAS the Owners herein intend to develop the property by raising a Multi-storied building upon the aforesaid property consisting of several self-contained residential flats, shops, car parking space and other commercial spaces thereon on different measurements and sizes, but due to lack of experience, manpower and other difficulties, they the Owners herein could not materialize their said desire and as such, they requested the Developer herein to undertake the aforesaid development work on the said property.

AND WHEREAS accordingly, the Owners and the Developer, both the Parties after deliberation and mutual discussion and after their satisfaction as to the Owners and the Developer herein jointly entered into this Development Agreement for mutual benefits of both the Parties hereto and the Parties hereto deem it expedient to put into writing subject to the following terms, conditions, stipulations and/or obligations hereinafter appearing.

NOW THIS AGREEMENT WITNESSBTH as follows:-

ARTICLE (I); DEFINITION:

Unless in this present there is something in this subject or context consistent therewith.

a) PROPERTY: shall mean a piece and parcel of Bastu land measuring piece and parcel of the said land measuring 3 Cottahs more or less, being Scheme Plot No."L", lying and situated at Mouza-Santoshpur, J.L.No.22, comprising C.S. Khatian No.264 corresponding to R.S. Khatian No.227/6 appertaining to C.S. Dag No.494 corresponding to R.S. Dag No.557, P.S. formerly at Sadar Tollygunge thereafter Jadavpur, then Kasba at present Survey Park, now within the limits of the Kolkata Municipal Corporation, Ward No.103, being the Municipal Premises No.29, Lake East 3rd Road having its Correspondence Address

- at 30, Lake East 3rd Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, Sub-Registry/A.D.S.R. Office Sealdah, Kolkata-700 075, in the District of 24-Parganas since 24-Parganas (South), more fully and particularly described in the Schedule "A" hereunder written.
- b) <u>LAND</u>: shall mean and include the land comprised in the said property whereupon the parties hereto proposed to erect the said Multi-storied building at the costs of the Developer.
- c) <u>BUILDING</u>: shall mean the proposed a **Multi storied** building consisting of various residential flats and other structures as may be sanctioned by the Kolkata Municipal Corporation and other appropriate authorities thereto and or modification thereon.
- e) OWNERS: (1) SRI PARTHA MITRA, Son of Late Hiranmay Mitra, by faith-Hindu, by nationality-Indian, by occupation-Self Employed, residing at 30, Lake East 3rd Road, Santoshpur, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, West Bengal, India and (2) SMT. SUTAPA CHOWDHURY, Wife of Sri Sailaz Chowdhuri, Daughter of Late Hiranmoy Mitra, by faith-Hindu, by nationality-Indian, by occupation-Housewife, residing at "Rohini Co-operative Housing Society", Flat No.1/6, 369, Purbachal, Kalitala Road, Haltu, P.O. Haltu, P.S. Garfa, Kolkata-700 078, West Bengal, India and their respective heirs, executors, successors, legal representatives, administrators, and/or assigns.
- Proprietorship Firm, having its Registered office at 63, Satyajit Kanan, P.O. Mukundapur, P.S. Purba Jadavpur, Kolkata-700099, West Bengal, India, represented by its Sole Proprietor SRI DEBASHIS SARKAR, having Son of Late Kalipada Sarkar, by faith-Hindu, by nationality-Indian, by occupation-Business, residing at 63, Satyajit Kanan, P.O. Mukundapur, P.S. Purba Jadavpur, Kolkata-700099, West Bengal, India,

shall include its executors, proprietor successor-in-interest and/or assigns.

- g) <u>COMMON AREA AND FACILITIES</u>: shall mean the common areas and facilities to be provided in the building for the use of the occupiers of the flats/units.
 - and in Consideration of this Agreement the Owners herein shall be allotted Two self-contained residential flats at the front and back side, lying on the First floor and another flat lying on the Third floor at the back side and 50% (Fifty) per cent car parking space in the ground floor of the said proposed construction as per Sanction Building Plan to be sanctioned by the K.M.C., of the said proposed Multi-storied Building together with undivided proportionate share of land and along with all other common facilities and amenities of the said property and non-refundable an amount of Rs.10,00,000/- (Rupees Ten Lakhs) only at the time of execution of this Agreement.

It is noted that the tax of the said property has been due till today and the Owners shall pay the dues amount according to the assessment of the Corporation on behalf of the Owners after deducting the said payable amount to the K.M.C.

- area of the said proposed Building of total F.A.R. as per sanction Building Plan of the proposed Multi-storied Building (save and except the Owners' allocation) together with undivided proportionate share of land along with all other common facilities and amenities of the said Property.
 - j) <u>ARCHITECT</u>: shall mean any qualified person or persons or firms appointed or nominated by the Developer for construction purpose of the said Property.

