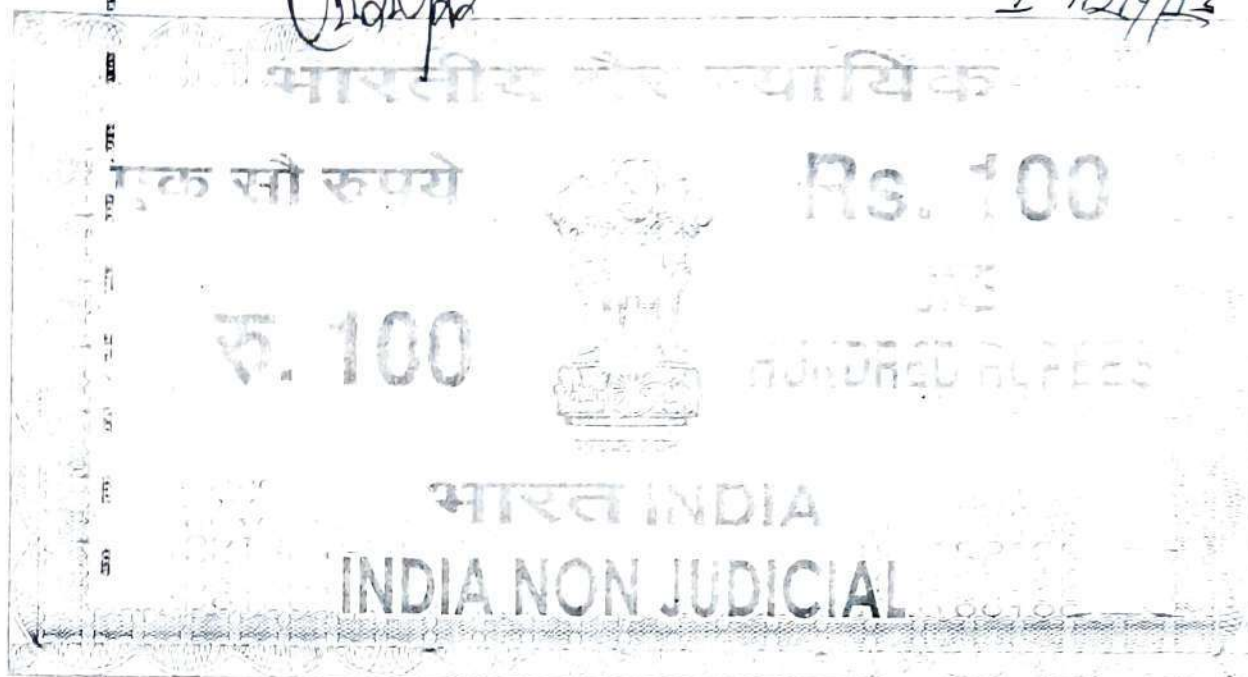


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Certified that the document is admitted the Registration. The signature sheets and the endroement sheets attached with the document are the part of this document.



## DEVELOPMENT AGREEMENT

THIS AGREEMENT made on this 11 th day of September, 2023 A.D.

BETWEEN

.....P/2.

1) **SRI SANKAR DAS** (PAN : **ADSPD 8749 A**, **AADHAAR NO.6743 3457 1811**), son of Late Sudhangsu Das, by religion - Hindu, by occupation - Business, Indian Citizen, residing at 61, P. Majumder Road, Post Office - Haltu, Police Station - Kasba, now Garfa, Kolkata - 700078, District South 24-Parganas, (2) **SRI PRADIP KUMAR DAS** (PAN : **AFHPD 0924 L**, **AADHAAR NO.9578 7816 3740**), son of Late Sridam Chandra Das, by religion - Hindu, by occupation - Service, Indian Citizen, residing at 63/1, P. Majumder Road, Post Office - Haltu, Police Station - Kasba, now Garfa, Kolkata - 700078, District- South 24-Parganas and (3) **SRI SAMIR KUMAR DAS** alias **SAMIR DAS** (PAN : **BYWPD 7393 G**, **AADHAAR NO.4042 8934 8837**), son of Late Sridam Chandra Das, by religion - Hindu, by occupation - Service, Indian Citizen, residing at 63/1, P. Majumder Road, Post Office - Haltu, Police Station - Kasba, now Garfa, Kolkata - 700078, District South 24-Parganas, herein-after jointly and collectively called and referred to as the '**OWNERS**' (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 **FIRST PART**.

### **A N D**

**M/S RAHUL ENTERPRISE**, a soleProprietorship business, having its registered office at 61, P. Majumder Road, P.O. Haltu, P.S. Kasba now Garfa, Kolkata - 700 078, represented by it's Sole Proprietor, **SRI RAHUL DAS**, having **PAN -GPNPD 852 N**, having **Aadhaar Card No. 3806 4280 7787**, son of Sri Sankar Das, by faith - Hindu, Indian Citizen, by occupation - Business, residing at 61, P. Majumder Road P.O. Haltu, P.S. Kasba now Garfa, Kolkata - 700 078, 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 legal heirs, Successors, representatives, administrators and assigns) of the **OTHER PART**.



**WHEREAS** One Sri Pradip Kumar Das and Sri Samir Kumar Das, one of the parties of the First Part herein have purchased a plot of Bastu land, measuring more or less 04 Cottah 00 Chittak 00 sq.ft. be the same a little more or less, lying and / or situated in Mouza - Kasba, Pargana- Kalikata, J.L. No.13, Touzi No.145, R.S. No.233, comprised in R.S. Dag No.4087 appertaining to R.S. Khatian No.136, corresponding to L.R. Khatian Nos.3395 & 3399, at present within the limits of the Kolkata Municipal Corporation, Ward No. 106, Br. No. XII, under P.S. Kasba, now Garfa, from the then lawful joint Owners, namely, Smt. Jayasree Benegal, Sri Malay Chowdhury, Sri Sujoy Chowdhury and Smt. Anindita Kumar, all legal heirs/ sons and married daughters of Smt. Rani Chowdhury (since deceased) and Sri Sukumar Chowdhury (since deceased) against valuable consideration and by virtue of a registered Deed of Conveyance ( in Bengali Saaf Kobala), duly executed on 30.06.2003, registered in the office of the D.S.R.-III Alipore and recorded in Book-I, Volume No. 19, Pages from 6429 to 6441, being No. 06373, for the Year 2003.

**AND WHEREAS** by virtue of the aforesaid Deed of Conveyance the said Sri Pradip Kumar Das and Sri Samir Kumar Das herein jointly have become the joint owners plot of land area measuring more or less 04 Cottahs 00 Chittaks 00 sq.ft. be the same a little more or less, lying and / or situated in Mouza- Kasba, Pargana- Kalikata, J.L. No.13, Touzi No.145, R.S. No.233, comprised in R.S. Dag No.4087 appertaining to R.S. Khatian No.136, corresponding to L.R. Khatian Nos.3395 & 3399, at present within the limits of the Kolkata Municipal Corporation, Ward No. 106, Br. No. XII, under P.S. Kasba, now Garfa and the Party of the First part jointly have recorded their names in the records of the Kolkata Municipal Corporation and got K.M.C. Premises mutated as **Municipal Premises No. 38, P. Mazumdar Road, P.O. Haltu, P.S. Kasba now Garfa, Kolkata-700 078, bearing Assessee No.31-106-18-0038-8 within Ward No.106, Br. No. XII** and constructed a RTS, measuring about 1000 Sq.Ft. more or less and are in peaceful possession of the aforesaid plot of land as lawful joint owners thus seized and possessed the said property described in the schedule below.

