I-17258/22



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

AM 622341

Certified that the document is admir. registrati. n. The erg. woure sheets a the endrace mental. Is stiget and with the document . . . tof this cocument.

> District Sub-Register-It Alipore, South 24-pargan

> > NOV 2022

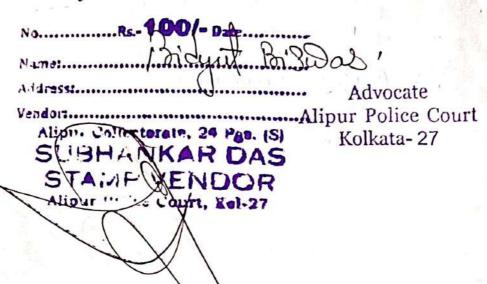
DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the Widay of Nevember in

the year Two Thousand and Twenty Two (2022) BETWEEN

Dipalika Das Arishek Don.

Santasima Enterprise
Sambhu nath Dus





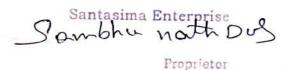
DISTRICT SUB REGISTRAR-III SOUTH 24 PGS., ALIPORE

Super revehorerabors.
870 Late Ajrit- krehessaber
2057 Bistan Pally P.O Jen.
Kwsy

3 (three) Cottahs 09 (nine) Chittaks 08 (eight) Sq.ft., being Lot - B, TOGETHER WITH brick built Tile Shed Structure, having an area more or less 210 Sq.ft. with cemented floor finished now standing thereon, lying and situated at Mouza - Brahmapur, J.L. No. 48, R.S. No. 168, Pargana - Magura, District Collectorate Touzi No. 14, comprised in R.S. Khatian No. 101, appertaining to R.S. Dag No. 1166, under Police Station - Regent Park now Bansdroni, being KMC Premises No. 40, Panchanantala, Kolkata - 700096, within the limits of Ward No. 111 vide KMC Assessee No. 31-111-16-0040-9 of the Kolkata Municipal Corporation, in the District South 24 Parganas.

AND WHEREAS since ever got the land said 1. SRI AVISHEK DAS, son of Late Badal Chandra Das, and 2. SMT. DIPALIKA DAS, wife of Late Badal Chandra Das, both of B-42, Brahmapur South End, P.O. Brahmapur, Police Station - Regent Park now Bansdroni, Kolkata - 700096, in the District South 24 Parganas, being the Present Land Owners herein while jointly seized and possessed of the same duly recorded their names in the records of B.L. & L.R.O. and finally, fully and absolutely published their names in the records of rights under L.R. Khatian Nos. 2991 (Avishek Das) and 2990 (Dipalika Das) in respect of the said land.

Dipolika Das Arishek Das.



1. SRI AVISHEK DAS, having his PAN - ASSPD8002H, Aadhaar No. 9975 8672 5772, son of Late Badal Chandra Das, by Occuption - Service and 2. SMT. DIPALIKA DAS, having her PAN - ATVPD2222M, Aadhaar No. 6405 1635 6719, wife of Late Badal Chandra Das, by Occupation - Household work, both by Faith - Hindu, by Nationality - Indian, both are residing at B-42, Brahmapur South End, P.O. Brahmapur, Police Station - Regent Park now Bansdroni, Kolkata - 700096, in the District South 24 Parganas, hereinafter called and referred to as the OWNERS/FIRST PARTY (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, administrators, legal representatives and assigns) of the ONE PART.

AND

M/S. SANTASIMA ENTERPRISE a Proprietorship Firm, having its office at Vill. Boral Bhattacharjee Para, P.O. Boral, P.S. Sonarpur, District South 24 Parganas, Pin Code - 700153, being represented by it's Proprietor namely SRI SAMBHU NATH DAS, son of Sri Satyandra Nath Das, having his PAN - AVUPD7506K, Aadhaar No. 2968 6864 7052, by Religion - Hindu, by Nationality

Dipalika Das Arishek Dos.

Samble noth Dis

- Indian, by Occupation - Business, residing at Bhattacharjee Para (Colony), Village & P.O. - Boral, P.S. Sonarpur, Kolkata - 700154, in the District South 24 Parganas, hereinafter known and referred to as the **DEVELOPER/SECOND PARTY** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include the successor-in-office and assigns) of the **OTHER PART**.

WHEREAS One Ram Chandra Das, son of Late Khagendra Nath Das of Brahmapur, Sastitala, Kolkata seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring more or less 7 Cottahs 01 Chittak 00 Sq.ft., lying and situated at Mouza - Brahmapur, J.L. No. 48, R.S. No. 168, Pargana - Magura, District Collectorate Touzi No. 14, comprised in R.S. Khatian No. 101, appertaining to R.S. Dag No. 1166, under Police Station - Regent Park now Bansdroni, within the limits of Ward No. 111 of the Kolkata Municipal Corporation, in the District South 24 Parganas, by virtue of a registered Deed of Partition, dated - 24.06.1966, duly registered in the office of Sub-Registrar at Alipore, South 24 Parganas, recorded in Book No.I, Volume No. 91, Pages from 260 to 262,

Dipalika Das Shishek Dar.

Samble noth Dos

Being No.5124 for the year 1966 and accordingly the said Ram Chandra Das, son of Late Khagendra Nath Das of Brahmapur, Sastitala, Kolkata seized and possessed of the said land by paying rents and taxes to the competent authority without any lets or hindrances.