- ROOF: shall mean and include the entire open space on the roof and/or top of the building.
 - m) <u>ENCUMBRANCES</u>: shall mean charges, liens, lispendense, claims, liabilities, trust, demands, acquisition and requisitions.
 - n) <u>SINGULAR</u> <u>NUMBER</u> : shall include the plural and vice-versa.

ARTICLE (II): DEVELOPER:

The Developer herein shall develop the Property on the -

- a) By obtaining necessary permission of the building plan by a reputed Architect and/or other appropriate Govt. Authorities or departments.
- b) By erecting and constructing the said proposed multi-storeyed building on the said land consisting of various residential flats.
- c) The Developer shall prepare the Building Plan and the total cost and expenses of the said Building Plan will be solely and exclusively borne by the Developer herein. The Developer shall construct, erect and complete the Owners' Allocation as well as the said entire Building in accordance with the approved building plan and shall be bound to hand over the Owners' Allocation in complete habitable condition within 24 (twenty four) months from the date of the Sanction Building Plan with common facilities, amenities on the land and the Developer herein unless prevented by natural calamities or disturbances like flood, earthquake, riot and legal dispute. The Owners' allocation will be constructed and completed by the Developer with the materials as mentioned in the Schedule-"D" hereunder written.
 - d) By allotting the Owners' Allocation in the manner as stated in this Agreement.
 - e) That by virtue of this Agreement, the Developer herein shall have every right to enter into any Agreement for Sale or Deed of Sale or any kind of Deeds/Indenture for sale, convey and transfer of its Developer's

allocation name i.e. "RASTRI CONSTRUCTION" exclusive allocation i.e. the Developer's Allocation to and in favour any intending purchaser(s) as per its own choice and the Developer herein shall have right to receive earnest money or entire consideration from the intending purchaser(s) either by Cash or Cheque or any other mode of currency against sale/convey and transfer of its allocation i.e. Developer's Allocation and the said consideration money will exclusively be for the Developer herein. But the Developer herein shall never sell, convey and transfer the Owners' allocation of the said Property.

That by virtue of this Agreement, the Developer herein shall have prepare the Building Plan approved by the reputed Architect and all other applications, papers and documents referred to hereinabove shall be submitted by or in the name of the Owners and the entire cost and liabilities will be borne by the Developer herein, to which the Owners shall have no responsibilities.

ARTICLE (III): TITLE

- of the said Property and the same is free from all encumbrances, acquisitions and requisitions and has good and marketable title in respect thereof and there is no impediment of any nature in the development of the said Property and/or entrusting of the work of development to the Developer in the manner as herein agreed. Further the Owners also declare that the whole Property is in their possession and there is no tenant/s or occupier/s other than the Owners and their family members at the said Property.
 - ii) If any disputes and differences arose regarding the title to the Owners and after that the property is found encumbered, in that event, the Owners shall have liable to refund the said non-refundable amount of Rs.10,00,000/- (Rupees Ten Lakhs) only to the Developer with

interest at the rate of 10% interest along with incidental costs and expenses at a time without any delay or any default.

- The Owners shall handover the Xerox copies of the title deed in respect of the said Property to the Developer and the Owners will be bound to produce the original title deeds to the Developer for inspection to the intending buyers of the flats as and when required, at the costs of the Developer with due notice.
 - Owners will not in any manner encumber, mortgage, sale, transfer, let out or otherwise deal with or dispose of the said Property or portion thereof.
 - to construct and complete the said building on the said Property and to retain and enjoy the Developer's Allocation therein without any interruption or interference from the Owners or any person or persons lawfully claiming through or under the Owners and the Owners undertakes to indemnify and keep the Developer indemnified against all loss, damages and costs charges and expenses incurred as a result of any breach of this undertaking and similarly, the Developer shall be handed over the Owners' Allocation without any plea or any pretext for absolute enjoyment of the Owners' Allocation to the Owners herein.
 - vi) The Developer undertakes to construct the building as per approved building plan and undertake to pay any damages, penalties and/or compounding fees payable to the authority or authorities concerned relating to any deviation, without making liable the Owners.
 - vii) In carrying out the said Development work and/or construction of the said building herein agreed that the Developer undertake to indemnify and keep the Owners indemnified from and against all Third Party's claims or compensations and action due to any act or commission of the

Developer or any accident in or related to the construction of the Building.