**AND WHEREAS** while in peaceful possession and enjoyment the said property peacefully by residing therein, the aforesaid joint Owners, namely, Sri Pradip Kumar Das and Sri Samir Kumar Das have paid all land revenues upto date and also recorded their name in the records of the B.L. & L.R.O. by complying all the necessary and required formalities thereof and Vide Mutation Certificates, Vide Memo No. 18/mut/1605/BLTRO/Kol, dated 04.09.2020 and Vide Memo No. 18/mut/1603/BLTRO/Kol, dated 04.09.2020 accordingly, their name was published in their respective L. R. Records of Right and accordingly, they have become the Rayats in the records of the Collectorate of South 24-Parganas, Govt, of West Bengal. Subsequently, the joint Owners, namely, Sri Pradip Kumar Das and Sri Samir Kumar Das have duly applied for the conversion of some portion of landed area as Bastu and the competent Authority of the Collectorate of South 24-Parganas, Govt, of West Bengal, duly admitted their application and completed the said conversion of the plot of land by complying all the necessary and required formalities thereof, vide Certificate under Memo No. 51A (C)/38-42( R.S.)/ 10175/ P/22, dated 23.09.2022 in favour of Sri Samir Kumar Das and vide Certificate under Memo No. 51A (C)/38-42( R.S.)/ 10180/ P/22, dated 26.09.2022 in favour of Sri Pradip Kumar Das and accordingly they jointly have acquired full right to sell, convey, gift & transfer of the said land free from all encumbrances.

**AND WHEREAS** One Sri Sankar Das, son of Late Sudhangsu Das, the first Part herein purchased a plot of Bastu land, measuring more or less 04 Cottah 05 Chittak 00 sq.ft. be the same a little more or less, lying and / or situated in Mouza - Kasba, Pargana- Kalikata, J.L. No.13, Touzi No.145, R.S. No.233, comprised in R.S. Dag No.4086, appertaining to R.S. Khatian No.136 corresponding to L.R. Khatian Nos.3394, at present within the limits of the Kolkata Municipal Corporation, Ward No. 106, Br. No. XII, under P.S. Kasba, now Garfa, from the then lawful joint Owners, namely, Smt. Jayasree Benegal, Sri Malay Chowdhury, Sri Sujoy Chowdhury and Smt. Anindita Kumar, all legal heirs / sons and married daughters of Smt. Rani Chowdhury and Sri Sukumar Chowdhury against valuable consideration and by virtue of a registered Deed of Conveyance (in Bengali Saaf Kobala), duly executed on 30.06.2003 and registered in the office of the D.S.R.-III Alipore and recorded in Book-I, Volume No.7, Pages from 7804 to 7822, being No2963, for the Year 2006.



**AND WHEREAS** by virtue of the aforesaid Deed of Conveyance dated 30.06.2003, Sri Sankar Das herein has become the absolute owner of **ALL THAT** piece and parcel of a plot of land area measuring more or less 04 Cottahs 05 Chittaks 00 sq.ft. be the same a little more or less, lying and / or situated in Mouza - Kasba, Pargana- Kalikata, J.L. No.13, Touzi No.145, R.S. No.233, comprised in R.S. Dag No.4086 appertaining to R.S. Khatian No.136, corresponding to L.R. Khatian Nos.3394, at present within the limits of the Kolkata Municipal Corporation, Ward No. 106, Br. No. XII, under P.S. Kasba, now Garfa and the Party of the First part has recorded his name in the records of the Kolkata Municipal Corporation and got K.M.C. Premises mutated as **Municipal Premises No.39, P. Mazumdar Road, P.O. Haltu, P.S. Kasba, now Garfa, Kolkata-700 078, being Assessee No.31-106-18-0039-0 within Ward No.106, Br. No. XII** and constructed a RTS, measuring about 300 Sq.Ft. more or less in the said Premises and is now in peaceful possession of the aforesaid plot of land as lawful and absolute owner thus seized and possessed the said property described in the schedule below.

**AND WHEREAS** while in peaceful possession and enjoyment the said property peacefully by residing therein, the aforesaid Owner, Sri Sankar Das has paid all land revenues upto date and also recorded his name in the records of the B.L. & L.R.O. by complying all the necessary and required formalities thereof and Vide Mutation Certificate under Memo No.18/mut/1604/BLLRO/KOL, dated 04.09.2020, accordingly, his name was published in his respective L. R. Records of Right and accordingly, he has become the Rayat in the records of the Collectorate of South 24-Parganas, Govt. of West Bengal. Accordingly, the said Owner acquired all lawful right, title and interest to sell, convey, gift & transfer of the said land free from all encumbrances.

**AND WHEREAS** subsequently, Sri Sankar Das, Sri Pradip Kumar Das and Sri Samir Kumar Das, being the lawful Owners, of the respective plots of land, being adjacent to each other mutually amalgamated those plots of Land and accordingly, Sri Sankar Das, executed a registered Deed of Gift on 30.11.2022 in respect to a portion of land, measuring about 4 Chittak more or

less along with RTS, measuring about 100 Sq.Ft. more or less, in favour of Sri Pradip Kumar Das and Sri Samir Kumar Das, which was registered in the office of the D.S.R.-IV, at Alipore and recorded in Book-I, Volume No. 1604-2022, Pages from 408207 to 408230, being No. 160413906, for the Year 2022. Accordingly, Sri Pradip Kumar Das and Sri Samir Kumar Das, executed a registered Deed of Gift on 30.11.2022 in respect to a portion of land, measuring about 4 Chittak more or less along with RTS, measuring about 100 Sq.Ft. more or less, in favour of Sri Sankar Das, which was registered in the office of the D.S.R.-IV, at Alipore and recorded in Book-I, Volume No. 1604-2022, Pages from 408231 to 408254, being No. 160413907, for the Year 2022.

**AND WHEREAS** subsequently, after the aforesaid amalgamation of the Premises, the entire property became a single Premises as **ALL THAT** piece and parcel of Bastu Land, measuring about **8 ( Eight ) Cottah 5 (Five) Chittacks 00 (Zero) Sq. Ft. more or less**, along with one old and dilapidated single storied Building structure standing thereon, measuring about 1000 Sq.Ft., lying and / or situated in Mouza- Kasba, Pargana- Kalikata, J.L. No. 13, Touzi No. 145, R.S. No. 233, comprised in R.S. & L.R. Dag No. 4086 and 4087 appertaining to R.S. Khatian No. 136, corresponding to L.R. Khatian Nos. 3394, 3395 and 3399 under P.S. Kasba, now Garfa and the joint Owners recorded their name in the records of the Kolkata Municipal Corporation and got K.M.C. Premises mutated as **Municipal Premises No. 39, P. Mazumdar Road, P.O. Haltu, P.S. Kasba now Garfa, Kolkata-700 078, bearing Assessee No. 31-106-18-0039-0, within Ward No. 106, Br. No. XII**, in the District 24 Parganas (South), together with all rights of easements and appurtenances civil amenities and facilities in the said Premises, more fully and particularly described in the schedule hereunder written and hereinafter referred to as '**the said property**' and are in peaceful possession of the same, free from all encumbrances.

