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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The signature sheets and the endroement sheets attached with the document are the part of this document.

[Signature]

District Sub-Register-III
Adipore, South 24-parganas.

14/7/25

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the 14th day of July, 2025 (Two thousand twenty-five)

BETWEEN

22 JUL 2025



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S. C. GHOSH, NOTARY
Govt. of India
(Reg. No. 57597)

(1) **SRI. KAJAL CHAKRABORTY** having PAN-AEGPC2586R, Aadhaar No. 2818 7371 9764 & DOB-24.01.1948, son of Late Nani Gopal Chakraborty, by faith Hindu, by occupation-Freelance Professional, Nationality Indian, residing at P-86, Basudevpur, (also spelt as Basudebpur), Sarsuna Main Road, P.O. Sarsuna (previously Paschim Barisha), P.S. Sarsuna (previously Thakurpukur), Kolkata- 700061, District South 24 Parganas, (2) **SRI. ISHWAR CHAKRABORTY** having PAN-ACDPC5524G, Aadhaar No. 7478 6231 6087 & DOB-20.01.1954, son of Late Nani Gopal Chakraborty, by faith Hindu, by occupation- Freelance Professional, Nationality Indian, residing at P-86, Basudevpur, (also spelt as Basudebpur), Sarsuna Main Road, P.O. Sarsuna (previously Paschim Barisha), P.S. Sarsuna (previously Thakurpukur), Kolkata- 700061, District South 24 Parganas, (3) **SMT. SHIPRA ROY** having PAN- AFNPR5171B, Aadhaar No. 9673 4481 8481 & D.O.B-09.08.1967, daughter of Late Nani Gopal Chakraborty & wife of Late Phani Bhusan Roy, by occupation Housewife, by faith Hindu, Nationality Indian, residing at 20, Dakshin Behala Road, P.O. Sarsuna, P.S. Sarsuna, Kolkata-700061, District South 24 Parganas, (4) **SMT. ANJALI CHAKRABORTY** having PAN- BASPC2623Q, Aadhaar No. 8551 7666 9586 & D.O.B-01.12.1959, wife of Late Ratan Chakraborty & daughter of Late Ganesh Chandra Sarkar, by occupation Housewife, by faith Hindu, Nationality Indian, residing at P-86, Basudevpur, (also spelt as Basudebpur), Sarsuna Main Road, P.O. Sarsuna (previously Paschim Barisha), P.S. Sarsuna (previously Thakurpukur), Kolkata-

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700061, District South 24 Parganas, (5) **SRI. SHAMEEK CHAKRABORTY** having PAN-AJLPC7947E, Aadhaar No. 4315 4821 8928 & D.O.B- 25.06.1985, son of Late Ratan Chakraborty, by occupation Service, by faith Hindu, Nationality Indian, residing at P-86, Basudevpur, (also spelt as Basudebpur), Sarsuna Main Road, P.O. Sarsuna (previously Paschim Barisha), P.S. Sarsuna (previously Thakurpukur), Kolkata- 700061, District South 24 Parganas, (6) **SRI. KUNAL CHAKRABORTY** having PAN- BASPC2624K, Aadhaar No. 3115 7889 1639 & D.O.B-28.10.1991, son of Late Ratan Chakraborty, by occupation Service, by faith Hindu, Nationality Indian, residing at P-86, Basudevpur, (also spelt as Basudebpur), Sarsuna Main Road, P.O. Sarsuna (previously Paschim Barisha), P.S. Sarsuna (previously Thakurpukur), Kolkata- 700061, District South 24 Parganas, -- all six of them hereinafter referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, legal representatives, successors, administrators & assigns) of the **ONE PART.**

AND

M/S. NEW MAN CORPORATION INC., a Proprietorship firm, having its office at 67, Fakir Para Road, P.O. Behala, P.S. Behala now Parnasree, Kolkata-700034, represented by its sole Proprietor **SRI CHIRADIP DAS**, having PAN AFVPD9411Q, Aadhaar No. 5246 1574 3322 & D.O.B-14.04.1974, son of Chittaranjan Das, by faith Hindu, by occupation Business,



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Nationality Indian, residing at 40/5E, Fakir Para Road, P.O. Behala, P.S. Behala now Parnasree, Kolkata-700034, hereinafter referred to as the **DEVELOPER** (which expression shall unless otherwise repugnant to the context be deemed to mean & include the said firm, its proprietor, his heirs, now executors, successors, legal representatives, administrators and assigns) of the **OTHER PART**.

WHEREAS one Saila Chakraborty, wife of Late Nani Gopal Chakraborty, of P-86, Basudevpur (also spelt as Basudebpur), P.O. Paschim Barisha (now Sarsuna), P.S. Thakurpukur (now Sarsuna), Kolkata-700061, was the **OWNER** of **ALL THAT** piece of land measuring 03 (three) Cottahs 12 (twelve) Chittacks (be the same or a little more or less) with a Two storied brick built residential building measuring more or less 1170 Square Feet on each floor, i.e., the two floors together having 2340 (two thousand three hundred forty) Square Feet, and an adjacent two-room brick-built house with asbestos rooftop measuring about 600 (six hundred) Square Feet. standing on the said. landed property, lying and situated at Mouza- Paschim Barisha, J.L. No.119, C.S Dag No.282, lot No.86, in the Government Colony, Police Station - previously Behala, now Sarsuna, Kolkata - 700061 (previously Calcutta - 61), within the limits of the then urban area of CMC, presently the Kolkata Municipal Corporation, Ward No.126, District - South 24 Parganas, West Bengal.

AND WHEREAS said Saila Chakraborty while being owner absolutely seized, possessed, occupied of otherwise well and



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sufficiently entitled to the property by virtue of the deed regarding the above-mentioned land from the **R.R Department of Government of West Bengal**, registered on 10.12.1987, in Addl. District Registry Office at Alipore, South 24 Parganas recorded in Book No.1, Volume No.2, Pages from 69 to 72, being Deed No.92, for the year of 1987, in respect of the land area measuring about 3 (three) Cattahs 12 (twelve) Chittaks 00 Sq. Ft. (be the same or a little more or less) together with a Two-storied brick built residential building measuring more or less 1170 (one thousand one hundred seventy) Square Feet on each floor, i.e., the two floors together having 2340 (two thousand three hundred forty) Square Feet covered area, and an adjacent two-room brick-built house with asbestos rooftop measuring about 600 (six hundred) Square Feet standing on the said landed property, (the details of the said buildings being mentioned hereinafter), lying and situated at Mouza- Paschim Barisha, J.L. No.119, Touji No. 1-6,8-10,12-16, R.S no.43, in C.S & R.S Dag No.282, lot No.86, P.S. Behala, Sub Registry Office Behala, Joint Sub Alipore in the district South 24 Parganas within the limit of the South Suburban Municipality, presently within the limits of the Kolkata Municipal Corporation, under Ward No. 126, District South 24-Parganas, and she mutated the said property in her name with the record in the Kolkata Municipal Corporation wherein the said property is recorded as Premises No. 64, Dakshin Behala Road, with mailing address P-86, Basudebpur, Pashim Barisha (now Sarsuna Main Road), Kolkata - 700061, under K.M.C ward No.126, being K.M.C Assessee No. 41-126



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03-0128-0 and was enjoying the ownership of the said property peacefully without any disturbances from any corner by paying relevant taxes to the concerned authority. The description of the property is detailed in the **Schedule - A** annexed hereinafter.

AND WHEREAS during possession of the said property, said Saila Chakraborty died intestate on 03/05/2013 and her husband namely Late Nani Gopal Chakraborty predeceased her intestate on 28/04/1985, leaving behind the surviving three sons namely Ratan Chakraborty (now deceased), Kajal Chakraborty & Ishwar Chakraborty, and five daughters namely Madhuri Roy, Krishna Bardhan Roy (now deceased), Shipra Roy, Sukla Banerjee & Sharmistha Roy -- all as the legal heirs and successors who jointly inherited and became joint owners of the said property as per the provision of the Hindu Succession Act 1956.

AND WHEREAS thereafter said Late Ratan Chakraborty died intestate on 14/05/2020, leaving behind him his wife namely Anjali Chakraborty and two sons namely Shameek Chakraborty and Kunal Chakraborty as his legal heirs and accordingly Late Ratan Chakraborty's share of the said undivided property was devolved upon his said wife and two sons.