ARTICLE (IV): EXPLORATION RIGHT:

- in consultation with and approval of the Owners for the construction of the said multi-storied building in the said Property and also to get the same duly sanctioned and/or approved. The Developer in consultation with the Owners shall be entitled to cause all such changes from time to time. All costs, expenses and payment and liabilities required for the preparation of the plan as stated herein above shall be paid and borne by the Developer herein provided always that the Developer shall be entitled to all refunds and/or deposits made by the Developer in connection with obtaining sanctioned plan and other allied work done for the construction.
 - The Owners shall sign such paper or papers including the swearing of affidavits as may be required for sanctioning of the building plan of the building, without prejudice to their interest.
 - The Owners shall sign such paper or papers including the swearing of affidavits as may be required for the building plan of the building, without prejudice to their interest.
 - The Owners shall make over the vacant and peaceful possession of the aforesaid Property to the Developer after the approved the building plan, for materializing the Building Project.
 - v) The Developer shall abide by all the laws, bye-laws, rules and regulations of the Government, local bodies as the case may be and shall attend to any complication and be responsible for any deviation, violation and the breach of any of the laws, by-laws, rules and regulations, to which the Owner shall have not liabilities.

regulations of the Government, local bodies as the case may be and shall attend to any complication and be responsible for any deviation, violation and the breach of any of the laws, by-laws, rules and regulations, to which the Owners shall have not liabilities.

ARTICLE (V): BUILDING:

- i) The Developer shall at its own costs and risks construct the building in or upon the said land strictly in accordance with the sanctioned plan without any hindrance or disturbance by or on behalf of the Owners' or any person claiming under them. Developer shall ensure that the building conforms to class-I standard building meterial with the best available materials and provided with facilities as specified in the Third Schedule hereunder written.
 - That after execution and registration of this Development Agreement, all the costs, expenses and liabilities of the said property shall lie with the Developer herein.
 - That at the time of execution and registration of this Development Agreement, the Owners shall kept with the Original Title Documents related with the aforesaid property with the Developer herein and the said Documents shall be refunded to the Owners herein after completion and delivery of the Owners' allocation to the Owners' herein.
 - temporary connection of water and electricity for construction of the building and other public utilities and facilities to the said Property and/ or the said building in its own name or in the name of the Owners as it shall think proper. The Owners shall sign, execute and deliver all papers and application signifying their consent and approval to enable the Developer to obtain such public utility services and facilities. Cost for permanent

- connection of sewerage, electricity and water will be borne by the flat Owners' of the newly constructed building.
- v) The Developer hereby undertake to start construct of the said Multistoried building within 1 (one) month from the date of the approved
 building plan and after getting vacant possession of the existing building
 from the Owners whichever is later. In case of any unavoidable
 circumstances of happening beyond the control of the Developer then
 the time to start the construction work shall be extended. The Developer
 also undertake to complete the construction of the building diligently and
 expeditiously and to offer the Owners' allocation to the Owners,
 complete in all respect, within 24 months from the date of execution of
 this Development Agreement.
 - shall have the right to construct the building, appoint architects, engineers, contractors, agent etc. and to represent the Owners, Kolkata Metropolitan Development Authority, Kolkata Police, Fire Brigade or any other appropriate authority or authorities concerned in connection with the said development and to sign any application, scheme maps, drawing or any other writings in this behalf and to appear before the authority or authorities and to undertake the construction of the building.

ARTICLE (VI): CONSIDERATION AND SPACE ALLOCATION:

allot to the Owners, the Owners' allocation free of all costs and it is agreed and made clear that the Developer shall be entitled to the Developer's allocation. It is made clear that the Owners will be provided first to take possession of the Owners' allocation in the newly constructed building in finished habitable condition and then the Developer shall sale the Developer's allocation to its intending Buyer/s.

- The Owners shall be entitled to transfer, mortgage, sell, and assign their share (Owners' allocation) without affecting the right or interest of the Developer in respect of its allocation (share) after taking possession of their share from the Developer.
 - After the construction is over and after the Owners have received the Owners' allocation in full and satisfactorily, the Owners shall sign the registered deed of sales in respect of undivided proportionate share of land of the Property of the flats and common areas of the Developer's Allocation and if the Owners fails to do so, the Developer shall be at liberty to execute the Registration of the Deeds of Conveyance or Conveyances of the Developer's allocation in favour of the intending buyer or buyers of the Developer's allocation by utilizing the Power of Attorney, which is to be issued in favour of the Developer or its nominee or nominees and in that event the Owners shall not be in a position to object to such registration of deed of conveyance under any circumstances till the completion of the sale of the Developer's allocation in the said proposed multi-storied building.
 - Owners and each flat Owners shall have the equal right to hold, possess and enjoy the said roof as common parts along with other flat owners.
 - v) It is agreed that the roof of the building shall not be used by the flat Owners of the said Building for commercial purpose in any manner.

ARTICLE (VII): COMMON FACILITIES:

in respect of the said Property till possession of the said Property is offered by the Owners to the Developer for construction. After the vacant possession of the said Property is handed over to the Developer, the Developer shall bear and pay all rates and taxes and other outgoings thereof.

