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DEVELOPMENT AGREEMENT

THIS AGREEMENT made on this 10 th day of February, 2023 A.D.

## BETWEEN

1) MRS. MAMATA DAS, having PAN -BCAPD 2905 E, having Aadhaar Card No. 3835 5215 5826, wife of of Late Sukumar Das, by occupation - House wife, 2) MR.GOUTAM DAS, having PAN- ALIPD 0597 L, having Aadhaar Card No. 4676 6834 0317, 3) MR.MINTU DAS, having PAN-CEKPD 6300 N, having Aadhaar Card No. 3118 0027 9785, both sons of Late Sukumar Das, all by faith-Hindu, all Indian Citizen, both by occupation-Business, all residing at 101, K.K. Mazumder Road, P.O. Santoshpur, under P.S. Kasba, now Survey Park, Kolkata-700 075, in the District of South 24-Parganas, hereinafter jointly ....P/2.

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ALIPORE JUDGES COURT A. K. SAMAJPATI

VENDOR SIGNATURE



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## AND

M/S. M.D.D. ENTERPRISE, ( PAN NO. AASFM 4634 L) a Partnership Business, having it's registered Office at 46 A, Kali Kumar Majumder Road, P.O. Santoshpur, P.S. Purba Jadavpur, now Survey Park, Kolkata - 700 075, represented by it's Partners, namely, 1) SRI CHANDAN MANNA, having PAN NO. AIHPM 2558 E, son of Late Dhirendra Nath Manna, by faith - Hindu, Indian Citizen, by occupation - Business, residing at 3, Rabindra Nath Tagore Road, P.O. Santoshpur, P.S. Purba Jadavpur, now Survey Park, Kolkata - 700 075, 2) SRI CHANDAN DAS, having PAN NO. AKXPD 9448 C, son of Late Gopi Nath Das, by faith - Hindu, Indian Citizen, by occupation - Business, residing at 13 A, Kabi Sukanta Second Lane, P.O. Santoshpur, P.S. Purba Jadavpur, now Survey Park, Kolkata - 700 075, 3) SRI SUKUMAR DAS, having PAN NO. ADPPMD 8158 C, son of Late Atul Chandra Das, by faith - Hindu, Indian Citizen, by occupation - Business, residing at 14A/1, Kabi Sukanta Road, P.O. Santoshpur, P.S. Purba Jadavpur, now Survey Park, Kolkata - 700 075 hereinafter called and referred to as the 'DEVELOPER' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, successors, representative, administrator and assigns) of the SECOND PART.

WHEREAS after the partition of India a large number of residents of former East Pakistan (now Bangladesh) crossed over and came to the territory of the State of West Bengal from time to time to force of circumstances beyond their control. The Government Of West Bengal offered all reasionable facilities to such persons for residence in West Bengal. During such time a considerable number of such people were compelled by the circumstances to use vacant lands in the urban areas for homestead purpose. During this period, most of the migrants / refugees lived in small plotsof land according to their physical possession of the same and staying there with their family members and subsequently, the migrants / refugees approached the Government Of West Bengal for the permanent settlement of them and their families. ...P/3.



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AND WHEREAS the Government Of West Bengal with the intent to rehabilitate such migrants/ refugees acquired land in Mouza- Santoshpur, J.L. No. 22, comprised in C.S. Dag No. 369(P), sunder P.S. Kasba, in the District of South 24- Parganas, in the urban area under the provisions of L.D.P. Act, 1948/L.A. Act I of 1894. It had been decided by Government Of West Bengal to make a gift of the small plots of land to those migrants/ refugees, who were already in possession of respective plots of land in their favour so as to confer absolute right, title and interest in the said plot of land where they were residing peacefully for a long time with their family members.

AND WHEREAS Sri Sukumar Das, son of Late Jyotish Chandra Das, being one such migrants/ refugees, was in peaceful possession of a piece and parcel of Bastu landed property measuring about 3 Cottah 5 Chittack 00 Sq.Ft. more or less, along with the structures constructed thereon, lying and/or situated in Mouza -Santoshapur, J.L.No.22, comprised in C.S. Plot / Dag No. 369(P), appertaining to E/P No.101, S.P. No. 142, under, P.S. Kasba, then Purba Jadavpur now under Survey Park, in the District of South 24 Parganas. Subsequently, the Refugee Relief & Rehabilitation Dept., Govt of West Bengal allotted the said plot of land, the aforesaid plot of Bastu landed property measuring about 3 Cottah 5 Chittack 00 Sq.Ft. more or less, along with the structures constructed thereon, lying and/or situated inMouza -Santoshapur, J.L.No.22, comprised in C.S. Plot / Dag No. 369(P), appertaining to E/P No.101, S.P. No. 142, under, P.S. Kasba, then Purba Jadavpur now under Survey Park, in the District of South 24 Parganas, along with the structures constructed thereon, in favour of the said Owner, Sri Sukumar Das, being migrant from the East Pakistan (Now Bangladesh) and finally, by virtue of a registered Deed of Gift, duly executed on 14 01.1991, by the Governer of West Bengal, through the Refugee Relief & Rehabilitation Dept., Govt of West Bengal and formally gifted/ transferred the official ownership of the said plot of land in favour of Sri Sukumar Das, which was registered in the office of the Additional District Registrar at Alipore and was ecorded in Book-I, Volume No. 1, Pages from 237 to 240, being No. 60, for the year 1991.



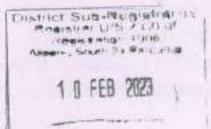
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AND WHEREAS subsequently, while in peaceful possession of the aforesaid ALL THAT piece and parcel of plot of plot of Bastu landed property measuring about 3 Cottah 5 Chittack 00 Sq.Ft. more or less, along with the structures constructed thereon, lying and/or situated in Mouza -Santoshapur, J.L.No.22, comprised in C.S. Plot / Dag No.369(P), appertaining to E/P No.101, S.P. No. 142, under, P.S. Kasba, then Purba Jadavpur now under Survey Park, in the District of South 24- Parganas, along with the Pucca structures constructed thereon the said Sri Sukumar Das, duly recorded his name in the records of the Calcutta Municipal Corporation now The Kolkata Municipal Corporation through process of mutation by complying all the necessary and required formalities thereof and accordingly, the said Premises was known, numbered and assessed as Municipal Premises No.119, K.K. Mazumdar Road (Postal Address being 101, K.K. Majumder Road), P.O. Santoshpur, Kolkata-700 075, under P.S. Purba Jadavpur now Survey Park, at present within the limits of The Kolkata Municpal Corporation, Ward No. 104, Br. XI, under Assessee No. 31-104-27-0119-5.

AND WHEREAS Subsequently, while in peaceful possession of the same, Sri Sukumar Das, died intestate on 17.02.2001, leaving behind him, his wife, Smt. Mamata Das, his Two sons, namely, 1) Sri Goutam Das and 2) Sri Mintu Das as his only legal heirs / successors.

AND WHEREAS Sri Goutam Das and Sri Mintu Das, two sons of Sri Sukumar Das, being two such migrants/refugees, were in peaceful possession of a piece and parcel of Bastu landed property measuring about 1 Cottah 15 Chittack 00 Sq.Ft. more or less, along with the structures constructed thereon, lying and/or situated in Mouza -Santoshapur, J.L.No.22, comprised in C.S. Plot / Dag No. 369(P), appertaining to E/P No.101A, S.P. No. 142/1, under, P.S. Kasba, then Purba Jadavpur now under Survey Park, in the District of South 24 Parganas. Subsequently, the Refugee Relief & Rehabilitation Dept., Govt of West Bengal allotted the said plot of land, the aforesaid plot of Bastu landed property, measuring about 1 Cottah 15 Chittack 00 Sq.Ft. more or less, along with the structures constructed thereon, lying and/or situated in Mouza -Santoshapur,





J.L.No.22, comprised in C.S. Plot / Dag No. 369(P), appertaining to E/P No.101A, S.P. No. 142/1, under, P.S. Kasba, then Purba Jadavpur now under SurveyPark, in the District of South 24 Parganas, along with the structures constructed thereon, in favour of the said Owners. Sri Goutam Das and Sri Mintu Das, both sons of Sri Sukumar Das, being migrants from the East Pakistan (Now Bangladesh) and finally, by virtue of a registered Deed of Gift, duly executed n 14 01.1991, by the Governer of West Bengal, through the Refugee Relief & Rehabilitation Dept., Govt of West Bengal and formally gifted/ transferred the official ownership of the said plot of land in favour of the Owners, Sri Goutam Das and Sri Mintu Das, both sons of Sri Sukumar Das, which was registered in the office of the Additional District Registrar at Alipore and was ecorded in Book-I, Volume No. 1, Pages from 265 to 268, being No. 67, for the year 1991.