AND WHEREAS said Late Krishna Bardhan Roy died intestate on 14/11/2016 before the demise of her husband Late Tulsidas Bardhan Roy who also died intestate on 20/11/2019.



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leaving behind their only daughter namely Smt. Aparna Bardhan Ray as their only legal heir and accordingly Late Krishna Bardhan Roy's share of the said undivided property was devolved upon her said daughter Smt. Aparna Bardhan Ray.

AND WHEREAS in the way of inheritance said **Kajal Chakraborty, IshwarChakraborty, Madhuri Roy, Shipra Roy, Sukla Banerjee, Sharmistha Roy, Anjali Chakraborty, Shameek Chakraborty, Kunal Chakraborty and Aparna Bardhan Ray** became the joint owners of the said undivided landed property i.e. **ALL THAT** piece and parcel of bastu land with existing buildings, more fully described in **Schedule - A** hereafter. **The said Owners mutated their names with the record of the Kolkata Municipal Corporation** wherein the said property is recorded as Premises No. 64, Dakshin Behala Road, with mailing address P-86, Basudebpur, Pashim Barisha (now Sarsuna Main Road), Kolkata - 700061, under K.M.C Ward No.126, being K.M.C Assessee No. 41-126-03-0128-0 and were enjoying the ownership of the said property peacefully without any disturbances from any corner by paying relevant taxes to the concerned authority.

AND WHEREAS thereafter the said joint-owners namely **Smt. Madhuri Roy, Smt. Sukla Banerjee, Smt. Sharmistha Roy and Smt. Aparna Bardhan Ray** made a free gift of their undivided 4/8 shares i.e., half of the said property in favour of the remaining joint-owners, namely **Sri Kajal Chakraborty, Sri Ishwar Chakraborty, Smt. Shipra Roy,**



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Smt. Anjali Chakraborty, Sri Shameek Chakraborty and Sri Kunal Chakraborty, wherein the said Gift Deed includes all rights related to the said property including rights of common passage attached thereto for free ingress and egress and all easement rights etc. The total gifted landed property is more fully described in the Schedule A of the said Gift Deed. The said DEED OF GIFT has been registered at the Office of District Sub - Registrar-III, Alipore, South 24 Parganas and duly recorded in Book No. I, being Deed No. 13160 for the year 2025.

AND WHEREAS by virtue of the said Deed of Gift, **Sri Kajal Chakraborty, Sri Ishwar Chakraborty, Smt. Shipra Roy, Smt. Anjali Chakraborty, Sri Shameek Chakraborty and Sri Kunal Chakraborty** have become the owners of the GIFTED portion i.e. 1 (one) Katha 14 (fourteen) Chittack (half of the whole property) together with **their inherited property** i.e. the rest 1 (one) Katha 14 (fourteen) Chittack. and therefore, the above named **Sri Kajal Chakraborty, Sri Ishwar Chakraborty, Smt. Shipra Roy, Smt. Anjali Chakraborty, Sri Shameek Chakraborty and Sri Kunal Chakraborty** have become the absolute owners of the whole landed property, i.e., 3 (three) Katha 12 (twelve) Chittack with existing building which is more fully described and mentioned in the **Schedule 'A'** hereunder written.

AND WHEREAS during the said joint ownership, the said **Sri Kajal Chakraborty, Sri Ishwar Chakraborty, Smt. Shipra Roy, Smt. Anjali Chakraborty, Sri Shameek Chakraborty,**



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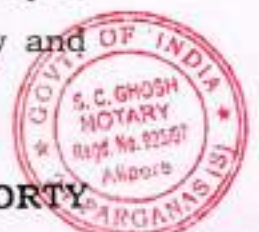
and **Sri Kunal Chakraborty**- all together are known as the joint OWNERS or the FIRST PARTY who have decided to develop their said landed property with the existing buildings (the description of the whole property being mentioned in the **Schedule 'A'** hereunder written) for extension, renovation, refurbishment and betterment by raising construction of a New Multi-storied Building as per the Development Agreement and also as per the plan to be sanctioned by the Kolkata Municipal Corporation for residential flats.

AND WHEREAS knowing such intention as above-mentioned of the Owners/ First Party, the Developer/Second Party after searching and being satisfied with the facts and information regarding the right, title, and interest etc. of the Owners to the said property as scheduled below, the above-named DEVELOPER has offered to develop the said property as aforesaid at the Developer's own cost, expenses, risks, responsibilities, consequences and obligations etc. within a definite timeframe, and both the parties have entered into this Development Agreement on such terms and conditions as are mentioned hereinafter.

NOW THIS AGREEMENT including the terms with meaning assigned to the following DEFINITIONS is hereby agreed upon by the Owners and the Developer and also declared by and between the PARTIES hereto as follows :

1. **OWNERS** :shall mean (1). **SRI. KAJAL CHAKRABORTY** having PAN-AEGPC2586R, Aadhaar No. 2818 7371 9764, son

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of Late Nani Gopal Chakraborty, by faith Hindu, by occupation - Freelance Professional, by Nationality Indian, of P-86, Basudevpur (also spelt as Basudebpur), Sarsuna Main Road, P.O. Sarsuna (previously Paschim Barisha), P.S. Sarsuna (previously Thakurpukur), Kolkata- 700061, District South 24 Parganas, **(2) SRI. ISHWAR CHAKRABORTY** having PAN- ACDPC5524G, Aadhaar No. 7478 6231 6087, son of Late Nani Gopal Chakraborty, by faith Hindu, by occupation- Freelance Professional, by Nationality Indian, of P-86, Basudevpur (also spelt as Basudebpur), Sarsuna Main Road, P.O. Sarsuna (previously Paschim Barisha), P.S. Sarsuna (previously Thakurpukur), Kolkata- 700061, District South 24 Parganas, **(3) SMT. SHIPRA ROY** having PAN- AFNPR5171B, Aadhaar No. 9673 4481 8481, daughter of Late Nani Gopal Chakraborty & wife of Late Phani Bhusan Roy, by occupation Housewife, by faith Hindu, by Nationality Indian, of 20, DakshinBehala Road, P.O - Sarsuna, P.S. - Sarsuns, Kolkata - 700061, District - South 24 Parganas, **(4) SMT. ANJALI CHAKRABORTY** having PAN- BASPC2623Q, Aadhaar No. 8551 7666 9586, wife of Late Ratan Chakraborty & daughter of Late Ganesh Chandra Sarkar, by occupation Housewife, by faith Hindu, by Nationality Indian, of P-86, Basudevpur (also spelt as Basudebpur), Sarsuna Main Road, P.O. Sarsuna (previously Paschim Barisha), P.S. Sarsuna (previously Thakurpukur), Kolkata- 700061, District South 24 Parganas, **(5) SRI. SHAMEEK CHAKRABORTY** having PAN AJLPC7947E, Aadhaar No. 4315 4821 8928, son of Late Ratan Chakraborty, by occupation Service, by faith Hindu, by Nationality Indian, of



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P-86, Basudevpur (also spelt as Basudebpur), Sarsuna Main Road, P.O. Sarsuna (previously Paschim Barisha), P.S. Sarsuna (previously Thakurpukur), Kolkata- 700061, District South 24 Parganas, **(6) SRI.KUNAL CHAKRABORTY** having PAN- BASPC2624K, Aadhaar No. 3115 7889 1639, son of Late Ratan Chakraborty, by occupation Service, by faith Hindu, by Nationality Indian, of P-86, Basudevpur, (also spelt as Basudebpur), Sarsuna Main Road, P.O. Sarsuna (previously Paschim Barisha), P.S. Sarsuna (previously Thakurpukur), Kolkata- 700061, District South 24 Parganas, and their successors-in-interest, legal representatives and assigns.

2. DEVELOPER: shall mean **M/S. NEW MAN CORPORATION INC**, a Proprietorship firm, having its office at 67, Fakir Para Road, P.O. Behala, P.S. Behala now Parnasree, Kolkata-700034, represented by its Proprietor **SRI CHIRADIP DAS**, having PAN AFVPD9411Q, Aadhaar No.5246 1574 3322, son of Chittaranjan Das, by faith Hindu, by occupation Business, by Nationality Indian, residing at 40/5E, Fakir Para Road, P.O. Behala, P.S. Behala now Parnasree, Kolkata-700034.

