15447/23 V-3531/23 E-14782/23

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

INDIA

सत्यमेव जयते

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

K 844469

21/09/2023

S.M-2-234276523

7.80

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

District Sub-Registrar-III
Alipore, South 24-parganas

21.09.23

DEVELOPMENT AGREEMENT
(Registered)

THIS DEED OF DEVELOPMENT AGREEMENT is made on this the 21st day of September, Two Thousand Twenty Three(2023) BETWEEN (1) SMT. ARUNDHATI BANERJEE wife of Sri Rahuldeb Banerjee and daughter of Late Rajat Kanti Mukherjee, PAN: AIFPB9636G, Aadhar No. 5140 9386 8018, by faith Hindu, by Occupation

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11 SEP 2023

S. No. 2355 Cat
Sold to
of
Rupees 200/-
Gopal Pramanik

Samiran Das
Stamp Vendor
Alipore Police Court
South 24 Pgs., Kol-27

M. K. HALDAR
Advocate, Alipore Judges' Court
Kolkata - 27

11839

2355 of 200/- Five hundred only

PARIJAT DEVELOPER
Gopal Pramanik
Partner

11840

PARIJAT DEVELOPER
Partner

11841

PARIJAT DEVELOPER
Partner

11842

PARIJAT DEVELOPER
Partner

Office of the Dist. Sub-Registrar-III
জেলা অবর নিবন্ধক
South 24 Parganas, Alipore

DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS. ALIPORE
21 SEP 2023

Home Loan

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- Service, by Nationality Indian, residing at C-117, SF, SUNCITY, Sector-54, Gurgaon, P.O. Gurgaon, P.S. Gurgaon, Haryana, Pin: 122011, (2) SRI SUBHRA KANTI MUKHERJEE son of Late Rajat Kanti Mukherjee, PAN: AMJPM6629G, Aadhar No. 846167401810, by faith -Hindu, By Occupation- Service, by Nationality Indian, residing at A-53, Nandan Kanan, Santoshpur, P.O. Santoshpur, P.S. Purba Jadavpur, Kolkata 700 075, hereinafter jointly called or referred to as the "LANDOWNERS" (which expression unless excluded by or repugnant to the context shall be deemed to mean and include their respective heirs, executors, successors, administrators, legal representatives, nominees and assigns) of the ONE PART;

-A N D-

M/S. PARIJAT DEVELOPER, a Partnership Business, (PAN: AAWFP6025C), having its registered Office at 56/A, North Purbachal Road, Kolkata 700 078, P.S. Garfa, represented by its Partners (1) SRI SUMON PAUL (PAN – ALFPP4312E, Aadhaar No. 284799887004), son of Late Swapan Kumar Paul, residing at Premises No. 43, Talbagan Main Road, Kolkata 700 122. P.S. Titagarh, P.O. Nonachandan Pukur, District-24 Parganas (N), (2) SRI SRIKRISHNA SHARMA (PAN- AVWPS4731K, Aadhaar No. 883265783467), son of Sri Dulal Sharma, residing at Premises No. 15, Haltu North Purbachal School Road, Kolkata 700 078,

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P.S. Kasba at present Garfa, (3) SRI PRAN KRISHNA DAS, (PAN –ALFPD 2394E Aadhaar No. 704304524432), son of Sri Nilkanta Das, residing at Premises No. 42/2, Purbachal Road, North, Kolkata 700 078, P.S. Kasba at present Garfa, (4) SRI GOPAL PRAMANICK alias GOPAL PRAMANIK (PAN – AIDPP 9807H, Aadhaar No. 813509318024), son of Sri Bishnupada Pramanick, residing at Premises No. 1, Garden Road, Haltu North Purbachal, Kolkata 700 078, P.S. Garfa, hereinafter Called or referred to as the "DEVELOPER" (which expression unless repugnant to the context be deemed to include, their executors, legal representatives, administrators successor-in-office and assigns) of the OTHER PART;

WHEREAS:

1. That the father of the Landowners i.e. RAJAT KANTI MUKHERJEE son of Jogendra Nath Mukherjee was the absolute Owner of ALL THAT piece and parcel of Land measuring 03 Cottahs comprised in R.S. Dag No.706/774, C.S. Dag No. 706, under R.S. Khatian No. 114, C.S. Khatian No. 10, Touzi No. 351, J.L. No. 22, Mouza- Santoshpur, P.S. Jadavpur, District 24 Parganas, by virtue of Deed of Gift 23/12/1980 vide Deed No.5947 from its erstwhile Owner Smt. Manjula Mukherjee wife of Rajat Kanti Mukherjee. The said Deed was registered at Sub Registration Office at Alipore and recorded in Book No. 1, Volume No. 157, Pages from 129 to 131, being No. 5947 for the year 1980. After the