...P/7.



**AND WHEREAS** while in peaceful possession of the said Municipal Premises, free from all encumbrances whatsoever, the present joint Owners have now decided to construct a G + IV storeyed Building, having several self contained Flats in each floor and Covered Car Parking Spaces in the said Premises as per the sanctioned Building Plan as to be obtained from the competent Authority of the Kolkata Municipal Corporation and by demolishing the existing old and dilapidated Two storied Building in the said Premises and also decided to obtain a formal Construction Completion Certificate from the competent Authority of the Kolkata Municipal Corporation after completion of the proposed G + IV storied Building in the said Premises and declared for the same.

**AND WHEREAS** the Developer herein, coming to know the facts of such desire of the Joint Owners herein, 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 formal registered Development Agreement under certain terms and conditions and formal registered Development Power of Attorney to satisfy the interest of both the parties thereto after execution of this Development Agreement. The joint Owners herein, for their own advantage and benefits, have agreed to appoint, **M/S RAHUL ENTERPRISE**, a sole Proprietorship business, having its registered office at 61, P. Majumder Road, P.O. Haltu, P.S. Kasba now Garfa, Kolkata - 700 078, represented by it's Sole Proprietor, **SRI RAHUL DAS**, having **PAN -GPNPD 852 N**, having **Aadhaar Card No. 3806 4280 7787**, son of Sri Sankar Das, by faith - Hindu, Indian Citizen, by occupation - Business, residing at 61, P. Majumder Road P.O. Haltu, P.S. Kasba now Garfa, Kolkata - 700 078, the Other Part therein, as the **official Developer** of the said property for constructing the proposed G+IV storied residential Building as per the sanctioned building Plan. The Developer herein, have also agreed to develop the said property by constructing the proposed G+IV storied Building as per the sanctioned Building Plan at it's own risk, cost and expenses under certain terms and conditions which have been decided mutually by and between the parties herein, without involving the owner in the matter of the hazards of construction. ...P/8.

**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 out of the sanctioned F.A.R., i) One of the Joint Owners, namely, Sri Pradip Kumar Das shall be allotted a self contained Flat No. B, measuring about 575 Sq.Ft. more or less, Super Built-up Area, on the North-Western Side of the First Floor, consists of 1 (One) Bed Room, 1(One) Living cum Dining, 1 Kitchen, 1 Toilet, 1 Verandah and another owner, namely, Sri Samir Kumar Das alias Samir Das shall be allotted a self contained Flat No. D, measuring about 1135 Sq.Ft. more or less, Super Built-up Area, on the South-Eastern Side of the First Floor, consists of 3(Three) Bed Rooms 1(One) Living- dining, 1 Kitchen, 2 Toilets, 1 Verandah in the aforesaid Premises and a forfeited amount of Rs.1,00,00.00/- (Rupees One Lakh) only each, thus an amount of Rs.2,00,000.00/- (Rupees Two Lakh) against development of their Premises.

ii) Another Joint Owner, Sri Sankar Das, shall be allotted as following :-

a) a self contained Flat No. A, measuring about 1170 Sq.Ft. more or less, Super Built up Area, on the First Floor, on the North- Eastern Side, b) a self contained Flat No. E, measuring about 1170 Sq.Ft. more or less, Super Built up Area, on the Third Floor, on the North- Eastern Side, c) a self contained Flat No. C, measuring about 705 Sq.Ft. more or less, Super Built up Area, on the First Floor, on the South- Western Side, d) a self contained Flat No.G-1, measuring about 640 Sq.Ft. more or less, Super Built up Area, on the Second Floor, on the South- Western Side, e) a self contained Flat No.G-2, measuring about 640 Sq.Ft. more or less, Super Built up Area, on the Third Floor, on the South- Western Side, f) a self contained Flat No.G-3, measuring about 640 Sq.Ft. more or less, Super Built up Area, on the Fourth Floor, on the South- Western Side, along with 2(Two) Covered Car Parking Spaces in the Ground Floor in the aforesaid Premises and a forfeited amount of Rs.30,00,000.00/- (Rupees Thirty Lakh) only against development of their Premises.



**AND WHEREAS** the balance portion of the sanctioned F.A.R. comprised of the following :-

- a) All that piece and parcel of self contained Flat No. D-1, on the South- Eastern Side, Flat No. F on the North -Western Side, all Flats on the Second Floor of the Building.
- b) All that piece and parcel of self contained Flat No. D-2, on the South- Eastern Side, Flat No. E, on the North-Eastern Side and Flat No. F on the North -Western Side, all Flats on the Third Floor of the Building.
- c) All that piece and parcel of self contained Flat No. D-3, on the South- Eastern Side, Flat No. E, on the North-Eastern Side and Flat No. F on the North -Western Side, all Flats on the Fourth Floor of the Building.
- d) A shop Room/ Commercial area and all the ballance Covered and open to sky Car Parking Spaces in the Ground floor, and / or any other area, extented Floor area, Flats thereof, save and except the Owners' Allocation, of the G+IV Storeyed Building in the said Premises, shall be vested on the Developer, save and except Owners' Allocation.

**AND WHEREAS** both the joint Owners and the Developer herein, have amicably discussed, negotiated, agreed and finally settled that, the proposed (G+IV) multi-storied Building shall be completed within the aforesaid stipulated time period of **36 (Thirty Six) months** from the date of the execution of the Development Agreement and Development Power of Attorney and after completion of the aforesaid building, the joint Owners herein, shall be allotted their respective allocation / portion within the aforesaid stipulated time period of **36 (Thirty Six) months** from the date offrom the date of the execution of the Development Agreement and Development Power of Attorney or within the aforesaid stipulated time period. 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 in the said premisses under the Developer's Allocation (save and except Owners' Allocation) at any settled price without any objection from the Joint 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 without any objection from the Joint owners.

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

1. 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.

2.A) **OWNERS** : Shall mean 1) **SRI SANKAR DAS** (PAN : ADSPD 8749 A, AADHAAR NO.6743 3457 1811), son of Late Sudhangsu Das, by religion - Hindu, by occupation - Business, Indian Citizen, residing at 61, P. Majumder Road, Post Office - Haltu, Police Station - Kasba, now Garfa, Kolkata - 700078, District South 24-Parganas, (2) **SRI PRADIP KUMAR DAS** (PAN : AFHPD 0924 L, AADHAAR NO.9578 7816 3740), son of Late Sridam Chandra Das, by religion - Hindu, by occupation - Service, Indian Citizen, residing at 63/1, P. Majumder Road, Post Office - Haltu, Police Station - Kasba, now Garfa, Kolkata - 700078, District- South 24-Parganas and (3) **SRI SAMIR KUMAR DAS** (PAN : BYWPD 7393 G, AADHAAR NO.4042 8934 8837), son of Late Sridam Chandra Das, by religion - Hindu, by occupation - Service, Indian Citizen, residing at 63/1, P. Majumder Road, Post Office - Haltu, Police Station - Kasba, now Garfa, Kolkata - 700078, District South 24-Parganas, hereinafter jointly and collectively called and referred to as the '**OWNERS**'.