3. THE SAID PROPERTY shall mean the LAND & PREMISES with piece and parcel of bastu land measuring about 3 (three) Cottahs 12 (twelve) Chittaks 00 Square Feet, be the same or a little more or less together with a two storied pucca habitable residential building of about 1170 (one thousand one hundred and seventy) Square Feet on each floor, i.e., the two floors together having 2340 (two thousand three hundred forty)



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Square Feet covered area., be the same or a little more or less, complete in all respects, and an adjacent two-room brick-built house with asbestos rooftop measuring about 600 (six hundred) Square Feet. be the same or a little more or less, and toilets etc., lying and situated at Mouza-Paschim Barisha, J.L. No.119, Touji No. 1-6,8-10,12-16, R.S no.43, in R.S & L.R Dag No.282, under P.S. Behala (now Sarsuna) at K.M.C Premises No. 64, Dakshin Behala Road, Mailing address P-86,Basudebpur, Paschim Barisha (now Sarsuna Main Road), being K.M.C Assessee No. 41-126-03-0128-0, in the district - South 24 Parganas, present within the limits of the Kolkata Municipal Corporation, under Ward No. 126, District South 24-Parganas (particularly mentioned in **SCHEDULE- A** hereunder written).

4. NEW BUILDING: shall mean the Multi-storied Residential Flat system Building (with lift facility)to be newlyconstructedby the Developerat his cost and expenseson the said schedule mentioned property in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation.

5. UNIT OR SPACE FOR OCCUPATION : shall mean a separate and self-contained space in the New Building available for independent use and occupation after making due provision for common facilities equally for all the flats & the space required thereof.

6. ARCHITECT: shall mean such competent Architect or Architects as may be appointed from time to time by the Developer at his own costs and expenses for designing.



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planning and supervising the proposed New Building at the said premises.

7. BUILDING PLAN : shall mean the Building Plan/s for the proposed new construction with the properly available F.A.R to be sanctioned by the Kolkata Municipal Corporation in the names of the Owners of the First Part, to be obtained by the initiative of the Developer at his cost and expenses and the said Plan/s shall also include additions, alterations and modification, if any needed, upon sanction by the Kolkata Municipal Corporation, when it is clearly recorded that the said Plan/s must include 3 (three) 3 BHK (three bed rooms, hall, kitchen and toilets etc.) flats in the First, Second, Third floors and 1 (one) 2-BHK (two bed rooms, hall, kitchen and toilets etc.) flat in the Ground floor – all four flats at the north side of the Newly Constructed Building for the Owners, and other flats for the Developer, as per the Agreement, utilizing the maximum F. A. R to be sanctioned by the KMC, and the Developer shall give copy/copies of such plan/s to the Owners for their knowledge and consent before submitting to the appropriate authority for approval. The Developer undertakes the responsibility of submitting such plan/s to the appropriate authority of the Kolkata Municipal Corporation within 30 (thirty) days from the date of execution of this Agreement so as to get the required sanction from the said authority as quickly as possible. It is also made clear herewith that the Developer will proceed to demolishing the existing building only after getting the sanctioned Plan while the conditions of Security



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Deposit, Cost of Rent for accommodations to be paid to the Owners as per conditions mentioned hereinbefore and hereinafter will be in force.

8. TIME: The Developer hereby agrees to submit the required Plan for the proposed New Construction to the appropriate authority of the KMC immediately after signing of this Agreement and he ensures to get the said Plan sanctioned within 3 (three) months from the date of this Agreement, and then after getting the Plan sanctioned (as aforesaid), he ensures not to take more than 1 (one) month time for demolishing the existing structures. Thereafter the Developer will complete the entire work of the proposed New Construction of the Multi-storied Building as per the sanctioned plan and as per the specifications and hand over the Owner's Allocation within 18 (eighteen) months and for that purpose the Developer will not neglect his duty or delay in any way to continue incessant work of the proposed construction and complete the said work and also hand over the Owners' Allocation. The time for Force Majeure if any arises to cause delay in completing the said work will be taken into consideration for a limited period of such event/s of Force Majeure (events detailed hereunder), if any, will take place; but in all cases and notwithstanding the reason preventing the flow of work, if at all, the entire work of construction of the said New Building must be completed within the maximum total period of 24 (twenty-four) months from the date of execution of this Agreement. The time is of the essence of this Agreement.



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- 9. FORCE MAJEURE :** shall mean natural disasters like earthquakes, floods, hurricanes, war, riots, terrorism, pandemics and strikes affecting the work, when such events, if any, must be genuinely beyond the control of the Developer in spite of his efforts to mitigate the impact of such force majeure and not due to the Developer's negligence or fault.
- 10. SALEABLE SPACE :** shall mean the built up space in the proposed New Multi-storied Building available for independent use and occupation after making the due provisions for common facilities and the space required thereof **save and except the Owners' Allocation.**
- 11. TRANSFERER:** shall mean a Owner or Owners as well as their Attorney, Builder / Developer in respect of their respective shares.
- 12. TRANSFEREE:** shall mean the person/s, firm, company, and association of persons to whom any flat / unit of the building is intended to be transferred by the OWNER/S and / or the DEVELOPER in respect of their respective shares.
- 13. SECURITY DEPOSIT :** shall mean Rs. 8,00,000/- (Rupees eight lakh only), which the Developer will give to the Owners after of this Agreement, when it is agreed that the said existing buildings will have to be demolished to facilitate the proposed construction of the New Building. If the Owners get their Allocation (as per this Agreement) in the proposed New



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Building within the timeframe (detailed in the TIME written above) as aforesaid, they will refund the Security Deposit without interest of any kind to the Developer after getting possession without delay, but if the Developer fails to hand over the Owners' Allocation and possession within the total time as mentioned in 'TIME' above, the Owner shall have the right to forfeit the entire Security Deposit, when all other terms and conditions mentioned in this Agreement will be in force. The Developer ensures that the proposed New Building will be completed and the Owners' Allocation will be handed over to the Owners in all circumstances whatsoever.

15. SHIFTING AND ACCOMMODATION :shall mean cost towards monthly RENTs to be given by the Developer to the Owners for shifting to other accommodations to facilitate demolition of the existing buildings and to start the work of construction. The said RENT shall be given by the Developer to the Owners at the rate of Rs. 21,000/- (Rupees twenty one thousand only) per month. After getting the Plan sanctioned from the competent authority within the timeframe as aforesaid, the Developer shall issue a notice to the Owners to shift to other accommodation and accordingly the Owners will shift to other accommodations without much delay. The said RENTs shall be given by the Developer to the Owners starting from the date of issuing the said notice for vacating the existing buildings, and the Developer shall continue giving monthly RENTs to the Owners till the date of hand over of Owners' Allocation along with completion certificate from the competent authority and possession letters in respect thereof.



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16. DEMOLITION AND DEBRIS :shall mean the demolition of the existing buildings for constructing the proposed New Building thereon by the Developer after obtaining the sanction of the desired PLAN from the KolkataMunicipal Corporation and right after getting the sanctioned plan, the Developer will serve a notice to the Owners for shifting to other accommodation, and accordingly, the Owners will shift to other accommodation to facilitate demolition as explained in 'TIME'written hereinbefore. The value of the demolition debris shall belong to the Developer for his use or disposal.

17.COMMON FACILITIES : shall mean and include corridors, stairways, passages, lobbies, lift, boundary walls, drive ways, common lavatories, water pump, roof, and all the common areas and installations comprised in the New Building. The roof if used for any ceremonial purpose, installation and maintenance of water reservoir, TV antenna etc. should be permitted by the Association of flat-owners to be formed in due course.

18. COMMENCEMENT : This Agreement shall be deemed to have commenced with effect from the date of execution of this Agreement.

19. SPECIFICATION: shall mean specification of construction works mentioned in the Specification of works annexed hereto



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20. COURT JURISDICTION: Court jurisdiction should be the Court/s at Kolkata or any other Consumer Forum in Kolkata.

21. OWNERS' ALLOCATION shall mean 50% (fifty percent) of the fully constructed flats of the total F.A.R. as per the plan to be sanctioned by the Kolkata Municipal Corporation, consisting of 3 (three) 3-BHK (three bed rooms, hall, kitchen and toilets etc.) flats, on the First, Second and Third Floors at the North side, and 45% (forty-five percent) of the fully constructed flat of the total F.A.R as per the plan to be sanctioned by the Kolkata Municipal Corporation, including one 2-BHK flat (two bed rooms, hall, kitchen, and toilets etc.) on the Ground Floor at the North side, wherein it is also agreed that there will be in each room and dining hall wall-almirah and bunk, loft on top of the toilets - in all 4 (four) flats (if permitted by KMC) in the proposed New Multi-storied Building together with undivided impartible proportionate share or interest with easement rights in the said land and the said premises in finished and complete condition, total Owners' Allocation being more fully described in **SCHEDULE - B** hereinafter written.