AND WHEREAS said Ram Chandra Das, son of Late Khagendra Nath Das of Brahmapur, Sastitala, Kolkata while seized and possessed of the said land due to urgent need of money sold, transferred, conveyed, assigned and assured of ALL THAT piece and parcel of land measuring more or less 7 Cottahs 01 Chittak 00 Sq.ft., lying and situated at Mouza - Brahmapur, J.L. No. 48, R.S. No. 168, Pargana - Magura, District Collectorate Touzi No. 14, comprised in R.S. Khatian No. 101, appertaining to R.S. Dag No. 1166, under Police Station - Regent Park now Bansdroni, within the limits of Ward No. 111 of the Kolkata Municipal Corporation, in the District South 24 Parganas, unto and in favour Badal Chandra Das, since deceased, by virtue of a registered Deed of Conveyance, dated - 03.02.1978, duly registered in the office of District Sub-Registrar at Alipore, South

Dipalika Das Aistek Das.

Santasima Enterprise
Sambhu noth Das

Proprietor

24 Paranas and recorded in Book No.I, Volume No. 34, Pages from 161 to 164, Being No. 529 for the year 1978.

AND WHEREAS since ever date of purchase the land said Badal Chandra Das while seized and possessed of the said land died intestate on 28.10.2009 leaving behind his wife namely Smt. Dipalika Das and two sons namely 1. Avishek Das and 2. Aniket Das, as his only surviving legal heirs to inherit the said land under the provision of the Hindu Succession Act., 1956, then in force and each having got undivided 1/3rd respective share of the entire land.

AND WHEREAS after demise of the said Badal Chandra Das his surviving legal heirs namely 1. Smt. Dipalika Das, 2. Avishek Das and 3. Aniket Das jointly entitled to the said land and accordingly they jointly mutated their names in the records of the Kolkata Municipal Corporation and property known and numbered as KMC Premises No. 40, Panchanantala, P.S. Regent Park now Bansdroni, Kolkata - 700096 and they have paying corporation taxes in their joint names in the records of KMC Assessee No. 31-111-16-0040-9.

AND WHEREAS after demise of the said Badal Chandra
Das his surviving legal heirs namely 1. Smt. Dipalika Das,
2. Avishek Das and 3. Aniket Das while jointly seized and

Dipalika Das Arishek Don.

Santasima Enterprise

possessed of the said land through a registered L.B.S. divided into two separate Parts being Lot- A, having an area more or less 3 Cottahs 07 Chittaks 37 Sq.ft. and Lot - B having an area more or less 3 Cottahs 09 Chittaks 08 Sq.ft. and they are jointly constructed one single storied building, having covered area more or less 760 Sq.ft. over the said Lot-A landed property and constructed brick built Tile Shed Structure, having an area more or less 210 Sq.ft. with cemented floor finished over the said Lot-B landed property at their own costs, expenses and efforts.

and possessed of his respective 1/3rd share of the entire land with brick built kuntcha structure, in consideration for love and affection gifted, transferred and conveyed of ALL THAT piece and parcel of undivided 1/3rd respective share of land measuring more or less 1 Cottah 03 Chittaks 1.66 Sq.ft. corresponding to 856.66 Sq.ft. out of 3 Cottahs 09 Chittaks 08 Sq.ft., being Lot - B, together with brick built Tile Shed Structure, having an area more or less 70 Sq.ft. out of 210 Sq.ft. with cemented floor finished now standing thereon, lying and situated at Mouza - Brahmapur, J.L. No. 48, R.S. No. 168, Pargana - Magura, District Collectorate Touzi No. 14, comprised in R.S. Khatian No. 101, appertaining to R.S. Dag No. 1166, under

Dipalika Das Arishek Don.

Sambha north Do

Police Station - Regent Park now Bansdroni, being KMC Premises No. 40, Panchanantala, Kolkata - 700096, within the limits of Ward No. 111 vide KMC Assessee No. 31-111-16-0040-9 of the Kolkata Municipal Corporation, in the District South 24 Parganas, unto and in favour of his mother and brother namely 1. SRI AVISHEK DAS, son of Late Badal Chandra Das, and 2. SMT. DIPALIKA DAS, wife of Late Badal Chandra Das, both of B-42, Brahmapur South End, P.O. Brahmapur, Police Station - Regent Park now Bansdroni, Kolkata - 700096, in the District South 24 Parganas, being the Present Land Owners herein, by virtue of a registered Deed of Gift, dated - 06.03.2018, duly registered in the office of D.S.R. - I at Alipore, South 24 Parganas, recorded in Book No.I, Volume No. 1601-2018, Pages from 26117 to 26144, Being No. 160100721 for the year 2018.

AND WHEREAS in pursuance to the above by virtue of the above mentioned registered Deed of Gift said 1. SRI AVISHEK DAS, son of Late Badal Chandra Das, and 2. SMT. DIPALIKA DAS, wife of Late Badal Chandra Das, both of B-42, Brahmapur South End, P.O. Brahmapur, Police Station - Regent Park now Bansdroni, Kolkata - 700096, in the District South 24 Parganas, being the Present Land Owners herein jointly became the absolute lawful owners of ALL THAT piece and parcel of land measuring more or less

Dipalika Das Arishek Das.