- shall give written notice to the Owners to take possession of the Owners' allocation in the said building (within 15 days) and from the date of service of such notice and at all time thereafter the Owners shall be exclusively responsible for payment of municipal property taxes, rates, taxes, duties and other statutory outgoings and imposition whatsoever (hereinafter for the sake of the brevity, collectively referred to as "the said rates") payable in respect of the said Owners' allocation. Similarly as and from the said date, the Developer or its nominee/nominees shall pay the same in respect of the Developer's allocation only. The said rates will be levied on the building as a whole then and in such an event it shall be divided proportionately.
 - Owners, the Owners shall complete the transfer of the Developer's allocation in favour of the Developer or its nominee or nominees by executing or registering appropriate/deed/deeds of transfer at the cost of the Developer or its nominees within two months from the date of Owners accepting the Owners' allocation.
 - The Developer shall bear all the costs for registration of this agreement and the Owners shall not in any way be liable and responsible.
 - v) The Owners not in any way be liable and responsible for any mishappening with regard to construction of the building or any local disputes.
 - vi) The Developer shall be liable and responsible for regular payment of Electric Bill per month from the date of taking vacant possession of the land till the building is completed and install separate meters in each flat at the cost of the Owners' of the respective flats.

ARTICLE (VIII): MISCELLANEOUS:

- The Owners and the Developer have entered into this agreement purely on a principle to principle basis and nothing stated herein shall be deemed to construe as a joint venture or joint adventure between the Owners and the Developer in any manner that constitutes as association of persons. Each party shall keep the other party indemnified from and against the same.
 - The Owners or Developer as the case may be shall not be considered to have caused any breach of any obligation hereunder to the extent that the said agreement.
 - Performance of the relative obligation is prevented by the existence of force majeure with the a view that obligation of the party affected by the Force Majeure shall mean any irresistible compulsion or coercion recognized as irresistible and shall include flood, riot work, several abnormal storm, tempest, civil commotion, state wide strike and any other act beyond the reasonable control of the party affected thereby, but shall not include normal bad weather or procession etc.
 - All disputes and differences between the parties relating to this Agreement shall be resolved according to law. The District Judge Court, Alipore, South 24-Parganas shall have only jurisdiction to settle the dispute.
 - v) The roof of the building shall be the property of all the flat Owners including the Land Owners and each flat Owners shall have the equal right to hold, possess and enjoy the said roof as common parts.
 - vi) The Developer herein will demolish the existing structure of the said Property at his own cost and expenses and the Developer will take the

- entire broken building materials (debris), the Owners herein will not
- vii) The Developer shall provide alternative accommodation to the Owners of two families in the said nearest locality and the Developer shall receive the entire price of debris materials against the said building.

THE SCHEDULE 'A' ABOVE REFERRED TO (THE ENTIRE PREMISES)

ALL THAT piece and parcel of Bastu land measuring 3 Cottahs more or less, being Scheme Plot No."L", together with a Two Storied Building standing thereon measuring about 2000 Sft., of which in ground floor measuring 1000 Sft., and on the First floor measuring about 1000 Sft., lying and situated at Mouza-Santoshpur, J.L.No.22, comptising C.S. Khatian No.264 corresponding to R.S. Khatian No.227/6 appertaining to C.S. Dag No.494 corresponding to R.S. Dag No.557, P.S. formerly at Sadar Tollygunge thereafter Jadavpur, then Kasba at present Survey Park, now within the limits of the Kolkata Municipal Corporation, Ward No.103, being the Municipal Premises No.29, Lake East 3rd Road having its Correspondence Address at 30, Lake East 3rd Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, Sub-Registry/A.D.S.R. Office Sealdah, Kolkata-700 075, in the District of 24-Parganas since 24-Parganas (South), being butted and bounded in the manner following:-

On the North : Property of Yoshoda Pramanick of Scheme Plot No.G.

On the South: 16' ft. Wide K.M.C. Road.

On the East : Scheme Plot No."K".

On the West : Scheme Plot No."M".

THE SCHEDULE 'B' ABOVE REFERRED TO (OWNERS' ALLOCATION)

ALL THAT On completion of the said proposed Building and in Consideration of this Agreement the Owners herein shall be allotted Two self-contained residential flats at the front and back side, lying on the First floor and another flat lying on the Third floor at the back side and 50% (Fifty) per cent car parking space in the ground floor of the said proposed construction as per Sanction Building Plan to be sanctioned by the K.M.C., of the said

proposed Multi-storied Building together with undivided proportionate share of land and along with all other common facilities and amenities of the said property and non-refundable an amount of Rs.10,00,000/- (Rupees Ten Lakhs) only at the time of execution of this Agreement.

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

ALL THAT the balance constructed area of the said proposed Building of total F.A.R. as per sanction Building Plan of the proposed Multi-storied Building (save and except the Owners' allocation) together with undivided proportionate share of land along with all other common facilities and amenities of the said Property.

