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Q No. (2) 1791378/2020.

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.



[Signature]
Additional Registrar
of Assurances-t, Kolkata

5 JAN 2021

DEVELOPMENT AGREEMENT/JOINT VENTURE

THIS DEVELOPMENT AGREEMENT made on this the 5th day of January, 2021 (Two Thousand Twenty One).

BETWEEN

DHYAN CHAND GABA alias **Dhan Chand Gaba** [PAN : AHHPG8791N & AADHAAAR NO. 807642589543], son of late Tala Ram Gaba, aged about 67 years, by nationality Indian, by faith Hindu, by occupation Business and residing at premises No. 41, Bangur Avenue, Block – C, Post Office Bangur Avenue, Police Station Lake Town, Kolkata-700055, hereinafter referred to as the **OWNER /LAND OWNER** (which term or expression shall unless excluded by or repugnant to the context or meaning shall include his heirs, successors, legal representatives, administrators and assigns) of the **ONE PART**.

AND

M/S. PRAKASH BUILDERS PRIVATE LIMITED [PAN:AABCP9479N], a Private Limited Company, having its registered office at premises No. P/3, New CIT Road, 3rd Floor, Post Office Bowbazar, Police Station Bowbazar, Kolkata-700073, being represented by its authorized signatory **Sri Vishal Sureka** [PAN : ALMPS8656F & AADHAAR NO. 996198278632], son of Sri Vishwanath Sureka, aged about 39 years, by nationality Indian, by faith Hindu, by occupation Business, residing at premises No. 6, Hastings Park Road, Post Office Alipore, Police Station Alipore, Kolkata-700027, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context or meaning shall include its successors/successors-in-interest and assigns) of the **OTHER PART**.

WHEREAS one Arifan Bibi was absolutely seized and possessed of 54 decimal of land at Mouza Sahara forming part of R.S. Dag No. 800 under R.S. Khatian No. 755 corresponding to L.R. Dag No. 1680 under L.R. Khatian No. 894, J.L. No. 46, Touzi No. 146 under Police Station Airport in the District North 24-Parganas.

AND WHEREAS by a Deed of Gift dated 3rd October, 1945 being No. 3756 bequeathed, transferred and conveyed all her right, title and

interest in the said land in favour of her grandson Jaynal Abedin who got his name duly recorded in the revisional record.

AND WHEREAS by a Deed of Conveyance being No. 11056 dated 14th November, 1962 the said Jaynal Abedin sold, transferred and conveyed all his right, title and interest in the said land at Mouza Sahara forming part R.S. Dag No. 800 under R.S. Khatian No. 755 corresponding to L.R. Dag No. 1680 under L.R. Khatian No. 894, J.L. No. 46, Touzi No. 146 in Mouza Sahara under Police Station Airport, District North 24-Parganas.

AND WHEREAS thus in the manner aforesaid, the said Ghostho Behari Ghosh became absolutely seized and possessed of **ALL THAT** at Mouza Sahara forming part in R.S. Dag No. 800 under R.S. Khatian No. 755 corresponding to L.R. Dag No. 1680 under L.R. Khatian No. 894, J.L. No. 46, Touzi No. 146 in Mouza Sahara under Police Station Airport, District North 24-Parganas.

AND WHEREAS at all material times one Sahadan Bibi and Ahmed Ali Mandal were absolutely seized and possessed of 36 decimal of land at Mouza Sahara R.S. Dag No. 801 under R.S. Khatian No. 755 corresponding to L.R. Dag No. 1681 under L.R. Khatian No. 1409, J.L. No. 46, R.S. No. 3, Touzi No. 146 in Mouza Sahara under Police Station Airport in the District North 24-Parganas out of which 07 decimal land was acquired by the Land Acquisition Department leaving behind 29 decimal of land in her possession.

AND WHEREAS by a Deed of Conveyance dated 29th May, 1961 being No. 6080 the said Sahadan Bibi and Ahmed Ali Mandal sold transferred and conveyed the said 29 decimal of land at Mouza Sahara R.S. Dag No. 801 under R.S. Khatian No. 755 corresponding to L.R. Dag No. 1681 under L.R. Khatian No. 1409, J.L. No. 46, R.S.

No. 3, Touzi No. 146 in Mouza Sahara under Police Station Airport in the District North 24-Parganas.

AND WHEREAS by a Deed of Conveyance dated 25th August, 1965 being No. 10946 duly registered with the Sub-Registrar of Assurance sold, transferred and conveyed the said 29 decimal of land at Mouza Sahara R.S. Dag No. 801 under R.S. Khatian No. 755 corresponding to L.R. Dag No. 1681 under L.R. Khatian No. 1409, J.L. No. 46, R.S. No. 3, Touzi No. 146 in Mouza Sahara under Police Station Airport in the District North 24-Parganas one Ghostho Behari Ghosh.

AND WHEREAS in the manner aforesaid the said Ghostho Behari Ghosh became absolute owner and was well seized and possessed of the aforesaid being under R.S. Khatian No. 755 corresponding to L.R. Dag No. 1680 under L.R. Khatian No. 894, J.L. No. 46, Touzi No. 146 in Mouza Sahara under Police Station Airport presently known and numbered as Municipal Holding No. 122 under Municipal Ward No. 28 within the limits of Madhyamgram Municipality and under R.S. Khatian No. 755 corresponding to L.R. Dag No. 1681 under L.R. Khatian No. 1409, J.L. No. 46, R.S. No. 3, Touzi No. 146 in Mouza Sahara under Police Station Airport in the District North 24-Parganas out of which 07 decimal land was acquired by the Land Acquisition Department leaving behind 29 decimal of land in her possession.

AND WHEREAS the said Ghostha Behari Ghosh died intestate leaving behind Smt. Nand Rani Ghosh, Smt. Rishi Bala Ghosh, Smt. Kamala Ghosh, Smt. Pushpa Rani Ghosh being daughters and Sri Rabin Chand Ghosh, Sri Haran Chandra Ghosh, Sri Madhab Chandra Ghosh as sons as legal heirs and the entire estate of the said Ghostha Behari Ghosh devolved upon the aforesaid legal heirs.

AND WHEREAS a Deed of Partition dated 30th March, 1993 was executed between the legal heirs of the said Ghostha Behari Ghosh

which was duly registered with the office of Additional District Sub-Registrar, Bidhan Nagar, Salt Lake and recorded in its Book No. 91, Volume No. 82, pages 341 to 370 as being No. 2866 for the year 1993.