AND WHEREAS while in peaceful possession of the same, amicably decided to amalgamate the those two properties, measuring about 3 Cottah 5 Chittack 00 Sq.Ft. more or less, along with the structures constructed thereon, lying and/or situated inMouza -Santoshapur, J.L.No.22, comprised in C.S. Plot / Dag No.369(P), appertaining to E/P No.101, S.P. No. 142, under, P.S. Kasba, then Purba Jadavpur now under Survey Park, in the District of South 24 Parganas, along with the structures constructed thereon, inherited from her husband and their aforesaid father, Late Sukumar Das and the aforesaid plot of Bastu landed property, measuring about 1 Cottah 15 Chittack 00 Sq.Ft. more or less, along with the structure's constructed thereon, lying and/or situated in Mouza -Santoshapur, J.L.No.22, comprised in C.S. Plot / Dag No. 369(P), appertaining to E/P No.101A, S.P. No. 142/1, under, P.S. Kasba, then Purba Jadavpur now under Survey Park, in the District of South 24 Parganas, along with the structures constructed thereon, in the name said Owners, Sri Goutam Das and Sri Mintu Das into one single property and accordingly, they have executed a registered Deed of Amalgamation on 10.02.2023, which was duly registered in the office of the D.S.R.-IV, Alipore and was recorded in Book-I, Volume No. 1604-2023, being No. 1604015 2 5 \_\_\_\_\_, for the Year 2023.

AND WHEREAS accordingly, after becoming the joint owners of the said Premises, by way of inheritance, said Smt. Mamata Das, Sri Goutam Das and Sri Mintu Das, became the joint Owners of the said property, measuring about 5 Cottah



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4 Chittack more or less and mutated their names as the joint Owners of the said Premises in the records of the Kolkata Municipal Corporation by complying necessary formalities and duly paid the municipal Taxes in respect to the said premises upto date.

AND WHEREAS while in peaceful possession of the same the joint Owners have mutually decided to develop the aforesaid property by obtaining a sanctioned Building Plan of a G + III/ IV storeyed Building from the competent Authority of the Kolkata Municipal Corporation by complying necessary formalities in respect to the said development. But due some unavoidable circumstances and personal difficulties, the joint owners/ First Part herein also decided to appoint, engage some reputed Developer to complete the said Project and declared for the same.

AND WHEREAS the Developer herein, coming to know the facts of such desire of the joint Owners herein, has made a proposal in relation to the aforesaid development of the said property before the joint Owners. The joint Owners after necessary investigation and thorough understanding with the Developer herein, have agreed to develop the said premises by the Developer. Both the parties hereto have mutually analysed, discussed and agreed to execute a Development Agreement under certain terms and conditions to satisfy the interest of both the parties thereto. The Owners herein, for their own advantage and benefits, have agreed to appoint, M/S. M.D.D. ENTERPRISE, the Other Part herein, as the Developer of the said property for constructing the proposed G + III/ IV Storeyed Building as per the sanctioned building Plan. The Developer herein, have also agreed to develop the said property by constructing the proposed G + III/ IV Storeyed Building as per the sanctioned Building Plan at it's own risk, cost and expenses under certain terms and conditions which has been decided mutually by and between the parties herein, without involving the joint Owners in the matter of the hazzards of construction.

AND WHEREAS it is mutually settled by and between the joint Owners and the Developer herein, that, the Joint Owners will be entitled to the following:-



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- A) Among the joint Owners, Sri Goutam Das shall be entitled to One 2(Two) BHK Flat, being No. 1C, measuring about 724 Sq.Ft. Built-Up Area or equivalent to 905 Sq.Ft. more or less Super Built-up Area, consisting 2(Two) Bedrooms, 1(One) Dining cum Kitchen, 1(One)Toilet, 1(One) W.C., 1(One) Verandah on the First Floor on the North -Eastern side, of the Building and One 2(Two) BHK Flat, being No. 1A, measuring about 822 Sq.Ft. more or less Built-Up Area or equivalent to 1027 Sq.Ft. more or less, Super Built-up Area, consisting 2(Two) Bedrooms, 1 Living , 1 Kitchen cum Dining, 1 Toilet and 1 W.C., 1(One) Verandah on the First Floor on the South - North-Western side of the Building and a Car Parking Space, measuring about 170 Sq.Ft. more or less on the back side of the Ground Floor and Smt. Mamata Das and Sri Mintu Das shall be entitled to One 2(Two) BHK Flat, being No.1B, measuring about 625 Sq. Ft. more or less, Built-Up Area or equivalent to 781 Sq.Ft. more or less Super Built-up Area, consisting 2(Two) Bedrooms, 1(One) Dining cum open Kitchen, 1(One) Toilet, 1(One) W.C., 1(One) Verandah on the First Floor on the South -Eastern side, of the Building and One 2(Two) BHK Flat, being No. 3A, measuring about 822 Sq.Ft. more or less Built-Up Area or equivalent to 1027 Sq.Ft. more or less, Super Built-up Area, consists of 2(Two) Bedrooms, 1 Living , 1 Kitchen cum Dining, 1 Toilet and 1 W.C., 1(One) Verandah on the Third Floor on the South - North-Western side of the Building and 2 (Two) Shop Rooms, measuring about 88 Sq.Ft. more or less Built-Up Area and 87 Sq.Ft. more or less, Built-up Area, on the Eastern Side on the Road side along with one Godown, measuring about 135 Sq.Ft. more or less, behind the Shop Rooms in the Ground Floor of the G + III/ IV storied Building apart from monetary payments against their respective allocations.
- B) Apart from the floor allocation, among the Joint Owners, shall be entitled to a sum of Rs.45,00,000.00/-( Rupees Forty Five Lakh) only as Non-refundable/ Forfeited Amount, payable in 2(two) installments, i)First Installment of Rs.25,00,000.00/-( Rupees Twenty Five Lakh) only at the time of execution of this Development Agreement and the balance amount of Rs.20,00,000.00/-( Rupees Twenty Lakh) only as Second Installment payable after Three months from the date of sanction of the Building Plan. ...P/8.



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AND WHEREAS the balance area of the sanctioned F.A.R. comprised of the balance Self contained Flats on the different Floors and all Covered Car Parking Spaces in the Ground Floor of the G + III / IV storeyed Building will be vested on the Developer herein as the Developer's Allocation without any objection and /or Claim of the joint Owners herein subject to payment of the Owners' Allocation (both physically and financially) in the proposed G + III / IV storeyed Building in the aforesaid Premises, save and except the Owners' Allocation.

AND WHEREAS both the Owners and the Developer herein, have amicably discussed, negotiated, agreed and finally settled that, the proposed G + III / IV Storeyed Building shall be completed within the stipulated time period of 18 months from the date of commencement of work of the Project as per the Sanctioned Building Plan and after completion of the aforesaid building, the two joint Owners herein, shall be allotted their aforesaid allocation along with their monetary payments as aforesaid and the rest joint Owners shall be paid their respective payments out of the Owners' Allocation by the Developer, strictly as per the mutually agreed payment schedule. However, in the mean time, the Developer shall have every lawful right to enter into Agreement For Sale with all intending Buyers/Purchasers for the purpose of transfer of the self-contained Flats on the Second Floor and on the Third Floor and the Car Parking Spaces in the Ground Floor of the said premises under the Developer's Allocation (save and except Owners' Allocation) at any settled price without any objection from the Owners. The Developer herein, shall also be entitled to receive the part or full consideration against sale of Developer's Allocation in the said premises.

NOW THIS AGREEMENT WITNESSETH THAT BOTH THE PAR-TIES HERETO HAVE AGREED TO CERTAIN TERMS AND CONDITIONS WHICH ARE AS FOLLOWS:-

 In the Premises and in consideration of mutual advantages and benefits to be received and derived by both the parties herein, do hereby enter this Development Agreement for the development of the said property.