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said Deed of Gift, the said Rajat Kanti Mukherjee became the absolute Owner of the said 03 Cottahs Land and constructed a two storied building on the said Land. Thereafter the said Rajat Kanti Mukherjee mutated his name before the Kolkata Municipal Corporation in respect of the said Land and building and known as KMC Premises No.193, Survey Park, Kolkata 700 075, Ward No. 109 and recorded under Assessee No. 311091301937, postal Address A/53, Nandan Kanan Kolkata 700 075.

2. Thereafter the said Rajat Kanti Mukherjee during his life time executed and registered a "WILL" in respect of his said Land and Building, wherein he bequeathed the entire First Floor and one mezzanine Room and one garage, on the ground floor and vacant land of eastern & southern portion of the said Building to his daughter Smt. Arundhati Banerjee the Land Owner No-1, hereof and entire Ground Floor and vacant land northern & western side of the said Building to his son Sri Subhra Kanti Mukherjee the Land Owner No. 2 hereof and appointed his son Subhra Kanti Mukherjee as executor of the said WILL.

3. Thereafter the said Rajat Kanti Mukherjee died on 16/10/2013. And after his death his son Subhra Kanti Mukherjee executor and beneficiary of the said WILL, filed a Probate case before the Hon'ble

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High Court vide P.L.A No. 169 of 2020 and the said will was probated on 23/03/2022.

4. Thar after granting probate of the said WILL of Late Rajat Kanti Mukherjee, the Beneficiary Arundhati Banerjee the Land Owner No.1 hereof became the Owner of entire First Floor with mezzanine Room and one Car Parking Space on the ground floor of the said building and the other Beneficiary Subhra Kanti Mukherjee the Land Owner No. 2 hereof became the Owner of entire Ground Floor of the said Premises No. 193, Survey Park, Kolkata 700 075, Ward No. 109 and recorded under Assessee No. 311091301937, postal Address A/53, Nandan Kanan, Kolkata 700 075 .

5 That the LANDOWNER No. 1 and the LANDOWNER No. 2 hereto being enjoyed and possessed their respective portion of the property. Thereafter the Landowner No. 1 and Landowner No. 2 hereof expressed their desire to construct a multistoried building on the said Land by amalgamating their respective area of the Building into a single Assessee Number / Premises and in order to give a better shape of the building to be constructed. Thereafter the Landowner No. 1 and the Landowner No. 2 amalgamated the their respective portion by a Deed of Amalgamation vide Deed No. 7530 on 30/05/2023. The said Deed was registered at DSR-III and recorded in Book No. 1, Volume No. 1603-2023, Pages from 214858 to 214877, Being No. 7530 for the year 2023. After

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the said amalgamation the Landowners hereof mutated their names before the Kolkata Municipal Corporation in respect said entire Land and Building and recorded under Assessee No. 311091301937, being Premises No. 193, Survey Park, Kolkata 700 075, Ward No. 109 more particularly mentioned in the FIRST SCHEDULE hereunder written.

AND WHEREAS that at present the Landowners hereof, with due intention to develop the said premises by erecting a Ground plus Three or Four Storied building on the said property according to the said sanction plan of Kolkata Municipal Corporation, approached the Party of the Other Part hereto i.e. Developer hereof to construct a building on the FIRST SCHEDULE below Property as per sanction building plan of the Kolkata Municipal Corporation with a view to entirely for commercial purpose.

AND WHEREAS that upon the said approach of the Landowners, the Developer hereof inspected the all original documents and papers relating to the said land / premises and physically inspected the site of the land and got themselves satisfied and after protracted discussion with the Land Owners hereof, the Developer agreed to develop the said property by erecting a Ground Plus Three / Four Storied building thereon according to the sanctioned building plan of Kolkata Municipal Corporation on the terms and conditions hereunder written.

NOW THESE PRESENTS WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO TO as follows: -

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ARTICLE -I

DEFINITION

Unless there is anything repugnant to the subject or context the following terms will have the meaning assigned to them: -

1) OWNER shall mean SMT. ARUNDHATI BANERJEE and SRI SUBHRA KANTI MUKHERJEE and include their legal heirs, successors, executors, administrators, and legal representatives.