AND WHEREAS by virtue of the said Deed of Partition dated 30th March, 1993 Smt. Kamala Ghosh became entitled to all that piece and parcel of land admeasuring 3 cotthas 8 chittaks 41 square feet out of 29 decimal of land in Mouza Sahara, J.L. No. 46, Touzi No. 746, R.S. Nos. 3 and 5, Khatian No. 409 in Dag No. 801 and all that piece and parcel of land admeasuring 5 cotthas 11 chittacks 29 square feet at Mouza Sahara in J.L. Dag No. 46, Touzi No. 746 R.S. Khatian No. 755 in Dag No. 800 out of 54 decimal of land aggregating to 9 cotthas 11 chittacks 25 square feet.

AND WHEREAS the said Kamala Ghosh by a Deed of Gift dated 16th September, 1999 the said Kamala Ghosh bequeathed and transferred her right, title and interest in respect of plot of land admeasuring 4 cotthas 1 chittak 20 square feet in Dag Nos. 800 & 801 out of the said 9 cotthas 4 chittaks land being 2 cotthas 8 chittaks 40 square feet land in Dag No. 801 allotted to her by Deed of Partition dated 30th March, 1999 to Subhasish Ghosh and Debasis Ghosh both son of Haran Chandra Ghosh.

AND WHEREAS by a Deed of Conveyance dated 25th June, 1999 the said Subhasish Ghosh and Debasis Ghosh for the consideration mentioned therein, transferred and conveyed all their right, title and interest in the said plots of land admeasuring 2 cotthas 8 chittaks and 25 square feet in Dag No. 800 and 1 cottha 8 chittaks 40 square feet land in Dag No. 801 so bequeathed to them as aforesaid to Sunil Gaba which is duly registered with the office of DSR-II, Barasat and recorded in Book No. I, Volume No. 44, pages 245 to 250, as being No. 2267 for the year 1999.

AND WHEREAS land admeasuring 4 cotthas 1 chittak 20 square feet forming part of L.R. Dag Nos. 1680 & 1681, L.R. Khatian No. 27, Mouza Sahara, J.L. No. 46, Holding No. 121/A, Jessore Road (South), Post Office Madhyamgram, District North 24-Parganas, Kolkata-700129, Police Station Airport in the District North 24-Parganas presently as Ward No. 28 within the limits of Madhyamgram Municipality.

AND WHEREAS as one Ensan Ali Molla was absolutely seized and possessed of all that the land admeasuring 7 cotthas situate and lying at Mouza Sahara, J.L. No. 46, R.S. No. 3, Touzi No. 146, R.S. Khatian No. 67 and 755, R.S. Dag Nos. 799 and 800 presently Barasat in the District North 24-Parganas.

AND WHEREAS upon demise of the said Ensan Ali Molla his right, title and interest in the said property devolved upon his two sons Abdul Motaleb Molla and Akkel Ali Molla.

AND WHEREAS Abdul Ali Molla and Akkel Ali Molla both being son of Insan Ali Molla by two registered Deed of Sale being Deed No. 458 of 1960 and 9147 for the year 1961 sold and transferred all that the land admeasuring 7 cotthas in J.L. No. 46, R.S. Khatian No. 3, Touzi No. 146, R.S. Khatian Nos. 67 and 755 under R.S. Dag Nos. 799 and 800 at Mouza Sahara in favour of Rabindra Nath Ghosh.

AND WHEREAS by a Deed of Conveyance dated 31st March, 1999 Rabindra Nath Ghosh sold, transferred and conveyed all his right, title and interest in all that piece and parcel of land admeasuring 7 cotthas situated and lying at Mouza Sahara, J.L. No. 46, Touzi No. 145, R.S. Khatian No. 67 and 755, R.S. Dag No. 799 and 800, area of land 4 cotthas 11 chittaks and 27 square feet in Dag No. 799 and 2 cotthas 4 chittaks and 18 square feet in Dag No. 800 total area of

land 7 cotthas, North 24-Parganas, Police Station Airport and within the limits of Madhyamgram Municipality to Dhan Chand Gaba.

AND WHEREAS the said Rabindra Nath Ghosh by a Deed of Conveyance dated 31st March, 1999 transferred 3 cotthas 25 square feet in Dag No. 800 and the land admeasuring 3 cotthas 6 chittaks 30 square feet totalling 7 cotthas 44 square feet to Manju Gaba situated at Mouza Sahara, J.L. No. 46, Touzi No. 146, Dag No. 801 under Police Station Airport in the District North 24-Parganas.

AND WHEREAS the said Smt. Manju Gaba while seized and possessed of and/or otherwise well and sufficiently entitled to the property, died intestate on 18th August, 1999 leaving behind her husband and only son namely, Dhyan Chand Gaba and Sunil Gaba respectively and three daughters namely, Priti Gaba, Sapna Gaba and Palak Gaba who became the joint and absolute owners of her share of the said property being **ALL THAT** land measuring about 7 cotthas and 44 square feet forming part of R.S. Dag Nos. 801 and 800 under R.S. Khatian Nos. 409 & 755 corresponding to L.R. Dag Nos. 1680 & 1681 under L.R. Khatian No. 1409, J.L. No. 46, R.S. No. 3, Touzi No. 146 in Mouza Sahara under Police Station Airport in the District North 24-Parganas presently known and numbered as Municipal Holding No. 122/2 under Municipal Ward No. 28 within the limits of Madhyamgram Municipality.

AND WHEREAS by virtue of Gift Deed dated 26th August, 2019 duly registered with the Additional Registrar of Assurance-IV, Kolkata, West Bengal Book No. 1 Vol. No. 1904 of 2019 page from 404667 to 404692 being No. 190408438 for the year 2019 executed by Palak Gaba in favour of Dhyan Chand Gaba the said Smt. Palak Gaba bequeathed transferred all her right, title and interest being 1/5 undivided joint share of land measuring about 1 cottha 49 square feet more or less forming part of R.S. Dag Nos. 801 & 800 under R.S.

Khatian Nos. 409 & 755 corresponding to L.R. Dag No. 1680, area of land 1.87 shatak equivalent 522.72 square feet and L.R. Dag No. 1681, area of land 1.87 shatak equivalent 522.72 square feet under L.R. Khatian No. 1409, J.L. No. 46, R.S. No. 3, Touzi No. 146 in Mouza Sahara under Police Station Airport in the District North 24-Parganas under Municipal Ward No. 28 within the limits of Madhyamgram Municipality.

