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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



AL 235044

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar of Assurances-IV, Kolkata

DEVELOPMENT AGREEMENT

Additional Registrar of Assurances-IV, Kolkata

13 APR 2022

THIS DEVELOPMENT AGREEMENT is made on this the 13th day of April Two Thousand and Twenty Two (2022);



196773



NAME _____
ADD. _____
Reg. _____
30 MAR 2022
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1

30 MAR 2022
30 MAR 2022



as between the parties to the agreement is limited to
the date of the agreement.

Additional Registrar
of Assurances-IV, Kolkata

13 APR 2022

DEVELOPMENT AGREEMENT

Additional Registrar of
Assurances-IV, Kolkata

THIS DEVELOPMENT AGREEMENT IS MADE ON the _____ day of April
_____ thousand and Twenty Two (2022).



[Handwritten signature]

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
13 APR 2022

BETWEEN

(1) **SMT. PRAKASH DEVI KAYAN** alias **SMT. PRAKASH DEVI** having **PAN: ABTPD3624K, AADHAAR NO: 885781448868, M: 9810501714**, wife of Late Sajjan Kumar Kayan, by faith-Hindu, by occupation-House wife, being Citizen of India and residing at A-38, New Friends Colony, Defence Colony, South Delhi, Delhi-110025 within Post Office and Police Station New Friends Colony represented by her Constituted Attorney **MR. PULAK PATODIA**, having **PAN: ATFPP0023L, AADHAAR NO: 250593329524, M: 9339872656**, son of Late Madan Mohan Patodia, by faith-Hindu, by occupation-Business, being Citizen of India and residing at 2nd Floor, Flat 2A PS Presidential, 35/4 Paddapukur Road, Bhowanipur, VTC L R Sarani, Kolkata-700020 within Post Office L R Sarani and Police Station Bhowanipur and (2) **MR. PULAK PATODIA**, having **PAN: ATFPP0023L, AADHAAR NO: 250593329524, M: 9339872656**, son of Late Madan Mohan Patodia, by faith-Hindu, by occupation-Business, being Citizen of India and residing at 2nd Floor, Flat 2A PS Presidential, 35/4 Paddapukur Road, Bhowanipur, VTC L R Sarani, Kolkata-700020 within Post Office L R Sarani and Police Station Bhowanipur hereinafter collectively called and referred to as the **"OWNERS"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and or assigns) of the **FIRST PART**

AND

F.K. REAL ESTATES a proprietorship firm, having office at 39 Muzaffar Ahmed Street Kolkata-700016 within Post office and Police Station Park Street represented by its Proprietor **FAIYAZ ALAM** having **PAN: AIAPA8023F, AADHAAR NO: 488227229010, M: 9831869869**, son of Barkat Ali, by faith-Islam, by occupation-Business, residing at 39, Ripon Street, (presently known as Muzaffar Ahmed Street), Kolkata- 700016 within Post Office and Police Station Park Street, hereinafter referred to as the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the context be deemed

to mean and include his heirs, executors, administrators, legal representatives and or assigns) of the **SECOND PART**.

WHEREAS in pursuance and by virtue of a registered deed of settlement dated 31st day of March 1958 registered at the office of Registrar of Calcutta in Book No. I, Volume No. 69, Pages 238-240, Being No. 3203 for the year 1958, Prakash Devi became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That three storied brick built messuage tenement or dwelling house together with outhouse and garage built thereon and revenue free land thereunto belonging whereon or on part whereof the same is erected and built containing measurement 4 Cottahs 10 Chittacks and 18 Square feet be the same a little more or less situate lying at and being Premises No. 30 Lower Range Calcutta, Thana Ballygunge in the town of Calcutta, Sub Registration office Sealdah in the District of Twenty Four Parganas morefully and particularly mentioned and described in the schedule thereunder written, for her life and on her death to the said Sajan Kumar Kayan absolutely.

AND WHEREAS the said Sajan Kumar Kayan died on 14th July 1997 leaving behind his wife Prakash Devi as the sole owner of the aforesaid property.

AND WHEREAS by a Deed of Conveyance dated 6th day of May 2005 and made between Prakash Devi, therein referred to as the Vendor of the One Part and Pulak Patodia, therein referred to as the Purchaser of the Other Part and duly registered at the Office of Registrar of Assurances-I, Kolkata in Book No. I, Volume No. I, Page from 1 to 23, Being No. 05895 for the year 2005, the said Vendor for the consideration mentioned and on the terms conditions and covenants contained therein conveyed transferred assigned and assured unto and in favour of the Purchaser All that ground floor flat consisting of three bed rooms, one hall, two bath rooms, one garage, one kitchen in the ground floor of the main building together with a kitchen and one small room in out house situated on eastern side at Premises No. 30 Lower Range, P.S. Karaya Calcutta the total carpet area 1400 Sq. ft.

approximately as shown in the red border in its sketch plan attached thereto along with undivided variable indivisible proportionate right, share and interest in the land and the staircase equipment and common facilities fittings fixtures bath sewer drain and water resources common thereto, morefully and particularly described in the Second Schedule thereunder written.

AND WHEREAS in the aforesaid circumstances the said owners are collectively seized and possessed of ALL THAT piece and parcel of land measuring about 4 Cottahs 10 Chittaks 18 Square Feet be the same a little more or less with three storied building thereof being Premises No. 30 Lower Range Kolkata-700017, under Police Station Karaya within the municipal limit of the Kolkata Municipal Corporation ward No.064, District South 24 Parganas, more fully and particularly mentioned and described in the First Schedule hereunder written, and hereinafter the aforesaid premises referred to as the "said Property/Premises".

AND WHEREAS the said owners are desirous to develop the said property for commercial exploitation and have resolved to develop the said property through a reputed Promoter/Developer company having sound financial and infrastructural competency and credibility in the field of developing of land and/or premises in the city.

AND WHEREAS the said owners have approached the within named Developer being one of the known high ranking real estate developer and promoter in the city to undertake development of the said premises/property on joint venture basis and the developer having accepted to take on such development project, the Owners have agreed to allow and permit the Developer to develop the said premises/property by demolishing old building/structures and constructing new multistoried building in accordance with law entirely at the costs, expenses, risks and responsibility of the Developer under the terms, conditions, stipulations, covenants and consideration herein after appearing.