THE SCHEDULE 'D' ABOVE REFERRED TO SPECIFICATION

- # Structure: R.C.C. Frame structure with individual footing or raft foundation, piling may or may not be required will be decided as per soil test report.
- # Brick Work: Outer wall and common wall 8" and 5" brick works wall respectively with good quality brick in cement mortar joint.
- # Flooring: Floor will be Marble.
- # Doors and. Fittings: All door-frame will be of Sal wood, Main door shutter will be hot press flush door with one side teak ply with necessary fittings and fixtures. Other doors will be hot press flush door with necessary fittings and fixtures.
- # Window: Aluminium sliding window with float glass. MS Grill will be put as and where required.
- # Wall Finishing: Internal walls to be finished with 2 mm thick plaster of Paris.
- # Kitchen: Kitchen counter top will be Black stone with steel sink with Branded. Colour tiles dado above kitchen platform up to 2' height.

Toilets and Sanitary: All toilet will be provided with European style water closet and P. V. C. Cistern, Glazed tiles dado up to 5' height with Branded C.P. fittings, both toilets will be hot and cold.

ELECTRICAL POINT: In Owners' allocated Flat will be provided with the following Electrical point.

All wiring will be done by copper wire.

Bed room each: 1 No. Single bracket point, 1 No. tube light point, 1 No. Fan point, 2 No. 5/15 Amps plug point on switch board.

Drawing/Dining Room: 2 No. Fan point, 1 No. Jhar point, 1 No. tube light point, 1 No. single bracket point, 2 No. 5/15 Amps Plug Point on switch board, 1 No. 15 Amp Plug Point for Fréezé, 1 No. Téléphone point in drawing room, 1 No. 5 Amp for TV/VCR point, 1 No. 15 Amp. plug point for washing machine.

Kitchen: 1 No. light point, 1 No. Exhaust Fan Point, 1 No. 15 Amp Plug Point for Mixy and others.

Toilet (Common): 1 No. light point, 1 No. 5 Amp plug point, 1 no. Exhaust Fan point, 1 No. Geyser point.

Toilet attached : 1 No. light point, 1 no. Exhaust Fan point. 1 No. Geyser point.

Balcony: 1 No. light point, 1 No. 5/15 Amp plug on Switch board.

Door Entrance: 1 No. Calling bell point.

Lift and Lift well and its accessories as per Developer's choice.

Roof/Terrace Finish: Standard water proofing treatment as per IS code and Concrete/Tile protective layer.

Reservoir: Common reservoir one at underground and another on the terrace.

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands on the day, month and year first above written. In presence of :-

1. Kalyan ur Bane Abijo or Judgun' Comme Mr 27 2. Joy du Dhasa

Ali porc Police coust KU1-22.

SIGNATURE OF THE OWNERS.

RASTRI CONSTRUCTIONS Debashis Some

SIGNATURE OF THE DEVELOPER.

MEMO

RECEIVED from the within-named Developer the within-mentioned sum of Rs.10,00,000/- (Rupees Ten Lakhs) only subject to the forfeited amount at the time of execution and registration of this documents paid by the Developer for in the following manner:-

DATE	CHQ. NOS.	BANK/BRANCH	AMOUNT
30.04.2024 30.04.2024	000196 000197	UCO Bank, E.M. Bye PassDo-	Rs. 5,00,000.00. Rs. 5,00,000.00. Rs. 10,00,000.00

(Rupees Ten Lakhs) only.

WITNESSES :-

1. Kolyan Mr. Bayur Adv

2. Toyalulahaha

Alipore Palice Coult Kol-27. Drafted by me:

Sulapa Chowdhury

SIGNATURE OF THE OWNERS.

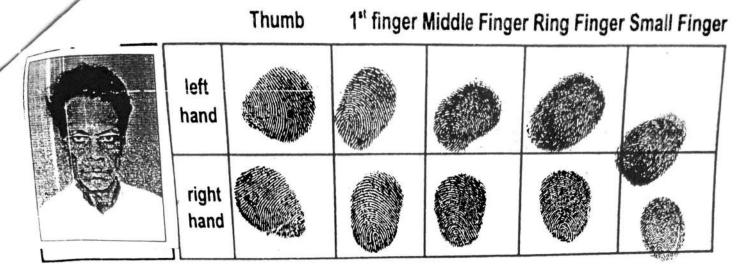
(KALYAN KR. BASU)

Advocate

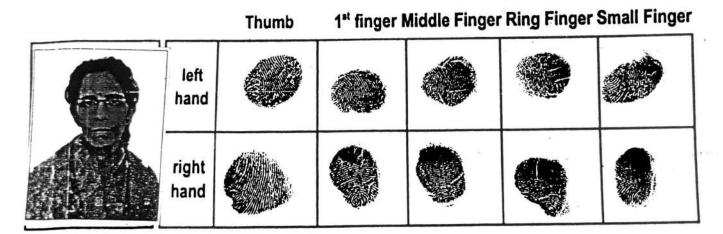
Alipore Judges' Court,

Kolkata-700 027. wal 880/03

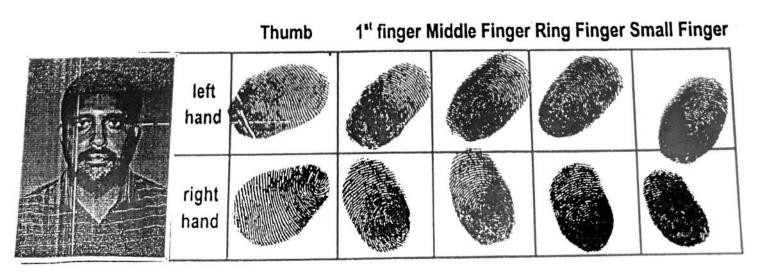
Jayanta Sinha, Jayanta Sinha.