AND WHEREAS by virtue of Gift Deed dated 6th September, 2019 duly registered with the Additional Registrar of Assurance-IV, Kolkata, West Bengal, Book No. I, Volume No. 1904 of 2019 pages from 404693 to 404718 being No. 190408439 for the year 2019 executed by Priti Gaba in favour of Dhyan Chand Gaba the said Priti Gaba bequeath transferred all her right, title and interest transferred being 1/5th (one fifth) undivided joint share of land measuring about 1 cottah 49 square feet more or less, forming part of R.S. Dag Nos. 801 & 800 under R.S. Khatian Nos. 409 & 755 corresponding to L.R. Dag No. 1680 area of land 1.87 shatak equivalent 522.72 square feet and L.R. Dag No. 1681 area of land 1.87 shatak equivalent 522.72 square feet under L.R. Khatian No. 1409, J.L. No. 46, R.S. No. 3, Touzi No. 146 in Mouza Sahara under Police Station Airport in the District North 24-Parganas under Municipal Ward No. 28 within the limits of Madhyamgram Municipality.

AND WHEREAS by virtue of Gift Deed dated 30th August, 2019 duly registered with the Additional Registrar of Assurance-IV, Kolkata, West Bengal, Book No. I, Volume No. 1904 of 2019 pages from 390037 to 390060 being No. 190408186 for the year 2019 executed by Sapna Gaba in favour of Dhyan Chand Gaba the said Sapna Gaba bequeathed and transferred all her right, title and interest transferred being 1/5th (one fifth) undivided joint share of land measuring about 1 cottah 49 square feet more or less, forming part of R.S. Dag Nos. 801

& 800 under R.S. Khatian Nos. 409 & 755 corresponding to L.R. Dag Nos. 1680 & 1681 under L.R. Khatian No. 1409, J.L. No. 46, R.S. No. 3, Touzi No. 146 in Mouza Sahara under Police Station Airport in the District North 24-Parganas under Municipal Ward No. 28 within the limits of Madhyamgram Municipality.

AND WHEREAS by virtue of a Gift Deed dated 21st January, 2020 duly registered with the Additional Registrar of Assurance-II, Kolkata, West Bengal Book No. 1 Vol. No. 1902 of 2020 page from 13644 to 13667 being No. 190200302 for the year 2020 executed by Sunil Gaba in favour of Dhyan Chand Gaba the said Sunil Gaba bequeathed transferred all her right, title and interest transferred being 1/5 copy of Schedules 'A' & 'B' of Sunil Gaba 1/5th (one fifth) undivided share of land measuring about 1 cottah 32.5 square feet forming part of L.R. Dag No. 1681, Khatian No. 1409 under J.L. No. 46, R.S. No. 3, Touzi No. 146 in Mouza Sahara, Block Barasat-II, Police Station formerly Airport under District North 24-Parganas, presently known and numbered as municipal Holding No. 122/2 under Municipal Ward No. 28 within the limits of Madhyamgram Municipality and **ALL THAT** piece and parcel of land admeasuring 4 cotthas 1 chittak 20 square feet forming part of R.S. Dag No. 801 & 800 under R.S. Khatian No. 409 and 755 corresponding to L.R. Dag No. 1680, Khatian No. 2273 under J.L. No. 46, R.S. No. 3, Touzi No. 146 in Mouza Sahara, Block Barasat-II, Police Station formerly Airport under District North 24-Parganas, presently known and numbered as municipal Holding No. 122/2 under Municipal Ward No. 28 within the limits of Madhyamgram Municipality.

AND WHEREAS in the premises aforesaid, the said Dhan Chand Gaba alias Dhyan Chand Gaba became the absolute owner of the schedule property.

AND WHEREAS the owner is now full and absolute owner of 30 decimal of contiguous land equivalent to 18 cottahs 2 chittacks 18 square feet with clear and undisputed demarcated line more fully and particularly described in Part I, II & III of the First schedule hereunder written herein collectively hereafter referred to as the Said Premises or Schedule Property.

AND WHEREAS the land owner decided to develop and commercially exploit the schedule property and in such regard had approached the developer herein in the year 2018 to construct a multi-storied building thereupon the schedule property, which shall be either used for residential or commercial purpose at the discretion of the developer considering and depending upon the available FAR (Floor Area Ratio) for the developer.

AND WHEREAS the parties now have come forward to record their mutually agreed terms and understanding in writing by executing this Development Agreement, wherein the land owners provides the schedule property to the developer and also the exclusive powers and authorities being granted by the land owner to the developer for the purpose of developing the said multi-storied building in the land of the schedule property.

NOW THIS AGREEMENT WITNESSETH and it is agreed by and between the parties as follows:

ARTICLE I – DEFINITION

In these presents unless contrary hereto or repugnant thereto the following expressions shall have the following meanings:

1. **OWNER / LAND OWNER** shall mean the aforesaid **DHYAN CHAND GABA** alias **DHAN CHAND GABA**, son of late Tala Ram Gaba including his heirs, legal representatives and assigns.

2. **DEVELOPER** shall mean the aforesaid **M/S. PRAKASH BUILDERS PRIVATE LIMITED**, a Private Limited Company, and or its assigns or successors.
3. **SCHEDULE PROPERTY** shall mean (i) **ALL THAT** land measuring 12 decimal (about 7 cotthas) forming part of R.S. Dag Nos. 799 & 800 under R.S. Khatian Nos. 67 & 755 corresponding to L.R. Dag Nos. 1580 & 1680 under L.R. Khatian No. 894, J. L. No. 46, R.S. Dag No. 3, Touzi No. 146 in Mouza Sahara under Police Station Airport in the District North 24-Parganas presently known and numbered as municipal Holding No. 122 under municipal Ward No. 28 within the limits of Madhyamgram Municipality and (ii) **ALL THAT** land measuring 12 decimal (about 7 cotthas and 44 square feet) forming part of R.S. Dag Nos. 801 & 800 under R.S. Khatian Nos. 409 & 755 corresponding to L.R. Dag Nos. 1680 & 1681 under L.R. Khatian No. 1409, J. L. No. 46, R.S. No. 3, Touzi No. 146 in Mouza Sahara under Police Station Airport in the District North 24-Parganas presently known and numbered as Municipal Holding No. 122/2 under Municipal Ward No. 28 within the limits of Madhyamgram Municipality and (iii) **ALL THAT** land measuring 6 decimal (about 4 cotthas 1 chittacks and 20 square feet) forming part of R.S. Dag Nos. 800 & 801 under R.S. Khatian Nos. 755 & 409 corresponding to L.R. Dag Nos. 1680 & 1681 under L.R. Khatian No. 2273, J. L. No. 46, R.S. No. 3, Touzi No. 146 in Mouza Sahara under Police Station Airport in the District North 24-Parganas under Municipal Ward No. 28 within the limits of Madhyamgram Municipality which are more fully and particularly described in Part-I, Part-II & Part-III of the first schedule written hereunder. Provided that as and when the schedule property is amalgamated in the municipal record the

expression schedule property shall mean such amalgamated property from of the same having one or more holding numbers.