2) DEVELOPER shall mean M/S. PARIJAT DEVELOPER, a Partnership Business, having its registered Office at 56/A, North Purbachal Road, Kolkata 700 078, P.S. Garfa including its partners.

3) BUILDING shall mean Ground plus Three or Four storied building to be constructed on the First Schedule property according to plan to be sanctioned by the Kolkata Municipal Corporation.

4) COMMON FACILITIES AND AMENITIES shall include corridors, stairways, passageways, common lavatories, underground water reservoir, overhead water tank, water pump and motor and roof, common passage of the building, electric main / common meter, Lift and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment provisions, maintenance and management of the building.

5) SALEABLE SPACE shall mean Flats, Shop Room, Garage Space and other space of the said building available for independent use and

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occupation of the Developer's Allocation, after making due provisions for common facilities and the space required therefore save and except the Owner's Allocation mentioned in the SECOND SCHEDULE hereunder written.

6) OWNER'S ALLOCATION shall mean the after construction of the entire building according to the sanction building plan of Kolkata Municipal Corporation by the Developer with their own fund, the Developer will deliver the following Flats to the Land Owners i.e.

a) GROUND FLOOR: ENTIRE South East North side all Parking Space with one Shop Room.

b) SECOND FLOOR: ENTIRE SECOND FLOOR consisting of two individual Flat. Subhra Kanti Mukherjee will get South East North side Flat and Arundhati Banerjee will get South West North Side Flat.

c) THIRD FLOOR : 50% of the said Floor South West North Side Flat.

If the Developer constructs 4th Floor of the Building with right permission of the Kolkata Municipal Corporation, then the Owners will get 30% of the sale Price of the said Floor. And the sale Price of 30% to be transferred by the Developer to the Land Owners Bank Account i.e. Smt. Arundhuti Banerjee and Subhra Kanti Mukherjee in equal share.

The said proposed building to the constructed on the First Schedule property by the Developer according to the sanction plan of KMC and the above-mentioned Flats to be delivered to the Land Owners

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in lieu of their land more particularly mentioned in the SECOND SCHEDULE hereunder written.

After completion of the said building in all respect according to the sanction building plan of the KMC, the Developer obtains the completion certificate from the Kolkata Municipal Corporation. Thereafter the developer will construct Tin shed on the septic Tank and underground water tank Back side of the Building for two parking space. One parking space for landowners and other parking space for the developer.

The Developer also pay a sum of Rs. 17,00,000/- (Rupees Seventeen Lakhs) only as non-adjustable and non-refundable and forfeited amount to the Land Owners hereof and the said amount will be paid as follows: -

a) At the time of signing this Agreement Rs. 8,50,000/- (Rupees Eight Lakh Fifty Thousand) only. (Subhra Kanti Mukherjee will get Rs. 4,25,000/- and Arundhati Banerjee will get Rs. 4,25,000/-)

b) At the time of Second Floor Casting or within Four months from the date of start of work of the building (whichever is earlier) Rs. 8,50,000/-(Rupees Eight Lakh Fifty Thousand) only in equal Share.(Subhra Kanti Mukherjee will get Rs. 4,25,000/- and Arundhati Banerjee will get Rs. 4,25,000/-)

7) DEVELOPER'S ALLOCATION shall mean the remaining portion of the proposed building after providing the Owner's Allocation,

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mentioned above. more particularly mentioned in the THIRD SCHEDULE hereunder written. i.e.

a) GROUND FLOOR: ENTIRE Southwest North side all Parking Space with one Shop Room.

b) FIRST FLOOR: ENTIRE FIRST FLOOR consisting of two individual Flat.

c) THIRD FLOOR: 50% of the said Floor, South East North Side Flat .

If the Developer constructs 4th Floor of the Building with right permission of the Kolkata Municipal Corporation, then the Developer will get 70% of sale Price of the said Floor and the Landowners will get 30% of sale price of the said Floor. The said entire Fourth Floor to be sold by the Developer.

After completing the said building in all respect according to the sanction building plan of the KMC, the developer obtains the completion certificate from the Kolkata Municipal Corporation. Thereafter the developer will construct Tin shed on the septic Tank and underground water tank Back side of the Building for two parking space. One parking space for landowners and other parking space for the developer

8) BUILDING PLAN shall mean the plan or plans for the proposed construction of the new building/s after getting maximum FAR from the KMC and to be submitted before the Kolkata Municipal Corporation, by

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the Developer at their cost and expenses which include any amendments hereto, and / or modifications thereof.