B) **DEVELOPER** :- Shall mean **M/S RAHUL ENTERPRISE**, a soleProprietorship business, having its registered office at 61, P. Majumder Road, P.O. Haltu, P.S. Kasba now Garfa, Kolkata - 700 078, represented by it's Sole Proprietor, **SRI RAHUL DAS**, having PAN -GPNPD 852 N, having Aadhaar Card No. 3806 4280 7787, son of Sri Sankar Das, by faith - Hindu, Indian Citizen, by occupation - Business, residing at 61, P. Majumder Road P.O. Haltu, P.S. Kasba now Garfa, Kolkata - 700 078, hereinafter called and referred to as the '**DEVELOPER**'.



C) **PREMISES** : Shall mean **ALL THAT** piece and parcel of Bastu Land, measuring about **8 ( Eight) Cottah 5 (Five) Chittacks 00 (Zero) Sq. Ft. more or less**, along with one old and dilapidated single storied Building structure standing thereon, measuring about 1000 Sq.Ft., lying and / or situated in Mouza- Kasba, Pargana- Kalikata, J.L. No.13, Touzi No.145, R.S. No.233, comprised in R.S. & L.R. Dag No. 4086 and 4087 appertaining to R.S. Khatian No.136, corresponding to L.R. Khatian Nos. 3394, 3395 and 3399 under P.S. Kasba, now Garfa and the joint Owners recorded their names in the records of the Kolkata Municipal Corporation and got K.M.C. Premises mutated as **Municipal Premises No. 39, P. Mazumdar Road, P.O. Haltu, P.S. Kasba now Garfa, Kolkata-700 078, bearing Assessee No.31-106-18-0039-0, within Ward No.106, Br. No.XII**, in the District 24 Parganas (South), together with all rights of easements and appurtenances civil amenities and facilities in the said Premises, butted and bounded as follows :-

**ON THE NORTH** : By P. Majumder Main Road.

**ON THE SOUTH** : By Premises No. 37, P. Mazumdar Road.

**ON THE EAST** : By P. Majumder Road.

**ON THE WEST** : By Premises No. 59 & 59/1, P. Mazumdar Road.

which is more fully and particularly mentioned in the Schedule – ‘A’ of this Agreement and hereafter called ‘**The Said Property**’.

D) **BUILDING** :- Shall mean G+ IV storeyed Building to be constructed on the land of the said Property, which Building will contain self-contained residential flats/ Units and space for Covered Car Parking Spaces and space for water pump and motor, space for electric meter, underground and overhead water reservoir, septic tank, Lift, necessary installation and mounted room etc., those will be constructed at **Municipal Premises No. 39, P. Mazumdar Road, P.O. Haltu, P.S. Kasba now Garfa, Kolkata-700 078, bearing Assessee No.31-106-18-0039-0, within Ward No.106, Br. No.XII**, in the District 24 Parganas (South), in the District of South 24- Parganas, in accordance with the Sanctioned Building Plan.

E) **COMMON FACILITIES** : Shall mean and include the corridor, stairs, stair-cases, 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, necessary installations etc., mounted room on the top floor, space for electric meter, passages, overhead water reservoir, underground or semi-grounded water reservoirs, septic tank and any other area left for beautification that will be provided by the Developer for the enjoyment of the flat holders.

F) **OWNERS' ALLOCATION** :- Shall mean and include, the joint Owners will be entitled to the following out of the sanctioned F.A.R.- i) One of the Joint Owners, namely, Sri Pradip Kumar Das shall be allotted a self contained Flat No. B, measuring about **575 Sq.Ft.** more or less, Super Built-up Area, on the North-Western Side of the First Floor, consists of 1 (One) Bed Room, 1(One) Living cum Dining, 1 Kitchen, 1 Toilet, 1 Verandah and another owner, namely, Sri Samir Kumar Das alias Samir Das shall be allotted a self contained Flat No. D, measuring about **1135 Sq.Ft.** more or less, Super Built-up Area, on the South-Eastern Side of the First Floor, consists of 3(Three) Bed Rooms 1(One) Living-dining, 1 Kitchen, 2 Toilets, 1 Verandah in the aforesaid Premises and a forfeited amount of Rs.1,00,00.00/-(Rupees One Lakh) only each, thus an amount of Rs.2,00,000.00/-( Rupees Two Lakh) against development of their Premises.

ii) Another Joint Owner, Sri Sankar Das, shall be allotted as following :-

a) a self contained Flat No. A, measuring about 1170 Sq.Ft. more or less, Super Built up Area, on the First Floor, on the North- Eastern Side, b) a self contained Flat No. E, measuring about 1170 Sq.Ft. more or less, Super Built up Area, on the Third Floor, on the North- Eastern Side, c) a self contained Flat No. C, measuring about 705 Sq.Ft. more or less, Super Built up Area, on the First Floor, on the South- Western Side, d) a self contained Flat No.G-1, measuring about 640 Sq.Ft. more or less, Super Built up Area, on the Second Floor, on the South- Western Side,e) a self contained Flat No.G-2, measuring about 640 Sq.Ft. more or less, Super Built up Area, on the Third Floor, on the South- Western Side,f) a self contained Flat No.G-3, measuring about 640 Sq.Ft. more or less, Super Built up



Area, on the Fourth Floor, on the South- Western Side, along with 2(Two)Covered Car Parking Spaces in the Ground Floor in the aforesaid Premises and a forfeited amount of Rs.30,00,000.00/- ( Rupees Thirty Lakh) only against development of their Premises.

G) **DEVELOPER'S ALLOCATION** : Shall mean and include the the balance portion of the sanctioned F.A.R.comprised of the the balance portion of the sanctioned F.A.R.comprised of the

a) All that piece and parcel of self contained Flat No. D-1, on the South- Eastern Side, Flat No. F on the North -Western Side, all Flats on the Second Floor of the Building.

b) All that piece and parcel of self contained Flat No. D-2, on the South- Eastern Side, Flat No. E, on the North-Eastern Side and Flat No. F on the North -Western Side, all Flats on the Third Floor of the Building.

c) All that piece and parcel of self contained Flat No. D-3, on the South- Eastern Side, Flat No. E, on the North-Eastern Side and Flat No. F on the North -Western Side, all Flats on the Fourth Floor of the Building.

d) A shop Room/ Commercial area and all the ballance Covered and open to sky Car Parking Spaces in the Ground floor, and / or any other area, extented Floor area, Flats thereof, save and except the Owners' Allocation, of the G+IV Storeyed Building in the said Premises, shall be vested on the Developer, save and except Owners' Allocation.