4. **BUILDING** shall mean the proposed multi-storied building or Blocks of Buildings thereupon the schedule property, which shall be used for residential and commercial purpose at the discretion of the developer considering and depending upon the available Floor Area Ratio (FAR) based on the sanctioned building plan of the Madhyamgram Municipality, North 24-Parganas, or Zila Parishad by the developer.
5. The developer (at its own cost and responsibility) will get the plan sanctioned from the Madhyamgram Municipality. In this regard it will be clarified that (1) full potential of FAR of the said property which shall be utilized for construction of the new building. (2) The developer shall be responsible for obtaining all sanctions, permissions, clearance and approvals needed for the project (including the final sanction of the Building Plans and Completion Certificate) (3) All costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the developer.
6. **COMMON AREAS & FACILITIES** shall mean the boundary wall include corridors, hallways, stairways, lift (if any), machine room, staircase room, passages, ultimate roof, lift shafts, driveways, gardens, and servant bath room and other spaces and facilities whatsoever required for the enjoyment maintenance and/or management of building and any other facilities as shall be provided by the developer. The developer shall at its own costs install and erect in the new buildings common areas ,amenities and facilities such as stairways, lifts, passages, common lavatory, electric meter room, pump room, reservoir, overhead water tank, water pump and motor. Water connection, drainage

connection, sewerage connection as per the sanctioned building plan (collectively common portions). For permanent electric connection to the flat and other spaces in the new buildings (flats), the intending purchasers (collectively transferees) shall pay the deposits demand by CESC Limited or other agencies and the owner shall also pay the same for the flats in the owner's allocation. It is clarified that the expression transferees include the owner and the developer to the extent of unsold or retained flats in the new buildings. Provided however, the cost of installing the electric meter and transformer for one flat occupied by the owner for his personal use and occupation only out of owner's allocation shall be borne by developer:

7. LAND shall mean an area of 30 decimal comprised in the said premises' described under Part-I, Part-II & Part-III of the first schedule here under written.
8. SALEABLE SPACE shall mean the space in the building available for independent use and occupation along with the proportionate undivided share in land of the schedule property and also of the common areas and amenities of the building as be determined by the developer.
9. OWNERS' ALLOCATION shall mean right of ownership in respect of the total constructed of 40% (Forty Percent) share of the proposed building along with right, title and interest in respect of the new constructed building together with proportionate, undivided, indivisible share in land of the Building along with right of access to all common areas and amenities (including car parking spaces, if any, but except the terrace which shall remain common) to be provided in the building, and the owner's allocation is more fully described in Part-I of the second schedule hereunder, provided that the saleable areas

out of Owner's Allocation adjusted towards Developer's dues as stated herein shall not form part of Owner's Allocation in due course.

10. DEVELOPER'S ALLOCATION shall mean the remaining/rest/space of the total 60% (Sixty Percent) share of the total constructed space of the proposed building along with right, title and interest in respect of the independent units proposed to be constructed of the new constructed building together with proportionate, undivided, indivisible share in land of the building along with right of access to all common areas and amenities (including car parking spaces, if any, but except the terrace which shall remain common) to be provided in the building, and the developer's allocation is more fully described in Part-II of the second schedule hereunder and shall include the areas transferred in due course or adjusted out of Owner's Allocation towards the dues of the Developer.

11. THE ARCHITECT shall mean such person or persons who may be by appointed by the developer for designing and planning of the building.

12. SECURITY DEPOSIT:

12.1. The Developer will keep deposited with the owner, Refundable / ~~Adjustable~~ security deposit of Rs. 31,00,000/- (Rupees Thirty One Lakhs) only part of which has already been paid as follows:

- a) On 14.12.2018 Rs. Rs.5,25,000/- (Rupees Five Lakhs Twenty Five Thousand) only.
- b) On 27.02.2020 a further sum of Rs. 17,70,000/- (Rupees Seventeen Lakhs Seventy Thousand) only.

Nisha Samal

- c) Towards the cost obtaining gift deed by the owner, paid to lawyer Rs. 60,000/- (Rupees Sixty Thousand) only by Cash.
- d) A further sum of Rs. Rs.3,00,000/- (Rupees Three Lakhs) only on 21.12.2020 by RTGS – UTR No. BARBH20356993354, Drawn on Vijay Bank / Bank of Baroda, Branch Alipore.
- e) Simultaneously with the execution of this agreement Rs. 2,00,000/- (Rupees Two Lakh) only .
- f) Balance of Security Deposit of Rs.2,45,000/--(Rupees Two Lakh and Forty Five Thousand) only, will be deposited only after the sanction of Building Plan.

12.2 The Owner admits the Receipts of the refundable ~~and / or~~ adjustable Security deposit of Rs. 28,55,000/- (Rupees Twenty Eight Lakhs and Fifty Five Thousand) only till date subject to payment of balance of security deposit of Rs.2,45,000/--(Rupees Two Lakh and Forty Five Thousand) only, Upon Sanction of Building Plan.

12.3 Out of the total Security Deposit of Rs.31,00,000/- (Rupees Thirty One Lakhs) only a sum of Rs. 21,00,000/- (Rupees Twenty One Lakhs) only, will be free of interest and will be ~~adjusted against owner's allocation at the prevailing market price at the time of demarcation of area~~ immediately after the sanction plan.

12.4 The balance of Rs.10,00,000/--(Rupees Ten Lakhs) only, will carry interest @ 12% per annum and the total of the principal and interest will be further ~~adjusted out of Owner's Allocation in addition to adjustment under the clause 12.3.~~ Refunded to

Developer.

- 12.5 The Security Deposit is ~~either~~ refundable ~~or adjustable~~ at the sole option of the Developer. The same will be intimated by a letter issued by the Developer.
- 12.6 If the Developer asks for refund, the owner's allocation will be delivered only after the Developer getting the full refund.
- 12.7 If the Developer opts for adjustment amount of Owner's Allocation, the adjusted units, stock, flats and spaces will be added to the Developer's allocation.
13. TRANSFER with its grammatical variations shall include transfer by possession and by and other means adopted for effecting transfer of space under the law.
14. TRANSFEREE shall mean a person or persons to whom any space in the building has been transferred by the developer.
15. TRANSFEROR shall mean and include the developer alone has the mandate under these presents agree to transfer or effect transfer of space in the new building to any person or persons (except owner's allocable portion).
16. WORDS IMPORTATION SINGULAR shall mean plural and vice versa and masculine gender shall also include feminine neuter gender.
17. The Developer is liable to pay Rs. 50,000/- (Rupees Fifty Thousand) only per month in the event of delay in the project subject to the Force Majeure Clauses after the completion period as mentioned in the agreement.