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- 2.A) OWNERS: Shall mean 1) MRS. MAMATA DAS, having PAN-BCAPD 2905 E, having Aadhaar Card No. 3835 5215 5826, wife of of Late Sukumar Das, by occupation House wife, 2) MR.GOUTAM DAS, having PAN-ALIPD 0597 L, having Aadhaar Card No. 4676 6834 0317, 3) MR.MINTU DAS, having PAN-CEKPD 6300 N, having Aadhaar Card No. 3118 0027 9785, both sons of Late Sukumar Das, all by faith-Hindu, all Indian Citizen, both by occupation-Business, all residing at 101, K.K. Mazumder Road, P.O. Santoshpur, under P.S. Kasba, now Survey Park, Kolkata-700 075, in the District of South 24-Parganas, hereinafter jointly called and referred to as the 'OWNERS'.
- DEVELOPER : Shall mean M/S. M.D.D. ENTERPRISE, ( PAN NO. B) AASFM 4634 L) a Partnership Business, having it's registered Office at 46 A, Kali Kumar Majumder Road, P.O. Santoshpur, P.S. Purba Jadavpur, now Survey Park, Kolkata - 700 075, represented by it's Partners, namely, 1) SRI CHANDAN MANNA, having PAN NO. AIHPM 2558 E, son of Late Dhirendra Nath Manna, by faith -Hindu, Indian Citizen, by occupation - Business, residing at 3, Rabindra Nath Tagore Road, P.O. Santoshpur, P.S. Purba Jadavpur, now Survey Park, Kolkata - 700 075, 2) SRI CHANDAN DAS, having PAN NO. AKXPD 9448 C, son of Late Gopi Nath Das, by faith - Hindu, Indian Citizen, by occupation - Business, residing at 13 A, Kabi Sukanta Second Lane, P.O. Santoshpur, P.S. Purba Jadavpur, now Survey Park, Kolkata - 700 075, 3) SRI SUKUMAR DAS, having PAN NO. ADPPMD 8158 C, son of Late Atul Chandra Das, by faith - Hindu, Indian Citizen, by occupation -Business, residing at 14A/1, Kabi Sukanta Road, P.O. Santoshpur, P.S. Purba Jadavpur, now Survey Park, Kolkata - 700 075 hereinafter called and referred to as the 'DEVEL-OPER'.
- C) PREMISES: Shall mean ALL THAT piece and parcel of Bastu land, measuring about 5(Five) Cottah 4(Four) Chittack more or less in total together with a Single storied building, measuring measuring about 700 Sq.Ft. more or less, Built-up Area all cement flooring, together with all vacant landed area within the Premises, lying and/or situated in Mouza -Santoshapur, J.L.No.22, comprised in C.S. Plot / Dag No.369 (P), appertaining to E/P No.101and 101A, S.P. No. 142 and 142/1, under P.S. Purba Jadavpur now under Survey Park, at Municipal Premises



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No.119, K.K. Mazumdar Road (Postal Address being 101, K.K. Majumder Road), P.O. Santoshpur, Kolkata-700 075, under P.S. Purba Jadavpur now Survey Park, at present within the limits of The Kolkata Municipal Corporation. Ward No. 104. Br. XI. under Assessee No. 31-104-27-0119-5. in the District of South 24 Parganas, within the jurisdiction of Sub-registry office at A.D.S.R, Sealdah, Dictrict Registry office at D.S.R.-V, Alipore, South 24-Parganas and butted and bounded as follows:-

ON THE NORTH : BY E.P. NO. 100 / PREMISES NO. 120,

K.K.MAJUMDER ROAD.

ON THE SOUTH : BY PREMISES NO. 118, K.K.MAJUMDER

ROAD.

ON THE EAST : BY 20 FT. WIDE K.M.C. ROAD.

ON THE WEST : BY E.P. NO. 101A 7 COMMON PASSAGE.

which is more fully and particularly mentioned in the Schedule - 'A' of this

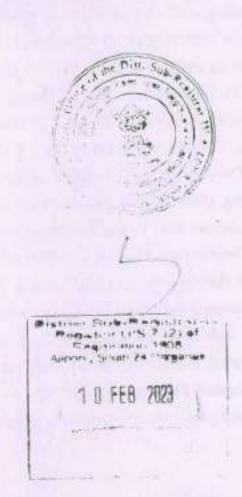
Agreement and hereafter called 'The Said Property'.

D) <u>BUILDING</u>: Shall mean G+ III / IV Storeyed Building to be constructed on the land of the said property, which Building will contain self-contained residential Units / Flats and space for water pump and motor, space for electric meter, undergound and overhead water reservoir, septic tank, Mounted room/ Chile Kotha and necessary facilities etc., those will be constructed at the Premises No.119, K.K. Mazumdar Road (Postal Address being 101, K.K. Majumder Road), P.O. Santoshpur, Kolkata-700 075, under P.S. Purba Jadavpur now Survey Park, at present within the limits of The Kolkata Municpal Corporation, Ward No. 104, Br. XI, under Assessee No. 31-104-27-0119-5, in the District of South 24 Parganas, in accordance with the Sanctioned Building Plan.



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- E) <u>COMMON FACILITIES</u>: Shall mean and include the corridor, stairs, staircases, staircase landing, stairways, pathways for easement from the main road and other open spaces including side, rear, front spaces and facilities, lobbies, Lift, Lift-Well, Mounted room on the top floor, space for electric meter, passages, overhead water reservoir, underground or semi-grounded water reservoirs, septic tank and other facilities and any other area left for beautification that will be provided by the Developer for the enjoyment of the flat holders and/or for maintenance of the building to be constructed and/or other common facilities that may be provided by the Developer.
- F) OWNER'S ALLOCATION :- Shall mean and include,
- A) Among the joint Owners, Sri Goutam Das shall be entitled to One 2(Two) BHK Flat, being No. 1C, measuring about 724 Sq.Ft. Built-Up Area or equivalent to 905 Sq.Ft. more or less Super Built-up Area, consisting 2(Two) Bedrooms, 1(One) Dining cum Kitchen, 1(One) Toilet, 1(One) W.C., 1(One) Verandah on the First Floor on the North -Eastern side, of the Building and One 2(Two) BHK Flat, being No. 1A, measuring about 822 Sq.Ft. more or less Built-Up Area or equivalent to 1027 Sq.Ft. more or less, Super Built-up Area, consisting 2(Two) Bedrooms, 1 Living , 1 Kitchen cum Dining, 1 Toilet and 1 W.C., I(One) Verandah on the First Floor on the South - North-Western side of the Building and a Car Parking Space, measuring about 170 Sq.Ft. more or less on the back side of the Ground Floor and Smt. Mamata Das and Sri Mintu Das shall be entitled to One 2(Two) BHK Flat, being No.1B, measuring about 625 Sq. Ft. more or less, Built-Up Area or equivalent to 781 Sq.Ft. more or less Super Built-up Area, consisting 2(Two) Bedrooms, 1(One) Dining cum open Kitchen, 1(One) Toilet, 1(One) W.C., 1(One) Verandah on the First Floor on the South -Eastern side, of the Building and One 2(Two) BHK Flat, being No. 3A, measuring about 822 Sq.Ft. more or less Built-Up Area or equivalent to 1027 Sq.Ft. more or less, Super Built-up Area, consists of 2(Two) Bedrooms, 1 Living , 1 Kitchen cum Dining, 1 Toilet and 1 W.C., 1(One) Verandah on the Third Floor on the South - North-Western side of the Building and 2 (Two) Shop Rooms measuring about 88 Sq.Ft. more or less Built-Up Area and 87 Sq.Ft. more or less, Built-up Area, on the Eastern Side on the Road side along with one Godown, measuring about 135 Sq.Ft. more or less, behind the Shop Rooms in the Ground Floor of the G + III/ IV storied Building apart from monetary payments against their respective allocations. ...P/12.