22. DEVELOPER'S ALLOCATION: shall mean save and except the Owners' Allocation, there remaining 50% of the total F.A.R. consisting of flats etc. on the First, Second and Third Floors at the South side of the proposed New Multi-storied Building, and 55% (fifty-five percent) of the said F.A.R consisting of constructed portions at the South side of the Ground Floor of

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the said New Multi-storied Building together with undivided impartible proportionate share or interest with easement rights in the said premises in finished and complete condition, more fully described in the **SCHEDULE - C** hereinafter written.

:: OWNERS' RIGHTS AND REPRESENTATIONS::

1. The OWNERS are absolutely seized and possessed of and / or otherwise well and sufficiently entitled to the said property.

2. None other than the OWNERS have any claim, right, title and/or demand over and in respect of the said premises and/or any portion thereof. That the premise is presently under the occupation of the OWNERS and is otherwise free from all encumbrances, and charges etc.

3. There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.



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:: DEVELOPER'S RIGHT AND REPRESENTATIONS::

1. The OWNERS hereby grant, subject to terms and conditions herein provided, exclusive right to the Developer to construct a New Multi-storied Building upon the said land and to sell or transfer the Developer's Share after handing over the Owners' Allocation in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation, with or

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without any amendment and/or modification thereto upon sanction by the appropriate authority of the KMC.

2. All applications, plan and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the OWNERS and the Developer shall pay charges and bear all fees including architect's fees, etc. required to be paid or deposited for construction of the proposed New Building on the said premises, provided however that the Developer shall be exclusively entitled to refunds, if any is reasonably refunded from the deposit made by the Developer for obtaining Sanction plan from the Concerned Authority. It is, however, made clear that the Owners shall not be liable to pay or refund any amount of money in this respect to the Developer in any case whatsoever.

3. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the OWNERS of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof to the Developer other than an exclusive right to the Developer to develop and exploit the same as aforesaid in terms hereof and to deal with the Developer's Allocation in the New Building in the manner hereinafter stated.

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4. Immediately after execution of this Agreement and also in accordance with the power conferred on the Developer by the Owners in accordance with **the Power of Attorney**, executed for the purpose of development and construction of the proposed New Building, the Developer shall set to work and proceed with the target of completion of the entire work for the proposed New Building, and he will be entitled as contemplated in this presents with power to sell, convey and transfer the Developer's share of Allocation excepting the portions demarcated and / or separately allocated for the Owners as aforesaid, and thereby after substantial progress of the work of the proposed construction and after clearly demarcating and separately allocating the Owners' Allocation, the Developer can enter into Agreement for sale, lease or let out the portions of the Developer's Allocation with any intending purchaser /s and to receive earnest money and / or any part payment and entire sale proceeds in respects thereof.

:: POSSESSION ::

1. The Developer hereby agrees that immediately after the execution of this Agreement, he will proceed to surveying, soil testing and related preparatory work for the proposed New Building and right after obtaining the sanction of the BUILDING PLAN (defined and explained above) within the appropriate TIME as mentioned hereinbefore from the Kolkata Municipal Corporation, the Developer will serve a notice to the Owners to shift to other accommodation, and the Owners will



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vacate the premises without much delay. Thus, the Developer will get the Possession of the vacant premises in writing so that he can proceed to demolishing the existing buildings in pursuance of the terms and conditions and start construction work thereon, when all other terms and conditions made explicit hereinbefore and hereinafter will be enforceable..

2. The Developer shall complete the construction of the proposed New Multi-storied Building within the timeframe as made explicit earlier and also in pursuance to the **BUILDING PLAN** sanctioned by the KMC and as per the **Specifications** given in details in the **SCHEDULE - E** hereunder written.

3. The Developer shall on completion of the New Building put the Owners in undisputed possession of the Owners' Allocation together with all rights in common to the common portion thereof. It is obligatory on the part of the Developer firstly to hand over the OWNERS' ALLOCATION simultaneously fulfilling all conditions as mentioned in this Agreement, and then the Developer shall deliver his allocation to any person / persons.

4. After handing over the Owners' Allocation and fulfilling related conditions, the Developer shall be exclusively entitled to the Developer's Allocation in the proposed New Building with exclusive right to transfer or otherwise deal with or dispose of the same without however prejudicially affecting any right, title, claim or interest therein whatsoever of the OWNERS and the OWNERS shall not in any



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way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation. The OWNERS shall only transfer by way of proper deed of conveyance either in favour of the Developer or in favour of the nominee/nominees of the Developer, the flats/parking spaces out of Developer's Allocation as per sanctioned plan.

5. In so far as necessary all dealing by the Developer in respect of the New Building shall be in the name of the OWNERS for which purpose the OWNERS undertake to give the Developer a Development Power of Attorney in the form and manner reasonably required by the Developer. It is being understood, however, that such dealings shall not in any manner fasten or create any financial or legal liabilities upon the OWNERS nor there shall be any clause inconsistent with or against the terms and conditions mentioned in this Agreement.

6. That the OWNERS shall execute the deed of conveyance in favour of the Developer or his nominee in respect of the Developer's Allocation and /
or any part or parts thereof as shall be required by the Developer and all costs and expenses including taxes applicable, if any, on that behalf will be borne and paid by the Developer or his nominee/s.

:: CONSIDERATION ::

1. In consideration of the Owners having agreed to permit the Developer to construct, erect and build the proposed New

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Building in accordance with the sanctioned Plan - the entire work to be done at the Developer's own cost and investment in accordance with the Plan sanctioned by the Kolkata Municipal Corporation, as well as according to the Specification and Material's description, all of which are stated in details in **SCHEDULE - E** hereunder written.

2. On completion of the proposed New Building, the Owners shall be entitled to get 50% (fifty percent) of the total constructed area of the sanctioned F.A.R consisting of 3 (three) 3-BHK (three bed rooms, hall, kitchen and toilets etc.) flats on the North Side of the First, Second and Third Floors, and 45% (forty-five percent) of the total constructed area of the F.A.R as per the plan to be sanctioned by the Kolkata Municipal Corporation, including one 2-BHK (two bed rooms, hall, kitchen, toilets etc.) flat on the North Side of the Ground Floor, wherein it is also agreed that there will be in each room and dining hall wall-almirah and bunk, loft on top of the toilets - in all 4 (four) flats (if permitted by KMC) in the proposed New Multi-storied Building together with undivided proportionate share or interest with easement rights in the said land at the said premises in finished and complete condition, total Owners' Allocation being more fully described in **SCHEDULE - B** hereinafter written, and the fittings, fixtures and arrangements as will be provided by the Developer in the said allocation are fully described in the **SCHEDULE - E** hereunder written. The aforesaid Owners' Allocation will be demarcated after getting

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Plan sanctioned from the Kolkata Municipal Corporation in respect of the said property.

3. The Developer shall pay a sum of Rs. 8,00,000/- (Rupees eight lakh) towards Security Deposit which is fully defined and explained in the SECURITY DEPOSIT above to be given by the Developer to the Owners after of this Agreement. This Security Deposit is refundable without any kind of interest under conditions explained in the SECURITY DEPOSIT as explained earlier.
4. The Developer hereby promises to pay to the Owners monthly rents for their shifting to other accommodations to be taken on rent to facilitate demolition of the existing buildings and start the proposed new construction. The Developer will pay Rs 21,000/- (Rupees twenty one thousand only) per month to the Owners from the date of serving notice for vacating premises, and he will continue paying this amount every month till the date of hand over of the Owners Allocation along with possession as explained earlier.
5. After completion of the proposed New Building, the flats of the Owners Allocation will be handed over to the Owners along with Completion Certificate issued by the competent authority and possession letters. The Developer shall take initiative to prepare legal formalities and bear all expenses for registration and mutation of the owners' flats with the appropriate authorities without any delay or demur.

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:: COMMON FACILITIES::

1. The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the said Building accruing due as and from the date of this Agreement. If there are any dues of property taxes or any other taxes regarding the said property before the date of this Agreement that would be borne by the OWNERS.