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

GRN Details

GRN: 192022230007216501 Payment Mode: Online Payment
GRN Date: 13/04/2022 11:17:27 Bank/Gateway: HDFC Bank
BRN : 1764405920 BRN Date: 13/04/2022 11:04:03
Payment Status: Successful Payment Ref. No: 2001141619/2/2022
[Query No * Query Year]

Depositor Details

Depositor's Name: F K REAL ESTATES
Address: 30 LOWER RANGE KOLKATA 700017
Mobile: 9123370597
Depositor Status: Buyer/Claimants
Query No: 2001141619
Applicant's Name: Mr Bhupendra Gupta
Identification No: 2001141619/2/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001141619/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	74901 ✓
2	2001141619/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	21007 ✓
Total				95908 ✓

IN WORDS: NINETY FIVE THOUSAND NINE HUNDRED EIGHT ONLY.



AND WHEREAS the Developer in the mean time made searches regarding the title of the Owners and made itself satisfied towards the lawful right, title and interest of the Owners in respect, of the property and upon scrutiny and verification of documents as referred to above, also satisfied itself about the title of the Owners pertaining to the said property and had discussed with the Owners regarding the terms, conditions and covenants upon which the development of the said property can be undertaken and after such discussion the Developer has agreed to develop the said property by utilizing land space with maximum commercial exploitation for mutual benefit and profits of both Owners and Developer in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation and parties have as such agreed to enter into this Joint Venture Agreement on the terms, conditions, covenants and consideration hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

ARTICLE-I
DEFINITIONS

- A) In this agreement unless it be contrary or repugnant to the subject or context the following words and/or expressions shall mean as follows:
- i) **"THE OWNERS"** shall mean 1. Prakash Devi Kayan alias Prakash Devi and 2. Pulak Patodia named above and their heirs, executors, administrators, legal representatives and or assigns.
 - ii) **"THE DEVELOPER"** shall mean and include F.K. REAL ESTATES a proprietorship firm, represented by its Proprietor Faiyaz Alam and his heirs, executors, administrators, legal representatives and or assigns.

- (iii) **"THE PREMISES" & "PROPERTY"** shall mean ALL THAT piece and parcel of land measuring about 4 Cottahs 10 Chittaks 18 Square Feet be the same a little more or less with three storied building thereof being Premises No. 30 Lower Range Kolkata-700017, under Police Station Karaya within the municipal limit of the Kolkata Municipal Corporation ward No.064, District South 24 Parganas, more fully and particularly mentioned and described in the First Schedule hereunder written, or howsoever else the said premises were or are or shall be known numbered called or distinguished.
- iv) **"THE LAND"** in entirety shall mean the revenue free and free hold land comprised in the aforesaid premises admeasuring a total area of 4 Cottahs 10 Chittaks 18 Square Feet be the same a little more or less and situate lying at and forming part and portion of Premises No. 30 Lower Range Kolkata-700017, under P.S. Karaya, K.M.C Ward No.064, more fully described in the **FIRST SCHEDULE** hereunder written.
- v) **"ARCHITECT"** shall mean any qualified person or persons or reputed firm or firms of architect to be nominated and appointed by the Developer as Architect or Architects can act as an Architect of the building to be constructed and infrastructural facilities and amenities to be developed and provided on the land comprised in said premises at the cost and expenses of the Developer.
- vi) **"THE BUILDING PLAN"** shall mean the map or plan for the proposed construction of multistoried building(s) at the said premises for commercial as well as residential use required to be sanctioned by the Kolkata Municipal Corporation in accordance with provisions of the Kolkata Municipal Corporation Act, 1980 as amended till date and the Building Rules framed there under

subsequent modification /amendment in the said plan with prior sanction of the said sanctioning authority in accordance with law.

- vii) **"THE NEW BUILDING/PROPOSED BUILDING"** shall mean and include the proposed construction of one New Building for residential as well as commercial purpose as may be permitted by law in force consisting of ground and upper floors and all other areas constructed or otherwise all car parking spaces and any or all saleable areas to be developed and erected and/or available for sale in or upon the said land comprised as per the building plan to be sanctioned by the Kolkata Municipal Corporation and the other authorities concerned.
- viii) **"SALEABLE SPACE"** shall mean built-up and/or constructed space, being residential, commercial and car parking spaces in the proposed building available for independent use enjoyment and occupation together with the provisions for common areas, path/drive ways and common facilities and amenities and the space required thereof.
- ix) **"COMMON PORTIONS, FACILITIES & AMENITIES"** shall mean and include all the common areas and installations i.e be comprised in the proposed building and at the premises, i.e. corridors, staircases, landings, lobbies, pathways, lift shaft, driveways, boundary walls, durwans/security guards room, main gate, side spaces, park ways, underground reservoirs, overhead tanks with means of access, water distribution system overhead lift room, electric meter room, pump room, outer wall of the main building, tap water lines, rain water pipe lines, waste water pipe lines, sewerage lines, lift, and other service areas and facilities whatsoever required for the establishment location, enjoyment, provisions, maintenance and/or management of the building

and/or the common facilities and amenities or any of them thereon as the case may be.

- x) **“THE OWNERS ALLOCATION”** shall mean and include 50% of the total sanctioned built-up/covered area of the proposed building to be erected on the land comprised in the said premises/property in accordance with building plan to be sanctioned by the Kolkata Municipal Corporation with all common facilities, amenities, fittings, fixture, paints etc. in fully complete and habitable conditions as per specifications as set out hereunder together with undivided, proportionate, share and interest in the land pertaining to the above said building and said premises and proportionate right to use and enjoy the common areas, facilities, amenities, spaces, passages, parts and portions including roof of the above said building and other amenities and facilities to be attached with and attributable to the said Owners allocation.
- xi) **“THE DEVELOPER’S ALLOCATION”** shall mean the remaining 50% of the total sanctioned built-up/covered area of the proposed building to be erected on the land comprised in the said premises/property in accordance with building plan to be sanctioned by the Kolkata Municipal Corporation with all common facilities, amenities, fittings, fixture, paints etc., in fully complete and habitable conditions as per specifications as set out hereunder together with undivided, proportionate, share and interest in the land pertaining to the above said building and said premises and proportionate right to use and enjoy the common areas, facilities, amenities, spaces, passages, parts and portions including roof of the above said building and premises and other amenities and facilities to be attached with and attributable to the said Developer’s Allocation.