9) ARCHITECT shall mean any qualified person or persons or firm or firms approved by the KMC authority appointed or nominated by the Developer as Architect or Architects of the new building/s to be constructed upon the said premises.

10) FORCE MAJEURE shall mean flood, riot, war storm, tempest, civil commotion, or any act of the god which is beyond the control of parties hereto affected thereby.

11) COMMON PURPOSES shall mean and include the purposes of maintaining and managing the said property /premises / land and / or building /buildings and in particular the common parts, meeting of the common expenses and matters relating to mutual rights and obligations of the party's interest relating to the said property / premises land and / or building or buildings and the use and enjoyment thereof.

ARTICLE –II: OWNER'S REPRESENTATION

1. The Land Owners hereof are the joint Owners of ALL THAT the said land with structure and have agreed to make over and deliver to the Developer the vacant and peaceful possession of the said land for the purpose of construction of the proposed building after execution of this Agreement in respect of the land more particularly mentioned in the FIRST SCHEDULE hereunder.

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2. The Landowners have good, clear, marketable title in respect of the said premises and have right to enter into this agreement with the Developer.

3. None other than the Landowners have any right, title, interest, claim and / or demand whatsoever over and in respect of the said property and / or portion thereof and the said property is free from all encumbrances, charges, lines, lispendens, attachments, trust whatsoever and howsoever and no suit or proceeding in respect of the said land is pending.

4. That Prior to the execution of this agreement the Landowners have not entered into any Agreement for Sale, Development, Leases, transfer of the FIRST SCHEDULE property with any other persons.

5. That all arrears rents, taxes, charges and rates in respect of the said land of the FIRST SCHEDULE till the date of execution this present shall be paid by the Land Owners in this respect, the Developer have no financial liability relating to the same and the Developer shall be liable to pay the rent, rates and taxes and other charges from the date of execution of this agreement till the completion and delivery of OWNERS' ALLOCATION of the Building complete in all respect.

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6. That at the time of Execution of this Agreement the Landowners shall handover all the original documents of the FIRST SCHEDULE Property to the Developer for construction of the proposed building with a valid receipt. And all the said Documents will be refunded to the Landowners at the time of First negotiation with Landowners and the Purchasers of the Developer.

ARTICLE –III:

DEVELOPER'S RIGHTS & OBLIGATIONS:

1. The Developer hereby agrees and covenants with the Landowner that the Developer will complete the construction of the new building in all respects within 18 (Eighteen) months from the date of sanction building plan in respect of the First Schedule property and shall also handover the aforesaid Owner's Allocated share within the said stipulated period of 18 months from the date of sanction of building plan from the KMC without pandemic situation. But in case of failure to handover the possession within the schedule period then the Developer will compensate the Owner @ Rs. 10,000/- (Rupees Ten Thousand) only per month till handover the possession of the Owner's Allocation. The time in these respects will be deemed to be the essence by the contract.

If the Developer fails to deliver the Owner's Allocated portion of the said building within the aforesaid stipulated time mentioned above,

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due to pandemic situation of the state then in that event the Landowners and Developer shall solve the matter between themselves on mutually.

2. The Developer hereby agrees and covenants with the Landowners not to do any act deed or thing whereby the Landowners are prevented from enjoying, selling, assigning and / or disposing of any portion of the Owner's Allocation in the new building in the said premises.

3. The Developer hereby undertakes to construct the building diligently and expeditiously and to make over the possession the Owner's Allocation to the Owner herein within 18 Months from the date of sanction building plan from the KMC unless prevented by the act of God beyond their reasonable control.

4. The Landowners hereby grant to the Developer with exclusive right to build, construct, erect and complete the said building and to sale the Developer's Allocated areas by entering into agreement for sale and / or transfer in accordance with the said sanction plan of Kolkata Municipal Corporation.

5. The Developer shall prepare, modify and /or alter the building plan and submit the same to the Kolkata Municipal Corporation and shall pay and bear all fees including 'Architect fees, charges and sanction fees other expenses etc. required to be paid or deposited for

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obtaining the sanction plan from the Kolkata Municipal Corporation for the construction of the building at the said premises provided however that the Developer shall have exclusively right to collect all refunds from the Kolkata Municipal Corporation. The Developer undertake that they will sell their allocated Flat, Car Parking Spade and Shop room of the said Building to any person/s who are govern by Hindu religious.