Santasima Enterprise

AND WHEREAS after recorded their names the said 1. SRI AVISHEK DAS, son of Late Badal Chandra Das, and 2. SMT. DIPALIKA DAS, wife of Late Badal Chandra Das, both of B-42, Brahmapur South End, P.O. Brahmapur, Police Station - Regent Park now Bansdroni, Kolkata - 700096, in the District South 24 Parganas, being the Present Land Owners herein duly conversion the aforesaid landed property Bagan to Bastu before the Office of the Block Land and Land Reforms Officer, Additional Thakurpukur, Metiabruz, South 24 Parganas, vide Memo Nos. 17/1486/Con Certificate/BLLRO/S-24Pgs./2020 & 17/1487/ Con Certificate/BLLRO/S-24Pgs./2020, dated 14.08.2020 and to that effect the Office of the said Block Land and Land Reforms Officer, Additional Thakurpukur, Metiabruz, South 24 Parganas has been changed the classification of the said landed property Bagan to Bastu.

AND WHEREAS in pursuance to the above the said 1. SRI AVISHEK DAS, son of Late Badal Chandra Das, and 2. SMT. DIPALIKA DAS, wife of Late Badal Chandra Das, both of B-42, Brahmapur South End, P.O. Brahmapur, Police Station - Regent Park now Bansdroni, Kolkata - 700096, in the District South 24 Parganas, being the Present Land Owners herein jointly became the absolute lawful owners of ALL THAT piece and parcel of Bastu land measuring more or less 3 (three) Cottahs 09 (nine) Chittaks Dipalika Das Arishek Doz

Santasima Enterpris

08 (eight) Sq.ft., being Lot - B, TOGETHER WITH brick built Tile Shed Structure, having an area more or less 210 Sq.ft. with cemented floor finished now standing thereon, lying and situated at Mouza - Brahmapur, J.L. No. 48, R.S. No. 168, Pargana - Magura, District Collectorate Touzi No. 14, comprised in R.S. Khatian No. 101 corresponding to L.R. Khatian Nos. 2991 and 2990, appertaining to R.S. & L.R. Dag No. 1166, under Police Station - Regent Park now Bansdroni, being KMC Premises No. 40, Panchanantala, Kolkata - 700096, within the limits of Ward No. 111 vide KMC Assessee No. 31-111-16-0040-9 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. at Alipore and D.S.R. at Alipore and accordingly the Present Land Owners duly mutated their names in the records of KMC and they have been paying KMC taxes in their names in the records of KMC Assessee No. 31-111-16-0040-9.

AND WHEREAS with a view to develop the Schedule property and to erect multistoried building therein the Owners invited the Developer to undertake the charge of such development and/or constructional work over the land as described in the Schedule below, free from all encumbrances.

AND WHEREAS the Developer herein, who has earned Dipolika Day
Shu nath Du

sufficient goodwill in the field of development of the land and construction of the building, being agreed with the said proposal of Owners and agreed to undertake the charge of such constructional work and/or development works of the land as described in the Schedule below.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-ARTICLE: I

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

SAID PROPERTY: shall always mean ALL THAT piece and parcel of Bastu land measuring more or less 3 (three) Cottahs 09 (nine) Chittaks 08 (eight) Sq.ft., being Lot - B, TOGETHER WITH brick built Tile Shed Structure, having an area more or less 210 Sq.ft. with cemented floor finished now standing thereon, lying and situated at Mouza - Brahmapur, J.L. No. 48, R.S. No. 168, Pargana - Magura, District Collectorate Touzi No. 14, comprised in R.S. Khatian No. 101 corresponding to L.R. Khatian Nos. 2991 and 2990, appertaining to R.S. & L.R. Dag No. 1166, under Police Station - Regent Park now

Santasima Enterprise
Sambhu north DJ

Proprietor

Dipalika Don Aishek Don.

Bansdroni, being KMC Premises No. 40, Panchanantala, Kolkata - 700096, within the limits of Ward No. 111 vide KMC Assessee No. 31-111-16-0040-9 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. at Alipore and D.S.R. at Alipore, as described in the Schedule below.

PROPOSED BUILDING MEANS: the proposed G+III storied building to be constructed over the land as described in the Schedule below.

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, inclusive user of bath and privy with all modern amenities and facilities to use and enjoy the same exclusively and without any interruption from others, alongwith free access and right to ingress and egress to and from the main entrance and public Road.

PLAN OR MAP SHALL MEAN: the building plan to be duly sanctioned by the Kolkata Municipal Corporation in respect of the proposed building/buildings and shall include all such modification or alteration as may be made by the developer from time to time as and when required.

Dipalika Dan Anblek Dan.

Sambhu noth Du

OWNERS MEANS: 1. <u>SRI AVISHEK DAS</u>, son of Late Badal Chandra Das, by Occuption - Service and 2. <u>SMT. DIPALIKA DAS</u>, wife of Late Badal Chandra Das, by Occupation - Household work, both by Faith - Hindu, by Nationality - Indian, both are residing at B-42, Brahmapur South End, P.O. Brahmapur, Police Station - Regent Park now Bansdroni, Kolkata - 700096, in the District South 24 Parganas.

Proprietorship Firm, having its office at Vill. Boral Bhattacharjee Para, P.O. Boral, P.S. Sonarpur, District South 24 Parganas, Pin Code - 700153, being represented by it's Proprietor namely **SRI SAMBHU NATH DAS,** son of Sri Satyandra Nath Das, by Religion - Hindu, by Nationality - Indian, by Occupation - Business, residing at Bhattacharjee Para (Colony), Village & P.O. - Boral, P.S. Sonarpur, Kolkata - 700154, in the District South 24 Parganas.

ARCHITECT: shall mean any qualified person or persons of firm or firms of LBS appointed or nominated by the Developer as the architect of the building/buildings to be constructed upon the said property.