2. As soon as the New Building is completed within the stipulated time mentioned hereinbefore, the Developer shall give written notice to the OWNERS for taking their allocation in the Building and there being no dispute regarding the completion of the Building in terms of this Agreement and according to the Specification and Plan thereof and the completion certificate from the Kolkata Municipal Corporation being produced to the effect, and after 30 (thirty) days from the date of service of such notice and at all times thereafter the OWNERS shall be exclusively responsible for payment of all municipal and property taxes, rates, duties and other public outgoings and imposition whatsoever payable in respect of the OWNERS' Allocation,

3. Any transfer of any part of the OWNERS' Allocation in the New Building shall be subject to the provisions hereof and the transferee shall thereafter be responsible in respect of the space transferred for payment of the said rate and service charges for the common facilities.

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4. The OWNERS shall not do any act, deed or thing whereby the Developer shall be prevented from lawful construction and completion of the said building as per sanctioned plan.

:: COMMON RESTRICTION ::

1. The OWNERS' Allocation in the New Building shall be subject to the same restrictions on transfer and uses as are applicable to the Developer's Allocation in the New Building intended for common benefits of all occupiers of the New Building which shall include the followings:-

a) The OWNERS shall not use or permit to be used of the OWNERS' Allocation in the New Building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use for any purpose which may cause any nuisances, hazard to the OWNERS / occupiers of the New Building. The Developer and his nominee/nominees shall also not use or permit to be used of the Developer's Allocation in the New Building or any portion thereof for carrying of any obnoxious, illegal and immoral trade or activity nor use for any purpose which may cause any nuisance, hazards to the OWNERS / occupiers of the New Building.

b) Both the parties shall abide by all laws, bye-laws, rules and regulation of the Government, local bodies and associations when formed in future as the case may be without invading the right of the OWNERS.

c) The respective allottees shall keep their respective allocations in the New Building in good working conditions.

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d) Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the New Building or in the compound corridors, or in any other portions of the New Building.

:: OWNERS' OBLIGATIONS ::

1. The OWNERS hereby agree and covenant with the Developer not to cause any interference or hindrance in the lawful construction of the proposed New Building at the said property by the Developer, save and except when the Developer fails to maintain specifications of building construction as per SCHEDULE - E and sanctioned plan.
2. The OWNERS hereby agree and covenant with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any portion or portions of the Developer's Allocation lawfully in the New Building, save and except OWNERS' Allocation or the OWNERS' right to the said land.
3. The OWNERS hereby agree and covenant with the Developer not to let out, grant, lease, mortgage and/or charge over the allocated portion of the Developer in the proposed construction but shall have all right to let out, grant, lease, mortgage and/or charge over their allocated portion to any person/persons, company / companies save and except the Developer's Allocation. The Developer also shall not have any right to let out, grant, lease, mortgage and/or charge over the allocated



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super built up area of the OWNERS but shall have all right to let out, grant, lease, accept booking money etc. from the person/persons, company/companies in respect of the Developer's Allocation.

:: DEVELOPER'S OBLIGATIONS ::

The Developer hereby agrees and covenant with the OWNERS that :-

1. Since the construction of the proposed New Building will be made after demolishing the existing two-storied building, the Developer has agreed to indemnify the Owners against any loss in spite of the Security Deposit as explained above, whereas it is clearly written that if the proposed New Building construction is completed and handed over to the Owners their Allocation as per this Agreement, there will remain no point of any indemnity in this regard and the Security Deposit will be refunded without any interest to the Developer forthwith.

2. The Developer shall complete the construction of the New Building adhering to the timeframe as explained in TIME written in an earlier part of this Agreement. TIME is of the essence of this Agreement.

3. The Developer shall not violate or contravene any of the provisions or rules applicable for construction of the proposed New Building.

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4. The Developer shall bear all costs of stamp duty and registration charges etc. payable or spent for this Agreement, and the cost related thereto.

5. That no change or modification or alteration in this Agreement will be made without written consent of the Owners and the Developer.

6. That in case any accident takes place in the aforesaid Construction Project the Developer shall be fully responsible for all consequences of the same under the Workmen's Compensation Act, or any other act in force, and in such case/s the Developer shall bear all costs that will be required to be spent.

7. That the OWNERS shall have right to inspect the construction work of the proposed New Building. They will have right to know whether the work is going on as per sanctioned Plan passed by the competent authority and as per the Specification mentioned in the Agreement and in case of any default they will have right to enforce the Developer to do the needful and the Developer shall be bound to do the construction work as per sanctioned Plan and Specification and materials mentioned in the Agreement.

8. That during the work for the proposed New Building and until its completion, if any damages or harm occur to the

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adjoining properties of the neighbours, the Developer shall be fully responsible for all consequences.

9. That for the proposed New Building, the Developer will demolish the existing structure standing upon the land described in **SCHEDULE- A** on getting vacant possession from the OWNERS and he will enjoy the debris and salvages in respect of the aforesaid structures as per his desire with all right to enjoy the same by way of selling the same. The cost of demolition of

the existing structure standing upon the property will be borne by the Developer. The existing structure shall only be demolished by the Developer after getting the Plan sanctioned from the Kolkata Municipal Corporation and according to the terms and conditions described and explained in the DEMOLITION AND DEBRIS, SHIFTING AND ACCOMMODATION and TIME etc. written herein before.

10. If the Developer fails to comply with agreed-upon terms and conditions of this Agreement, particularly, if the New Building construction remains incomplete for uncertain period and the Developer fails to hand over the Owners' Allocation within the timeframe mentioned in the TIME written hereinbefore., the Owners shall have the right to cancel this Agreement unilaterally, and this Agreement will be treated as null and void, and in that case, the Owners shall not be liable to refund any money, or compensate the Developer in any way whatsoever.

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:OWNERS' INDEMNITY:-

1. The OWNERS hereby undertakes that the Developer shall be entitled to his allocated portion in the New Building without any interference and/or disturbance, provided the Developer performs and fulfills all the terms and conditions herein contained and/or its part required to be observed and performed.

:DEVELOPER'S INDEMNITY:-

1. The Developer hereby undertakes to keep the OWNERS indemnified against all third party's claims and actions arising out of any sort of act of commission or omission of the Developer in or in relation to the construction of the said New Building, strictly in terms of the Plan to be sanctioned by the Kolkata Municipal Corporation on that behalf.
2. The Developer hereby undertakes to keep the OWNERS indemnified against all actions, suits, proceedings and claims that may arise out of the Developer's Allocation with regard to the development of the said premises and/or in the matter of construction of the proposed Building and/or any defect therein.
3. The Developer hereby undertakes to keep the OWNERS indemnified in all forms and manners against loses of any kind due to failure of the Developer in completing the proposed construction of the New Building and hand over the Owners Allocation as per the terms and conditions of this Agreement.



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Offt. at India
Kolkata, West Bengal

:MISCELLANEOUS:-

1. The OWNERS and the DEVELOPER have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as partnership between the DEVELOPER and the OWNERS. The parties hereto can proceed with this Agreement.

2. Nothing in these presents shall be construed as a demise or assignment or conveyance in land by the Owners of the said property or any part thereof to the Developer or as creating any right, title and interest in respect thereof in the Developer other than an exclusive right to develop the same in terms thereof, when the Developer shall be entitled to borrow money from any bank or banks without creating any financial liability on the Owners and their land or property shall not be encumbered and the Owners shall not be liable for payment of any dues of such bank or banks and for that purpose the Developer shall keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

3. Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served upon the Owners if sent to them under registered post with acknowledgement due or by Speed Post at the address/s given in this Agreement.

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4. That the Owners hereby fully agree and consent that Developer shall have the right to advertise, fix hoarding or sign board of any kind relating to the publicity for the benefit or sale of the Developer's part or parts in the New Building and on completion of the Building or earlier all such advertisements and hoardings shall be cleared by the Developer at his own costs.

:JOINT OBLIGATIONS:-

1. The Developer shall develop and construct a multi-storied residential building on the said land as per the sanctioned plan issued by the K.M.C. after utilizing the available F.A.R. as per present rules in vogue.

2. The Owners will hand over to the Developer the title deeds and other related papers and documents relating the said property whenever the Developer will ask for such document in writing for any official verification or related matters and the Developer will return such original documents to the Owners within a stipulated period that will be mentioned in the letter asking for the same. Instead of taking the original deeds from the Owners, the Developer may get certified copies of the said documents at his own cost and the Owners will co-operate with the Developer in getting such documents if any needed. It is also recorded herein that these documents will be kept with the Owners or the Owners' Association whenever all bona fide occupants of the flats in the New Building after completion form such association in future.