6. The Developer shall be entitled to the Developer's Allocated portion as saleable space in the building to be constructed at the said premises together with the proportionate undivided share in the said land along with the common areas facilities and amenities including the right to use thereof to be available at the said premises upon construction of the said building after handing over the Owner's Allocated portion to the Land Owners herein within the aforesaid stipulated time herein stated.

7. The Developer shall be entitled for their allocation and to enter into agreement for sale and to take advance from the proposed Purchaser / Purchasers hereby at their own risk and responsibility and transfer transferees for their residential purpose in respect of the Developer's allocated portion of the said building. The Developer shall not deliver the possession of the Developer's Allocated portion to any of the transferees of the Developer until the Developer makes over possession of the Owner's Allocation to the Owners.

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8. In construction of the buildings and providing dwelling units the Developer shall install in the said buildings at its own costs and expenses, the water storage tanks, overhead reservoirs, electrical installations, electrical wirings, water pipes, sanitary wares, Lift and all other facilities and amenities attendant to dwelling units and / or ownership flats and / or as required to be provided in such building to make the dwelling units for comfortable habitation.

ARTICLE –IV

CONSIDERATION

In consideration of the said land, the Land Owners have agreed to grant the Developer to exclusive right to develop the said premises according to the sanction-building plan of the appropriate authority and after construction of the entire building togetherwith all amenities thereto the Developer hereby agrees to deliver Owners Allocation of the proposed Building to the Owners to the constructed on the First Schedule property as described in the SECOND SCHEDULE hereunder written at KMC Premises No. 193, Survey Park, Kolkata 700 075, Ward No. 109 and Developer shall also pay Rs. 17,00,000/- (Rupees Seventeen Lakh) only to the Owners as non refundable amount.

That during the period of construction the Developer shall arrange 3(Three)BHK Flat nearby locality for temporary residential

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accommodation for the Land Owner No.1(Subhra Kanti Mukherjee) and monthly rent @ Rs.12,000/- and separately one Store room for resting / Storing the all belongings of the Mother of the Land Owners and all advances for the said accommodation and the said Store Room to be paid by the Developer to the Landowners till date of delivery of Owners allocation of the proposed Building in habitable condition and the Developer will demolish the existing structure lying on the First Schedule property with their cost and take the all old building materials and the Owners will not have any objection.

After completing the said building in all respect according to the sanction building plan, the developer obtains the completion certificate from the Kolkata Municipal Corporation. Thereafter the developer construct tin shed on the septic Tank and underground water tank for two parking space. One parking space for land owners and one parking space for developer.

ARTICLE –V

PROCEDURE

That the Landowners shall grant in favour of the Developer a DEVELOPMENT POWER OF ATTORNEY as may be required by the Developer for the purpose of construction of the building and all other necessary permissions from the appropriate authority in connection with the construction of the building and to erect a building as per the said sanctioned building plan and to collect advance from Intending

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Purchaser / Purchasers of the Developer's Allocated portion and also to execute all Deed of Declaration, Affidavit, Deed of Gift to KMC, all Deed of Conveyances of the Developer's Allocated portion in the said building.

Be it noted that by this Development Agreement and the related Development Power of Attorney, the Developer shall only be entitled to receive consideration Money by executing Agreement / Final Documents for transfer of Property as per provisions and laid down in the said Documents as a Developer without getting any Ownership of any Part of the Property under schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement / Final Document for Transfer of Property between the Owner and the Developer in anyway. This clause shall have overridden effect to anything written in these Documents in contrary to this clause.

ARTICLE -VI

BUILDING

1. The Developer shall at its' cost, construct, erect and complete the building with all common facilities and amenities at the said premises in accordance with the plan to be sanctioned with good and standard material as approved by the competent authority as may be specified by the Architect to be appointed by the Developer from time to time.

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2. The Developer at its' cost and expenses and without creating any financial or other liabilities to the Owners herein and shall construct and complete the building and various units and / or apartments therein in accordance with the sanctioned building plan within 18 months from the date of sanction of building plan without any delay whatsoever.

3. That the Owners and Developer hereby agree that the building should be constructed according to the specimen and sanctioned building plan as mentioned in Fourth Schedule hereunder written.

ARTICLE – VII

DEVELOPER'S INDEMNITY

1. The Developer hereby undertakes to keep the Owner's indemnified against all Third-Party claim and actions arising out of any sort of act or commission of the Developer in or related to the construction of the said building.

2. The Developer hereby undertakes to keep the Owners indemnified against all actions suits courts proceedings and claims that arise out of the Developer's action regarding the Development of the said premises and / or in the matter of construction of the said building and / or for any defect therein.