- B) Apart from the floor allocation, among the Joint Owners, shall be entitled to a sum of Rs.45,00,000.00/-(Rupees Forty Five Lakh) only as Non-refundable/ Forfeited Amount, payable in 2(two) installments, i) First Installment of Rs.25,00,000.00/-(Rupees Twenty Five Lakh) only at the time of execution of this Development Agreement and the balance amount of Rs.20,00,000.00/-(Rupees Twenty Lakh) only as Second Installment payable after Three months from the date of sanction of the Building Plan.
- G) <u>DEVELOPER'S ALLOCATION</u>: Shall mean and include the balance area of the sanctioned F.A.R. comprised of the balance Self contained Flats on the Second Floor, on the Third Floor and on the Fourth Floor( if any) and all balance Covered Car Parking / commercial Spaces in the Ground Floor of the G + III / IV storeyed Building will be vested on the Developer herein as the Developer's Allocation without any objection and /or Claim of the joint Owners herein subject to payment of the Owners' Allocation ( both physically and financially) in the proposed G + III / IV storeyed Building in the aforesaid Premises, save and except the Owners' Allocation.
- H) TRANSFER: Shall mean and include transfer by the delivery of possession and by any other means adopted for effecting transfer of the saleable spaces and / or flats of the said include meaning of the terms, as defined under the Income Tax Act and also the Transfer of Property Act.
- I) TRANSFEREE: Shall mean a person, firm, limited company, association of persons to whom the saleable space or flat/ Covered Car Parking Spaces in the said building will be agreed to be transferred and/or for whom the said flats shall be agreed to be constructed by the Developer in exercise of the authority of the Developer to construct the said respective flats of the Developer's Allocation for and on behalf of such persons and at the costs of such persons who will be interested in purchasing and having flat at the said building to be constructed at the said premises.
- J) ARCHITECT: Shall mean an Architect / Civil Engineer / L.B.S. who shall be appointed by the Developer herein and shall take the total responsibility of the proposed Project at the aforesaid Premises.

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- 3. That the said Owners do hereby revocably appoint, authorise and nominate and empower the said Developer to act as Developer of the said property and at the costs to be borne and incurred by the said Developer to have prepared and sanctioned a building plan of a G + III / IV storeyed Building duly sanctioned by The Kolkata Municipal Corporation.
- 4. That the Developer shall be always entitled to enter into the said property and to have the same surveyed and measured with the help of their men, labourers, technical persons etc. and soil thereof tested as and if required under the Building Rules and have a Building Plan of a G + III / IV storeyed Building prepared by a qualified Architect/Engineer/Surveyor.
- 5. i) That the Developer shall be entitled to sign in the name of and on behalf of the Owners and submit the plan and enter into all correspondences and make representations before the Kolkata Municipal Corporation Authorities and appear before them and do all necessary acts, deeds and things in that, behalf and pay all fees and charges for getting the proposed G + III / IV Storeyed Building Plan prepared and also all sanction fees and charges and also obtain and receive the sanctioned plan from the Kolkata Municipal Corporation and for that purpose to sign and grant receipts.
- ii) That after necessary discussion by and between the Owners and the Developer herein, it is mutually settled by and between them that, all pending issues including payment of outstanding/arrear Municipal Taxes and/or other necessary impositions in relation to the said premises shall be resolved by the Developer herein, by making necessary payments in relation thereto with immediate effect i.e. after execution of the Development Agreement by and between the parties herein. The Developer shall bear all arrear or outstanding Municipal Taxes in respect to the said premises.
- 6. That the Owners agree that, upon the plan being sanctioned by the Kolkata Municipal Corporation, the owners shall deliver the khas vacant possession of the entire Premises unto the Developer for the proposed Development and on receipt of the same, the Developer shall be entitled to start the demolition of the existing



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Building/ structures and thereafter shall commence the development work, preparingthe ground and to start to commence of the construction of the proposed G + III / IV storeyed Building at the land of the said premises in accordance with the said sanctioned Building Plan.

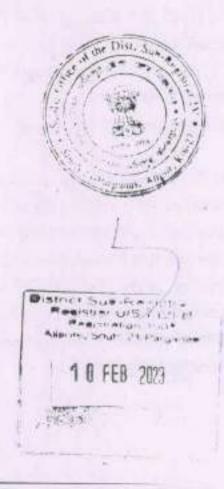
- 7. That upon the plan being sanctioned, the Developer agrees to construct the construction of the said building in a substantial and work like manner and use standard materials of the size and specification stated in the sanctioned plan.
- 8. That the said Owners do hereby agree to indemnify and keep the Developer duly indemnified against all defects in title of the said Owners and against all claims, demands, liabilities, if any, of any third party against the said premises and / or against the said Owners and also against any actions, charges, liens, claims, encumbrances and mortgage or any third party claim in the said premises and in case of any such breach /problems or claims it will be of the option of the Developer and the owners to cancel this Agreement and demand its investments in the said project and TO HOLD AND TO HAVE a charge on the Owners' Allocation and in the land of the said premises until the demand of the Developer is not settled and paid and / or until the said problems and claims are not satisfied by the said-Owners.
- 9. That the Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in relation to the making of construction of the said building.
- 10. That the Owners hereby agree, undertake and confirm that the Developer shall be entitled to construct and complete the building on the land of the said premises and retain, enjoy and deal with and transfer the Developer's Allocation TOGETHER WITH undivided share in the land of the said premises attributable to the said Developer's Allocation without any interruption, objection, disputes,



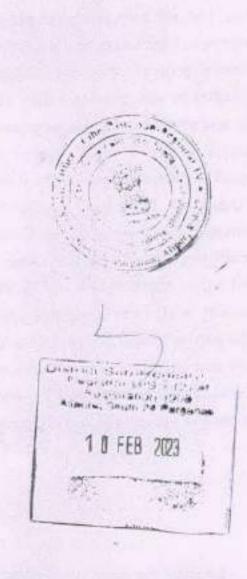


interference, hindrance of the said Owners and that the appointment of the said Developer as 'Developer' of the said premises and the rights of the said Developer to construct the said building in terms of this Agreement shall always be revocable on the part of the said Owners. It is however agreed by the Developer that the Developer shall not deliver up the possession of Developer's Allocation to Third Party without First delivering up the possession of the Owners' Allocation to the Owners within the notice period of 30 (thirty) days as stipulated in Clause No.35.

- That the joint Owners shall handover all original copies and certified copies of 11. the original title deeds of the said premises to the custody of Developer herein, free from all encumbrances charges liabilities and the Owners shall not deal with the same in any manner and shall not deposit the same for securing any money claim and the Developper herein, shall always allow the Developer to have inspection of the said documents as and when required for establishing and proving the title of the said Owners. It is recorded that, true xerox authenticated copies of the said title deeds had already been given to the Developer. In case of necessity the Developer herein, shall be bound to provide all the original copies of Deeds, Documents, Certificates, Receipts before the Competent Authority as and when asked by the Owner. It is also agreed that the original sanctioned plan after obtaining from the Kolkata Municipal Corporation shall be in the custody of the said Developer and the Owners will get a copy of the said sanctioned plan for their own satisfaction and with a lien thereon in favour of the Developer for all costs and expenses and fees and charges paid and incurred by the Developer and other expenses incurred by the Developer in getting the said plan prepared and sanctioned.
- 12. That it is agreed that, the Owners shall also from time to time sign all other documents and execute, register the same at the cost and expenses of the Developer and shall also sign, applications as may be necessary from time to time for the purpose of getting the building plan sanctioned and for the development of the said premises and construction of the new G + III / IV Storeyed Building on the land of the schedule mentioned premises. The new G + III / IV Storeyed Building shall be completed within 18 (Eighteen) months from the date of commencement of work as per the sanctioned Building Plan.



- 13. That it is clearly agreed and understood by and between the parties herein, that the Owners will not be liable to bear and to pay the cost of construction of the Owners' Allocation and other common benefits and facilities, it will be borne by the Developer herein. 'The Owners' Allocation' has been determined as consideration against the cost of their landed property as well as the proportionate share against Developer's Allocation.
- 14. That the Developer herein, shall be entitled to appoint an Engineer/Architect, Licensed Building Surveyor, Overseers and/or their Supervisors, Agents, Building Contractors, Labour Contractors and/or other person/s, men as may be decided and selected by the Developer from time to time commencing, carrying on with the con-struction and for the purpose of completion of the new G +III/IV Storeyed Building as per the sanctioned plan at the Schedule mentioned premises.
- That immediately upon execution of this Development Agreement and after sanction of the building plan, the Owners shall make over the khas vacant and peaceful possession of the said premises to the said Developer without any objection or any further delay. The Developer will be entitled to keep, maintain and retain physical khas possession of the same, till completion of the construction of the G +III/ IV storeyed Building, entire premises and upto delivery, sale and/or transfer of the flats and/or constructed portions duly completed under the Developer's Allocation and / or under the Owners' Allocation. During the pendency of the Development Agreement, the Owners shall not be entitled to revoke rights of khas possession to be held by the Developer until and unless the new G + III/ IV Storeyed Building is not completely finished strictly within the stipulated time period as mutually agreed by and between the parties herein. However, the Developer shall prepare and develop the said land and premises for necessary construction at his own cost and expenses and the Developer will be entitled to commence construction on the same as per the sanctioned Building Plan.