- xii) **"COMMON EXPENSES"** shall mean and include all expenses to be incurred by the flat/ unit/ room Owners proportionately for the management, maintenance, preservation and protection of the building, common infrastructures, installations, fittings and fixture and the premises after obtaining completion/occupancy certificate from the Kolkata Municipal Corporation.
- xiii) **"PROPORTIONATE SHARE"** shall mean with all its cognate variations shall mean such ratio, the covered area of any flat/Unit or Units/flats be in relation to the covered area of all the flats/units in the proposed new building.
- xiv) **"UNIT/FLAT"** shall mean any flat, commercial or residential other covered area in the proposed new building which is capable of being exclusively owned, used and/or enjoyed by any unit Owners and which is not the common portions.
- xv) **"UNIT/FLAT OWNERS"** shall mean any person who acquires and holds and/or owns any unit/flat/commercial space in the new building and shall include the Owners and the Developer, for the unsold units held by them, from time to time.
- xvi) **"TIME"** shall mean the building shall be completed with all common infrastructural facilities and amenities at the premises within 36 (thirty six) months from the date of sanction of the building plan with one extension of six months after the expiry of 36 months as stated hereunder in Article X.
- xvii) **"SOCIETY"** shall mean the Society or Association to be formed for the purpose of maintenance of the new building and the premises and for collecting and defraying the common expenses provided that until such Association/ Society is formed the Developer would be entitled to manage and/or maintain new building, and the

premises and all its common areas, facilities and amenities and to collect the common expenses and maintenance charges at such rate as may be mutually agreed upon by the Owners and the Developer. Developer must assist in formation of Society/Owners Association and take a commitment from their respective nominated prospective buyers of flats/units about their concurrence to such formation of Society/Association and adherence to the rules and regulations and bye-laws of such Society/Association.

- xviii) **"SPECIFICATIONS"** shall mean the specifications for completing the new building as stated in the **SECOND SCHEDULE** hereto.
- xix) **"TRANSFER"** with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what its understood as a transfer of space in a multi storied building to the purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act.
- xx) **"TRANSFeree"** shall mean the person, firm, limited company, Association of persons to whom any space in the proposed building has been transferred after completion of construction in all respect in accordance with building plan to be sanctioned by the Kolkata Municipal Corporation but does not include agreement for sale holder.
- B) **THE OWNERS HAVE REPRESENTED TO THE DEVELOPER** as follows:
 - i) There is no excess vacant land at the said premises within the meaning of the Urban land (Ceiling and Regulations) Act, 1976.

- ii) That the Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said premises and the structures standing thereon mentioned herein above and the Owners shall retain possession of the said property until the said premises/ property is fully developed by the Developer on the terms, conditions and consideration agreed hereunder.
- iii) That the entirety of the said premises mentioned herein above is in actual and physical possession of the Owners.
- iv) That the Owners have not received any notice for acquisition or requisition of the said premises mentioned herein above or any part or portion thereof under any of laws for the time being in force, Neither the premises, nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of law or due to Income Tax, Revenue or any other public demand.
- v) That the Owners have not entered into any Agreement for Sale, Lease, Development or otherwise for transfer and/or development of the said premises mentioned herein above or any part or portion thereof in favour of any one other than in favour of the Developer herein.
- vi) That the Owners are not aware of any impediment affecting the said premises mentioned herein above whereby they are in any way barred from entering into this Agreement.
- vii) That the Owners are fully and sufficiently entitled to deal with develop and/or dispose land and proposed building and thus they are competent to enter into this Joint Venture Development Agreement.

- viii) The premises at present is being occupied by tenants and occupants and shall be dealt by the Developer however the area and/or any payment to them shall be shared by both parties equally.

ARTICLE – II
COMMENCEMENT

- 2.1 This agreement shall be in force from the date hereof and subsequently time may be extended by the consent of the Owners during the course of development and construction of proposed new building.

FORCE MAJURE

- 2.2 This agreement shall cease to operate only in the event of complete transfer and registration of all the Developer's allocated saleable space in the new proposed building by the Developer in the manner as provided herein which shall be preceded by construction and delivery of possession of the Owners' allocation.

ARTICLE-III
DEVELOPER'S RIGHT & REPRESENTATION

- 3.1 The Owners hereby grant subject to what has been herein under provided exclusive right and authority to the Developer to develop the said property/premises fully described in the Schedule written hereunder and to construct multi storied New building (s) and infrastructural facilities and amenities at the said premises at their own costs and risks in accordance with the plan or plans as to be sanctioned by the Kolkata Municipal Corporation and/or by any other appropriate authority with or without any amendment and/or modification.

- 3.2 All applications, plans and other papers and documents as may be required by the Developer for obtaining necessary sanction of plan/revised plan from the Kolkata Municipal Corporation, shall be prepared or caused to be prepared through reputed and competent Architect (s) to be appointed at the sole discretion of the Developer and shall be submitted by the Developer on behalf of the Owners at the cost and expenses of the Developer and the Owners shall sign and execute all such plans and applications, other papers and documents as and when necessary and the Developer shall pay and bear all fees charges and expenses required to be paid or deposited for obtaining sanction of plan and development of the said premises including Architects to bear any cost whatsoever.
- 3.3 That save and except the areas comprised in Owners allocation the Developer shall have full rights to execute any agreement for sale in respect of flats and other saleable spaces to be comprised in the Developers allocation and to receive advance, earnest or part payment money against the said flats and saleable spaces but cannot handover the flat till the possession of Owners Allocation is given to the Land Owners.

ARTICLE-IV

DEVELOPER'S OBLIGATIONS

- 4.1 In consideration of Owners having allowed and permitted and/or agreeing to allow and permit the Developer herein to realize and/or recover the developers investment to be made in promoting and developing the said premises/property with profits out of and from the Developers Allocation the Developer shall at their own costs, expenses, risk and responsibility develop the said premises and erect and construct the new building in accordance with the building plan and/or plans sanctioned by the Kolkata Municipal Corporation under the provisions of the Kolkata Municipal

Corporation Act, 1980 and the Building Rules framed there under as amended up to date.

4.2 The Developer shall pay a sum of Rs.5100000/- (Rupees Fifty One Lakhs) only as and by way of interest free security deposit in the following manner:

a. Rs.2100000/- (Rupees Twenty One Lakhs) at the time of execution of agreement.

b. Rs.3000000/- (Rupees Thirty Lakhs) only within six months from the date of execution of this instant agreement.

The aforesaid deposit shall be refundable by the Owners to Developer at the time of delivery of Owners Allocation in complete habitable condition. In case any amount of security deposit is adjusted against owners share of entitlement then applicable TDS/GST provisions as per Income Tax Act/GST Laws shall be complied.

4.3 The Developer shall develop, construct and provide all infrastructural facilities and amenities at the said premises inclusive of all such essential supplies excluding individual electric connection.

4.4 The Developer shall keep the Owners indemnified against all actions, suits, proceedings, claims or demands, costs, charges and expenses arising out of the acts and conduct of the Developer in the matter of development and/or demolition and/or construction over the said premises in any manner whatsoever or arising out of this agreement and in the matter of and arising out of deviation and/or violation of the Municipal Laws and/or any-statutory Central or Local Acts and Rules and Regulations framed there under.