3. The Developer hereby undertakes not to handover any portion of the Developers Allocation to any Third Party before handing over the Owner's Allocation.

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4. During the period of construction if any disputes arise or litigation arise regarding the Title of land with the neighboring peoples or any club or association, local Co-operative, Local Police, same to be settled by the Developer and all expenses to be incurred by the Developer. In this regard the Landowners will have no financial liability of the aforesaid and but the Landowners shall always co-operate with the Developer to settle the same.

5. That if the Developer fails and neglect to complete the construction of the said proposed Building in accordance with sanctioned Building Plan with in the stipulated period and if fails to observe any one of terms contemplated herein, in that event the Land Owners shall be at liberty to revoke and / or rescind the agreement prior intimation to the Developer.

6. That if the Developer fails and neglects to observe any of the terms and conditions contemplated in the instant agreement the Landowners reserves the right to sue specific performance of contract against the Developer against such breach and consequential reliefs before the appropriate court of Law having competent Jurisdiction.

ARTICLE VIII

LEGAL PROCEEDINGS

1. It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer as Constitute Attorney of the Owners to defend all actions, suits and proceedings which may arise in respect of the Development of the said premises and all costs,

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charges and expenses incurred for that purpose shall be borne by the Developer.

2. The Landowners undertake and agree to execute and register all conveyances and transfer of the undivided proportionate share of land only in favour of the person with whom the Developer enters into agreement in respect of Developer's Allocated portion only.

ARTICLE IX: FORCE MAJEURE

The Developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the Force Majeure and shall be suspending from the obligation during the duration of the Force Majeure.

FIRST SCHEDULE AS ABOVE REFERRED TO: -

(Entire Property)

ALL THAT piece and parcel of Land measuring 03 Cottahs more or less togetherwith two storied building standing thereon, First Floor measuring 800 sq. ft. more or less and Ground Floor measuring 850 sq. ft. and 135 sq. Car parking Space comprised in R.S. Dag No.706/774, C.S. Dag No. 706, under R.S. Khatian No. 114, C.S. Khatian No. 10, Touzi No. 351, J.L. No. 22, Mouza- Santoshpur, P.S. Jadavpur thereafter Kasba now Purba Jadavpur, District 24 Parganas, presently within the limits of the Kolkata Municipal Corporation, being KMC Premises No. 193,

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Survey Park, Kolkata 700 075, Ward No. 109 P.S. Purba Jadavpur, and recorded under Assessee No. 311091301937, postal Address A/53, Nandan Kanan, Kolkata 700 075 DR at Alipore and ADSR at Sealdah, and which is butted and bounded as follows:-

ON THE NORTH	By Building of SWATI ADHUKARI;
ON THE SOUTH	By KMC Road;
ON THE EAST	By Land of Dag No. 706;
ON THE WEST	By 16 ft. wide KMC Road

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Owners Allocation)

After construction of the entire building according to the sanction building plan of the KMC on the FIRST SCHEDULE property together with all amenities thereto, the Developer will deliver or provide to the Land Owners at KMC Premises No. 193, Survey Park, Kolkata 700 075, Ward No. 109 P.S. Purba Jadavpur, postal Address A/53, Nandan Kanan, Kolkata 700 075 the following Flats and Car Parking Space :-

a) GROUND FLOOR: ENTIRE South East North side all Parking Space with one Shop Room.

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b) SECOND FLOOR: ENTIRE SECOND FLOOR consisting of two individual Flat. Subhra Kanti Mukherjee will get South East North side Flat and Arundhati Banerjee will get South West North Side Flat.

c) THIRD FLOOR : 50% of the said Floor South West North Side Flat.

If the Developer constructs 4th Floor of the Building with right permission of the Kolkata Municipal Corporation, then the Owner will get 30% of the sale Price of the said Floor.

The said proposed building to the constructed on the First Schedule property by the Developer according to the sanction plan of KMC and the above mentioned Flats to be delivered to the Land Owners in lieu of their land.

The Landowners shall have right of use all common facilities and amenities of the building, Lift, like drainage, staircase, electric meter room, side open space of the building main entrance, water reservoir tank, water tank, top roof and other common space whatsoever with other co-sharers of the building

The Landowners will pay a proportionate share of maintenance Charges, Caretaker Charges, Lift maintenance Charges, and other proportionate common expenses of the Building month by month to the Building Owners Association.

After completion of the said building in all respect according to the sanction building plan, the developer obtains the completion certificate from the Kolkata Municipal Corporation. Thereafter the

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developer construct tin shed on the septic Tank and underground water tank for two parking space. One parking space for landowners and one parking space for developer.