Nishant Khurana

ARTICLE II – COMMENCEMENT

1. This Agreement shall deem to have commenced from execution hereof and shall remain valid till the completion of building and handover of possession. The developer will complete the construction within the period of 36 (thirty-six) months after getting the sanction of the Building plan or vacant possession whichever is later. The formalities for submissions of the building plan for the proposed building (G+IV) shall be applied by the developer after the vacant space obtained by the developer from the owners within 3 months after the signing of the Development Agreement. The plan shall be obtained from the Madhyamgram Municipality, North 24-Parganas or any other concerned authority. Plan shall be submitted within 6 months from the handover of vacant position subject to all documents, formalities to be completed by the owner whichever is required by the competent authority and handover vacant and peaceful by the said owner.
2. Notwithstanding anything contained in the foregoing clause, this Agreement shall remain valid till there is complete transfer of all spaces in the building forming part of developer's allocation as detailed herein as per the provisions of the Transfer of Property Act, 1882.
3. This Agreement shall cease to operate earlier only in the event of complete transfer of saleable space in the Building in favour of the land owners and the developer and or their respective transferees.
4. The developer has taken possession of the schedule property and shall apply for amalgamation of the said plots into a single holding number if required. The landowner has committed that

he shall not let-out the property to any one on rent or execute any Rent Agreement with any third party.

5. The Owner shall remove one Authorised occupant occupying a small portion at the cost of the owner.

ARTICLE III – OWNERS' REPRESENTATIONS

The owner doth hereby represent to the developer as follows:

1. The land owner is absolutely seized and possessed of and/or sufficiently or otherwise well entitled to the schedule property. The land owner is aware that relying on such representation the developer has agreed to enter into these presents.
2. The land owner hereby declares that the schedule property is free from all encumbrances and manner of lispens, charges, liens, claims or mortgages whatsoever and in exclusive possession of the land owners save and except one unauthorised occupant and hereby undertakes to indemnify and keep indemnified the developer from and against all actions, charges, lines, claims, encumbrances and mortgages and right in the schedule property.
3. None other than the land owner has any claim, right title, interest and/or demand over and in respect of the schedule property and/or any other portion thereof in any manner whatsoever.
4. There is no excess vacant land held by the land owners at the schedule property within the meaning of the Urban Land (Ceiling and Regulations) Act, 1976.

5. The land owners hereby further represents to the developer that at the time of construction, he will fully co-operate for smooth construction of the building at the schedule property.
6. Relating to the period prior to the date of sanction of building plan BLLRO and municipal tax and outgoings prior to the handing over the vacant and peaceful possession of the schedule property by the owner to the developer shall be borne by the land owner.
7. The land owner is the sole and absolute owner of the schedule property and has a clear and marketable title in respect thereof.
8. The land owner has full and absolute right to enter into this Agreement.
9. The Land lord is liable to remove all tenants or unauthorised occupants or trespassers at the schedule property and vacate the same with his own effects and responsibility and costs and will hand over the peaceful vacant position to the Developer before the submission of the Building Plan to the Madhyamgram Municipality to obtain the sanction.
10. There is no subsisting Agreement for Sale or Agreement for Development in respect of the schedule property.
11. The owner shall cooperate with the developer in the matter of amalgamation of the schedule property and sanction of building plan.
12. The owner shall cooperate with the developer in the matter of mutation and conversion of schedule land and carry out the same at the cost of owner.

13. The schedule Property is not subject to any acquisition, requisition or alignment.

ARTICLE IV – DEVELOPER’S RIGHTS

1. The land owners doth hereby grant exclusive rights and grant Power of Attorney to the developer to build upon and to develop the schedule property and constructing the Building according to sanctioned plan. The Power of Attorney remains valid till the completion of the project and handover the of saleable portions by the developer.
2. All applications or sanction plan and other papers and documents as may be required by the Developer for the purpose of obtaining necessary application and alteration to the proposed plan from the appropriate authority shall be prepared and submitted by the developer on behalf of the owner at its own costs and expenses after having the same and all alterations and/or modifications thereof having been mutually approved in consultation with the land owners and the developer who shall pay and bear all fees including Architect's fees, charges and expenses required to be paid or deposited for exploitation of the schedule property after execution of this Agreement PROVIDED HOWEVER the developer shall exclusively entitled to all refunds of any or all payments and/or deposits made by the developer.
3. It is hereby agreed and recorded that in sanction of the Building Plan, the developer shall be entitled to obtain maximum FAR available as per the prevalent rules and codes and the owner shall not make any interference in this regard.

4. The developer shall be entitled to raise loans and advances from appropriate banks and financial institutions against creation of collateral security for mortgage in respect of the developer's allocation in the schedule property after obtaining the sanction plan from the Madhyamgram Municipality.
5. The developer shall be entitled to get full vacant possession of the schedule property within 3 months after the signing of the Development Agreement before the submission of the building plan for sanction to the Madhyamgram Municipality.
6. The developer shall be entitled to depute its own security guards and to put up hoarding at the schedule property.
7. The Developer will be entitled to the debris upon demolition of existing structures.

ARTICLE V – CONSTRUCTION

1. The developer shall at its own costs raise and erect the building and construct the owner's allocation which is more fully detailed in the Part-I of the second schedule written hereunder.
2. Within 36 (thirty-six) months from the date of sanction of the building plan by the Municipality, North 24-Parganas or any other concerned authority or obtaining vacant possession of the schedule property whichever is later the developer shall erect and complete the building in all respect in accordance with the direction of the Architect so appointed for the new construction of the said building so as to be fit for occupation subject to circumstances of force majeure.
3. The developer shall comply with all requirements as directed by the Municipality or any other concerned authority/ies, relating to

the construction of the building on the schedule property and shall obtain all necessary approvals from the developing and/or planning authorities as and when required at its own cost and in the name and behalf of the owner.

4. All costs, charges and expenses from the date of execution of this presents including architects, fees and costs charges and expenses which may have to be paid shall be paid, met and discharged by the developer and the developer hereby agrees to keep the land owners indemnified against all actions, suits, proceedings, costs, charges and demand and claims in respect thereof.
5. The constructed built-up areas and / or saleable areas other than owner's allocation shall be the exclusive property of the developer who shall be entitled to sell, transfer or dispose of out of developer's allocation as the developer in its absolute discretion shall think fit and proper, but such area shall not be any common area or service area.
6. The developer shall also install and provide such facilities that may be required to be provided according to the statutory bye-laws and regulations of the competent authority upon amalgamation.
7. The developer shall be under obligation to apply for and obtain completion certificate and occupancy certificate from the concerned authorities and the owner shall have no financial liability on such account, and shall also apply for and obtain the assessment of the building valuation of the competent authority.
8. The developer shall be authorized by the owner to apply for and obtain quotas entitlements and other allocations of such building

materials as per specifications given herein for the construction of the building.