- 4.5 The Developer shall be solely and absolutely liable and/or responsible for the costs, charges and expenses of any nature or sort to be incurred for the development of said premises, demolition of existing structures, and construction of new building(s) and infrastructural facilities amenities in terms of this agreement and the Developer firmly undertakes to keep the Owners and each one of them absolutely indemnified and harmless against all actions, suits, proceedings, claims or demands, costs, charges and expenses arising out of the aforesaid obligations and responsibility and/or liability of the Developer.
- 4.6 The Developer shall keep the said premises free from all encumbrances, charges, liens or claims save and except, creating encumbrance in the form of entering into agreement for sale with prospective buyers to be nominated by them in respect of flats /units/ salable spaces to be comprised in the Developer's Allocation.
- 4.7 Immediately after the execution of this Agreement the Developer shall at its own cost and expenses apply for mutation amalgamation and then prepare or cause to be prepared a plan for construction and erection of a new residential cum commercial building at the said premises and the Developer shall submit the same before the Kolkata Municipal Corporation for sanction.
- 4.8 The Developer will be allowed to dismantle the existing structure at its own cost, risks and responsibility and the Developer will have the right to sale of the dismantled material and enjoy the sold value.
- 4.9 The Developer shall use and/or cause to be used such standard building materials as shall be specified by the licensed building surveyor or registered Architect of the Building **PROVIDED**

HOWEVER proportion and quality of such materials shall confirm to the accepted standard of I.S. Specification and the building rules regulations and/or orders in force for the time being.

- 4.10 The building shall be erected constructed and completed by the Developer and shall consist, of the specification provided in **SECOND SCHEDULE** hereunder written and all flats/units as well as common areas and facilities shall consist of and be provided with materials, fixtures, fittings, and facilities as per specification hereunder written.
- 4.11 The Developer shall construct and complete the New building under its direct supervision and control and with the best workmanship and like manner and shall comply with all statutory, regulations, building rules and statutory stipulations from time to time to be imposed or as would, be made applicable and the Developer shall remain responsible and liable for fulfillment of the terms and obligations contained herein.
- 4.12 All costs, charges, fees, levies, impositions, statutory payments, taxes and expenses of whatever name called for erection, construction and completion of the said building, its materials, fittings and fixtures in all respect including connections of water, sewerage, electricity and other connections in accordance with law and other amenities for the building shall be paid and borne by the Developer and the Owners have no responsibility and/or liability towards payment of any dues, liabilities, costs, charges and expenses by whatever name called relating to and/or liability towards payment of any dues, liabilities, costs, charges and expenses by whatever name called relating to and/or arising there from in any manner of whatsoever nature. However to avoid any future doubts, it is made clear that the costs, deposit and charges for individual and separate electricity meters for the respective flat/unit and proportionate costs and expenses for the main 440

volt connection and installation of transformer, if required, switch gear and/or other electric equipments shall be borne by the concerned unit Owners except for the flats in Owners Allocation and the Developer shall have no financial liability for the same. It is further made clear that the old outstanding dues of electricity in respect of the said premises will on Owners part and the Developer shall have no financial liability for the same.

4.13 The Developer shall be responsible and liable for payment of and/or meeting all costs, charges, fees, levies and expenses of the building material all permissions, licenses, quota as and other requirements for erections, construction and completion of the building in totality, under no circumstances the Owners shall be responsible or liable for payment of any amount of whatsoever nature or on any account either to the Developer or to any other person or otherwise for erection, construction and completion of the said newly proposed building or any part thereof or on any other account or for any other acts, deeds, obligations and things by whatever name called that may be done executed or performed by the Developer. The Developer shall at its own costs and expenses, cause to be required for supply of standard building materials so as to ensure the progress of erection, construction and ultimate completion of the building within the time specified herein.

4.14 While dealing with and/or entering into any Agreements and/or dealing with commitments relating to the Developer's allocated portion (as defined herein before) or any part thereof, the Developer shall fully comply with observe, fulfill and perform the requirements under the law and while incorporate and ensure fulfillment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter, the

Owners shall not be responsible or liable for any commitments that may be made by the Developer.

- 4.15 In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever including injury and/or damage to any person or persons or property of or any loss of life due to construction process, the Developer shall be solely liable and responsible for the same and the consequences arising therefore in all respect and shall at all point of time keep the Owners indemnified for the same and all consequences. It is specifically agreed and understood that the Owners shall not be responsible and/or liable either for any act or mode and manner of construction, defects, deviations, damages or any proceedings if initiated by any person(s) and/or authority relating to and or arising out of erection, construction or completion of the said newly proposed building or any part thereof. All actions, proceedings and consequences arising there from shall be attended to, defended, prosecuted and complied with and faced by the Developer at its own costs and expenses and shall keep the Owners indemnified from all or any loss damages, costs and consequences, suffered or incurred there from.
- 4.16 Notwithstanding anything contained or stated herein, all labours, workers, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be regarded as the Developer's employees or workmen and the Owners shall have no concern with them and not be responsible or liable for meeting any obligations in any manner whatsoever.
- 4.17 The Developer shall be solely responsible for and make and pay all payments, wages, dues, contributions, entitlements contractual and/or statutory obligations and requirements of the workmen,

supervisors, workers, labours, employees, Architects and others by whatever name called or described appointed, deputed or engaged or required or on site for the erection, construction and Completion of the said newly proposed building and every part thereof and the Owners shall under no circumstances be deemed to be the employer and no responsibility and/or liability will shift upon them and the Developer shall keep the Owners indemnified from all or any claim, damages, payments costs and consequences suffered or incurred there from.

- 4.18 The Owners shall not be answerable or liable for any mode, part or nature of construction or for any materials to be used in course of or relating to erection construction and completion of the building or any part thereof provided standard materials.
- 4.19 Disputes, if any, arising out of in respect of the said property, the same shall be resolved by the Developer.
- 4.20 The Developer shall have no right to obtain any Loan from any financial institutions and/or banks, by mortgaging the 'said land'.
- 4.21 It is mutually agreed amongst the parties herein that, before placing the Architects Drawing of the Building Plan for sanction by the Kolkata Municipal Corporation, the Owner Allocation will be clearly demarcated with the written consent of the Owners herein.
- 4.22 The Developer will not cause to demolish any part of the old existing building and/or structure contained in the 'said land', before obtaining the building sanctioned plan from the Kolkata Municipal Corporation. Also, the Developer will not enter into any agreement and/or agreement for sale with any third party before obtaining the building sanctioned plan from the Kolkata Municipal Corporation.