The Developer also pay a sum of Rs. 17,00,000/- (Rupees Seventeen Lakhs) only as non-adjustable and non-refundable and forfeited amount to the Land Owners hereof and the said amount will be paid as follows: -

a) At the time of signing this Agreement Rs. 8,50,000/- (Rupees Eight Lakh Fifty Thousand) only. (Subhra Kanti Mukherjee will get Rs. 4,25,000/- and Arundhati Banerjee will get Rs. 4,25,000/-)

b) At the time of Second Floor Casting or within 4 months from the date of starting work of the Building (whichever is earlier) of Rs. 8,50,000/-(Rupees Eight Lakh Fifty Thousand) only. (Subhra Kanti Mukherjee will get Rs. 4,25,000/- and Arundhati Banerjee will get Rs.4,25,000/-)

THIRD SCHEDULE AS ABOVE REFERRED TO:

(Developer's Allocation)

After providing the Owner's Allocation portion in the said building, the remaining portion of the entire building belongs to the Developer at KMC Premises No. 193, Survey Park, Kolkata 700 075, Ward No. 109 P.S. Purba Jadavpur, postal Address A/53, Nandan Kanan, Kolkata 700 075 i.e.

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a) GROUND FLOOR: ENTIRE South West North side all Parking Space with one Shop Room.

b) FIRST FLOOR: ENTIRE FIRST FLOOR consisting of two individual Flat.

c) THIRD FLOOR: 50% of the said Floor, South East North Side Flat .

If the Developer construct 4th Floor of the Building with right permission of the Kolkata Municipal Corporation, then the Developer will get 70% of the sale Price of the said Floor. The said entire Fourth Floor to be sold by the Developer togetherwith right of use all common facilities and amenities of the building, like drainage, staircase, electric meter room, side open space of the building main entrance, water reservoir tank, water tank, top roof and other common space whatsoever with other co-sharers of the building.

After completion of the said building in all respect according to the sanction building plan, the developer obtains the completion certificate from the Kolkata Municipal Corporation. Thereafter the developer construct tin shed on the septic Tank and underground water tank for two parking space. One parking space for land owners and one parking space for developer

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FOURTH SCHEDULE ABOVE REFERRED TO:

(Specification of Construction)

Structure - RCC frame structure

Outer Wall - 8" with 1st class brick to be plastered both side.

Partition Wall – 3" / 5" with 1st/2nd Class brick to be plastered both side.

Inside Walls of Flats – To be finished with Putty.

Flooring : Floor Tiles with 4" height skirting in all room including drawing room. Stair Landing & Stair Case and Bath room, Kitchen with Marble.

Roof:- Roof treatment for protracted the natural rain by RCC.

Doors – Frame- Sal wood, Pallah –ISI marked phenol bonded water proof and termite proof flash doors with 6" AL. T /bolt, AL. Hash Bolt AL. handle on one side and banded handle Lock .

Bathroom doors – Frame and Pallah laminated PVC (single sheet) with PVC tower bolt and handle on both side.

Windows – Aluminum Sliding Window with glass and M.S. grill.

Electricity – Concealed wiring of reputed company makes wire and reputed makes switch, plug points and fuse etc. with necessary switch board as per under mentioned points at respective portions.

Common Toilet – Walls –glazed tiles of reputed make and modern design up to 6 Ft. from floor level. One white commode and white PVC cistern of reputed make and white basin.

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Kitchen – Cooking Platform – Green marble /black stone (5 ft – 1 Pc and 3 Ft- 1 Pc. Long) bibcock – 2 nos. glazed tiles of reputed make upto 2 ft. height over cooking platform and one sink.

Dining room – One white porcelain basin (18" x 16") of reputed make with one pillar cock plus 2 ft x 2.5 ft. glazed tiles on the wall above basin.

Boundary wall – Upto height of 5 Ft.

Painting /Colourings – Outside of the Building, boundary wall, Over Head Tank, stair roof weather coat and glamorous weather coat combination in present elegant elevations.

Motor Pump- Reputed Company made.

Water Tank – (1) Overhead (2) underground –Partly RCC and partly brickwork.

Water Supply – From KMC supply underground water reservoir and Brick overhead water tank. .

Sanitary and Plumbing – The internal plumbing fittings of reputed make. Outside pipes shall be of Oriplast / Supreme make or any make available in Market.