SPECIFICATION AND AMENITIES: materials and

Dipolika Das Aishek Don.

Santasima Enterpi

Proprieto:

SPECIFICATION AND AMENITIES: materials and specifications as is recommended by the Architect for the construction of the building amenities means - All fittings as described in the Annexure - I hereinbelow and will be provided by the Developer in those flats.

COMMON / SERVICE AREA SHALL MEAN

- Stair Case on all floors.
- Staircase landings on all floors.
- iii. Common passage on the ground floor;
- iv. Water pump, water tanks, reservoir, water pipes septic tank, all rainwater pipes and all other common plumbing installations and sanitary installations.
- v. Common electrical wiring, fittings and fixtures generators (excluding those as is installed for any particular unit);
 - vi. Drainage and sewerage;
 - 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

Dipalika Das Ainhek Dor.

Santasima Enterpris Sambhu noth of the said units in common and as may be specified and/or terrace and areas;

Roof on the top floor; ix.

OWNER'S ALLOCATION: shall mean:

The Owners shall get Entire Second Floor Flat and One 2BHK Flat (50% of Third Floor) on the Third Floor, in the Back side along with One Car Parking Space, having an area more or less 135 Sq.ft. on the Ground Floor of the Proposed G+III storied building, as per sanction building plan, sanction by the Kolkata Municipal Corporation.

The Developer further shall pay a sum of Rs.2,50,000/-(Rupees Two Lakhs Fifty Thousand) Only towards non refundable amount in favour of Land Owners herein in respect of the proposed building in the following manner:-

Date of Execution of this Agreement Rs. 75,000/-

After completion of Second Floor Rs.87,500/-

Roof Casting

After completion of Third Floor Rs.87,500/-

Roof Casting

Total 2,50,000/-

TAX LIABILITY: the Owners shall not be liable to pay any tax liability in respect of selling the flats under developer allocation.

Dipolika Das Arishek Don.

INSPECTION OF THE CONSTRUCTION: the Owners 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, failing which the Owners shall take legal steps against the developer.

CONFIRMING PARTY: the developer shall be confirming party in sale deed and agreement for sale in respect of the flat under Owner's Allocation.

DELIVERY OF THE XEROX COPY: the developer shall deliver Xerox copy of the Registered Sale Deed in respect of the developer's allocated flats to the Owners at time of registration of the said deeds.

RESERVED PORTION SHALL MEAN: owner's allocation.

DEVELOPER'S ALLOCATION: shall mean the remaining Flats in the different Floor along with Car Parking Spaces on the Ground Floor as well as Other Spaces of the proposed G+III storied building, as per sanction plan to be sanctioned by the Kolkata Municipal Corporation save and except Owners' allocation.

INTENDING BUYERS SHALL MEAN: all the persons firm, organisations who is interested to purchase any flat/flats, and

Dipalika Dan Arishek Don.

Sambhu nath De

Prumprietor

spaces and any other spaces of the said building particularly from the developer's allocation.

UNAVOIDABLE CIRCUMSTANCES SHALL MEAN: natural calamities earthquake, civil disorder, political unrest by which the construction work of the proposed building may be disturbed, stopped or suspended for a period of maximum 6 (six) months towards considerable time.

AREA OF A FLAT MEANS: the built-up area of a flat and also 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 in the said building provided the developer fulfill the following obligations towards the land Owners.

a. That the developer will construct the proposed building upon the said property strictly as per the building plan to be duly sanctioned by the Kolkata Municipal Corporation and sanctioned revised plan from time to time.

Dipalika Dan

Santasima Enterprise

- b. That the developer shall have to maintain the proper sizes/ specification as per building plan and also as per advice of the Architect and owner's allocation.
- c. That the developer shall have to appoint a professional civil Engineer or LBS or firm as Architect to supervise the construction of the building/buildings.
- d. That Developer shall complete the building over the land as described in the Schedule below within a period of 24 (twenty four) months from the obtaining sanction plan, duly sanction by KMC.
- e. That the entire cost and expenses for the construction of the building will be borne exclusively by the Developer and the developer shall have no claim or demand in any part of the said expenses from the land Owners. The land Owners shall pay nothing in the matter of such constructional and/or development works on the landed property as described in the Schedule "A".
- f. That on completion of the building in question in terms of the sanctioned building plan to be sanctioned by the Kolkata Municipal Corporation the developer shall handover the owner's allocation to the Owners on first priority of physical possession before handing over any

Dipalika Don Arishek Don.

Santasima Proprietor

physical possession to any other buyer for the flats "belongs to Developer Portion".

- g. That the delivery of physical possession of owner's allocation in the proposed building in favour of the land Owners will be made by the 2nd Party/Developer herein within next 24 (twenty four) months from the obtaining sanction plan, duly sanction by KMC.
- h. The developer shall pay the Municipal Taxes and electricity bills from the date of taking possession of the Premises till the date of delivery of possession of the owner's allocated area of the building.
- i. The developer should abide by all the laws by laws and regulations of the government, local bodies as the case may be and shall be attend to answer and responsible for any deviation, violation and/or breach of any laws, by-laws, rules and regulations.
- j. That the developer shall have no right or shall not be entitled to sale transfer and/or otherwise encumbered the flats under the owner's allocation in any manner whatsoever.
- k. That the developer shall act as an independent contractor in construction of the building and undertake to keep the Dipalika Day

Lishek Don

Sambhu nathous

land Owners indemnified from time to time, all 3rd parties claims and actions arising out of any act of commission or accident such as loss of life of labours, mistries and allied natures of things of relating to the construction of the proposed building.