- shall be entitled to construct and complete the building on the land of the said premises and retain, enjoy and deal with and transfer the Developer's Allocation TOGETHER WITH undivided share in the land of the said premises attributable to the said Developer's Allocation without any interruption, objection, disputes, interference, hindrance of the said Owners and that the appointment of the said Developer as untiland unless the new G +III/ IV Storeyed Building is not completely finished strictly within the stipulated time period as mutually agreed by and between the parties herein. However, the Developer shall prepare and develop the said land and premises for necessary construction at his own cost and expenses and the Developer will be entitled to start construction on the same as per the sanctioned Building Plan.
  - 17. That for the purpose of ascertaining the undivided share in the land attributable to the Developer's Allocation, the total Super Built Up Area of the entire flats and of the total area of land shall be duly measured and ascertained by Architects / Engineer in charge of construction of the said building and his decision in the behalf shall be final and binding.
  - That the said Owners do hereby grant unto and authorise the Developer with exclusive right and power to build upon and exploit of the said land of the said premises and to construct on the land of the said premises, building of such height and lawful nature thereof as shall be decided by the said Developer and will be permitted to be constructed under the building plan to be got sanctioned by the said Developer in terms of the Agreement. It is agreed that, the Developer shall be solely responsible for such construction of the building according to the said building Rule and in compliance with all law, rules and provisions and in strict conformity with the details drawings specifications proposals and features contained in the said plan to be sanctioned, and all necessary cost and expenses in relation thereto till completion of the building, sale and / or transfer / hand over of the flats to the intending Buyers. The said Developer shall always keep the said Owners indemnified against all claims and processes and responsibilities arising out of any deviation in constructing the said building by the said Developer and the Developer shall always ...P/18. remain responsible for all third party claims.



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- 19. That the Owners agree and convenants not to interfere with the possession of the Developer and also with that act and work of the said building and the Owners shall not in any manner object, restrict, obstruct, hinder or impede the said work of construction in the said building by the said Developer.
- 20. That the Developer shall unless hindered or impeded or obstructed by circumstance beyond control or any abnormal situation, will complete the construction of the said building on the land of the said premises within 18 months from the date of commencement of the construction of the work after sanction of the building plan including 6 (six) months time period for the purpose of FORCE MAJEURE and shall deliver the possession of the Owner's Allocation to the Owners within the said period in good and habitable condition.
- 21. That from the date of receiving khas vacant possession of the said property until making over the vacant khas possession of Owners' Allocation to the said Owners herein, all municipal Rates and taxes of the said property shall be borne and paid by the Developer and it is agreed that, the Owners shall not be liable for the same. It is however, agreed and expressly understood that all arrears of Municipal Rates and Taxes and other outgoings of the said property upto the date of making possession to the Owners and execution of this Agreement to the Developer shall be borne and paid by the said Developer exclusively.
- 22. That it is agreed that, the Owners and the Developer shall duly comply with all requirements and other formalities of obtaining sanction of the Building Plan and the Owners shall always sign, execute all documents, plans, affidavits and undertakings, declaration, that will be required to be filed with the K.M.C. from time to time in connection with the sanction of the said building plan. The Developer shall also as Constituted Attorney on behalf of the Owners, by virtue of a registered Power of Attorney, be entitled to do, sign, execute and/or to deliver all documents, plans, affidavits, undertakings in the name of the Owners.

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- 23. That the Developer shall be entitled to get the said plan modified from time to time according to his discretion and the copy of the plan to be supplied to the Owners before modification and in doing so the rights of the Owners in respect of Owners' Allocation to be given shall not in any manner be affected AND the Developer shall be bound always to complete the construction of the said Owners' Allocation in all respects and make over khas possession of the same to the Owners before delivery of any flat / apartment / space to any other person or persons.
- 24. That it is agreed that, in calculating the proportion of Super Built-Up Area of the Owners' and Developer's Allocation and area of the roof, open side, front, rear spaces on the ground floor and other compulsorily left over spaces shall be taken into account and calculation and all common facility of the building and common space are common with the Owner and the Developer.
- 25. That the Owners and the Developer shall comply with all other requirements of the Municipal Authorities and / or other authorities having jurisdiction in the matterrelating to the constructions of the said building at the land of the said premises and will abide by the direction or directions of the Municipal Authorities and other Authority having jurisdiction in the matter.
- 26. That it is agreed that, the land of the said premises shall always from dated hereof be indivisible and impartable and neither the Owners nor the Developer nor their respective transferees shall be entitled to claim any partition, sub-division or any separation of the land of the said premises and it is agreed that, the said land shall be held jointly undivided but in proportionate share.
- 27. That the Owners agree to defend the title of the said premises and also defend the possession and rights of the Developer or constructing the said building and envisaged in the Agreement.

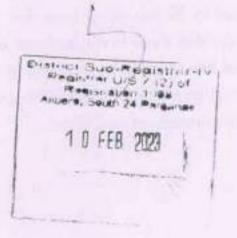


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- 28. That the Developer shall be entitled at it's own costs and charges and expenses to carry out all and every items of work from development of the said premises including laying drains, cables, water pipes and other connections and electricity connection in terms of the said plan to be sanctioned and / or other terms and conditions that may be imposed by The Kolkata Municipal Corporation and the Owners agree to always assist and co-operate with the Developer as will be required and necessary from time to time to carry out in the said development work and make construction of the said building as per said sanctioned plan.
- 29. That the Developer shall be entitled to use the entire available F.A.R. in respect of the said premises and get the plan prepared and sanctioned using the entire F.A.R.
- That the Developer shall be at liberty to sell and / or allot the Developer's 30. Allocation and the areas thereof in the allocation of the said Developer and to enter into Agreement For Sale and transfer hereof or in it's discretion to enter into agreement for the sale of the said Developer's Allocation to the intending Purchasers to acquire the said flat/s and to receive construction costs/ part / full consideration from them from time to time. The Developer shall also be entitled to enter into Agreement For Sale of undivided share of land of the said property in favour of the Purchaser of the flats and / or persons intending to acquire the flats and have the same constructed by the said Developer save and except the proportionate right of the Owners. The Owners agree that, they will join the said Agreement respectively for the sale of undivided share in land and / or also for either sale of the said constructed flat and / or for constructing the flats on behalf of the respective intending persons as may be required by the Developer from time to time and the Owners will agree to transfer theundivided share in the land and to confirm and transfer the undivided share in the and and to confirm and transfer of the constructed area and / or making of construction of the flats on behalf of the Purchasers or intending persons after getting the allotment of the Owners.





- 31. That it is agreed that, the entire consideration amount on sale of the said undivided share in land and also the price of the constructed flats and / or the costs of constructions of the said flats of the Developer's Allocation shall be received exclusively by the Developer as aforesaid without any right claim or dispute or objection of the said Owners.
- 32. That the Developer shall always have a paramount claim security or charge on the land of the said property in respect of the costs of construction and other expenses that shall be borne and paid and incurred by the Developer till the completion of the construction and sale and transfer of Developer's Allocation and of undivided share of land of the Developer's Allocation in favour of the Developer or it's nominees and / or appointees in terms of the said Agreement.
- 33. That it is mutually settled by and between the parties that, the Developer shall complete the construction of the proposed G + III / IV Storeyed Building within 18 (Eighteen) months excluding 6 (Six) months (FORCE MAJEURE) from the date of commencement of construction of the Building Plan.
- 34. That the Owners have assured that, there is no notice of requisition or acquisition from the Government or from any other statutory authorities served on the said Owners and / or their predecessor-in-title at her of execution of agreement and that, the Owners are fully entitled to deal with the said property as it's absolute owner and to enter into this agreement with the Developer without any restriction restraint or objection from any body.
- 35. That the Developer shall provide the necessary rent amounting @ Rs. 18,000.00/-(Rupees Eighteen Thousand) only per month for the Two rented accommodations to Sri Goutam Das and Sri Mintu Das, the said joint Owners, during the period of construction of the said G+III/IV storeyed building till to the date of delivery of the Owners' Allotted Flats at the land of the said premises.