H) **DEFINITION CLAUSE - TRANSFERRORS** : Shall mean the **SRI SANKAR DAS** (PAN : ADSPD 8749 A, AADHAAR NO.6743 3457 1811), son of Late Sudhangsu Das, by religion - Hindu, by occupation - Business, Indian Citizen, residing at 61, P. Majumder Road, Post Office - Haltu, Police Station - Kasba, now Garfa, Kolkata - 700078, District South 24-Parganas, (2) **SRI PRADIP KUMAR DAS** (PAN : AFHPD 0924 L, AADHAAR NO.9378 7816 3740), son of Late Sridam Chandra Das, by religion - Hindu, by occupation - Service, Indian Citizen, residing at 63/1, P. Majumder Road, Post Office - Haltu, Police Station - Kasba, now Garfa, Kolkata - 700078, District-South 24-Parganas and (3) **SRI SAMIR KUMAR DAS** (PAN : BYWPD 7393 G, AADHAAR NO.4042 8934 8837), son of Late Sridam Chandra Das, by religion - Hindu, by occupation - Service,

Indian Citizen, residing at 63/1, P. Majumder Road, Post Office - Haltu, Police Station - Kasba, now Garfa, Kolkata - 700078, District South 24-Parganas, hereinafter jointly and collectively called and referred to as the '**OWNERS** and **M/S RAHUL ENTERPRISE**, a soleProprietorship business, having its registered office at 61, P. Majumder Road, P.O. Haltu, P.S. Kasba now Garfa, Kolkata - 700 078, represented by it's Sole Proprietor, **SRI RAHUL DAS**, having **PAN -GPNPD 852 N**, having **Aadhaar Card No. 3806 4280 7787**, son of Sri Sankar Das, by faith - Hindu, Indian Citizen, by occupation - Business, residing at 61, P. Majumder Road P.O. Haltu, P.S. Kasba now Garfa, Kolkata - 700 078, hereinafter called and referred to as the '**DEVELOPER**', in respect of the said Property.

I) **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.

J) **TRANSFeree** : Shall mean a person, firm, limited company, association of persons to whom the saleable space or flat in the said building will be agreed to be transferred and / or for whom the said flat 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.

K) **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.

L) **TITLE DOCUMENTS** : Shall mean and include the photocopies or Certified Copies of the Original Title Documents in respect of the said property or any portion thereof which shall be under the possession of the Developer during the subsistence of the Development Agreement.



**THIS AGREEMENT SHALL BE DEEMED TO HAVE COMMENCED ON AND WITH EFFECT FROM THE DATE OF THE EXECUTION OF THIS AGREEMENT AND SHALL REMAIN IN FORCE AS LONG THE PARTIES HERETO PERFORM OR OBSERVE THEIR RESPECTIVE TERMS AND CONDITIONS AND COVENANTS HEREIN CONTAINED.**

3. That the said joint 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 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 prepared by a qualified Architect / Engineer / sSupervisor.
5. That the Developer shall be entitled to sign in the name of and on behalf of the joint Owners and submit the plan and enter into all correspondences and make representations before the 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+IV) multi-storied 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.
6. That the joint Owners agree that, upon the plan being sanctioned by the Kolkata Municipal Corporation, the Developer shall be entitled to start or commence the development work, preparing the ground and to start to commence the construction of the proposed 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 Building plan as stipulated K.M.C.
8. That the said joint Owners do hereby agrees to indemnify and keep the Developer duly indemnified against all claims, demands, liabilities, if any of any third party against the said premises and / or against the said joint 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 problems or claims, the said joint Owners/ First Part herein shall sort each and every claim/ problem on his own at his own cost and expenses.
9. That the Developer hereby undertake to keep the joint 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 joint 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 the said building in terms of the Agreement shall always be modified on the part of the said joint Owners, subject to fulfilment of the Developer's claim in such case. 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 joint Owners with joint Possession Letter and photo copy of the Construction of the Completion Certificate of the Building within the notice period of 30 (thirty) days as stipulated.



11. That the joint Owners have already handedover all Photo copies of the original title deeds to the Developer. The original Title Deed and other documents are under the custody of one of the joint Owners and the joint Owners herein undertake that its free from all encumbrances charges liabilities and the joint Owners will produce the same as and when it would be required by the Developer. The joint Owners shall not deal with the same in any manner and shall not deposit the same for securing any money claim and the joint Owners 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 joint Owners. It is recorded that, true xerox authenticated copies of the said title deeds has already been given to 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 Developer. 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 joint Owners will get a copy of the said sanctioned plan for his 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 joint 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+IV Storeyed Building on the land of the schedule mentioned premises. The new G+IV Storeyed Building shall be completed within **36 (Thirty Six ) Months** from the date of the execution of the Development Agreement and Development Power of Attorney.
13. That it is clearly agreed and understood by and between the parties herein, that the joint 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 his 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 construction and for the purpose of completion of the new G+IV Storeyed Building as per the sanctioned plan at the Schedule mentioned premises.

15. That immediately upon execution of this Development Agreement and after sanction of the building plan, the Joint 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. In the mean time, the Developer herein shall arrange for an alternative residential accomodation for Sri Pradip Kumar Das and Sri Samir Kumar Das and their respective families as would be available in the near by location to the Joint Owners First Part herein for their own use upto the date of delivery of the Owners' Allocation, back to the Joint owners for which expenses shall be borne by the Developer exclusively. Accordingly, the Developer shall pay a sum of a sum of Rs.8,000.00/- (Rupees Eight housand) only in total per month in favour of Sri Pradip Kumar Das and Sri Samir Kumar Das and the said amount is payable within 10th of each english calender month for their shifting residences during the period of construction and development of the said Premises till completion of the project and delivery of the Owners' Allocation. Another Owner, Sri Sankar Das shall never claim any shifting expenses during the completion of the Project in the said Premises, due to mutually agreed forfeited amount. All the expenses for shifting and alternative accomodation will be effective from the date of actual date shifting by vacating the peaceful possession of the said Premises only.

16. The Developer will be entitled to keep, maintain and retain physical khas possession of the same, till completion of the entire premises and delivery, sale and or transfer of the flats and/or constructed portions duly completed under the Developer's Allocation. However, the Developer shall prepare and develop the said land and premises for necessary construction at their own cost and expenses and the Developer will be entitled to start construction of 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 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 this behalf shall be final and binding upon the parties herein.
18. That the said Joint 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 pre-mises 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 Joint 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 remain responsible for all third party claims during the period of construction.
19. That the Joint Owners agree and covenant not to interfere with the possession of the Developer and also with that act and work of the said building and the Joint 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. If it is as per Building Permit and in conformity of this Agreement.
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 36(Thirty Six) months from the date of execution of the Developement Agreement and Development Power of Attorney, subject to **FORCE MAJEURE** as applicable and shall deliver the possession of the Owners' Allocation to the Owner 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 Joint Owners shall not be liable for the same.
22. That it is agreed that, the Joint Owners and the Developer shall duly comply with all requirements and other formalities of obtaining sanction of the Building Plan and the Joint 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 Joint 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 Joint Owners.
23. That the Developer shall be entitled to get the said plan modified from time to time according to their discretion and the copy of the plan to be supplied to the Joint Owners before modification and in doing so the rights of the Joint 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 Joint 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 joint Owners and the Developer.



25. That the joint Owners and the Developer shall comply with all other requirements of the Municipal Authorities and / or other authorities having jurisdiction in the matter relating 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 joint Owners nor the Developer nor their respective transferees shall be entitled to claim any partition, subdivision 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 joint 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.
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 Joint 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.
30. That the Developer shall be at liberty to sell and / or allot the Developer's 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 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 Joint Owners. The Joint Owners agree that, he 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 Joint Owners will agree to transfer the undivided share in the land and to confirm and transfer the undivided share in the land 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 Joint 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 Joint Owners.