Name PARTHA MITRA Signature Rusta Mon



Name SUTAPA CHOWDHURY Signature Sulapa Choundary



Name PEBASHIS SARKAR Signature Debashis Jakor

pirectorate of Registration & Stamp Revenue

GRIPS eChallan







GRN Details

GRN Date:

GRN: 192024250031275808

29/04/2024 14:31:24

Payment Mode:

SBI Epay

Bank/Gateway:

SBIePay Payment

Gateway

BRN:

9535405982523

BRN Date:

29/04/2024 14:31:52

Gateway Ref ID:

IGAREQYLA1

Method:

State Bank of India NB

GRIPS Payment ID: Payment Status:

290420242003127579

Payment Init. Date:

29/04/2024 14:31:24 2000920085/1/2024

Successful

Payment Ref. No:

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

Mr DEBASHIS SARKAR

Address:

SATYAJIT KANAN, MUKUNDAPUR, PIN 700099

Mobile:

9830236152

Period From (dd/mm/yyyy): 29/04/2024

Period To (dd/mm/yyyy):

29/04/2024

Payment Ref ID:

2000920085/1/2024

Dept Ref ID/DRN:

2000920085/1/2024

Payment Details

RIENT.	Payment Rei Mr.		Head of MC	vincount (K)
		TESCHOLIVIA duty	0030-02-103-003-02	9521
1	2000920085/1/2024	Property Registration-Stamp duty Property Registration-Registration Fees		10021
2	2000920085/1/2024	Property Registration-Registration reco	Total	19542

NINETEEN THOUSAND FIVE HUNDRED FORTY TWO ONLY. IN WORDS:



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary





GRIPS Payment Detail

290420242003127579

Total Amount:

GRIPS Payment ID:

19542

Bank/Gateway:

BRN:

SBI EPay 9535405982523

Payment Status:

Successful

Payment Init. Date:

No of GRN:

Payment Mode:

BRN Date:

Payment Init. From:

29/04/2024 14:31:24

SBI Epay

29/04/2024 14:31:52 Department Portal

Depositor Details

Depositor's Name:

Mr DEBASHIS SARKAR

9830236152

Mobile:

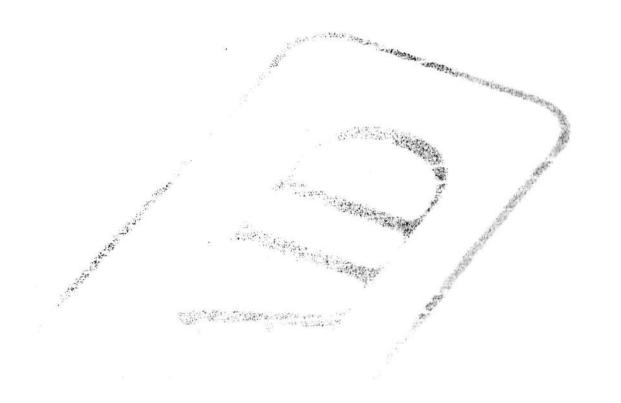
192024250031275808	Total	19542
	Directorate of Registration & Stamp Revenue	19542
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Payment(GRN) Details	A service of the serv	CAR THE REPORT OF THE PARTY OF

Total

NINETEEN THOUSAND FIVE HUNDRED FORTY TWO ONLY.

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

pages below.





Government of West Bengal GRIPS 2.0 Acknowledgement Receipt **Payment Summary**





GRIPS Payment Detail

290420242003127579

Payment Init. Date:

29/04/2024 14:31:24

Total Amount:

GRIPS Payment ID:

19542

No of GRN:

SBI EPay

Bank/Gateway:

BRN:

9535405982523

Payment Mode:

BRN Date:

SBI Epay 29/04/2024 14:31:52

Payment Status:

Successful

Payment Init. From:

Department Portal

Depositor Details

Depositor's Name:

Mr DEBASHIS SARKAR

Mobile:

9830236152

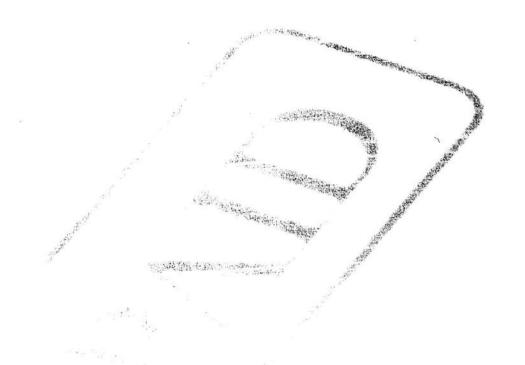
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A ALVANDAN	- 1 Sept. 11.11	- Table 1.00	- Charles Shifted	divide district

Payment (GRN) Details		
CIDN:	i Depariment	:Amount (₹)
SLNO, U	Directorate of Registration & Stamp Revenue	19542
1 192024250031275808		19542
	Total	

NINETEEN THOUSAND FIVE HUNDRED FORTY TWO ONLY.

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

pages below.





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





	in the mit !
CDATO	taile
GRN De	Land
	2.42.2 (基金)

GRN:

BRN:

192024250031275808

GRN Date:

29/04/2024 14:31:24

Gateway Ref ID:

GRIPS Payment ID:

Payment Status:

9535405982523

IGAREQYLA1

290420242003127579

Successful

Payment Mode:

Bank/Gateway:

BRN Date:

Method:

Payment Init. Date:

Payment Ref. No:

SBI Epay

SBIePay Payment

Gateway

29/04/2024 14:31:52

State Bank of India NB

29/04/2024 14:31:24

2000920085/1/2024

[Query No/*/Query Year]

Depositor's Name:

Mr DEBASHIS SARKAR

Address:

SATYAJIT KANAN, MUKUNDAPUR, PIN 700099

Mobile:

9830236152

Period From (dd/mm/yyyy): 29/04/2024

Period To (dd/mm/yyyy):

29/04/2024

Payment Ref ID:

2000920085/1/2024

Dept Ref ID/DRN:

2000920085/1/2024

Payment Details

Property Registration-Stamp duty 0030-02-103-003-02 9521	2	2000920085/1/2024	Property Registration-Registration	Total	19542
Property Registration-Stamp duty 0030-02-103-003			Property Registration-Registration Fees	0030-03-104-001-16	10021
			Property Pegistration-Stamp duty	0030-02-103-003-02	9521

IN WORDS:

NINETEEN THOUSAND FIVE HUNDRED FORTY TWO ONLY.

Major Information of the Deed

Query Date	1602-2000920085/2024 12/04/2024 6:16:59 PM	Office where deed is registered	
Applicant Name, Address & Other Details	KALYAN KUMAR BASU	D.S.RI I SOUTH 24-PARGANAS, District: South 24-Parganas	
Transaction	BENGAL, PIN - 700027, Mobile N	a : Alipore, District : South 24-Parganas, WEST lo. : 9830236152, Status :Advocate	
The state of the s		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]	
Set Forth value	A Committee of the Comm	Market Value	
0		Rs. 79,98,752/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 10,021/- (Article:48(g))		Rs. 10,053/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only)	from the applicant for issuing the assement slip.(Urban	

Land Details:

District: South 24-Parganas, P.S.- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Lake East 1st to 8th Road, , Premises No. 29, , Ward No. 103 Pin Code : 70075

Sch No	Plot Number	Khatlan Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		3 Katha	,	67,50,002/-	Width of Approach Road: 16 Ft
i . i	Grand	Total:			4.95Dec	0 /-	67,50,002 /-	The state of the s

Structure Details:

14/05/2024 O.....

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2000 Sq Ft.	0/-		Structure Type: Structure

Gr. Floor, Area of floor: 1000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 1000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete

Total:	2000 sq ft	0 /-	12,48,750 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger p	rint and Signatur					
1	Name	Photo 15	Finger Print	Signature			
A 4	Shri PARTHA MITRA Son of Late HIRANMAY MITRA Executed by: Self, Date of Execution: 30/04/2024 , Admitted by: Self, Date of Admission: 30/04/2024 ,Place : Office		Captured	per mi			
	100	30/04/2024	LTI 30/04/2024	30/04/2024			
	District:-South 24-Parganas, West Bengal, India, PIN:- 700075 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX5, PAN No.:: BBxxxxxx0N, Aadhaar No: 75xxxxxxxx4015, Status:Individual, Executed by: Self, Date of Execution: 30/04/2024, Admitted by: Self, Date of Admission: 30/04/2024, Place: Office						
	Smt SUTAPA CHOWDHURY Wife of Shri SAILAZ CHOWDHURY Executed by: Self, Date of Execution: 30/04/2024 , Admitted by: Self, Date of Admission: 30/04/2024 ,Place : Office		Captured	J			
		30/04/2024	LTI 30/04/2024				
	ROHINI CO OPERATIVE HOUSING SOCIETY, FLAT 1/6, 369, PURBACHAL KALITALA ROAD, City:-, P.O:- HALTU, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX5, PAN No.:: AMxxxxxx7C, Aadhaar No: 87xxxxxxxx7925, Status:Individual, Executed by: Self, Date of Execution: 30/04/2024, Admitted by: Self, Date of Admission: 30/04/2024, Place: Office						