- 4.23 The Developer at his own cost and expenses apply for mutation and amalgamation and then apply for sanction plan for the schedule premises.
- 4.24 The Developer at his own cost and expenses will defend any litigation which may be civil or criminal in respect of the schedule property after execution of this agreement.
- 4.25 The Shifting charges of the Owners and tenants from the date of shifting to the date of handing over the possession in the new building will be completely borne by the Developer.

ARTICLE-V

OWNERS OBLIGATIONS

- 5.1 The Owners shall handover the peaceful vacant possession of the said property only after getting a true copy of the sanctioned plan in hand, which is duly sanctioned by the Developer. And shift to individual flats given to each of the two owners which is provided by the Developer within the locality. The owners will reshift in the new flats of the proposed new building to be constructed by the Developer and after getting the possession letter from the Developer.
- 5.2 The Owners shall either themselves or through their lawfully constituted attorney or attorneys to be nominated by the Developer sign and execute all plans, drawings, specifications, elevations, forms, applications and all other papers and verify and affirm required affidavits and declarations as may be required from time to time for all or any permissions, consent sanction or license required under the law in connection with or relating to or arising

out of construction erection and completion of the said building or as may be required from time to time in accordance with law.

- 5.3 Simultaneously with the execution of this agreement Owners shall provide the Developer with appropriate registered power which relate to couple of interest and to be guided under section 202 to 205 of the Indian Contract Act and Section 32 to 35 of the Indian Registration Act as and or may be required in connection with sanction, construction, erection completion of the new building and to appear for and represent the Owners before all concerned authorities and to make sign and execute applications, declarations and other relevant papers and documents to appropriate authorities for obtaining all quotas, entitlements, permits, licenses and other allocations of building materials and/or for temporary and permanent connections of water, sewerage and electrical etc. or as may required, from time to time, in accordance with law and/or otherwise concerning negotiations and to enter into agreement for sale for transfer of flats, and other spaces to the intending purchasers after handing over the owners area thereof and to sign and present for registration of Deed of Conveyance relating to Developers Allocation before the concerned authorities and all cost and expenses in respect of execution and registration of such Power of Attorney shall be borne by the Developer and in this respect the Owners hereby appoint, the Developer as their Lawfully Constituted Attorney to do all the acts, deeds and things for completion of the newly proposed building at the aforesaid premises and to sell (not before the handing over of owners allocation) transfer and convey flats and other saleable spaces in the proposed new building to be comprised in the Developer's Allocation and execute deed of conveyance (s) in favour of prospective buyers pertaining thereto and present and cause registration thereof before competent registering authority.

- 5.4 The Owners shall not during the currency of this agreement or pending completion of the project and/or execution and registration of the deed of conveyance (s) and/or at any time in respect of the Developer's allocation till delivery of the Owners Allocation is made as per specifications and as per the terms and conditions contained herein in any manner encumber, mortgage, charge, let out or create third party interest or otherwise deal with, dispose of or enter into agreement in respect of the said premises/property or any part or portion thereof.
- 5.5 The Developer shall be liable to settle and responsible to settle pre and post agreement or disputes if any in respect of the title of the said premises or any part thereof on in any way connected therewith at their own costs and expenses.
- 5.6 The Owners shall be bound to render all necessary assistance and cooperation to the developer in negotiating with the prospective buyers/transferees and to enter into agreement for sale and/or transfer of Developer's allocation in respect of the units in the proposed building and in receiving and/or realizing the earnest money, part payment and full consideration money and shall allow the developer to recover its costs of construction and all incidental expenses and profits thereto by selling and/or using the Developer's Allocation.
- 5.7 The Owners shall keep the Developer indemnified against all actions, suits, proceeding, claims or demands, cost, charges and expenses arising out of the acts of the Owners or relating to the title of the said premises in any manner whatsoever or arising out of this agreement.

ARTICLE-VI

- 6.1 In the event the Owners are desirous of having any additional or special type of fittings other than that provided hereunder written in their allocated portion or any part thereof, the Developer shall have the same duly provided subject to the costs, charges and expenses for the said fittings and fixtures shall be separately paid and borne by the Owners immediately on demand by the Developer. However to be more specific the Owners shall be entitled to the items mentioned in the specification more fully described in the second schedule hereunder written, without any cost, value or expenses.
- 6.2 The land upon which the said building shall be erected and constructed and appurtenant thereto as also the common areas facilities and amenities to be provided for and/or at the said building shall always remain common, impartible and undivided whereas the Owners shall be at liberty to deal with their allocated portions together with the undivided proportionate part or share of the land as well as the common areas and facilities in accordance with law.
- 6.3 The format of the Draft, Indenture of Conveyance, that may be required to be executed and registered by the Owners unto and in favour of the Developer and/or its nominee or nominees in respect of and/or relating to the Developer's allocated portions and/or any part thereof shall be prepared by the Developer's Advocate Mr. Bhupendra Gupta of M/s H.N.Datta & Co. 6. Old Post Office Street, Kolkata - 700001 and to be approved by the Owners and the Owners shall only execute Indenture of Conveyances unto and in favour of the Developer and/or its nominee or nominees at the cost of the Developer or its nominee/nominees as the case may be subject to the terms and conditions provided herein.

- 6.4 Subject to the above restrictions and conditions contained herein the Developer shall be entitled to enter into any contract or agreement relating to their allocated portions or any part thereof with intending purchasers of flats falling under developer's allocation on such terms and condition and stipulations as it may deem fit and proper in accordance with law and the Owners shall execute required Indenture, unto and in favour of the said intending purchaser or purchasers and cause the same registered in accordance with law and admit such execution registration provided however, all costs, charges and expenses of the required value of stamp duty, registration costs or incidental thereto shall be paid and borne by the Developer and/ or the, intending purchaser or purchasers as the case may be.

ARTICLE-VII
COMMON OBLIGATION

- 7.1 On and from the date of completion of the building in accordance with law and obtaining possession of Owners allocation the Owners as well as the Developer shall comply with and/or ensure compliance with the under mentioned requirements and restrictions, without any default.
- a) To pay punctually and regularly for its allocations all rates taxes, levies, fees, charges, impositions and outgoing to the concerned authorities or otherwise as may be mutually agreed upon by and between the parties hereto and/or the respective Owners and recorded in writing and the parties hereto shall keep each other duly indemnified against all claims actions demands costs charges and expenses and proceedings whatsoever directly or indirectly suffered by or be paid by either of them as the case may be consequent upon any default by the other.