32. That the Developer shall always have lawful right as the official Developer 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/ or 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 the Parties are in Agreement with that, if for cogent reason, the Developer can not complete the proposed G+IV Storeyed Building in all respect within the stipulated time period 36 (Thirty Six) months as mutually agreed upon, in that event the Developer shall submit further extension of Time (EOT) to the Owners stating the reason for such delay in writing. Upon which the Parties will mutually settle and may extend further period of 6 (Six) months to complete the Building in all respect as may agreed by both the Parties.



34. That the Joint 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 Joint Owners upto the date of execution of agreement and that, the Joint 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. The Joint Owners hereby declare that there is no pending suit and / or legal dispute in the said property either in the name of the present Joint Owners or against the said property.
35. That the Developer shall be entitled and is authorised in the name of the Joint Owners as far as necessary to apply for and obtain cement, steel, bricks and other building materials for construction and the said building at the land of the said premises and apply and obtain and/or permit connections water electricity power drainages sewers and other inputs and facilities of the said building and enjoyment of the flats and portions therein.
36. That after completion of construction of the building, the Developer shall give written notice to the Owner intimating the Joint 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 upto 6 (Six) months 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 the both the Parties herein, have mutually agreed that, the name of the proposed G+IV Storeyed Building is finalised as “  
” in the Schedule - 'A' mentioned Premises.

38. That during the construction and completion of the building if any problem crops 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 Joint Owners herein, (other than mentioned in the work schedule) all such expenses and costs will be borne by the Joint Owners herein, for such extra work or construction in his allocation.
41. That the Developer herein undertake to provide all necessary one set of photocopies of papers, documents, to the Joint Owners or to their representative from time to time as and when all are available to the Developer from the concerned Department.
42. That the joint Owners herein undertake that in case of any extension of the another Floor up in the G + IV storied Building in the schedule mentioned Premises, the Developer shall apply for the same before the competent Dept. of the Kolkata Municipal Corporation and comply all the necessary and required formalities thereof and shall obtain the further sanction of the modified Building Plan and construct and complete the same at his own cost and expenses. The Joint Owners shall not claim any monetary benefit and / or area of allocation for the same from the Developer at all.
43. That the joint Owners herein undertake that after completion of the project and delivery of the Owners' Allocation from the Developer, they shall execute a registered Deed of Partition / Partition Suit amongst them for the formal allocation and demarcation of the respective portions of the joint Owners at their own cost and expenses in future. The Developer may extend and /or guide the proposed process of Partition at the request of the joint Owners.



44. That the Parties hereby declare and agree that these present do not constitute and the Parties do not intend to be a Partnership or Association of Persons. This is only a Development Agreement for the purpose of Development of the Property and followed by construction of a Multi-Storeyed Building in respect of the said Property granted in favour of the Developer under the mutually agreed terms and conditions as contained in this presents.

45. That the Courts of the District South 24 Parganas alone shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the Parties.

**SCHEDULE - 'A' ABOVE REFERRED TO**  
**PREMISES**

**ALL THAT** piece and parcel of Bastu Land, measuring about **8 ( Eight)** Cottah **5 (Five)** Chittacks **00 (Zero)** Sq. Ft. **more or less**, along with proposed G + IV storied Building structure thereon, comprised of self contained Flats on the different floors and Car Parking Spaces in the Ground Floor of the said Building, lying and / or situated in Mouza- Kasba, Pargana- Kalikata, J.L. No.13, Touzi No.145, R.S. No.233, comprised in R.S. & L.R. Dag No. 4086 & 4087 appertaining to R.S. Khatian No.136, corresponding to L.R. Khatian Nos. 3394, 3395 & 3399, under P.S. Kasba, now Garfa, at **Municipal Premises No. 39, P.Mazumdar Road, P.O. Haltu, Kolkata - 700 078, under P.S. Kasba, now Garfa, being Assessee No. 31-106-18-0039-0**, at present within the limits of the Kolkata Municipal Corporation, Ward No. 106, Br. No. XII, in the District 24 Parganas (South) together with all and rights of easements and appurtenances civil amenities and facilities in the said Premises, butted and bounded as follows :-

**ON THE NORTH : By P. Majumder Main Road.**

**ON THE SOUTH : By Premises No. 37, P. Mazumdar Road.**

**ON THE EAST : By P. Majumder Road.**

**ON THE WEST : By Premises No. 59 & 59/1, P. Mazumdar Road.**

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

**OWNERS' ALLOCATION** :- Shall mean and include, the joint Owners will be entitled to the following out of the sanctioned F.A.R. i) One of the Joint Owners, namely, Sri Pradip Kumar Das shall be allotted a self contained Flat No. B, measuring about **575 Sq.Ft.** more or less, Super Built-up Area, on the North-Western Side of the First Floor, consists of 1 (One) Bed Room, 1(One) Living cum Dining, 1 Kitchen, 1 Toilet, 1 Verandah and another owner, namely, Sri Samir Kumar Das alias Samir Das shall be allotted a self contained Flat No. D, measuring about 1135 Sq.Ft. more or less, Super Built-up Area, on the South-Eastern Side of the First Floor, consists of 3(Three) Bed Rooms 1(One) Living-dining, 1 Kitchen, 2 Toilets, 1 Verandah in the aforesaid Premises and a forfeited amount of Rs.1,00,00.00/- (Rupees One Lakh) only each, thus an amount of Rs.2,00,000.00/- (Rupees Two Lakh) against development of their Premises.

ii) Another Joint Owner, Sri Sankar Das, shall be allotted as following :-

a) a self contained Flat No. A, measuring about 1170 Sq.Ft. more or less, Super Built up Area, on the First Floor, on the North- Eastern Side, b) a self contained Flat No. E, measuring about 1170 Sq.Ft. more or less, Super Built up Area, on the Third Floor, on the North- Eastern Side, c) a self contained Flat No. C, measuring about 705 Sq.Ft. more or less, Super Built up Area, on the First Floor, on the South- Western Side, d) a self contained Flat No.G-1, measuring about 640 Sq.Ft. more or less, Super Built up Area, on the Second Floor, on the South- Western



Side,e) a self contained Flat No.G-2, measuring about 640 Sq.Ft. more or less, Super Built up Area, on the Third Floor, on the South- Western Side,f) a self contained Flat No.G-3, measuring about 640 Sq.Ft. more or less, Super Built up Area, on the Fourth Floor, on the South- Western Side, along with 2(Two) Covered Car Parking Spaces in the Ground Floor in the aforesaid Premises and a forfeited amount of Rs.30,00,000.00/- (Rupees Thirty Lakh) only against development of their Premises.

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

**ALL THAT** piece and parcel of the the balance portion of the sanctioned F.A.R.comprised of the followings:-

- a) All that piece and parcel of self contained Flat No. D-1, on the South- Eastern Side, Flat No. F on the North -Western Side, all Flats on the Second Floor of the Building.
- b) All that piece and parcel of self contained Flat No. D-2, on the South- Eastern Side, Flat No. E, on the North-Eastern Side and Flat No. F on the North -Western Side, all Flats on the Third Floor of the Building.
- c) All that piece and parcel of self contained Flat No. D-3, on the South- Eastern Side, Flat No. E, on the North-Eastern Side and Flat No. F on the North -Western Side, all Flats on the Fourth Floor of the Building.
- d) A shop Room/ Commercial area and all the ballance Covered and open to sky Car Parking Spaces in the Ground floor, and / or any other area, extented Floor area, Flats thereof, save and except the Owners' Allocation, of the G+IV Storeyed Building in the said Premises, shall be vested on the Developer, save and except Owners' Allocation.