- The developer shall keep the owner's share harmless and indemnified in respect of any loss, damages, costs, claims, charges and proceedings that may arise in pursuance to the development of the said property.
- i. The developer shall be responsible for all claims or demand that may be made due to anything done by the developer during construction of proposed building including claims by the owner's of the adjoining properties for damages to their buildings or properties.
- ii. The developers shall be responsible for all claims and demands of the suppliers, contractors, workmen and agents of the developer on the account whatsoever including any accident or other loss.
- iii. The developer shall be responsible for any demand and/ or claim by flat Owners of the developer's area.

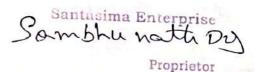
Dipalika Das

Sinhel Dos.

Santasima Enterprise
Sambhu natti DV

- iv. The developer shall be responsible for any action taken by the Corporation and/or any other authority for any illegal or faulty construction or otherwise of the building.
- That the developer, shall install, separate electric meter m. in the name of Owners at the proposed building for the flat under the developer's allocation. The meter installation charges and security deposit if any for the same will be borne by the developer. The developer shall install separate electric meters in the name of the Owners but the meter installation charges and necessary fees will be borne by the said Owners. Be it mentioned that if any transformer installation, if necessary, in respect of the said proposed building in that effect the Owners and intending buyer or buyers of the said proposed building shall have bound to pay extra expenses which is necessary for install the same as per West Bengal State Electricty Board which is fixed up by its rules and norms. Common electric meter shall install by the Developer herein.
 - n. That the Owners shall not be liable with regard to the nature of construction of the proposed building and also for any financial transaction with the Third parties.

Dipolika Das Aishek Dos.



o. That nothing herein contained shall be construed as a demise or an assignment or conveyance or as creating any right, title or interest in respect of the said premises in favour of the Developer other than an exclusive right to the Developer to do or refrain from doing the acts and things in terms hereof and to deal with the Developer's Alloction as the Developer shall think fit and proper for the beneficial of his firm and also for these project.

ARTICLE: III

RIGHTS AND PRIVILEGES OF THE DEVELOPER:

- a. That save and except those portion which shall be kept reserved for the land Owners, the developer shall be entitled to sell and/or transfer rest of the flats, 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 Owners shall have no right and/or liberty to interfere in those transaction made between the developer and the intending buyer/buyers in any manner whatsoever

Dipalika Dass Arishek Dos.

Sambhu noth Dy

and further the landowner shall not be entitled to claim the profit of the said venture or part thereof. Similarly Owners shall not be responsible for any kind of claim made to developer from any purchaser of Flats or any third person from developer's portion.

- That the developer shall have every right to disclaim and/ d. 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 involving the Owners.
 - That the developer shall be entitled to execute all or any sort of Agreement with any intending flat or space buyer/ e. 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 flat of the building particularly of developer's allocation after handing over the possession of the owner's allocation to him 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 itself and also on behalf

Dipalika Das Airhek Das.

Santasima Enterprise

of land Owners and for that purpose the land Owners will execute a rgistered General 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 under marketed impartible proportionate share of the entire land under schedule property in favour of the flat buyers and the land Owners will ratify in favour of the flat buyers and the land Owners will ratify and confirm all those acts and deeds and also those execution and registration of deeds and documents in favour of the intending buyers.

ARTICLE: IV

LAND OWNERS OBLIGATIONS AND PRIVILEGES:

absolute right, title and interest upon the said landed property and do hereby further declare that the said property morefully described in the Schedule below is free from all encumbrances, disputes, litigations and in the mean time he has nor received any notice and notices to the effect that he said land is affected by any scheme of the Government of West Bengal or of the Kolkata

Dipalika Das Linkk Las. Santasima Enterprise

Improvement Trust or The Kolkata Municipal Corporation or Kolkata Metropolitan Development Authority 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 is free from all encumbrances of the property, the developer herein has entered into this Agreement.

- b. That the land Owners shall at the time of execution of this presents deliver to the developer all the original such as Deed of Title, KMC Tax Bill, N.O.C. of Tax, Mutation Certificate /xerox copy such as Parcha, Chain Deed of documents regarding the title of the land and other allied papers and documents against proper receipts from the developer. Be it mentioned that if any time it is required to produce the original Parcha, Chain Deed in respect said landed property to show the competent authority in that event land Owners shall be bound to produce the same.
 - c. That the land Owners shall not be entitled interfere with the management of the construction of the proposed building and in the matter of transfer of the flats or spaces of the building to the intending buyer. But shall have

Dipalika Dos Aishek Dos. Santasima Enterprise
Sombhu noth Dul
Proprietor

absolute right & authorities to inspect the main structural part of the building as well as the construction of owners' portion for time to time and also get it checked by any Engineer or Specialised person and any defect or deviation would be removed 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 Owners shall execute a Registered Power of Attorney in favour of the developer empowering its administrator in office to do all acts and deeds, required for the purpose of construction of the proposed building and to sell, transfer any flat or flats or spaces of the building, out of developers allocation to any intending buyers, and further to execute and register the deed of transfer including in respect of the proportionate share of land in favour of the flat Owners.
- e. The land Owners shall have the right to sell, transfer, the flats under his allocation in favour of any persons or persons and to enjoy the consideration money thereof without having any interference in any manner whatsoever from the developer.