- b) To pay punctually and regularly to pay their respective proportionate part of share of service charges for the common areas and facilities and until formation and registration of the said premises under provisions of the West Bengal Apartments Act and the rules framed there under, the Developer shall be entitled to collect and provide the required services thereof.
- c) To abide by all laws, rules and regulations and orders of the enactments the Government and/or local bodies or otherwise issued and/or imposed upon in accordance with law, as the case may be and shall attend to and answer and be responsible for any deviation, violation and/or breach thereof in any manner.
- d) The Developer and Owners have further agreed to pay commission @ 2% to the brokers towards sale of flat pertaining to their respective allocations.

ARTICLE-VIII

MISCELLANEOUS

- 8.1 Simultaneously with handing over the true copy of sanction plan to the owners by the developer, the Owners shall hand over peaceful and vacant possession of the aforesaid premises in its entirety to the Developer and as from the date of delivery of possession of the said premises by the Owners in favour of the Developer, the possession of the said premises along with the rights of the Developer in respect of the said premises by virtue of this agreement and/or pursuance thereof shall not be obstructed or disputed or challenged or disturbed by the Owners provided the Developer is carrying on with the project in terms of this agreement.

- 8.2 It is understood that from time to time to facilitate the construction of the building by the Developer various acts, deeds matters and things not herein specified may be required to be done, executed and performed and for which the Developer shall require adequate powers and authorities from the Owners and for such matters, the Owners subject to their satisfaction shall provide all required power and authorities unto and in favour of the Developer as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required from time to time in accordance with law provided that those acts, deeds matters and things do not in any way infringe or prejudice the right of the Owners and or be contrary to the terms and stipulations contained in these presents or against the spirit thereof.
- 8.3 That after handing over possession of the Owners allocation the Developer shall remain liable for rectifying all defects in construction or otherwise in the Owners allocated portion and wants of proper construction in the Owners allocation or in respect of any fittings, fixtures connections services or otherwise therein for a period of six months from the date of handing over such possession of the Owners allocation but subject to natural wear and tear.
- 8.4 The Developer shall deliver to the Owners, one copy of the sanctioned plan and revised plan if any certified by the Developer to be true copy.
- 8.5 It is clarified that all works of development shall be done, by the Developer at its own costs and expenses.

- 8.6 The consideration for the purposes herein shall be the construction costs of the Owners area to be incurred by the Developer and any further amounts if any agreed hereunder.
- 8.7 All municipal taxes and other outgoings in respect of the said premises up to the date of handing over possession of the said premises to the Developer shall be borne and paid by the Owners and thereafter shall be borne by the Developer. At the expiry of 30 [thirty] days from the date of obtaining completion certificate from the authorities, the Developer upon service to the Owners a notice of completion of the Owners allocation under the terms of this agreement, the liability of the Developer to pay the municipal taxes and other liabilities in respect of the Owner's allocation would cease to continue. It is further made clear that all Municipal Taxes (including interest and penalty) outstanding as on the date of execution of this development agreement till the date of handing over possession of the said premises to the Developer shall be borne by the Owners and the Developer shall have no financial liability for the same.
- 8.8 Within six months of the completion of the project, the Developer will assist the Owners and the other unit Owners to form an Association or body of flat Owners to be formed for the maintenance and management of the premises and the cost, of such formation and incidental thereto shall be borne by the Owners and the Developer or their respective nominees in their proportionate share.
- 8.9 The Developer shall remain liable for rectifying all defects in construction or otherwise in the Owners allocated portion and wants of proper construction in the Owners allocation or in respect of any fittings, fixtures connections services or otherwise therein for a period of six months from the date of handing over such

possession of the Owners allocation but subject to natural wear and tear.

- 8.10 The Developer shall not transfer or assign this agreement or benefit thereto to any person, firm, company or corporate body and this development agreement shall not be treated by any interpretation as partnership between the parties hereto which is not at all the intention of the parties.
- 8.11 Till such time the Association or body is not formed, the premises shall be managed and maintained by the Developer and the cost thereof as mutually agreed upon by the Developer and the Owners would be borne and paid by the Owners and the Developer or their nominees in their proportionate share. The rules and regulations for such management and maintenance shall be as such as may be duly agreed upon by the Owners herein and the Developer.
- 8.12 Each party shall be responsible and liable for their respective share of taxes and impositions relating to their respective allocations.
- 8.13 The certificate of the Architect relating to completion of construction/development and quality of construction materials as well as the costs incurred therefore shall be final.
- 8.14 The notice of completion issued by the Developer by registered post or by such similar acceptable mode addressed to the Owners and sent to their last known address or addresses intimating that the Owners area completed in the manner stated herein and is ready for delivery after obtaining the completion or occupancy certificate of the concerned or municipal authorities, shall completely absolve the Developer of its obligation to deliver the Owners area to the Owners under this Agreement.

- 8.15 The owners shall be liable to pay GST on account of supply of constructed area to the Owners reserved under the Owners Allocation.

ARTICLE-IX

FORCE MAJURE

- 9.1 The parties hereto shall not be considered to be liable for any obligation herein under to the extent that the performance of the relative obligations prevented by the existence of the **FORCE MAJURE** which shall mean and include flood, earth quake, riot, war, storm, tempest, civil commotion, strike, lock out, labour unrest, restraining and/or prohibitory order of the any Court of law or Tribunal or authority established under law and/or any other acts or commission beyond the control of the Developer affected thereby and also non availability of essential materials like cement, steel, etc. and shall be suspended from the obligation during the duration of the **FORCE MAJURE**.

ARTICLE-X

TIME FOR COMPLETION & HANDOVER

- 10.1 The proposed building shall be completed within 36 months from the date of sanction of the building plan unless and until the Developer is prevented by force majeure. The Developer shall however be entitled to, and on request, one extension of six months after the expiry of 36 months, if necessary.
- 10.2 The completion of the building shall mean the completion of construction in all respect and issuance of the Completion Certificate or Occupancy Certificate by The Kolkata Municipal Corporation.

- 10.3 The Developer shall handover the Owners Allocation to the Owners after issuance of the Completion Certificate by The Kolkata Municipal Corporation.

ARTICLE-XI
JURISDICTION

- 11.1 All disputes and differences between the parties arising out of the meaning construction or import of this Agreement or their respective rights and liabilities as per this agreement shall be adjudicated upon in a competent civil court of law having territorial and pecuniary jurisdiction in District Kolkata and in case of breach of any of the terms, conditions, covenants contained in this agreement either of the aggrieved party hereto shall always be entitled to specifically enforce this agreement and its terms, conditions and covenants against the other party through competent civil court in accordance with law in enforce.
- 11.2 The Hon'ble High Court and the District Court at Sealdah shall have the jurisdiction to entertain and determine all actions and proceedings arising out of these presents between the parties hereto.