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

1. Stair case on all floors.
2. Stair case landing and mid landings from all floors.
3. Common passage from Public Road, entrance gate upto the stair case on the Ground Floor and lobby / path way upto the entrance of the Schedule Appt.
4. Common passage and lobby on ground floor.
5. Common Roof, Mounted Room, Parapet wall and other necessary installations.
6. Water Pump with motor, underground and overhead water reservoir, water pipes and other common plumbing installation.
7. All open spaces in the front side and the side spaces surrounding the multi-storied building.
8. 4(Four) Passenger Lift and necessary installations
9. 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.
10. Drainage and sewers including man-hole, junction pits etc.
11. Boundary walls and main gate and/or side gates if any.
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**  
**( AS PER THE APPROVED RULES AND SPECIFICATION BY K.M.C.)**

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. ...P/29.



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

Vitrified Tiled / Marble Flooring to all rooms and 2100mm glazed tiles to bath and 30 inches height glazed tiles above cooking platform and 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 10 mm thick (average) in (1:4).

Doors & Windows :

1. Main Entrance Door
  - a) Flush door( of approved Quality) painted both sides.
  - b) Sal wooden door frame.
  - c) Stainless steel tower bolt from inside.
  - d) Electrical bell point.
  - e) Night Latch.

2. Other Doors

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

3. Windows:

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

Toilet & Kitchen

:

1. Toilet & W.C.

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

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

2. Kitchen

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

Stairs and Stair-cases

:

1. The stairs and stair cases shall be finished with Vitrified Tiles / Good quality Marble stone with skirting. Stair-case room will be provided with steel window for light and ventilation as per design.
2. Wooden Space for electric meter.

Roof

:

1. Concrete roof will be treated with sand, cement mortar and will be finished with Net Cement.
2. 4' 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 Room

:

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



- c) Kitchen : 1 light point, 1 exhaust fan/chimney point-5/15 Amp.,  
2 plug points - 15 Amp. (One for micro oven and  
another for acqua guard).
- d) W.C. : 1 light point, 1 exhaust fan point.
- e) Each Balcony : 1 light point.
- f) Toilet : 1 light point, 1 exhaust fan point - 5 Amp.,  
1 plug point - 15 Amp., One Geyser point.

**\*\* All wiring will be as per existing C.E.S.C. Regulations**

**Water Supply :**

All R.C.C overhead reservoir/s will be provided on the top of the last roof as per design and requirements as well. The suitable electrical submersible pump with motor will be installed in the Water Reservoir 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 his/ her / their own costs and expenses.

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 :

**WITNESSES :-**

1. *Atanu Bhattacharya*  
*Alipore Police Court*  
*10-1-27*

2. *P. K. Das*  
*Alipore Police Court*

*Sankar Das*

*Pradip Kumar Das*

*Zamir Kumar Das*

**SIGNATURE OF THE OWNERS**

**RAHUL ENTERPRISE**

*Rahul Das*

Proprietor

**SIGNATURE OF THE DEVELOPER**

Drafted and prepared by me :

*Arghendra Bose*  
Advocate

High Court, Calcutta.

F/186/297/1998



**RECEIVED** a sum of **Rs.80,000.00/- (Rupees Eighty Thousand)** only from the Developer Sri Rahul Das, as the First installment of the forfeited amount on the day, month and year above written.

<u>Particulars</u>	<u>Amount( Rs.)</u>
1) A/c Payee Cheque No.000751, dated.11.09.2023, drawn on ICICI Bank, Kalikapur Br. in favour of Sankar Das.	50,000.00
2) A/c Payee Cheque No.000752, dated 11.09.2023, drawn on ICICI Bank, Kalikapur Br., in favour of Pradip Kumar Das.	15,000.00
3) A/c Payee Cheque No.000753, dated.11.09.2023, ICICI Bank, Kalikapur Br., in favour of Samir Das.	15,000.00
Total	<u>Rs. 80,000.00</u>

**( RUPEES EIGHTY THOUSAND ONLY)**

**SIGNED AND DELIVERED**

**In presence of :**

**WITNESSES :-**

1. *Atanu Bhattacharya*

2. *Dipak Das*

*Sankar Das*

*Pradip Kumar Das*

*Samir Kumar Das*

**SIGNATURE OF THE OWNERS**



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



192023240213628858



GRN Details

GRN:	192023240213628858	Payment Mode:	SBI Epay
GRN Date:	11/09/2023 12:00:18	Bank/Gateway:	SBIePay Payment Gateway
BRN :	1209654035525	BRN Date:	11/09/2023 12:01:00
Gateway Ref ID:	CHN6417744	Method:	State Bank of India NB
GRIPS Payment ID:	110920232021362884	Payment Init. Date:	11/09/2023 12:00:18
Payment Status:	Successful	Payment Ref. No:	2002270240/3/2023
		[Query No*/Query Year]	

Depositor Details

Depositor's Name:	Mr RAHUL DAS
Address:	KASBA
Mobile:	9830049793
Period From (dd/mm/yyyy):	11/09/2023
Period To (dd/mm/yyyy):	11/09/2023
Payment Ref ID:	2002270240/3/2023
Dept Ref ID/DRN:	2002270240/3/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002270240/3/2023	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2002270240/3/2023	Property Registration- Registration Fees	0030-03-104-001-16	821
Total				75842

IN WORDS: SEVENTY FIVE THOUSAND EIGHT HUNDRED FORTY TWO ONLY.







Name.....

ARDHENDU BIKAS SENGUPTA Advocate

Father's/Husband's Name.....

DIBYENDU BIKASH SENGUPTA

CHAIRMAN EX-COMMITTEE

CHAIRMAN

Card No. A-6914

Address Recorded on the Roll. 28A, Middle Road,  
Santoshpur, Calcutta-700 075

Present Address Same as above

Enrolment No F/186/399 of 98

Date of Enrolment 09.04.99 Date of Birth 10.02.67

Date 10.6.99

Secretary/Assistant Secretary

### Major Information of the Deed

Deed No :	I-1604-11219/2023	Date of Registration	11/09/2023
Query No / Year	1604-2002270240/2023	Office where deed is registered	
Query Date	06/09/2023 7:54:42 AM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	ATANU BHATTACHARJEE ALIPORE, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9830049793, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 80,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 4,30,79,550/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 853/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: P. Majumder Road, Road Zone : (Kayastha P. Mn Rd – Khal Parh) , , Premises No: 39, , Ward No: 106 Pin Code : 700078










Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	8 Katha 5 Chatak	1/-	4,24,04,550/-	Width of Approach Road: 30 Ft.,
Grand Total :				13.7156Dec	1/-	424,04,550 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1000 Sq Ft.	1/-	6,75,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1000 sq ft	1 /-	6,75,000 /-	