9. The developer shall be authorized by the owner to apply for the obtain temporary and/or permanent connection of water, electricity, gas and/or other inputs and facilities required for the building.
10. For any additions, alterations, modifications, changes or deviations in the construction of the building, approval of the competent authorities as the case may be has to be obtained by the developer and he will be solely responsible for such regulation at its own costs PROVIDED HOWEVER the owner shall render all assistance to the developer in this regard as and when necessary for better development.
11. The construction of the building shall be made more or less as per the specifications given in the Third Schedule written hereunder.

ARTICLE VI – CONSIDERATION

1. In consideration of the owner having agreed to permit the developer to commercially exploit the schedule property as also in consideration of land provided by the land owner for that purpose and to construct, erect and build the building in accordance with the plan proposed to be sanctioned by the competent authority or any amendment thereof the developer shall do the following:
 - (a) Cause maps or plans to be prepared and submit the same to the appropriate authorities for sanction and modification and modification thereof;

(b) Make payment of all fees and other amounts for having the plan sanctioned/modified/alterd by the appropriate authorities;

(c) Obtain all approvals, sanctions, consents and permissions as may be required for the purpose of obtaining sanction of the building plan or modification thereof for the purpose of construction of the Building at the schedule property;

(d) Incur all costs, charges and expenses for the construction, erection of the building on the schedule property;

(e) Allocate to the owner the owner's allocation as provided herein.

ARTICLE VII – PROCEDURE FOR SANCTION FOR FAR

1. The developer shall have all such building plans prepared as are required under the law by a competent Architect.
2. The developer shall at its own submit the building plan to the competent authority for sanction, permission and/or clearance as may be required.
3. The developer shall submit at his own cost all such applications to the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 as are required by the said Act for the purpose of developing the schedule property as provided herein. The cost if incurred in regard to the ULC and statutory cost will be borne by the Owner.

4. The developer shall bear all expenses whatsoever to obtain sanction, permission and/or clearance of the building plan, including the cost of the preparation of the same together with all other expenses as mentioned herewith the right to get refund, if any, provided that in the event of cancellation of this Agreement by the owners, the owners shall indemnify for all costs, charges and expenses incurred by the developer on account of any fault on the part of the owners. In the event of extra charges incurred locally like chandas, donations and miscellaneous expense, the landlord and developer will share this expense proportionately as per the ratio which prevails (60% developer and 40% landowner).
5. The land owners shall render to the developer all reasonable assistance necessary to apply for and/or obtain all sanctions, permissions, approval and/or clearance and hereby agrees and assures the developer to sign and execute such plans, applications and other papers as may be required by the developer from time to time.

ARTICLE VIII – POSSESSION

1. The then land owners have already delivered the physical possession of the schedule property to the developer within 7(seven) days from the date of getting the first payment of security deposit dated 14th December, 2018.
2. The developer shall hold the same without interference or disturbance from the owner or any persons claiming title under them but the land owners shall have the right for periodical inspection to verify the specifications of construction, more fully described in the third schedule hereunder.

3. Until the completion of the building, the developer shall hold possession of the schedule property on its behalf as well as on behalf of the land owners only during the subsistence of this Agreement.

ARTICLE IX – BUILDING

1. The land owner with the execution of this Agreement admits delivery of possession of the schedule property mentioned in the first schedule hereto and the developer shall at its own cost construct the said multi-storied building on the schedule property according to the sanctioned building plan and specifications given in the third schedule hereunder.
2. That the developer shall at its own costs construct the building(s) as would be sanctioned, permitted and/or approved by the competent authority.
3. The design and the nature of the building and the materials to be used shall be according to the specifications described under the third schedule hereto.
4. The building shall be of RCC construction and shall conform with the standard specifications as per the specifications, more fully described in the third schedule hereunder.
5. The developer shall also install and provide such facilities that may be required to be provided according to the statutory bye-laws and regulations of the competent authority.
6. The developer shall be authorized by the owner to apply for and obtain quotas, entitlements to the owner for the construction of the building.

7. The developer shall be authorized by the owner to apply for and obtain temporary and/or permanent connection of water, electricity, and/or other inputs and facilities required for the building.
8. All costs, charges and expenses including Architect and Engineer's fees shall be discharged by the developer and the owner shall have no responsibility in this context.
9. The saleable space in the building until and unless transferred to the transferee(s) and/or allocated as provided herein shall be held by the parties hereto as per their respective shares in the manner already provided. The saleable right of the total saleable area will be under the developer's right. The sale price of the saleable area will be finalized by the developer mutually discussed with the landowner.

ARTICLE X – RATES AND TAXES

1. Relating to the period after sanction of building plan rates and taxes shall be borne by the Developer and thereafter which the parties hereto and/or their respective transferee shall be responsible for payment of all municipal rates, taxes and other outgoings.
2. The developer and/or its transferees shall sufficiently indemnify the owner against all claims, actions, demands, costs, charges expenses and proceedings, whatsoever suffered or incurred by the developer consequent on the default by the developer or its transferee in payment of rates and taxes.

ARTICLE XI – SERVICE AND CHARGES

1. On completion of the building, the Parties shall be invited to take possession of their respective allocated areas as provided herein in the building and as of that date, shall be responsible to pay and bear the services charges for the common facilities in the building.
2. The developer and the land Owner shall have the exclusive right over the roof rights as per the proportionate ratio of 60% (developer) and 40 % (landlord) as mentioned earlier.
3. The service charges shall include utility charges maintenance of mechanical, electrical, sanitary and other equipments maintenance and general management of the building (To be determined by building committee).
4. Additional service charges may also be charged for such other service as may be provided over and above those mentioned in Clause (3) above.
5. The developer in consultation with the owner, shall frame the scheme for the management, maintenance and administration of the building and either party shall abide by all the rules and regulations of such management/administration/maintenance and other scheme and it would be obligatory on the part of the owner and the nominees of the developer to join the body to be formed for management and administration and pay the proportionate common expenses.