ARTICLE-XII
GOODS & SERVICE TAX AND TDS ETC

- 12.1 The parties shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as Goods and Service Tax collections or payments and any other statutory compliance in respect of Transfer of their respective allocations.
- 12.2 The Owner will bear the Goods and Service Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the

time being in force pertaining to the Owner's Allocation and/or the Owner's scope under this agreement.

- 12.3 The Owner shall not be liable for any Income Tax, Wealth Tax, Goods and Service Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax, Goods and Service Tax or any other taxes in respect the Owner's Allocation and the Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

THE FIRST SCHEDULE OF THE PROPERTY AS REFERRED TO ABOVE
DESCRIPTION OF PREMISES/PROPERTY

ALL THAT piece and parcel of land measuring about 4 Cottahs 10 Chittaks 18 Square Feet be the same a little more or less with three storied building (each floor having 1400 square feet carpet area) thereof being Premises No. 30 Lower Range Kolkata-700017, under Police Station Karaya within the municipal limit of the Kolkata Municipal Corporation ward No.064, District South 24 Parganas and butted and bounded as follows:

On the North by : Premises No. 28 Lower Range;

On the East by : Premises No. 30/1 Lower Range;

On the South by: Boundary wall of the building and thereafter
passage of other building; and

On the West by : Lower Range.

Road Zone: (Karaya Rd – Beckbagan Row)

THE SECOND SCHEDULE ABOVE REFERRED TO

SPECIFICATION OF WORK

(MANNER OF COMPLETION OF THE NEW BUILDING)

Construction to be made and equipments, fittings and fixtures to be installed and provided in the building shall be standard quality and according to the plans and advice of the Architect and including the following:

1. **FOUNDATION:** The foundations shall be reinforced cement concrete as per structural design by qualified and enlisted structural Engineers.
2. **SUPERSTRUCTURE:** The super structure of the building shall have reinforced cement concrete framed structure with reinforced cement concrete columns, beams and slabs as per soil test report and structural design.
3. **WALLS:** Walls of the building shall be 200 mm thick brick walls on the external face and 75/125 mm thick brick internal partition walls, with cement sand mortar using first class bricks.
4. **FINISHES:** All internal surfaces to be plastered with cement and mortar and finished with plaster of Paris. All external walls to be plastered and colour painted.
5. **FLOORING:** Flooring inside all flats shall be of regular quality tiles of regular sizes. Common areas/stair cases & lobby shall be finished with Marble.
6. **DOORS:** All door frames shall be of sal wood flush doors. Doors shall be 32 mm thick with oxidized steel hinges and tower bolts, doors & lock.
Bathroom doors shall, be of synthetic material.
7. **WINDOWS:** Shall be of sliding aluminum windows with glass.

8. **TOILET FITTINGS:** All toilet to have concealed plumbing for hot & cold water to include one European W.C, and one Indian W.C and one wash and reputed make CP fittings will include concealed stop cock, 1 bibcock. 1 shower with arm , Ceramic tile on walls upto 7 ft. height to be provided.
9. **KITCHEN FITTINGS/FIXTURES:** Black stone granite finish with steel sink to be provided along with floor washing arrangement one CP Bib Cock to be fitted together with concealed plumbing, kitchens, shall have ceramic tile of 2' ft. height above the counters, kitchen flooring shall be of Tiles.
10. **ELECTRICAL INSTALLATIONS:** Concealed copper wiring using ISI marked wires unto points, switch boards, switches, distribution boards and MCB but excluding fans and light fittings. Three light points, one fan point, one TV Point in living room, one 15 Amp point in dining and toilet each two light point and one exhaust fan point in kitchen and toilet. A.C. Point in two bed rooms.
11. **WATER ARRANGEMENTS:** Underground Reservoir for **K.M.C.** Water, overhead water tank, along with submersible pump, all inter connecting plumbing valves and delivery pipe lines to be installed.
12. **LIFT:** One Lift of Five Passengers capacity.
13. **AMENITIES & FACILITIES:**
 - a) One cable connection point in each flat
 - b) Intercom facility from lobby to each flat/unit
 - c) One common toilet for general use at the ground floor.
14. Boundary wall having 5-0" height.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands on the day month and year first above written.

SIGNED, SEALED AND DELIVERED by the
PARTIES at Kolkata in the presence of:
WITNESSES:

1. *Nasiraj*
6, Old Barr Office St,
Kolkata - 01.

[Signature]
(PULAK PATCOIRA)

FOR SALE & Sub. PRADHAN DEVI LAYAN
as consultant attorney

SIGNATURE OF THE OWNERS

2. *[Signature]*

Sp. K.S. Roy & Co.
WCL - 1.

F. K. REAL ESTATES
[Signature]
Proprietor

SIGNATURE OF THE DEVELOPER

Readover & explained to the parties
in vernacular who admit it to be true
and correct
Drafted by me:

[Signature]

(BHUPENDRA GUPTA)
Advocate

High Court at Calcutta
Enrolment No. WB/98/2001

REFUNDABLE SECURITY DEPOSIT RECEIPT


RECEIVED with thanks from the above named Developer a sum of **Rs.21,00,000/- (Rupees Twenty One Lakhs)** only as refundable security deposit in respect of the said property/premises in presence of the following witnesses.

Date	In Favour of	Cheque No	Bank	Branch	Amount
13.04.2022	Pulak Patodia	000009	HDFC	Marquis Street	1000000/-
13.04.2022	Pulak Patodia	000010	HDFC	Marquis Street	1100000/-
<u>TOTAL</u> <u>RUPEES TWENTY ONE LAKHS ONLY</u>					

Witnesses:-

1. 




(FORSELF & Smt. PRAKASH DEVI
LAWAN)
As constituted Attorney

SIGNATURE OF THE OWNERS

SPECIMEN FORM FOR TEN FINGERPRINTS



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Handwritten signature: [Signature]

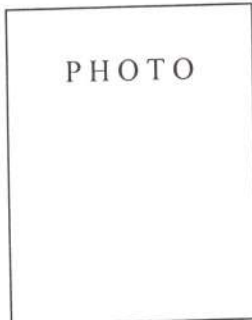


Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Handwritten signature: [Signature]



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Major Information of the Deed

Deed No :	I-1904-06642/2022	Date of Registration	13/04/2022
Query No / Year	1904-2001141619/2022	Office where deed is registered	
Query Date	13/04/2022 11:00:09 AM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Bhupendra Gupta 6, Old Post Office Street, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8336832283, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs : 21,00,000/-]		
Set Forth value	Market Value		
	Rs. 3,07,40,848/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,001/- (Article:48(g))	Rs. 21,091/- (Article:E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :




District: South 24-Parganas, P.S:- Karaya, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Lower Range, Road Zone : (Karaya Rd -- Beckbagan Row) , , Premises No: 30, , Ward No: 064 Pin Code : 700017