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3. If the Developer deliberately fails and / or neglects to complete the work of the proposed New Building and hand over the Owners' Allocation within the stipulated period as explained in the definition of TIME written hereinbefore, the Owners may demand extra payment towards RENT and in that case the Developer shall pay a sum of Rs. 5,000/- (Rupees five thousand) per month in addition to other considerations mentioned hereinbefore, without delay or demur.

:DISPUTE:-

1. Save & except what have been specifically stated herein, all disputes and differences between the parties arising out of the meaning of construction of this Agreement, or their respective rights and liabilities as per this Agreement shall be settled with amicable discussion between the parties hereto. If such discussions fail, either party shall have every right to seek resolution before any court within the jurisdiction of Calcutta High Court and Consumer forum in Kolkata.

THE SCHEDULE - "A" ABOVE REFERRED TO:
(Property to be Developed)

ALL THAT piece and parcel of bastu land measuring about 3 (three) Cottahs 12 (twelve) Chittaks, be the same or a little more or less with a two storied pucca habitable building of about 1170 (one thousand one hundred and seventy) Square Feet on each floor, i.e, the two floors together having 2340 (two thousand three hundred forty) Square Feet covered area, be the same or a little more or less, complete in all respects.

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and an adjacent two-room brick-built cemented house with asbestos rooftop measuring about 600 (six hundred) Square Feet. be the same or a little more or less, lying and situated at Mouza-Paschim Barisha, J.L. No.119, Touji No. 1-6,8-10,12-16, R.S no.43, in R.S & L.R Dag No.282, under P.S. Behala (now Sarsuna) at K.M.C Premises No. 64, Dakshin Behala Road, Mailing address P-86, Basudebpur, Paschim Barisha (now Sarsuna Main Road), being K.M.C Assessee No. 41-126-03-0128-0, in the District - South 24 Parganas, present within the limits of the Kolkata Municipal Corporation, under Ward No. 126, District South 24-Parganas, State - West Bengal along with easement rights of common passage attached thereto for free ingress and egress and the property is butted and bounded as follows:

Road Zone: Dutter math to Sasthir more.....

ON THE NORTH : Land of others.

ON THE EAST : Land of P - 85.

ON THE SOUTH : 16 feet wide K.M.C Road.

ON THE WEST : Land of P - 87.

THE SCHEDULE "B" ABOVE REFERRED TO:
(Description of Owners' Allocations)

ALL THAT the OWNERS' will get 50% (fifty percent) of the total constructed area of the total F.A.R. as per the plan to be sanctioned by the Kolkata Municipal Corporation, consisting of



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3(three) 3-BHK (three bed rooms, hall kitchen and toilets etc.) flats, on the North side of the First, Second and Third floors, and also 45% (forty-five percent) of the constructed area of the total F.A.R. as per the plan to be sanctioned by the Kolkata Municipal Corporation, including one 2-BHK (two bed rooms, hall, kitchen and toilets etc.) flat on the North side of the Ground floor, wherein it is also agreed that there will be in each room and dining hall wall-almirah and bunk, loft on top of the toilets – in all 4 (four) flats (if permitted by KMC) in the proposed New Multi-storied Residential Building together with undivided proportionate share or interest with easement rights in the said land at the said premises in finished and complete condition, and in addition to the said areas with the said number of flats as described above.

THE SCHEDULE "C" ABOVE REFERRED TO:
(Description of Developer's Allocations)

ALL THAT The DEVELOPER will get save and except the Owners' Allocation, the remaining 50% of the constructed area of the total F.A.R. consisting of flats on the First, Second and Third floors at the South side of the proposed New Building, and 55% (fifty-five percent) of the constructed area of the said F.A.R. consisting of flat/s and car- parking spaces etc. at the South side of the Ground Floor of the said building together with undivided impartible proportionate share or interest with easement rights in the said premises in finished and complete condition.

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SCHEDULE "D" ABOVE REFERRED TO
(Common Rights & Liabilities)

ALL THAT After the proposed Building is complete in all respects and flats handed over to the Owners of the land along with the other bona fideoccupiers, society or syndicate or association to be formed shall be allowed the following easements and liabilities for maintenance of the following:

- 1) All side spaces, back space, paths, passages, drain-ways in the land of the said New Building.
- 2) General lightening of the common portions and common electric line:
- 3) Drains and sewers from the building in the municipal connection, drains and / or sewerage.
- 4) Stair case and stair case landings.
- 5) Common septic tank.
- 6) Common water reservoir & common water pump
- 7) Water and sewerage evicton from the pipes of every unit.
- 8) Common top roof of the said building.
- 9) Lift and Lift Room.
- 10) Common lavatory in the ground floor.

: THE SCHEDULE "E" ABOVE REFERRED TO :
(Specification of Construction)

- 1) **STRUCTURE:** Building designed with R.C.C Framed structure which rests on individual column, designed and approved by the competent authority. Beforehand, the soil of the land is to be chemically treated to make it termite-free
- 2) **EXTERNAL WALL:** 8" thick brick wall plastered with cement



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mortar.

3) INTERNAL WALL: 3"/ 5" brick wall plastered with cement mortar and the walls between two flats will be 5".

4) FLOORING: Flooring is of tiles/ vitrified tiles, with 4" skirting (all bed rooms / drawings, dining space and verandah.

5) BATH ROOM: Bath Room fitted up to 6'ft height with designer glazed tiles of standard brand. Bath Room floors with standard marbles.

6) STAIR: Staircase room floors with standard marbles.

7) KITCHEN: Cooking Platform and sink will be of black still sink and 3' height glazed standard tiles above the platform to protect the oil spot and flooring of standard marble.

8) DINING ROOM: will have a good quality and stylish wash basin, beside other fittings

9) TOILET: One toilet of white color Western commode of standard brand with standard P.V.C system, another toilet of Orissa type pan or white color commode (as per the choice of the occupier) of standard brand with standard P.V.C System, good quality hand-wash basin, shower and geyser will be provided in the toilets. Both the toilets will have concealed pipeline (PVC or UPVC).

10) DOORS:- Main door will be of good quality Flush material with shall frame and with standard lock and other doors will be of flush door with shall frame and peep-hole on main entrance door, anodized aluminum tower bolt in all doors

11) WINDOWS:- Aluminum sliding window frames with fully glass panel will be of good quality

12) WATER SUPPLY: Water Supply round the clock is assured



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for which necessary deep tube well with submersible pump will be installed.

13) PLUMBING: Toilet concealed wiring with two bib cocks, one shower, in toilets all fittings are of standard quality.

14) VERANDHA / BALCONYS: Verandha / balcony grill will be provided with 02'-00" in height from 01'-00" top of floor.

15) OTHER WORKS : ---

- a) Full concealed wiring with copper conduct.
- b) In bed rooms two light points, only one five Amp Plug, A.C point, one fan point.
- c) Living / Dining room -- three light points, one fan point, one 05/15 Amp Plug point. One good quality stylish wash basin with goose neck tap.
- d) Kitchen -- two light points, one exhaust fan point and one 15 Amp. plug point,
- e) Toilet- - two light points, one exhaust fan point and a geyser point. Close to outside of toilet one point for washing machine.
- f) Verandah - two light points, one fan-point.
- g) Two light points in the main entrance.
- h) Calling Bell --one calling bell point for each flat at the main entrance.
- i) Antiquities Treatment in the foundation work as well as in the ground floor.

16) ELECTRIC: Electric Meter, mother meter and transformer (if any) will be installed by the Developer at his costs and expenditure, and provision for separate meter points for each flat-owner to be provided by the said Developer. The Land-owners had electric meters of their own. The Developer will



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arrange for and bear costs for new electric meters in the names of the Owners in the New Building. Other flat occupiers will spend for their respective meters for their separate use. To ensure safety for users and of electrical appliances, proper earthing with metal casing in the ground will be installed by the Developer with a view to preventing shocks and damages. The NCV in the electric meter-room should be of powerful high endurance to prevent unwarranted tripping.

17) PAINTING: a) Inside wall of the flat will be finished with Putty and external wall with white weather coat.
b) All doors and / or window frames and shutters will be painted with two coats of white primer.

18) High quality Lift will be provided for Common use;

19) Boundary walls with standard height

20) Sufficient lighting with stylish fixtures for beautification and aesthetics of the front and back of the building

21) A lightning arrester on the roof may be installed if the occupiers of the flats want.