- 36. That after completion of construction of the building, the Developer shall give written notice to the Owners intimating the Owners to take possession of the Owners' Allocation in the building within 30 days from the date of completion of the building and the Developer shall be entitled to hold and keep the management of the said building at the costs of the respective flat holders persons entitled to other places and portions of the said building and to receive proportionate contribution of maintenance charges, taxes, replacement expenses, repair expenses and costs of installations repairs maintenance etc., as are paid by the Flat Holders of the building containing self-contained residential apartments.
- 37. That both the parties herein, have mutually agreed that, the name of the proposed G + III / IV Storeyed Building will be " in the Schedule 'A' mentioned Premises.
- 38. That during the construction and completion of the building if any problem corps up, that, will be sorted out immediately and both the parties herein, shall settle the matter / problem by discussion for the purpose of securing their best interest and benefit.
- 39. That it is also mutually settled that, in case of serious dis-agreement by and between the parties herein, that, matter will be referred to the common Arbitrator as mutually agreed upon and the decision of that Arbitrator will be binding upon both the parties herein.
- 40. That after completion of the building, any extra work / construction demanded by the Owners herein, (other than mentioned in the work schedule) will be borne by the Owners herein, for such extra work or construction in their allocation.



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# SCHEDULE - 'A' ABOVE REFERRED TO (ENTIRE PREMISES)

ALL THAT piece and parcel of a plot of Bastu land, measuring about 5(Five) Cottah 4(Four) Chittacks 00 Sq.Ft. more or less, along with old and dilapidated Single storeyed Building, measuring about 700 Sq.Ft. more or less, with net cement flooring, lying and/or situated in Mouza- Santoshpur, Pargana- Khaspur, J.L. No.22, R.S. No.8, Touzi No. 151, comprised in C.S. Dag No.369(P), appertaining to E/P No.101and 101A, S.P. No. 142 and 142/1, under P.S. Purba Jadavpur now under Survey Park, at Municipal Premises No.119, K.K. Mazumdar Road (Postal Address being 101, K.K. Majumder Road), P.O. Santoshpur, Kolkata-700 075, under P.S. Purba Jadavpur now Survey Park, at present within the limits of The Kolkata Municipal Corporation, Ward No. 104, Br. XI, under Assessee No. 31-104-27-0119-5, in the District of South 24 Parganas, within the jurisdiction of Sub-registry office at A.D.S.R, Sealdah, Dictrict Registry office at D.S.R.-V, Alipore, South 24-Parganas and butted and bounded as follows:-

ON THE NORTH : BY E.P. NO. 100 / PREMISES NO. 120,

K.K.MAJUMDER ROAD.

ON THE SOUTH : BY PREMISES NO. 118, K.K.MAJUMDER

ROAD.

ON THE EAST : BY 20 FT. WIDE K.M.C. ROAD.

ON THE WEST : BY E.P. NO. 101A 7 COMMON PASSAGE.



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## SCHEDULE - 'B' ABOVE REFERRED TO OWNERS' ALLOCATION

A) Among the joint Owners, Sri Goutam Das shall be entitled to One 2(Two) BHK Flat, being No. 1C, measuring about 724 Sq.Ft. Built-Up Area or equivalent to 905 Sq.Ft. more or less Super Built-up Area, consisting 2(Two) Bedrooms, 1(One) Dining cum Kitchen, 1(One)Toilet, 1(One) W.C., 1(One) Verandah on the First Floor on the North -Eastern side, of the Building and One 2(Two) BHK Flat, being No. 1A, measuring about 822 Sq.Ft. more or less Built-Up Area or equivalent to 1027 Sq.Ft. more or less, Super Built-up Area, consisting 2(Two) Bedrooms, 1 Living, 1 Kitchen cum Dining, 1 Toilet and 1 W.C., 1(One) Verandah on the First Floor on the South - North-Western side of the Building and a Car Parking Space, measuring about 170 Sq.Ft. more or less on the back side of the Ground Floor and Smt. Mamata Das and Sri Mintu Das shall be entitled to One 2(Two) BHK Flat, being No.1B, measuring about 625 Sq. Ft. more or less, Built-Up Area or equivalent to 781 Sq.Ft. more or less Super Built-up Area, consisting 2(Two) Bedrooms, 1(One) Dining cum open Kitchen, 1(One) Toilet, 1(One) W.C., 1(One) Verandah on the First Floor on the South -Eastern side, of the Building and One 2(Two) BHK Flat, being No. 3A, measuring about 822 Sq.Ft. more or less Built-Up Area or equivalent to 1027 Sq.Ft. more or less, Super Built-up Area, consists of 2(Two) Bedrooms, 1 Living , 1 Kitchen cum Dining, 1 Toilet and 1 W.C., 1(One) Verandah on the Third Floor on the South - North-Western side of the Building and 2 (Two) Shop Rooms measuring about 88 Sq.Ft. more or less Built-Up Area and 87 Sq.Ft. more or less, Built-up Area, on the Eastern Side on the Road side along with one Godown, measuring about 135 Sq.Ft. more or less, behind the Shop Rooms in the Ground Floor of the G + III/ IV storied Building apart from monetary payments against their respective allocations.

B) Apart from the floor allocation, among the Joint Owners, shall be entitled to a sum of Rs.45,00,000.00/-(Rupees Forty Five Lakh) only as Non-refundable/ Forfeited Amount, payable in 2(two) installments, i)First Installment of Rs.25,00,000.00/-(Rupees Twenty Five Lakh) only at the time of execution of this Development Agreement and the balance amount of Rs.20,00,000.00/-(Rupees Twenty Lakh) only as Second Installment payable after Three months from the date of sanction of the Building Plan. ....P/25.



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## SCHEDULE - 'C' ABOVE REFERRED TO DEVELOPER'S ALLOCATION

ALL THAT piece and parcel of the balance area of the sanctioned F.A.R. comprised of the balance Self contained Flats on the Second on the Third Floor and on the Fourth Floor (if any) and all balance Covered Car Parking / commercial Spaces in the Ground Floor of the G + III / IV storeyed Building will be vested on the Developer herein as the Developer's Allocation without any objection and /or Claim of the joint Owners herein subject to payment of the Owners' Allocation (both physically and financially) in the proposed G + III / IV storeyed Building in the aforesaid Premises, save and except the Owners' Allocation, as morefully and particularly mentioned in the Schedule -B herein above.

## SCHEDULE - 'D' ABOVE REFERRED TO (PARTICULARS OF COMMON AREAS AND FACILITIES)

- Stair case on all floors.
- Stair case landing and mid landings from all floors.
- Common passage from Public Road, entrance gate up to the stair case on the Ground Floor and lobby / path way up to the entrance of the Schedule Appt.
- Common passage and lobby on ground floor.
- Water Pump with motor, underground and overhead water reservoir, water pipes and other common plumbing installation.
- All open spaces in the front side and the side spaces surrounding the multistoreyed building.
- All electrical fittings, electrical wiring, common electrical meter, common
  electrical meter board and other necessary electrical installations meant for
  common use for the flat/unit holders. ....P/26.



- 8. Drainage and sewers including man-hole, junction pits etc.
- Boundary walls and main gate and/or side gates if any.
- Lift, Lift Well, Lift Vehicle and necessary Fittings and fixtures for the installation of Lift and facilities
- 11. Common Roof and Parapet Wall on four sides.
- 12. Such other common parts, areas, equipments and installations fixtures, fittings and spaces in or about the said building as are necessary for passage to other user and occupier of the Unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.

## THE SCHEDULE - 'E' ABOVE REFERRED TO TECHNICAL SPECIFICATION OF THE UNITS/ BUILDING

Structure : The building shall have R.C.C. framed structure of

Escalated spread footing.

Foundation Bedding : P.C.C. (1:3:5) on 3" thick B.F.S.

Brick wall : All exterior brick work shall be 8" thick with bricks

of approved quality of C.M. (1:5).