Dipalika Dar

Avishek Dan.

Santasima Enterprise

That Land Owners shall have vacate lawful khas possession f. of the said property after execution of this Development Agreement.

ARTICLE: V

CANCELLATION AND ARBITRATION:

- All communication in the form of letter, notice, a. correspondence from/to either of the parties will be made to the address given herein in this Agreement and will be communicated by postal services or personal peon services and letter, notice, served upon either of the parties by other.
- The Court within District South 24 Parganas have the b. jurisdiction to entertain and try all actions suits and proceedings arising out of this agreement, if any dispute arrises between the parties hereto.
- Both the parties do hereby undertake to cooperate with c. each other in all respect to materialise the said development project within the stipulated time of 24 (twenty four) months from the obtaining sanction plan, duly sanctioned by KMC.

Dipalika Das Avishek Das.

Santasima Enterprise
Sambha nothod

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO (Description of the Land)

ALL THAT piece and parcel of Bastu land measuring more or less 3 (three) Cottahs 09 (nine) Chittaks 08 (eight) Sq.ft., being Lot - B, TOGETHER WITH brick built Tile Shed Structure, having an area more or less 210 Sq.ft. with cemented floor finished now standing thereon, lying and situated at Mouza - Brahmapur, J.L. No. 48, R.S. No. 168, Pargana - Magura, District Collectorate Touzi No. 14, comprised in R.S. Khatian No. 101 corresponding to L.R. Khatian Nos. 2991 and 2990, appertaining to R.S. & L.R. Dag No. 1166, under Police Station -Regent Park now Bansdroni, being KMC Premises No. 40, Panchanantala, Kolkata - 700096, within the limits of Ward No. 111 vide KMC Assessee No. 31-111-16-0040-9 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. at Alipore and D.S.R. at Alipore, and the same is butted and bounded in the manner follows:-

Property of Lot "A" having land On the North:

measuring 3 Cottahs 07 Chittaks 37

Sq.ft. more or less with one Storied

building.

On the South:

Other's land.

On the East

3.0 Mtr. wide K.M.C. Road.

On the West

Other's land.

ANNEXURE

SPECIFICATION OF THE PROPOSED BUILDING

Structure

: The building shall have R.C.C. framed structure of isolated spread footing.

Structure will be designed by eminent Engineer/LBS and quality I.S.I. marked cement and steel will be used.

Brick work

: All exteriror brick work shall be 8" thick with bricks, all partition shall be 3" inch thick with bricks.

FLOOR FINISH SKIRING DADO ETC.

Plaster

: All walls shall be plastered with 1:6 cement mortar and ceiling with 1:4 cement mortar.

Flooring

: Rooms are of vitrified tiles and skirting upto

0.1 mtr. height.

Stair

: Stairs are of marble flooring and skirting upto

0.1mtr. height.

Toilet

: Vitrified tiles in W.C. and Toilet and skirting

upto 01. mtr. height.

Kitchen

: Cooking platforms - Bloack stone (6'x21'')
18'' steel sink and tiles on wall upto 4' ft.
above counter level, vitrified tiles on floor and

skirting upto 0.1 mtr. height.

Dipalika Das Avishek Don.

Santasima Enterprise
Sambhu nath Dos

DOOR & WINDOW :-

1. MAIN ENTRANCE DOOR

- i. Commercial flush door painted both sides and required thickness.
 - ii. Wooden door frame, salwood and speification as per plan.
 - iii. Doors will be fitted with bolts.

2. OTHER DOORS :-

- i. Commercial flush door of required thickness and painted.
- ii. Doors of the toilets and kitchen shall be P.V.C. door, both door will be provided by the P.V.C. Shutter.
 - iii. All doors will be fitted with bolts.

3. WINDOWS :-

Sliding aluminium windows with guard bar as per approved design of architect and painted both sides. All windows shall have tranlucent glass including box grill.

PAINTS AND COLOUR WASH :-

- 1. Internal Paints: Walls will be finished with wall putty in bed rooms, drawings, dinings, balcony, kitchen and toilets.
- 2. External walls: The entire building shall be painted with cement based good quality paint.

ELECTRICAL WORKS:-

All wirings will be with copper wire of proper gauge and concealed and should be I.S.I. marked.

1. Bed Rooms: Two Light Points, One Fan Point, Two 5

Amp. Plug Points, One 15 Amp. Point For A.C.

Santasima Enterprise

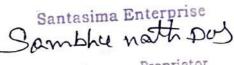
Sambhu nath Dal

- 2. Drawing/Dining: Three Light Points, Two Fan Points, Three 5 Amp. Plug Points.
- 3. Kitchen and Toilet :- One Light Point in each room, One 15 Amp. Plug Point at Kitchen and Toilet. One Point for Exhaust in each room.
 - 4. Balcony: One Light Point and one 5 Amp. Plug Pont.

The responsibility for installation of the main/common electric meter will be with the Developer i.e. The Second Party herein, but the cost of the same shall be proportionately share borne by the Occupiers/Purchasers/Land Owners.

SANTIARY AND PLUMBING FITTINGS :-

- 1. Toilets :-
- i. One European Type White Commode and One White Plastic Cistern.
- ii. Two White Wash Basin out of that One in Bathroom and Another one in Dining Hall.
 - iii. One Shower.
 - iv. Two Bibcok Taps, Commod Shower.
 - v. Geyser Point with Mixer Tap.
 - 2. W.C.:-
 - i. One European Type Commode with P.V.C. Cistern.
 - ii. Two Bibcocks.
 - 3. Kitchen: -
 - i. One 18" Kitchen Steel Sink.
 - ii. Two Bibcock Tap.