22) The apartment may be given a good name after discussion with the Owners.

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IN WITNESS WHEREOF the OWNERS and the DEVELOPER have hereunto set and subscribed their respective hands on the day, month and the year first above written in presence of the following witnesses.

WITNESSES:

1. Danyam Mondal
Alipore Police Court
Kolkata - 700027

Kejal Chandra Borah
Ishwar Chandra Borah

Shikha Roy
Arpita Chakraborty
Shameek Chakraborty
Kunal Chakraborty

2. Rishrajit Ray
Bhasam Chatterjee
Ps - Behala
Kolkata - 700034.

.....
Signatures of the OWNERS

New Man Corporation Inc
Chiranjit Dm
Proprietor

.....
Signature of the DEVELOPER

Readover, Explained

& Drafted by: -

Swadesh Ranjan Das
SWADESH RANJAN DAS
Advocate
Alipore Police Court, Kolkata-700027
Regn. No. - WB/967/1995
Advocate
Alipore Police Court,
Kolkata - 700027.

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Reg. No. 925/97



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name..... KAJAL CHAKRABORTY.....

Signature..... Kajal Chakraborty.....



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name..... ISHWAR CHAKRABORTY.....

Signature..... Ishwar Chakraborty.....



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					



Name..... CHIRADIP DAS.....

Signature..... Chiradip Das.....

22 JUL 2025

S.C. GHOSH, NOTARY
Govt. of India
Reg. No. 925/07

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name..... SHIPRA Roy

Signature..... Shipra Roy

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name..... ANJALI CHAKRABORTY

Signature..... Anjali Chakraborty

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name..... SHAMEEK CHAKRABORTY

Signature..... Shameek chakraborty

NOTARY
S. C. GHOSH, NOTARY
Govt. of India
Reg. No. 994/97
2023
THIRUPUR
ATTESTED BY

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name..... KUNAL CHAKRABORTY

Signature..... Kunal Chakraborty

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name.....

Signature.....

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

22 JUL 2025



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S. C. GHOSH, NOTARY
Govt. of India
Reg. No. 925/97

Name.....

Signature.....

Major Information of the Deed

Deed No :	I-1603-13177/2025	Date of Registration	14/07/2025
Query No / Year	1603-2001963306/2025	Office where deed is registered	
Query Date	08/07/2025 6:05:13 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	SWADESH RANJAN DAS ALIPORE POLICE COURT,KOLKATA,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 6290550341, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2]	
Set Forth value		Market Value	
		Rs. 49,34,997/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 7,020/- (Article:48(g))		Rs. 53/- (Article:E, E)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Uroan area)		

Land Details :

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Dakshin Behala Road, Road Zone : (Dutter Math – Sasthir More) , , Premises No: 64, , Ward No: 126 Pin Code : 700061

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 12 Chatak		29,99,997/-	Width of Approach Road: 16 Ft., Adjacent to Meta Road.
Grand Total :				6.1875Dec	0 /-	29,99,997 /-	

Structure Details :

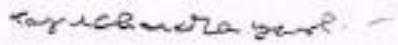
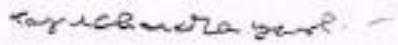
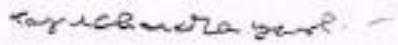
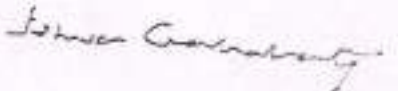
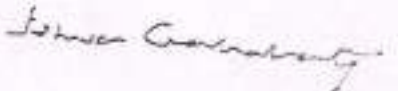
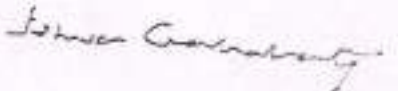
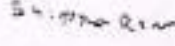
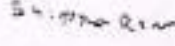
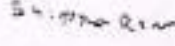
Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2940 Sq Ft.	0/-	19,35,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1170 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1170 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 3, Area of floor : 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		2940 sq ft	0 /-	19,35,000 /-	



22 JUL 2025

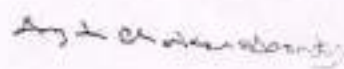
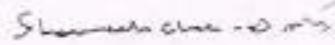
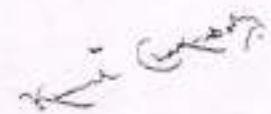
TRUE COPY
ATTESTED BY ME
[Signature]
S.C. GHOSH, NOTARY
Govt. of India
Reg. No. 5235/97

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Shri Kajal Chakraborty Son of Late Nani Gopal Chakraborty Executed by: Self, Date of Execution: 14/07/2025 , Admitted by: Self, Date of Admission: 14/07/2025 ,Place : Office </td> <td>  </td> <td>  Captured </td> <td>  </td> </tr> <tr> <td>14/07/2025</td> <td></td> <td>LTI 14/07/2025</td> <td>14/07/2025</td> </tr> </tbody> </table> P-86,Basudevpur,Sarsuna Main Road, City:- Kolkata, P.O:- Sarsuna, P.S:-Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN:- 700061 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India Date of Birth:XX-XX-1XX8 , PAN No.: aexxxxxx6r, Aadhaar No: 28xxxxxxxx9764, Status :Individual, Executed by: Self, Date of Execution: 14/07/2025 , Admitted by: Self, Date of Admission: 14/07/2025 ,Place : Office	Name	Photo	Finger Print	Signature	Shri Kajal Chakraborty Son of Late Nani Gopal Chakraborty Executed by: Self, Date of Execution: 14/07/2025 , Admitted by: Self, Date of Admission: 14/07/2025 ,Place : Office		 Captured		14/07/2025		LTI 14/07/2025	14/07/2025
Name	Photo	Finger Print	Signature										
Shri Kajal Chakraborty Son of Late Nani Gopal Chakraborty Executed by: Self, Date of Execution: 14/07/2025 , Admitted by: Self, Date of Admission: 14/07/2025 ,Place : Office		 Captured											
14/07/2025		LTI 14/07/2025	14/07/2025										
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Shri Ishwar Chakraborty Son of Late Nani Gopal Chakraborty Executed by: Self, Date of Execution: 14/07/2025 , Admitted by: Self, Date of Admission: 14/07/2025 ,Place : Office </td> <td>  </td> <td>  Captured </td> <td>  </td> </tr> <tr> <td>14/07/2025</td> <td></td> <td>LTI 14/07/2025</td> <td>14/07/2025</td> </tr> </tbody> </table> P-86,Basudevpur,Sarsuna Main Road, City:- Not Specified, P.O:- Sarsuna, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700061 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India Date of Birth:XX-XX-1XX4 , PAN No.: acxxxxxx4g, Aadhaar No: 74xxxxxxxx6087, Status :Individual, Executed by: Self, Date of Execution: 14/07/2025 , Admitted by: Self, Date of Admission: 14/07/2025 ,Place : Office -	Name	Photo	Finger Print	Signature	Shri Ishwar Chakraborty Son of Late Nani Gopal Chakraborty Executed by: Self, Date of Execution: 14/07/2025 , Admitted by: Self, Date of Admission: 14/07/2025 ,Place : Office		 Captured		14/07/2025		LTI 14/07/2025	14/07/2025
Name	Photo	Finger Print	Signature										
Shri Ishwar Chakraborty Son of Late Nani Gopal Chakraborty Executed by: Self, Date of Execution: 14/07/2025 , Admitted by: Self, Date of Admission: 14/07/2025 ,Place : Office		 Captured											
14/07/2025		LTI 14/07/2025	14/07/2025										
3	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Smt Shipra Roy Daughter of Late Nani Gopal Chakraborty Executed by: Self, Date of Execution: 14/07/2025 , Admitted by: Self, Date of Admission: 14/07/2025 ,Place : Office </td> <td>  </td> <td>  Captured </td> <td>  </td> </tr> <tr> <td>14/07/2025</td> <td></td> <td>LTI 14/07/2025</td> <td>14/07/2025</td> </tr> </tbody> </table> 20,Dakshin Behala Road, City:- Kolkata, P.O:- Sarsuna, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700061 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India Date of Birth:XX-XX-1XX7 , PAN No.: afxxxxxx1b, Aadhaar No: 96xxxxxxxx8481, Status :Individual, Executed by: Self, Date of Execution: 14/07/2025 , Admitted by: Self, Date of Admission: 14/07/2025 ,Place : Office	Name	Photo	Finger Print	Signature	Smt Shipra Roy Daughter of Late Nani Gopal Chakraborty Executed by: Self, Date of Execution: 14/07/2025 , Admitted by: Self, Date of Admission: 14/07/2025 ,Place : Office		 Captured		14/07/2025		LTI 14/07/2025	14/07/2025
Name	Photo	Finger Print	Signature										
Smt Shipra Roy Daughter of Late Nani Gopal Chakraborty Executed by: Self, Date of Execution: 14/07/2025 , Admitted by: Self, Date of Admission: 14/07/2025 ,Place : Office		 Captured											
14/07/2025		LTI 14/07/2025	14/07/2025										