Floor Bedding : P.C.C. (1:3:5) floor bedding 4" thick (average) over

3" thick soling in Ground Floor.

### Floor finish, Skirting etc.

Marble Flooring to all rooms and 2100mm glazed tiles to bath and 3' height glazed tiles above cooking platform and Stainless steel sink.

Plaster : That the outside of the Building will have sand,

cement plaster (1:5), 3/4" thick (average) whereas the inside and the ceiling plaster will be 6 mm thick

(average) in (1:4).

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## Doors & Windows

- Main Entrance Door
- Wooden panel door polished on both sides. a)
- Sal wooden door frame. b)
- Stainlesssteel tower bolt from inside. c)
- Electrical bell point. d)
- Night Latch. e)

#### Other Doors 2.

- Commercial flush door painted both sides. a)
- Sal wooden door frame. b)
- Stainless steel tower bolt from inside. c)
- P.V.C. doors in Toilet and W.C. d)

#### Windows

Anodised Alluminium Channel with Glass with M.S. grill as per the approved design of the architect and painted with primer.

## Paints & Colourwash

The Building shall be painted externally with Weathercoat paint. The inside of the each flat shall be finished with plaster of paris on the plastered surface.

### Toilet & Kitchen

## Toilet & W.C.

One European/Indian type white commode and plastic cistern. One Wash basin and one shower point and two bib cocks.

One European/Indian type white commode with plastic cistern and two bib cocks.

#### Kitchen 2.

One Stainless steel sink in kitchen, one tap. Black stone Top with Granite Stone Platform in the kitchen.



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Stairs and Stair-cases

- The stairs and stair cases shall be finished with marble stone with skirting. Stair-case room will be provided with steel window for light and ventilation as per design.
- Open Board for electric meter.

Roof

- Concrete roof will be treated with sand, cement morter and will be finished with Mosaic.
- 3' ft. height parapet wall will be provided all around the roof.

Electrical Installation:

- a) Each Bed Room : 2 light points, 1 fan point 5 Amp., 2 plug points -
  - 5 Amp., One A.C. point.
- b) Living/Dinning

2 light points, 1 fan point - 5 Amp., 2 plug points -

Room

5 Amp.

c) Kitchen

I light point, I exhaust fan/chimney point-5/15 Amp.,

2 plug points - 15 Amp. (One for micro oven and

another for acqua guard).

d) W.C.

I light point, I exhaust fan point.

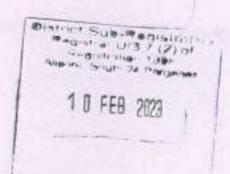
e) Toilet

l light point, l exhaust fan point - 5 Amp.,

2 plug points - 15 Amp., One Geyser point.

<sup>\*\*</sup> All wiring will be as per existing C.E.S.C./W.B.S.I.D.C.L. Regulations





### Water Supply:

One overhead reservoir will be provided on the top of the last roof as per design. The suitable electrical pump with motor will be installed at Ground Floor to deliver water to overhead reservoir from the underground water reservoir.

#### Compound:

Standard height compound wall to be made existing road level. M.S. Grill Gate as per approved design of the Architect and will be painted both sides. All the above technical specifications are subject to being approved by K.M.C. Authority and with necessary modification/alteration if any.

NOTE: Any extra work other than the Work Schedule (without any deviation of the Sanctioned Building Plan) required by the Owners herein, shall be done at their own costs and expenses.

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IN WITNESS WHEREOF, all the parties herein, hereby agreed, understood and have set and subscribed their hands and signatures on the day, month and year first above written.

SIGNED AND DELIVERED

In presence of:

1. Qu'a Bhells Charter Olépare porrèce coust 1601-23

2. Ratan Ghosh 150 Biddon Wagar Road Kol-39. Mormate Isl

2. Fortam Das.

3. Mintu Das

SIGNATURE OF THE OWNERS/ FIRST PART

SIGNED, SEALED AND DELIVERED

In presence of :

WITNESSES:

2. Latan Ghoth.

L.D. ENTERPRISE Parmer

M.D.D. ENTERPRISE

Partner

M.D.D. ENTERPRISE

Sulturnent Dr Partner

SIGNATURE OF THE DEVELOPER

Drafted and prepared by me:

Arethon & Engs Ling pl

High Court, Calcutta.

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District Sub-Registry Co.
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## Govt. of West Bengal Directorate of Registration & Stamp Revenue GRIPS eChallan





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GRN: GRN Date:

BRN:

GRIPS Payment ID:

Payment Status:

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02/02/2023 11:35:12 114303022023SST87415

020220232027736311 Successful

Payment Mode:

Bank/Gateway: BRN Date:

Payment Init. Date: Payment Ref. No:

Counter Payment

AXIS Bank

03/02/2023 00:00:00

02/02/2023 11:35:12

2000270754/2/2023

[Query No/\*/Query Year]

#### Depositor Details

Depositor's Name:

Mr CHANDAN MANNA

Addressi

3 RABINDRA NATH TAGORE ROAD KOL-75

Mobile:

9331042308 Period From (dd/mm/yyyy): 02/02/2023

Period To (dd/mm/yyyy):

02/02/2023

Payment Ref ID:

2000270754/2/2023

Dept Ref ID/DRN:

2000270754/2/2023

#### Payment Details

SI, No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000270754/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	20021
2	2000270754/2/2023	Property Registration-Registration Fees	0030-03-104-001-16	45021
			Total	65042

SIXTY FIVE THOUSAND FORTY TWO ONLY. IN WORDS:

#### Major Information of the Deed

Deed No :	1-1604-01546/2023	Date of Registration 10/02/2023	
Query No / Year	1604-2000270754/2023	Office where deed is registered	
Query Date	01/02/2023 4:58:24 PM	D.S.R IV SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	ATANU BHATTACHARJEE ALIPORE, Thana: Alipore, District 9830049793, Status: Solicitor firm	it : South 24-Parganas, WEST BENGAL, Mobile No. :	
Transaction	PERSONAL PROPERTY OF THE PERSON NAMED IN	Additional Transaction	
The state of the s	Agreement or Construction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 45,00,000/-]	
Set Forth value		Market Value	
Rs. 2/-		Rs. 1,47,32,349/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 20,121/- (Article:48(g))		Rs. 45,053/- (Article:E, E, B, M(b), H)	
Remarks	Received Rs. 50/- ( FIFTY only area)	) from the applicant for issuing the assement slip (Urban	

#### Land Details :

District: South 24-Parganas, P.S.- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: K. K. Majumder Road, , Premises No. 119, , Ward No. 104 Pin Code : 700075

Sch	Plot Number	Khatian	Land	Use	Area of Land		Market Value (In Rs.)	Other Details
	(RS:-)		Bastu		5 Katha 4 Chatak		1. T #1. L T. M. S. S. P. W. S. L L S. L.	Width of Approach Road: 20 Ft.,
	Grand	Total:			8.6625Dec	1/-	140,57,349 /-	

#### Structure Details :

5ch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(In Rs.)	
51	On Land L1	1000 Sq Ft.	1/-	6,75,000/-	Structure Type: Structure

Gr. Floor, Area of floor: 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Puccs, Extent of Completion: Complete

Floor No. 1, Area of floor: 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type; Pucca, Extent of Completion: Complete

Total: 1000 sq ft 1/- 6,75,000 /-	The second secon				
	Total:	1000 sq ft	1 /-	6,75,000 /-	

#### and Lord Details :

#### Name, Address, Photo, Finger print and Signature No Photo Finger Print Signature Name Mrs MAMATA DAS Daughter of Late Monnet the SUKUMAR DAS Executed by: Self, Date of Execution: 10/02/2023 . Admitted by: Self, Date of Admission: 10/02/2023 ,Place : Office 10/03/2023

101 K K MAZUMDER, City:- Not Specified, P.O:- SANTOSHPUR, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BCxxxxxx5E, Aadhaar No: 38xxxxxxxxx5826, Status :Individual, Executed by: Self, Date of Execution: 10/02/2023

Admitted by: Self, Date of Admission: 10/02/2023 ,Place: Office

2	Name	Photo	Einger Print	Signature
	Mr GOUTAM DAS Son of Late SUKUMAR DAS Executed by: Self, Date of Execution: 10/02/2023 , Admitted by: Self, Date of Admission: 10/02/2023 ,Place : Office			Sindo Das
-	: Office	10822023	1.77 18/02/0923	10/12/2593