4. Balcony :-

Arishak Das.

i. Washing Machine Point and Tap.

WATER SUPPLY :-

- i. Overhead R.C.C. reservoir will be provided at tap of the last roof as per approved design.
- ii. Suitable electrical pumps with motar will be installed for round the clock water supply.

SEWERAGE AND DRAINAGE :-

Septic Tank of Suitable size, outlets from toilets shall be provided wherever necessary along with rain water drainage.

COMPOUND :-

Whole compound will be pabed and shall be bounded by proper boundary walls.

COMMON FACILITIES:-

The building will have overhead water tank, pump and underground water reservoir of required capacity, common stair case and roof with light points, septic tank etc. excluding the total car parking space and its toilet at ground floor (if any).

ADDITIONAL WORKS :-

In addition the above items if someone wanmts to provide additional items or wants to change the specifications of any item be allowed any after getting the permissions from the consutting engineer.

An estimate for the additional work or the changed item shall be supplied by the builder the clients has to pay the total amount in advance to carry out these additional changed items

and a separate agreement will be made on due course ima Enterprise

Dipoli Ka Day

Samble noth Del

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

WITNESS :-

1. Super les chipabet per fection ent kie 27

2. 占奶內 对分

1. Avishek Dos.

. 2. Dipalika Das

SIGNATURE OF THE OWNERS

Drafted by me :-

BIDYUT BISWAS |A 134 2013

Alipur Police Court, Kol-27

Santasima Enterprise
Sambhu north Dos

Proprietor

Advocate,

Alipore Police Court, Kolkata - 700 027. Computerised Printed by

Kuntal Mykherjee

SIGNATURE OF THE DEVELOPER

MEMO OF THE CONSIDERATION

RECEIVED sum of Rs.75,000/- (Rupees Seventy Five Thousand) Only by the Owners in terms of this agreement in presence of the following witnesses and in the following manners:-

- :: MEMO :: -

by way of Cheque vide No. 000407, dt. drawn on Bank of Baroda, Brahmapur Branch

75,000/-

Total Rs.75,000/-

(Rupees Seventy Five Thousand Only)

WITNESSES:

1) paper krehusabar ::
Hi por u fuli u eu
lai 27

2) GODON 37 ST

1. Arishek Don.

2. Dipalika Das

Name

Signature

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

Signature Dipolika Das

	<u> </u>	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
9,6	left hand					
	right hand					

16	J. 07N J. 442	1st Finger	Middle Finger	Ring Finger	Small Finger
eft and					
ight land					
	and	and ght	ght and	and ght and	and ght and

Signature Sambhe noth Dod





ভারত সরকার

Unique Identification Authority of India sion to tremme to

खानेकाद्रकेत करे जि./Enrollment No.: 1040/19982/05244

० रः ८ उपन कुमार राज्यकी E Tapan Kimar Chakrabony 2 205 A BIDWAY FALLI GARLA STREETELT Garia Scuth Twenty Four Perganas West Bangai 700064



আপনার আখার সংখ্যা/ Your Aadhaar No.:

7643 8248 3383

আধার - সাধারণ মানুষের অধিকার



मारत सरकार GOVERNMENT OF INDIA



ভূদৰ কুমার চেন্রতী Tapan Kumar Chakrabony Moi : aliae ana bosel Father : Alit KUMAR CHAKRASORTY 34 NA / Year of Burn : 1956

7643 8248 3383

আধার - সাধারণ মানুষের অধিকার

Major Information of the Deed

A80:	1-1603-17258/2022	Date of Registration	11/11/2022	
No I Year	1603-2003082756/2022			
Date	28/10/2022 3:32:03 PM	D.S.R III SOUTH 24-PARGANAS, District: South 24-Parganas		
Applicant Name, Address & Other Details	Tapan Kumar Chakraborty Alipore Police Court, Thana: Alip 700027, Mobile No.: 912389401	POTO Dietriat O	as, WEST BENGAL, PIN	
Transaction		Additional Transaction	Charles and the contract of th	
[0110] Sale, Development agreement	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Othe than Immovable Property, Receipt [Rs : 75,000		
Set Forth value	50°54年於13°560年期的1964年的60°56中国50°5	Market Value	ry, Receipt [Rs : 75,000/-	
Rs. 2/-		Rs. 32,72,952/-		
Stampduty Paid(SD)		Registration Fee Paid	Contract of the contract of th	
Rs. 7,021/- (Article:48(g))		Rs. 803/- (Article:E, E,		
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing	the assement slip.(Urbar	

Land Details:

District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Panchanantala, , Premises No: 40, , Ward No: 111 Pin Code : 700096

Sch No L1	Plot Number (RS :-)	Khatian Number	Proposed RC	OR Page of Land		Market Value (In Rs.)	Other Details
			Bastu	3 Katha 9 Chatak 8 Sq Ft	1/-	32,16,252/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road.
	Grand	Total:		5.8965Dec	1 /-	32,16,252 /-	I di la promissioni

Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
On Land L1		210 Sq Ft.	1/-	The state of the s	INCLUDING SECOND CO.
	Gr. Floor, Area of	floor : 210 Sn Et 1		56,700/-	Structure Type: Structure
	Gr. Floor, Area of Shed, Extent of Co	floor : 210 Sq Ft.,I ompletion: Compl			ge of Structure: 0Year, Roof Type: Ti