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	4 Katha 10 Chatak 18 Sq Ft		2,92,94,998/-	Property is on Road
Grand Total :				7.6725Dec	0 /-	292,94,998 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	4200 Sq Ft.	0/-	14,45,850/-	Structure Type: Structure Tenanted,
<p>Gr. Floor, Area of floor : 1400 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 65 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 1400 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 65 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 2, Area of floor : 1400 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 65 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		4200 sq ft	0 /-	14,45,850 /-	




Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Smt PRAKASH DEVI KAYAN, (Alias: Smt PRAKASH DEVI) Wife of Late SAJJAN KUMAR KAYAN A-38, New Friends Colony, City:- Not Specified, P.O:- New Friends Colony, P.S:-NEW FRIENDS COLONY, District:-South, Delhi, India, PIN:- 110025 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ABxxxxxx4K, Aadhaar No: 88xxxxxxxx8868, Status :Individual, Executed by: Attorney, Executed by: Attorney			
2	Name Mr PULAK PATODIA Son of Late MADAN MOHAN PATODIA Executed by: Self, Date of Execution: 13/04/2022 , Admitted by: Self, Date of Admission: 13/04/2022 ,Place : Office	Photo 	Finger Print 	Signature 
	13/04/2022	LTI 13/04/2022	13/04/2022	
	Flat No: 2A, 35/4, Padma Pukur Road, City:- Not Specified, P.O:- L R Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx3L, Aadhaar No: 25xxxxxxxx9524, Status :Individual, Executed by: Self, Date of Execution: 13/04/2022 , Admitted by: Self, Date of Admission: 13/04/2022 ,Place : Office			



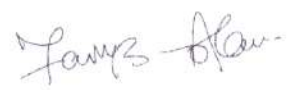
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	F K REAL ESTATES 39, Muzaffar Ahmed Street, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016 , PAN No.:: ALxxxxxx3F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Attorney Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr PULAK PATODIA Son of Late M M Patodia Date of Execution - 13/04/2022 , Admitted by: Self, Date of Admission: 13/04/2022, Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
	Apr 13 2022 1:09PM	LTI 13/04/2022	13/04/2022	
	35/4, Padma Pukur Road, City:- Not Specified, P.O:- L R Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx3L,Aadhaar No Not Provided by UIDAI Status : Attorney, Attorney of : Smt PRAKASH DEVI KAYAN			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name FAIYAZ ALAM (Presentant) Son of BARKAT ALI Date of Execution - 13/04/2022, , Admitted by: Self, Date of Admission: 13/04/2022, Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
	Apr 13 2022 1:09PM	LTI 13/04/2022	13/04/2022	
39, Ripon Street, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: Alxxxxxx3F, Aadhaar No: 48xxxxxxxx9010 Status : Representative, Representative of : F K REAL ESTATES (as Proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr WASIM RAJA Son of Late WAKIL KHAN H8, Ghulam Abbas Lane, G.R.Rd., City:- Not Specified, P.O:- Garden Reach, P.S:- Garden Reach, District:-South 24- Parganas, West Bengal, India, PIN:- 700024			
	13/04/2022	13/04/2022	13/04/2022
Identifier Of Mr PULAK PATODIA, FAIYAZ ALAM, Mr PULAK PATODIA			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Smt PRAKASH DEVI KAYAN	F K REAL ESTATES-3.83625 Dec
2	Mr PULAK PATODIA	F K REAL ESTATES-3.83625 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Smt PRAKASH DEVI KAYAN	F K REAL ESTATES-2100.00000000 Sq Ft
2	Mr PULAK PATODIA	F K REAL ESTATES-2100.00000000 Sq Ft

On 13-04-2022

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 13:04 hrs on 13-04-2022, at the Office of the A.R.A. - IV KOLKATA by FAIYAZ ALAM ,.

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 3,07,40,848/-

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

Execution is admitted on 13/04/2022 by Mr PULAK PATODIA, Son of Late MADAN MOHAN PATODIA, Flat No: 2A, 35/4, Road: Padma Pukur Road, , P.O: L R Sarani, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700020, by caste Hindu, by Profession Business

Indetified by Mr WASIM RAJA, , , Son of Late WAKIL KHAN, H8, Ghulam Abbas Lane, Road: G.R.Rd., , P.O: Garden Reach, Thana: Garden Reach, , South 24-Parganas, WEST BENGAL, India, PIN - 700024, by caste Muslim, by profession Law Clerk

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

Execution is admitted on 13-04-2022 by FAIYAZ ALAM, Proprietor, F K REAL ESTATES (Sole Proprietorship), 39, Muzaffar Ahmed Street, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016

Indetified by Mr WASIM RAJA, , , Son of Late WAKIL KHAN, H8, Ghulam Abbas Lane, Road: G.R.Rd., , P.O: Garden Reach, Thana: Garden Reach, , South 24-Parganas, WEST BENGAL, India, PIN - 700024, by caste Muslim, by profession Law Clerk

Executed by Attorney

Execution by Mr PULAK PATODIA, , Son of Late M M Patodia, 35/4, Road: Padma Pukur Road, , P.O: L R Sarani, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700020, by caste Hindu, by profession Business as the constituted attorney of Smt PRAKASH DEVI KAYAN , Smt PRAKASH DEVI A-38, New Friends Colony, P.O: New Friends Colony, Thana: NEW FRIENDS COLONY, , South, DELHI, India, PIN - 110025 is admitted by him

Indetified by Mr WASIM RAJA, , , Son of Late WAKIL KHAN, H8, Ghulam Abbas Lane, Road: G.R.Rd., , P.O: Garden Reach, Thana: Garden Reach, , South 24-Parganas, WEST BENGAL, India, PIN - 700024, by caste Muslim, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21,091/- (B = Rs 21,000/- ,E = Rs 7/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/-, by online = Rs 21,007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/04/2022 11:19AM with Govt. Ref. No: 192022230007216501 on 13-04-2022, Amount Rs: 21,007/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1764405920 on 13-04-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,001/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,901/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 196793, Amount: Rs.100/-, Date of Purchase: 30/03/2022, Vendor name: S Mukherjee

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

Online on 13/04/2022 11:19AM with Govt. Ref. No: 192022230007216501 on 13-04-2022, Amount Rs: 74,901/-,

Bank: HDFC Bank (HDFC0000014), Ref. No. 1764405920 on 13-04-2022, Head of Account 0030-02-103-003-02



Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2022, Page from 509906 to 509951

being No 190406642 for the year 2022.



Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2022.04.23 10:29:26 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2022/04/23 10:29:26 AM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)