Lift: FOUR Persons Passengers Lift of reputed make with front Glass and also the then model with all safety certificated and other necessary permission from the concern authority. .

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THE THIRD SCHEDULE ABOVE REFERRED TO: -

(Common Areas and Facilities)

1. Side and open space in the new building at the said Premises.
2. Outer walls of the new Building.
3. Columns of the entire building.
4. Surface, underground sewerage / drainage.
5. Boundary Walls.
6. Septic Tank.
7. Water reservoirs both under ground and overhead and main pipe line except those installed separately for the specific flat.
8. Passages/side common spares etc.
9. Main entrance of the building and Premises.
10. Electric Motor, Pump cum electric pump Room, space for electric Meter.
11. Stairs, Staircase, Stair landing, Lift & Lift Machine Room, and Roof of the building.
12. Electric wiring and lights installed at the stair case landings and main entrances and other common portions of the building.

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THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. All proportionate expenses for maintenance, operation, white washing, painting, repainting, reconstruction, re-fixing, replacing, redecorating and lighting the common portions including boundary walls and out walls of the buildings.

2. The proportionate expenses relating to the salaries, caretaker salary outgoings and other expenses of all persons employed and / or engaged for the common purposes.

3. All proportionate cost, expenses etc. and Municipal and other rates, taxes and levies and all other outgoings have these separately assessed or incurred in respect of any unit flat or portions thereof. Proportionate share of maintenance charge of Lift.

4. All other proportionate expenses and outgoing including litigation expenses incurred for the common purposes or otherwise.

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IN WITNESS WHEREOF the Land Owners and the Developer hereto have put their respective hands in these presents on the day month and year first above written.

SIGNED AND DELIVERED

By the both the "PARTIES" at

Kolkata in the presence of: -

1. Rahul Deb Barman
C-117, SF,
Sancity, Gurgaon
Haryana -

Subhra Kanti Halder
Arindam

SIGNATURE OF THE LAND OWNERS

PARIJAT DEVELOPER
Gopal Pramanik
Partner

PARIJAT DEVELOPER
Prankrishna Das
Partner

2. Papia Mukherjee
A/53 Nandan Kanan
Kol - 75

PARIJAT DEVELOPER
Sumanta
Partner

PARIJAT DEVELOPER
Partner

SIGNATURE OF THE DEVELOPER

Drafted by me:

MANASH KUMAR HALDER
ADVOCATE
Reg.No. WB/597/87
Alipore Judges Court, Kol-27
Res.22, P. Majumder Road,
Kolkata –700 078

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MEMO OF CONSIDERATION

RECEIVED a sum of Rs. 8,50,000/- (Rupees Eight Lakh Fifty Thousand) only from the within named Developer as 1st instalment of forfeit amount out of total forfeit amount of Rs. 17,00,0000/- (Rupees Seventeen Lakh) only in accordance with the Agreement which is as follows:-

To whom .	Date	D/D. No./ Banker's Cheque	Bank & Br.	Amount Rs.
Arundhati Banerjee	20/09/2023	036936	Bank of India, Kalikapur Br.	4,25,000/-
Subhra Kanti Mukherjee	20/09/2023	000031	-Do-	4,25,000/-
(Rupees Eight Lakh Fifty Thousand) only			Total Rs.	8,50,000/-

WITNESSES:

1. Rahul deb Banerjee

2.

SIGNATURE OF THE LANDOWNERS

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left hand					
right hand					

Name ARUNDHATI BANERJEE

Signature Arundhati

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left hand					
right hand					

Name SUBHRA KANTI MUKHERJEE

Signature Subhra Kanti Mukherjee

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left hand					
right hand					

Name SUMON PAUL

Signature Sumon Paul

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left hand					
right hand					

Name SRI KRISHNA SHARMA

Signature Sri Krishna Sharma

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left hand					
right hand					

Name PRANKRISHNA DAS

Signature Prankrishna Das

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left hand					
right hand					

Name GOPAL PRAMANICK

Signature Gopal Pramanick

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

Name.....

Signature.....

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	left hand					
	right hand					

Name..... BARARINDU GAGYEN

Signature..... Sarabinda Gayen

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

Name.....

Signature.....

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tificate of Registration under section 60 and Rule 69.

egistered in Book - I

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being No 160314782 for the year 2023.

Seal of the District Sub-Registrar III, South 24 Parganas

Digitally signed by Debasish Dhar
Date: 2023.10.12 11:01:57 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 12/10/2023

DISTRICT SUB-REGISTRAR

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

West Bengal.

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