101 K.K. MAZUMDER, City:- Not Specified, P.O:- SANTOSHPUR, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ALxxxxxx7L, Aadhaar No: 46xxxxxxxx0317, Status :Individual, Executed by: Self, Date of Execution: 10/02/2023

Admitted by: Self, Date of Admission: 10/02/2023 ,Place: Office

3	Name	Photo	Finger Print	Digitature meaning
	Mr MINTU DAS Son of Late SUKUMAR DAS Executed by: Self, Date of Execution: 10/02/2023 , Admitted by: Self, Date of Admission: 10/02/2023 ,Place			Munter Das
	: Office	10/02/2023	L76 16/60/2023	10(9)(92)

City:- Not Specified, P.O:- SANTOSHPUR, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN: - 700075 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: CEXXXXXXON, Aadhaar No: 31xxxxxxxxx9785, Status :Individual, Executed by: Self, Date of

Execution: 10/02/2023

, Admitted by: Self, Date of Admission: 10/02/2023 ,Place : Office

#### veloper Details:

No

Name, Address Photo, Finger print and Signature

M D D ENTERPRISE

46A, KALI KUMAR MAJUMDER ROAD, City:- Not Specified, P.O.- SANTOSHPUR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PtN:- 700075 , PAN No.:: AAxxxxxx4L Aadhaar No Not Provided by UIDAL Status: Organization, Executed by: Representative

#### Representative Details: Name, Address, Photo, Finger print and Signature 55 No Signature Finger Print Photo Name Mr CHANDAN MANNA (Presentant) Son of Late DHIRENDRA NATH MANNA Date of Execution -10/02/2023, , Admitted by: Self, Date of Admission: 10/02/2023, Place of Admission of Execution: Office 10/10/2003 LTI 10/00/2023 Feb 10 2021 1:48PM 3, RABINDRA NATH TAGORE ROAD, City:- Not Specified, P.O:- SANTOSHPUR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of, India, , PAN No.:: Alxxxxxxx8E, Aadhaar No; 78xxxxxxxx7855 Status : Representative, Representative of : M D D ENTERPRISE (as PARTNERS) Signature Finger Print Photo Name Mr CHANDAN DAS Son of Late GOP! NATH DAS Date of Execution -10/02/2023, , Admitted by: Self, Date of Admission: 10/02/2023, Place of Admission of Execution: Office 16/02/2023 Feb 19 2023 1:49PM 10/02/2023 13A, KABI SUKANTA SECOND LANE, City:- Not Specified, P.O.- SANTOSHPUR, P.S:-Purba Jadabpur, District;-South 24-Parganas, West Bengal, India, PIN:- 700075, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx8C, Aadhaar No: 47xxxxxxxx3260 Status : Representative, Representative of : M D D ENTERPRISE (as PARTNERS) Signature Finger Print Photo Name Mr SUKUMAR DAS Son of Late ATUL CHANDRA DAS Date of Execution -10/02/2023, . Admitted by: Self, Date of Admission: 10/02/2023, Place of Admission of Execution: Office Feb 10 1023 1:50PM 14A/1,KABI SUKANTA SECOND LANE, City:- Not Specified, P.O:- SANTOSHPUR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075, Sex: Male, By Caste: Hindu,

Representative, Representative of : M D D ENTERPRISE (as PARTNERS)

Occupation: Business, Citizen of, India, , PAN No.:: ADxxxxxxx8C, Aadhaar No: 30xxxxxxxx3913 Status :

#### entifier Details :

ame	Photo	Finger Print	Signature
ARDHENDU BIKAS SENGUPTA Son of Late DIBYENDU BIKASH SENGUPTA HIGH COURT CALCUTTA, City:- Kolkata, P.O G P O. P.SHare Street, District.	THE REST LESS		All lines
Colkata, West Bangal, India, PIN:- 700001	10/02/2023	10/02/2023	10/02/2023

Identifier Of Mrs MAMATA DAS, Mr GOUTAM DAS, Mr MINTU DAS, Mr CHANDAN MANNA, Mr CHANDAN DAS, Mr SUKUMAR DAS

The second	er of property for L1 From	To, with area (Name-Area)
51,140	Mrs MAMATA DAS	M D D ENTERPRISE-2.8875 Dec
2	Mr GOUTAM DAS	M D D ENTERPRISE-2.8875 Dec
	Mr MINTU DAS	M D D ENTERPRISE-2.8875 Dec
	fer of property for S1	
_	From	To, with area (Name-Area)
1	Mrs MAMATA DAS	M D D ENTERPRISE-333.3333300 Sq Ft
2	Mr GOUTAM DAS	M D D ENTERPRISE-333.3333300 Sq Ft
3	Mr MINTU DAS	M D D ENTERPRISE-333.33333300 Sq Ft

### Endorsement For Deed Number: I - 160401546 / 2023

#### On 10-02-2023

## 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 13:44 hrs. on 10-02-2023, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Mr CHANDAN MANNA .

#### Certificate of Market Value(WB PUVI rules of 2001)

Conflict that the market value of this property which is the subject matter of the deed has been assessed at Rs 1 47 37 349/-

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

Execution is admitted on 10/02/2023 by 1. Mrs MAMATA DAS, Daughter of Late SUKUMAR DAS, 101 K K MAZUMDER, P.O: SANTOSHPUR, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession House wife, 2. Mr GOUTAM DAS, Son of Late SUKUMAR DAS, 101 K.K. MAZUMDER, P.O. SANTOSHPUR, Thana: Kasba, . South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Business, 3. Mr MINTU DAS. Son of Late SUKUMAR DAS, P.O. SANTOSHPUR, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Business

Indetified by Mr ARDHENDU BIKAS SENGUPTA, , , Son of Late DIBYENDU BIKASH SENGUPTA, HIGH COURT CALCUTTA, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 10-02-2023 by Mr CHANDAN MANNA, PARTNERS, M D D ENTERPRISE (Partnership Firm), 46A, KALI KUMAR MAJUMDER ROAD, City:- Not Specified, P.O:- SANTOSHPUR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:-700075

Indetified by Mr ARDHENDU BIKAS SENGUPTA, , , Son of Late DIBYENDU BIKASH SENGUPTA, HIGH COURT CALCUTTA, P.O. G.P.O. Thans: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 10-02-2023 by Mr CHANDAN DAS, PARTNERS, M D D ENTERPRISE (Partnership Firm), 46A, KALI KUMAR MAJUMDER ROAD, City:- Not Specified, P.O.- SANTOSHPUR, P.S.-Purba Jadabpur, District-South 24-Parganas, West Bengal, India, PIN:- 700075

Indetified by Mr ARDHENDU BIKAS SENGUPTA, , , Son of Late DIBYENDU BIKASH SENGUPTA, HIGH COURT CALCUTTA, P.O. G.P.O., Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 10-02-2023 by Mr SUKUMAR DAS, PARTNERS, M D D ENTERPRISE (Partnership Firm), 46A, KALI KUMAR MAJUMDER ROAD, City:- Not Specified, P.O:- SANTOSHPUR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN: 700075

Indetified by Mr ARDHENDU BIKAS SENGUPTA, , , Son of Late DIBYENDU BIKASH SENGUPTA, HIGH COURT CALCUTTA, P.O. G.P.O., Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 45,053.00/- ( B = Rs 45,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 45,021/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/02/2023 12:00AM with Govt, Ref. No: 192022230277363132 on 02-02-2023, Amount Rs: 45,021/-, Bank: AXIS Bank ( UTIB00000005), Ref. No. 114303022023SST87415497 on 03-02-2023, Head of Account 0030-03-104-001-16

00.00/-, by online Description of State 1. Stamp: Type SAMAJPA Describer

sertified that requires Samp Duty paid by Stamp Rs

== 554 Amount: Rs.100.00/-, Date of Purchase: 06/02/2023, Vendor name: A K

Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Description of Value On 114303022023SST87415497 on 03-02-2023, Amount RS. 20,0217-

Anupam Halder DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2023, Page from 44625 to 44669
being No 160401546 for the year 2023.



Digitally signed by ANUPAM HALDER Date: 2023.02.10 17:02:48 +05:30 Reason: Digital Signing of Deed.

(Hen).

(Anupam Halder) 2023/02/10 05:02:48 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)