Developer Details:

Dev	reloper Details .	11. 12. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.
SI No	Name,Address,Photo,Finger print and Signature	
1	RASTRI CONSTRUCTION 63, SATYAJIT KANAN, City:-, P.O:- MUKUNDAPUR, P.S:-P Bengal, India, PIN:- 700099, State Government Office, Aadh. Executed by: Representative	urba Jadabpur, District:-South 24-Parganas, West aar No Not Provided by UIDAI, Status :Organization,

Representative Details:

SI No	Name, Address, Photo, Finger print and Signature Name: Photo Finger Print Signature				
1					
	Shri DEBASHIS SARKAR (Presentant) Son of Late KALIPADA SARKAR Date of Execution - 30/04/2024, Admitted by: Self, Date of Admission: 30/04/2024, Place of Admission of Execution: Office		Captured	Signature Solar Ana	
		Apr 30 2024 1:16PM	LTI 30/04/2024	30/04/2024	
	63, SATYAJIT KANAN, City:-, P.O:- MUKUNDAPUR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8, PAN No.:: BKxxxxxx8M, Aadhaar No: 88xxxxxxxx2522 Status: Representative, Representative of: RASTRI CONSTRUCTION (as PROPRIETOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr KALYAN KUMAR BASU Son of Late NITAI KUMAR BASU ALIPORE POLICE COURT, City:-, P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027		Captured	S=
·	30/04/2024	30/04/2024	30/04/2024 EBASHIS SARKAR

Trans	fer of property for L1	
	From	To. with area (Name-Area)
31.140	Shri PARTHA MITRA	RASTRI CONSTRUCTION-2.475 Dec
		RASTRI CONSTRUCTION-2.475 Dec
2	Smt SUTAPA CHOWDHURY	
Trans	fer of property for S1	T (Namo Area)
SI.No From		10. Willi alea (Name-Alea)
31.140	Shri PARTHA MITRA	RASTRI CONSTRUCTION-1000.00000000 Sq Ft
		RASTRI CONSTRUCTION-1000.00000000 Sq Ft
2	Smt SUTAPA CHOWDHURY	RASTRICONOTIO

Endorsement For Deed Number: I - 160206203 / 2024

On 30-04-2024

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

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

Presented for registration at 12:06 hrs on 30-04-2024, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by Shri DEBASHIS SARKAR ...

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 79.98.752/-

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

Execution is admitted on 30/04/2024 by 1. Shri PARTHA MITRA, Son of Late HIRANMAY MITRA, 30, LAKE EAST 3RD ROAD, SANTOSHPUR, P.O: SANTOSHPUR, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Others, 2. Smt SUTAPA CHOWDHURY, Wife of Shri SAILAZ CHOWDHURY, ROHINI CO OPERATIVE HOUSING SOCIETY, FLAT 1/6, 369, PURBACHAL KALITALA ROAD, P.O. HALTU, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession House wife

Indetified by Mr KALYAN KUMAR BASU, , , Son of Late NITAI KUMAR BASU, 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 (Linder Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 30-04-2024 by Shri DEBASHIS SARKAR, PROPRIETOR, RASTRI CONSTRUCTION (Sole Proprietoship), 63, SATYAJIT KANAN, City:-, P.O:- MUKUNDAPUR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099

indetified by Mr KALYAN KUMAR BASU, , , Son of Late NITAI KUMAR BASU, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,053.00/- (B = Rs 10,000.00/-,E = Rs 21 00/-, H = Rs 28.00/-, M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 10,021/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/04/2024 2:31PM with Govt. Ref. No: 192024250031275808 on 29-04-2024, Amount Rs: 10,021/-, Bank: SBI EPay (SBIePay), Ref. No. 9535405982523 on 29-04-2024, Head of Account 0030-03-104-001-16

Payment of Stamp.Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 500 00/-, by online = Rs 9,521/-

Description of Stamp

Stamp Type: Impressed, Serial no 592738, Amount: Rs.500.00/-, Date of Purchase: 29/04/2024, Vendor name: T K

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Cline on 29/04/2024 2:31PM with Govt. Ref. No: 192024250031275808 on 29-04-2024, Amount Rs: 9,521/-, Bank: SRI EPay (SBIePay), Ref. No. 9535405982523 on 29-04-2024, Head of Account 0030-02-103-003-02

Suman Basu DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. -I I SOUTH 24-**PARGANAS**

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2024, Page from 219872 to 219903 being No 160206203 for the year 2024.



Digitally signed by Suman Basu Date: 2024.05.14 11:30:34 +05:30 Reason: Digital Signing of Deed.

(Suman Basu) 14/05/2024
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS
West Bengal.