**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mr SANKAR DAS</b> <b>(Presentant)</b> Son of Late SUDHANSU DAS Executed by: Self, Date of Execution: 11/09/2023 , Admitted by: Self, Date of Admission: 11/09/2023 ,Place : Office	<b>Photo</b> 	<b>Finger Print</b> 	<b>Signature</b> 
	11/09/2023	11/09/2023	LTI	11/09/2023
61,P. MAJUMDER ROAD, City:- Not Specified, P.O:- HALTU, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx9A, Aadhaar No: 67xxxxxxxx1811, Status :Individual, Executed by: Self, Date of Execution: 11/09/2023 , Admitted by: Self, Date of Admission: 11/09/2023 ,Place : Office				
2	<b>Name</b> <b>Mr PRADIP KUMAR DAS</b> Son of Late SRIDAM CHANDRA DAS Executed by: Self, Date of Execution: 11/09/2023 , Admitted by: Self, Date of Admission: 11/09/2023 ,Place : Office	<b>Photo</b> 	<b>Finger Print</b> 	<b>Signature</b> 
	11/09/2023	11/09/2023	LTI	11/09/2023
63/1, P.MAJUMDER ROAD, City:- Not Specified, P.O:- HALTU, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AFxxxxxx4L, Aadhaar No: 95xxxxxxxx3740, Status :Individual, Executed by: Self, Date of Execution: 11/09/2023 , Admitted by: Self, Date of Admission: 11/09/2023 ,Place : Office				
3	<b>Name</b> <b>Mr SAMIR KUMAR DAS,</b> <b>(Alias: Mr SAMIR DAS)</b> Son of Late SRIDAM CHANDRA DAS Executed by: Self, Date of Execution: 11/09/2023 , Admitted by: Self, Date of Admission: 11/09/2023 ,Place : Office	<b>Photo</b> 	<b>Finger Print</b> 	<b>Signature</b> 
	11/09/2023	11/09/2023	LTI	11/09/2023
63/1, P.MAJUMDER ROAD, City:- Not Specified, P.O:- HALTU, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: BYxxxxxx3G, Aadhaar No: 40xxxxxxxx8837, Status :Individual, Executed by: Self, Date of Execution: 11/09/2023 , Admitted by: Self, Date of Admission: 11/09/2023 ,Place : Office				



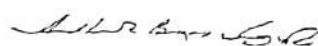
## Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<b>M S RAHUL ENTERPRISE</b> 61, P.MAJUMDER ROAD, City:- , P.O:- HALTU, P.S:-Sagar, District:-South 24-Parganas, West Bengal, India, PIN:- 700078 , PAN No.:: GPxxxxxx0N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

## Representative Details :

Representative Details																	
SI No	Name,Address,Photo,Finger print and Signature																
1	<table><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr><tr><td><b>Mr RAHUL DAS</b> Son of Mr SANKAR DAS Date of Execution - 11/09/2023, , Admitted by: Self, Date of Admission: 11/09/2023, Place of Admission of Execution: Office</td><td></td><td></td><td></td></tr><tr><td>Sep 11 2023 2:09PM</td><td>LT1</td><td>11/09/2023</td><td>11/09/2023</td></tr></table>	Name	Photo	Finger Print	Signature	<b>Mr RAHUL DAS</b> Son of Mr SANKAR DAS Date of Execution - 11/09/2023, , Admitted by: Self, Date of Admission: 11/09/2023, Place of Admission of Execution: Office				Sep 11 2023 2:09PM	LT1	11/09/2023	11/09/2023	<p>City:- Not Specified, P.O:- HALTU, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: GPxxxxxx0N, Aadhaar No: 38xxxxxxx7787 Status : Representative, Representative of : M S RAHUL ENTERPRISE (as SOLE PROPRIETOR)</p>			
Name	Photo	Finger Print	Signature														
<b>Mr RAHUL DAS</b> Son of Mr SANKAR DAS Date of Execution - 11/09/2023, , Admitted by: Self, Date of Admission: 11/09/2023, Place of Admission of Execution: Office																	
Sep 11 2023 2:09PM	LT1	11/09/2023	11/09/2023														

## Identifier Details :

Name	Photo	Finger Print	Signature
<b>Mr ARDHENDU BIKAS SENGUPTA</b> Son of Late DIBYENDU BIKASH SENGUPTA HIGH COURT CALCUTTA, City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001			
11/09/2023	11/09/2023	11/09/2023	11/09/2023

Identifier Of Mr SANKAR DAS, Mr PRADIP KUMAR DAS, Mr SAMIR KUMAR DAS, Mr RAHUL DAS

## Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr SANKAR DAS	M S RAHUL ENTERPRISE-4.57188 Dec
2	Mr PRADIP KUMAR DAS	M S RAHUL ENTERPRISE-4.57188 Dec
3	Mr SAMIR KUMAR DAS	M S RAHUL ENTERPRISE-4.57188 Dec

SI.No	From	To. with area (Name-Area)
1	Mr SANKAR DAS	M S RAHUL ENTERPRISE-333.33333300 Sq Ft
2	Mr PRADIP KUMAR DAS	M S RAHUL ENTERPRISE-333.33333300 Sq Ft
3	Mr SAMIR KUMAR DAS	M S RAHUL ENTERPRISE-333.33333300 Sq Ft





**Endorsement For Deed Number : I - 160411219 / 2023**

**On 11-09-2023**

**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 13:46 hrs on 11-09-2023, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Mr SANKAR DAS , one of the Executants.

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

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 4,30,79,550/-

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

Execution is admitted on 11/09/2023 by 1. Mr SANKAR DAS, Son of Late SUDHANSU DAS, 61,P. MAJUMDER ROAD, P.O: HALTU, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession Business, 2. Mr PRADIP KUMAR DAS, Son of Late SRIDAM CHANDRA DAS, 63/1, P.MAJUMDER ROAD, P.O: HALTU, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession Service, 3. Mr SAMIR KUMAR DAS, Alias Mr SAMIR DAS, Son of Late SRIDAM CHANDRA DAS, 63/1, P.MAJUMDER ROAD, P.O: HALTU, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession Service

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 11-09-2023 by Mr RAHUL DAS, SOLE PROPRIETOR, M S RAHUL ENTERPRISE (Sole Proprietorship), 61, P.MAJUMDER ROAD, City:- , P.O:- HALTU, P.S:-Sagar, District:-South 24-Parganas, West Bengal, India, PIN:- 700078

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 853.00/- ( B = Rs 800.00/- ,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 821/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/09/2023 12:01PM with Govt. Ref. No: 192023240213628858 on 11-09-2023, Amount Rs: 821/-, Bank: SBI EPay ( SBlePay), Ref. No. 1209654035525 on 11-09-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 75,021/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 2279, Amount: Rs.100.00/-, Date of Purchase: 14/02/2023, Vendor name: A K Samjpati

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/09/2023 12:01PM with Govt. Ref. No: 192023240213628858 on 11-09-2023, Amount Rs: 75,021/-, Bank: SBI EPay ( SBlePay), Ref. No. 1209654035525 on 11-09-2023, Head of Account 0030-02-103-003-02



**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 359047 to 359090

being No 160411219 for the year 2023.



Digitally signed by Anupam Halder  
Date: 2023.09.21 11:25:31 +05:30  
Reason: Digital Signing of Deed.

(Anupam Halder) 21/09/2023

DISTRICT SUB-REGISTRAR

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

West Bengal.