Lord Details:

Name Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
AVISHEK DAS Son of Late BADAL CHANDRA DAS Executed by: Self, Date of Execution: 11/11/2022 , Admitted by: Self, Date of Admission: 11/11/2022 ,Place : Office			Arishek Sar
	11/11/2022	LTI 11/11/2022	11/11/2022

B 42, BRAHMAPUR SOUTH END, City:-, P.O:- BRAHMAPUR, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700096 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ASxxxxxx2H, Aadhaar No: 99xxxxxxxx5772, Status:Individual, Executed by: Self, Date of Execution: 11/11/2022

, Admitted by: Self, Date of Admission: 11/11/2022 ,Place: Office

Name	Photo	Finger Print	Signature
DIPALIKA DAS Wife of Late BADAL CHANDRA DAS Executed by: Self, Date of Execution: 11/11/2022 , Admitted by: Self, Date of Admission: 11/11/2022 ,Place : Office			Dipalika Das
	11/11/2022	LTI 11/11/2022	11/11/2022

B 42 , BRAHMAPUR SOUTH END ,, City:- , P.O:- BRAHMAPUR, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700096 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ATxxxxxx2M, Aadhaar No: 64xxxxxxxx6719, Status:Individual, Executed by: Self, Date of Execution: 11/11/2022, Place: Office

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
	SANTASIMA ENTERPRISE VILL- BORAL BHATTACHARJEE PARA ,, City:- , P.O:- BORAL, P.S:-Sonarpur, District:-South 24-Parganas, Wes Bengal, India, PIN:- 700153 , PAN No.:: AVxxxxxx6K,Aadhaar No Not Provided by UIDAI, Status :Organization,

Details :

Name	Photo	Finger Print	Signature
AMBHU NATH DAS Presentant) On of SATYANDRA NATH DAS Pate of Execution - 1/11/2022, Admitted by: 1/11/2022, Place of Idmission of Execution: Office			Sandle north Des
	Nov 11 2022 3:31PM	LTI 11/11/2022	11/11/2022

BHATTACHARJEE PARA (COLONY) ,, City:- , P.O:- BORAL, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700154, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AVxxxxxx6K, Aadhaar No: 29xxxxxxxx7052 Status: Representative, Representative of: SANTASIMA ENTERPRISE (as PROPRIETOR)

Identifier Details:

Name	Photo	Finger Print	Signature
TAPAN KUMAR CHAKRABORTY Son of Late AJIT KUMAR CHAKRABORTY ALIPORE POLICE COURT ,, City:-, P.O:- ALIPORE, P.S:-Alipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700027			Lapon renchregan
	11/11/2022	11/11/2022	11/11/2022
Identifier Of AVISHEK DAS, DIPALI	KA DAS, SAMBHL	NATH DAS	14 F

Transf	er of property for L	
SI.No	From	To. with area (Name-Area)
1	AVISHEK DAS	SANTASIMA ENTERPRISE-2.94823 Dec
2	DIPALIKA DAS	SANTASIMA ENTERPRISE-2.94823 Dec
Trans	fer of property for S	1
SI.No	From	To. with area (Name-Area)
1	AVISHEK DAS	SANTASIMA ENTERPRISE-105.00000000 Sq Ft
2	DIPALIKA DAS	SANTASIMA ENTERPRISE-105.00000000 Sq Ft

Endorsement For Deed Number: 1 - 160317258 / 2022

11-11-2022

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

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

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

Presented for registration at 13:49 hrs on 11-11-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by SAMBHU NATH DAS ..

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 32,72,952/-

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

Execution is admitted on 11/11/2022 by 1. AVISHEK DAS, Son of Late BADAL CHANDRA DAS, B 42, BRAHMAPUR SOUTH END "P.O: BRAHMAPUR, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700096, by caste Hindu, by Profession Service, 2. DIPALIKA DAS, Wife of Late BADAL CHANDRA DAS, B 42, BRAHMAPUR SOUTH END "P.O: BRAHMAPUR, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700096, by caste Hindu, by Profession Others

Indetified by TAPAN KUMAR CHAKRABORTY, , , Son of Late AJIT KUMAR CHAKRABORTY, ALIPORE POLICE COURT ,, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

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

Execution is admitted on 11-11-2022 by SAMBHU NATH DAS, PROPRIETOR, SANTASIMA ENTERPRISE (Sole Proprietoship), VILL- BORAL BHATTACHARJEE PARA ,, City:- , P.O:- BORAL, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153

Indetified by TAPAN KUMAR CHAKRABORTY, , , Son of Late AJIT KUMAR CHAKRABORTY, ALIPORE POLICE COURT ,, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 803.00/- (B = Rs 750.00/-, 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 771/Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/11/2022 4:04PM with Govt. Ref. No: 192022230168255491 on 10-11-2022, Amount Rs: 771/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKV3604436 on 10-11-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 6,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 962, Amount: Rs.100.00/-, Date of Purchase: 11/11/2022, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/11/2022 4:04PM with Govt. Ref. No: 192022230168255491 on 10-11-2022, Amount Rs: 6,921/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKV3604436 on 10-11-2022, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1603-2022, Page from 559884 to 559925
being No 160317258 for the year 2022.



Digitally signed by Debasish Dhar Date: 2022.11.11 16:14:06 +05:30 Reason: Digital Signing of Deed.

Shan

(Debasish Dhar) 2022/11/11 04:14:06 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS West Bengal.

(This document is digitally signed.)