22 JUL 2025



4	Name Smt Anjali Chakraborty Wife of Late Ratan Chakraborty Executed by: Self, Date of Execution: 14/07/2025 , Admitted by: Self, Date of Admission: 14/07/2025 ,Place : Office	Photo  14/07/2025	Finger Print  Captured LTI 14/07/2025	Signature  14/07/2025
P-86,Basudevpur,Saruna Main Road, City:- Kolkata, P.O:- Sarsuna, P.S:-Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN:- 700061 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX9 , PAN No.:: baxxxxxx3q, Aadhaar No: 85xxxxxxxx9586, Status :Individual, Executed by: Self, Date of Execution: 14/07/2025 , Admitted by: Self, Date of Admission: 14/07/2025 ,Place : Office				
5	Name Shri Shameek Chakraborty Son of Late Ratan Chakraborty Executed by: Self, Date of Execution: 14/07/2025 , Admitted by: Self, Date of Admission: 14/07/2025 ,Place : Office	Photo  14/07/2025	Finger Print  Captured LTI 14/07/2025	Signature  14/07/2025
P-86,Basudevpur,Sarsuna Main Road, City:- Not Specified, P.O:- Sarsuna, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700061 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX5 , PAN No.:: ajxxxxxx7e, Aadhaar No: 43xxxxxxxx8928, Status :Individual, Executed by: Self, Date of Execution: 14/07/2025 , Admitted by: Self, Date of Admission: 14/07/2025 ,Place : Office				
6	Name Shri Kunal Chakraborty Son of Late Ratan Chakraborty Executed by: Self, Date of Execution: 14/07/2025 , Admitted by: Self, Date of Admission: 14/07/2025 ,Place : Office	Photo  14/07/2025	Finger Print  Captured LTI 14/07/2025	Signature  14/07/2025
P-86,Basudevpur,Sarsuna Main Road, City:- Kolkata, P.O:- Sarsuna, P.S:-Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN:- 700061 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX1 , PAN No.:: baxxxxxx4k, Aadhaar No: 31xxxxxxxx1639, Status :Individual, Executed by: Self, Date of Execution: 14/07/2025 , Admitted by: Self, Date of Admission: 14/07/2025 ,Place : Office				

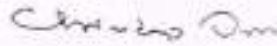
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	NEW MAN CORPORATION INC 67,Fakir Para Road, City:- Kolkata, P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Date of Incorporation:XX-XX-1XX4 , PAN No.:: afxxxxxx1q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

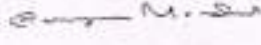
22 JUL 2025



Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri Chiradip Das (Presentant) Son of Shri Chittaranjan Das Date of Execution - 14/07/2025, , Admitted by: Self, Date of Admission: 14/07/2025, Place of Admission of Execution: Office	 Jul 14 2025 12:10PM	 Captured LTI 14/07/2025	 14/07/2025
40/5E,Fakir Para Road, City:- Kolkata, P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.:: afxxxxxx1q, Aadhaar No: 52xxxxxxxx3322 Status : Representative, Representative of : NEW MAN CORPORATION INC (as Proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Narayan Mondal Son of Late Nishikanata Mondal Alipore Police Court, City:- Not Specified, P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 14/07/2025	 Captured 14/07/2025	 14/07/2025
Identifier Of Shri Kajal Chakraborty, Shri Ishwar Chakraborty, Smt Shipra Roy, Smt Anjali Chakraborty, Shri Shameek Chakraborty, Shri Kunal Chakraborty, Shri Chiradip Das			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Kajal Chakraborty	NEW MAN CORPORATION INC-1.03125 Dec
2	Shri Ishwar Chakraborty	NEW MAN CORPORATION INC-1.03125 Dec
3	Smt Shipra Roy	NEW MAN CORPORATION INC-1.03125 Dec
4	Smt Anjali Chakraborty	NEW MAN CORPORATION INC-1.03125 Dec
5	Shri Shameek Chakraborty	NEW MAN CORPORATION INC-1.03125 Dec
6	Shri Kunal Chakraborty	NEW MAN CORPORATION INC-1.03125 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri Kajal Chakraborty	NEW MAN CORPORATION INC-490.00000000 Sq Ft
2	Shri Ishwar Chakraborty	NEW MAN CORPORATION INC-490.00000000 Sq Ft
3	Smt Shipra Roy	NEW MAN CORPORATION INC-490.00000000 Sq Ft
4	Smt Anjali Chakraborty	NEW MAN CORPORATION INC-490.00000000 Sq Ft
5	Shri Shameek Chakraborty	NEW MAN CORPORATION INC-490.00000000 Sq Ft
6	Shri Kunal Chakraborty	NEW MAN CORPORATION INC-490.00000000 Sq Ft



TRUE COPY
 ATTENDED BY ME

S.C. GHOSH, NOTARY
 Govt. of India
 Reg. No. 925/97

Endorsement For Deed Number : I - 160313177 / 2025

On 14-07-2025

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

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

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

Presented for registration at 11:46 hrs on 14-07-2025, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri Chiradip 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 49,34,997/-

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

Execution is admitted on 14/07/2025 by 1. Shri Kajal Chakraborty, Son of Late Nani Gopal Chakraborty, P-86,Basudevpur,Sarsuna Main Road, P.O: Sarsuna, Thana: Thakurpukur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by Profession Professionals, 2. Shri Ishwar Chakraborty, Son of Late Nani Gopal Chakraborty, P-86,Basudevpur,Sarsuna Main Road, P.O: Sarsuna, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by Profession Professionals, 3. Smt Shipra Roy, Daughter of Late Nani Gopal Chakraborty, 20,Dakshin Behala Road, P.O: Sarsuna, Thana: Thakurpukur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by Profession House wife, 4 Smt Anjali Chakraborty, Wife of Late Ratan Chakraborty, P-86,Basudevpur,Sarsuna Main Road, P.O: Sarsuna, Thana: Thakurpukur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by Profession House wife, 5. Shri Shameek Chakraborty, Son of Late Ratan Chakraborty, P-86,Basudevpur,Sarsuna Main Road, P.O: Sarsuna, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by Profession Service, 6. Shri Kunal Chakraborty, Son of Late Ratan Chakraborty, P-86,Basudevpur,Sarsuna Main Road, P.O: Sarsuna, Thana: Thakurpukur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by Profession Service

Indetified by Mr Narayan Mondal, , Son of Late Nishikanata Mondal, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 14-07-2025 by Shri Chiradip Das, Proprietor, NEW MAN CORPORATION INC (Sole Proprietorship), 67,Fakir Para Road, City:- Kolkata, P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034

Indetified by Mr Narayan Mondal, , Son of Late Nishikanata Mondal, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by , by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/07/2025 6:06PM with Govt. Ref. No: 192025260157058648 on 13-07-2025, Amount Rs: 21/-, Bank: SBIPay (SBIPay), Ref. No. 2085641967957 on 13-07-2025, Head of Account 0030-03-104-001-16



22 JUL 2025

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S. C. GHOSH, NOTARY
Govt. of India
Reg. No. 085/07

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by , by Stamp Rs 100.00/-, by online = Rs 6,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 243, Amount: Rs.100.00/-, Date of Purchase: 20/06/2025, Vendor name: P CHAKRABORTY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 13/07/2025 6:06PM with Govt. Ref. No: 192025260157058648 on 13-07-2025, Amount Rs: 6,920/-, Bank SBI EPay (SBIPay), Ref. No. 2085641967957 on 13-07-2025, Head of Account 0030-02-103-003-02

[Signature]

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



THIS COPY
ATTACHED TO ME

[Signature]
S.C. GHOSH, NOTARY
Govt. of India
Reg. No. 925/97

22 JUL 2025