ARTICLE XII – DEVELOPER'S OBLIGATION

1. The developer hereby agrees and covenants with the owner to complete the construction of the building within 36 (thirty-six) months from the date of the sanction of the Building plan of the

schedule property and necessary basic ground work, however the period of 36 months shall be subject to availability and the cost of raw materials and labour and also subject to delay in submission of all original relevant papers related to the property and the mutation copy of Dhyan Chand Gaba and the clearance from the ULC department if necessary and also subject to complete vacant possession and force majeure.

2. The developer hereby may transfer or assign or nominate the benefit of this agreement made with the owner to any other third-party. As well the land lord is entitled to assign or nominate his allocation to his nominees.
3. The developer hereby agrees and covenants with the owner not to violate or contravene any of the provisions or rules applicable for construction of the building.
4. The developer hereby declares that the construction cost will be approximate Rupees Two thousand five hundred per square feet area. It is decided that the developer shall pay to the landowner 40% (forty percent) of the sale of the owners' allocation after the completion of the sale deducting the construction cost mentioned above if the construction is supplementary on the roof as stated in Clause XI (2) above.
5. The Developer is entitled to construct the new building as per the building sanction plan by the Madhyamgram Municipality not below G+IV structure.

ARTICLE XIII – OWNER’S OBLIGATION

1. The land owner hereby undertakes that the owners will hand over all the original documents related to the said property to the developer at the time of signing the development agreement.
2. The land owner hereby undertakes that the owners will give the sale right of complete saleable area to the developer.
3. The owner shall pay and clear the land Revenue and Municipal Tax up to the date of sanction plans.
4. The owner shall carry out up to date mutation and amalgamation of the schedule property before the developer puts application for sanction of plan.
5. The owner shall carry out conversion of L.R. Dag No. 1680 from Danga to Bastu at his own cost before application for sanction of plan.
6. The owner shall apply for and obtain clearance under the Urban Land Ceiling & Regulatory Act, 1976 if necessary for the amalgamated schedule property.
7. The owner shall not make claim for the debris of the old structures when demolished by a Demolition Contractor.
8. The owner shall allow the security deposit to be first deducted from the share of allocation or share of proceeds belonging to the owner till fully adjusted.

9. The owner shall join the Agreement or Conveyance for sale and transfer of the saleable areas to the prospective purchaser and also attend before the concerned register for property.
10. Simultaneously with the execution and registration of this Agreement for Development, the owner shall execute and register a Power of Attorney in the name of and in favour of a authorized signatory of the Developer Company authorising the holder of such Power to carryout various works on behalf of the owner and the developer including sanction of plan in respect of the schedule property and for sale of the flat, units, spaces, car parking spaces, saleable area of the schedule premises and to execute transfer documents and to register the same from time to time.

ARTICLE XIV – OWNERS' INDEMNITY

The land owner hereby undertakes that the developer shall be entitled to construct and complete the said construction and enjoy their allocated space without any interference and/or disturbance from the owner or any other persons claiming under them subject to allocation of the space to the owner as detailed herein. The land owner hereby undertakes to execute and register deed of conveyance in favour of the flat owners who will purchase the flats after getting possession out of the developer's allocation and to provide appropriate possession letters to flat owners of independent saleable space arising out of the owner's allocation.

ARTICLE XV – DEVELOPER'S INDEMNITY

1. The developer hereby undertakes to keep the Land owner indemnified against all third-party claims and actions arising out of any act or commission of the developer in or relating to the construction of the building.

2. The developer hereby undertake to keep the land owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the developer's actions with regard to the development of the schedule property.

ARTICLE XVI – FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.
2. Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout and/or any litigation if filed or pending pertaining to property and / or any delay by the concerned Government department or Statutory Authority in granting the necessary permissions, clearances NOC required for the sanction and / or construction and / or any other act or commission beyond the control of the parties hereto.

ARTICLE XVII – DOCUMENTATIONS

ALL THE Agreements for Sale and Transfer and the Deed of Conveyances shall be prepared and registered by mutually selected Advocate, on behalf of the owner and the developer and who shall act as Advocate for the developer and who shall act as an advocate for the project.

ARTICLE XVIII – ARBITRATION

ALL THE differences and disputes between the parties hereto regarding the construction and interpretations of the terms and conditions contained herein or touching these presents or determination of any liability shall be referred to arbitration as per the

provisions of The Arbitration & Conciliation Act, 1996 and the Arbitrator will be appointed by the developer.

ARTICLE XIX – MISCELLANEOUS

The developer shall be entitled to nominate or assign the benefit of this Agreement in favour of any third-party without the consent of the land owner. However, appointing a contractor or project manager or a sole selling agent (if any) will not amount to assignment/nomination for the purpose of this clause no consent of the land owner shall be necessary provided in pursuance of the Agreement. As well Land Owner is also entitled to assign or nominate his allocation to his nominees.

ARTICLE XX – JURISDICTION

The Court within whose jurisdiction the schedule property are lying alone shall have the jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO (THE SCHEDULE PROPERTY)

PLOT-I

ALL THAT piece and parcel of Bastu and Danga land measuring about 7 cotthas equivalent to 12 decimals [8 decimals in L.R. Dag No. 1580 & 4 decimals in L.R. Dag No. 1680] forming part of R.S. Dag Nos. 799 & 800 under R.S. Khatian Nos. 67 & 755 corresponding to L.R. Dag Nos. 1580 & 1680 under L.R. Khatian No. 894, J. L. No. 46, R.S. No. 3, Touzi No. 146 in Mouza Sahara under Police Station Airport in the District North 24-Parganas, under Municipal Ward No. 28 within the limits of Madhyamgram Municipality, Additional District Sub-Registration office Bidhannagar, Salt Lake and butted and bounded as follows:

R.S.DAG NO. 799(L.R. DAG No. 1580)

ON THE NORTH : in part of Dag No. 799.
 ON THE SOUTH : R. S. Dag No. 822.
 ON THE EAST : Part of Dag No. 800.
 ON THE WEST : Dag No. 799.

R.S. DAG NO. 800 (L.R. DAG No. 1680)

ON THE NORTH : Dag No. 800.
 ON THE SOUTH : Dag No. 819 and 822.
 ON THE EAST : Dag No. 800 (P).
 ON THE WEST : Part of Dag No. 799.

PLOT-II

ALL THAT piece and parcel of Bastu & Danga land measuring about 7 cotthas and 44 square feet equivalent to 12 decimals [6 + 6 decimals in L.R. Dag Nos. 1680 & 1681] forming part of R.S. Dag Nos. 801 & 800 under R.S. Khatian Nos. 409 & 755 corresponding to L.R. Dag Nos. 1680 & 1681 under L.R. Khatian No. 1409, J.L. No. 46, R.S. No. 3, Touzi No. 146 in Mouza Sahara under Police Station Airport in the District North 24-Parganas , under Municipal Ward No. 28 within the limits of Madhyamgram Municipality, Additional District Sub-Registration Office Bidhannagar, Salt Lake and butted and bounded as follows:

ON THE NORTH : Part of Dag No. 800 and 801.
 ON THE SOUTH : Dag 819
 ON THE EAST : Jessore Road.
 ON THE WEST : Dag No. 800 (P).

PLOT-III

ALL THAT piece and parcel of Bastu & Danga land measuring about 4 cotthas 1 chittacks and 20 square feet equivalent to 6 decimals [3 + 3 decimals L.R. Dag Nos. 1680 & 1681] in forming part of R.S. Dag Nos. 800 & 801 under R.S. Khatian Nos. 755 & 409 corresponding to L.R. Dag Nos. 1680 & 1681 under L.R. Khatian No. 2273, J.L. No. 46, R.S. No. 3, Touzi No. 146 in Mouza Sahara under Police Station Airport in the District North 24-Parganas, under Municipal Ward No. 28 within the limits of Madhyamgram Municipality, Additional District Sub-Registration Office Bidhannagar, Salt Lake and butted and bounded as follows:

ON THE NORTH : Dag Nos. 800 and 801.

ON THE SOUTH : Dag No. 819.

ON THE EAST : Jessore Road.

ON THE WEST : Dag No. 819.

The entire of the schedule property admeasuring 30 Decimal (18 Katha, 2 Chittack, 19 SQ Ft) more or less is shown in the plan attached hereto bordered in Red thereon.

**THE SECOND SCHEDULE ABOVE REFERRED TO
PART-I (OWNERS' ALLOCATION)**

ALL THAT right of ownership in respect of the total constructed space 40% (Forty Percent) of the proposed multi-storied building along with right, title and interest in respect of the independent units including in Car Parking Spaces proposed to be constructed of the proposed multi-storied building together with proportionate, undivided, indivisible share in land of the Building along with right of access to all common areas and amenities, (but except the ultimate terrace which shall remain common)to be provided in the Building.

**PART-II
(DEVELOPER'S ALLOCATION)**

ALL THAT right of ownership in respect of the total constructed space 60% of the proposed multi-storied building along with right, title and

interest in respect of the independent units including in car parking spaces proposed to be constructed of the proposed multi-storied building together with proportionate, undivided, indivisible share in land of the building along with right of access to all common areas and amenities (but except ultimate the terrace which shall remain common) to be provided in the building.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(Specification for Construction)**

The necessary constructional work of the proposed building will be done as follows:

1. **WALL:** All external walls and the partition walls will be thick with cement plastering, interior walls and ceiling will be furnished with Plaster of Paris.
2. **DOOR :** Wooden frame and doors shutters will be of water proof flush door. Toilet door shutters and door frames will be of P.V.C.
3. **WINDOWS:** Windows will be aluminium sliding window.
4. **FLOORS:** Floors are done with vitrified tiles.
5. **TOILET AND SANITARY:** Floor will be done with anti-skid ceramic tiles .
6. **KITCHEN SPACE:** Floor will be done with anti-skid ceramic tiles.
7. **ELECTRICAL:**
Electrical wirings will be done with good quality branded wire, cables and switches.
8. **OTHER WORKS:**
LIFT
Boundary wall along with suitable gate.
Site development.
Outside elevation.
Outside Coloring.

IN WITNESS WHEREOF the Parties hereto have executed these presents the day, month and year first above written in presence of the Witnesses below.

SIGN SIALED IN DELIVERED

By the parties:

WITNESSESS:

1. Puniti Datta

12-D, Ananda Palit Road
Kolkata - 700014

Dhan Chand Gaba

(DHAN CHAND GABA alias Dhyan
Chand Gaba)
OWNER

2. Ranjit Hathi

10, 1st Floor, 1st Street
Kolkata - 700014.

Vishal Sureka
(VISHAL SUREKA)

FOR PRAKASH BUILDERS PVT.
LTD.
DEVELOPER

Drafted by

C. K. Deora

Advocate.

High Court, Calcutta

Enrolment No. WB-617/1974

MEMO OF CONSIDERATION

Received by the Owner from the Developer the sum of Rs. 28,55,000/- as follows : -

| | | | | |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------|--------------------------------|
| 1. | 824231 | 13/12/18 | Rs. 50,000/- | Corporation Bank- C.R. Avenue. |
| 2. | 824247 | 07/02/19 | Rs. 50,000/- | Corporation Bank- C.R. Avenue. |
| 3. | 460801 | 14/05/19 | Rs. 50,000/- | Vijaya Bank- Alipore. |
| 4. | 460802 | 14/05/19 | Rs. 50,000/- | Vijaya Bank- Alipore |
| 5. | 460826 | 27/05/19 | Rs.1,00,000/- | Vijaya Bank- Alipore |
| 6. | 460855 | 27/06/19 | Rs. 50,000/- | Vijaya Bank- Alipore |
| 7. | 427923 | 14/08/19 | Rs. 25,000/- | Vijaya Bank- Bata Nagar. |
| 8. | 662870 | 17/10/19 | Rs.3,15,000/- | Vijaya Bank- Alipore. |
| 9. | 662871 | 17/10/19 | Rs.5,00,000/- | Vijaya Bank- Alipore. |
| 10. | 662876 | 17/10/19 | Rs.5,00,000/- | Vijaya Bank-Alipore. |
| 11. | 662874 | 06/11/19 | Rs. 50,000/- | Vijaya Bank- Alipore. |
| 12. | 662921 | 10/01/20 | Rs. 55,000/- | Vijaya Bank- Alipore. |
| 13. | 661110 | 27/02/20 | Rs. 2,50,000/- | Vijaya Bank-Alipore |
| 14. | 661111 | 27/02/20 | Rs. 2,50,000/- | Vijaya Bank-Alipore. |
| 15. | Rs. 60,000/- (Rupees Sixty Thousand) only by Cash. | | | |
| 16. | Rs.3,00,000/- Rupees Three Lakhs dated 21.12.2020 by RTGS - UTR No. BARBH20356993354, Drawn on Vijay Bank / Bank of Baroda , Branch Alipore, | | | |
| 17. | Rs.2,00,000/-(Rupees Two Lakhs) only dated 5.01.2021 by D.D No - 459899 Drawn on Vijay Bank / Bank of Baroda , Branch | | | |

Total: Rs.28,55,000/- (Rupees Twenty Eight Lakhs and Fifty Five Thousand) only.

Witness:

1. Puniti Chakraborty

Signature of Owner

SIGNATURE OF OWNER

2. Ranjit Hati