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AS 265461

certified that the document is admitted in
 registration. The signature sheets and
 the other documents attached with the
 document are in conformity with the
 provisions of the Act of Law document.

[Signature]
 District Sub-Register-III
 Alipore, South 24-parganas

15 JUL 2024

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this 15th day of


July, Two Thousand Twenty Four, (2024),

BETWEEN,

[Signature]
 21/1190484/24
 15/07/24

20 JUN 2024

Sl. No. 23578 Date
Sold to Snatipta Basak Advokat
of Alipore Judges Court Koh-27
Ruppes. 600


Samir Das
Stamp Vendor
Alipore Police Court
South 24 Pgs., Koh-27



Indemnified by me
Snatipta Basak
Advokat
Alipore Judges Court
Koh 27

DISTRICT SUB REGISTRAR
SOUTH 24 PGS. ALIPORE
15 JUL 2024

1) MR. BHASKAR KUMAR SEN, having PAN:BOBPS6249K, Aadhaar No. 3328 9054 5967, date of birth: 19/10/1981, son of Late Kamal Kumar Sen, by faith Hindu, by occupation - Business, now residing at P-12, Senhati Colony, Post Office and Police Station - Behala, Kolkata-700034, in the District of South 24 Parganas and 2) SMT. ARATI MONDAL, PAN No. BUOPM3086P, Aadhaar No., 6449 2154 3751, date of birth: 10/02/1963, daughter of Late Arjun Das, by faith - Hindu, by nationality - Indian, by occupation - Housewife, residing at 387, Dr. Akhya Pal Road, Police Station and Post Office - Behala, Kolkata - 700 034, In the District of South 24 parganas, hereinafter called and referred to as the "FIRST PARTIES/OWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives, and assigns) of the ONE PART.

AND

M/S NIRMALYA CONSTRUCTION a proprietorship firm having its office at P/5, Senhati Colony, Police Station : Behala, Kolkata -700034 represented by its sole proprietor SHRI SAGAR GHOSAL, having PAN : BBRPG9204K, Aadhaar No. 4219 5552 8178, date of birth: 09/05/1977, son of Late Suprakash Ghosal, by faith Hindu, by occupation - Business, residing at - P/5, Senhati Colony, Police Station : Behala, Kolkata -700034, in the District of South 24 Parganas, hereinafter called and referred to as the "SECOND PARTY/ DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors -in-office, executors, administrators, assigns) of the SECOND PART.

WHEREAS by a registrar Deed of Conveyance date 27th day of February, 2024, made between Smt. Anindita Chakraborty and Smt. Nabanita Mukherjee, therein described as the Owners/Vendors and Mr. Bhaskar Kumar Sen, therein described as the Purchaser, the said Smt. Anindita Chakraborty and Smt. Nabanita Mukherjee for the consideration mention therein granted, sold, conveyed, transferred, assigned and assured in favour of Mr. Bhaskar Kumar Sen of ALL THAT piece and parcel of Bastu land measuring area about 2 (Two) Cottahs 12(Twelve) Chittaks and 26(Twenty Six) Square feet be the same a little more or less and one brick built two storied structure measuring area about 1000 square feet (500 Sqft. on the ground floor and 500 Sqft. on the First floor) more or less standing thereon lying and situated at Mouza - Mamudpur, Pargana : Magura, J.L No. 7, Touzi No: 23,26,32 and 411, R.S No. 195, comprising Dag No. 67, under previous Khatian No: 114, L.R. Khatian No. 714,715, being Municipal Premises No. 1, Satyen Roy Road, under ward No.120, being Assessee No.41-120-12-0291-0, within the jurisdiction of The Kolkata Municipal Corporation, Kolkata-700034, Police Station - Behala, Additional District Sub-registrar office at Behala, District Sub-registrar office at Alipore, in the District of South 24 Parganas, AND ALL THAT piece and parcel of Bastu land measuring area about 13(Thirteen) Chittaks and 21(Twenty One) Square feet be the same a little more or less and one brick built tile shed structure measuring area about 500 Square feet more or less standing thereon lying and situated at Mouza - Mamudpur, Pargana : Magura, J.L No. 7, Touzi No: 23,26,32 and 411, R.S No. 195, comprising Dag No. 67, under previous Khatian No: 114, L.R. Khatian No. 714,715, being Municipal Premises No. 02, Satyen Roy Road, under ward No.120, Assessee No.41-120-12-0292-2, within the jurisdiction of The Kolkata Municipal Corporation, Kolkata-700034, Police Station - Behala, Additional District Sub-registrar office at Behala, District Sub-registrar office at Alipore, in the District of South 24 Parganas, referred to as said properties No. 1 and 2 respectively, more fully described in the Part- I and part- II of the Schedule thereunder written, said deed was registered at the office of the Sub Registrar Office at Behala and recorded in Book No. I, Volume No. 1602-2024, Pages 93718 to 93744, Being No. 160202831 for the year 2024.



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AND WHEREAS said Mr. Bhaskar Kumar Sen, got possession of the Said Properties No. 1 and 2. and have become the absolute rightful Owner, occupier seized and possessed of or otherwise well and sufficiently entitled to the landed properties and the said two plots are being contiguous to each other, he got the said two (2) plots amalgamated comprising the total area of bastu land measuring area about **3(Three) Cottahs 10(Ten) Chittaks 02(Two) Square Feet** be the same a little more or less together with structure standing thereon at municipal premises No. 1 Satyen Roy Road and 02 Satyen Roy Road, ward No. 120, within The Kolkata Municipal Corporation.

AND WHEREAS said Mr. Bhaskar Kumar Sen thereafter applied before The Kolkata Municipal Corporation Assessment Collection Department for amalgamation of the said two Municipal Premises nos. **1, Satyen Roy Road and 02, Satyen Roy Road**, ward No. 120, which was allowed and the said two properties became amalgamated and now known as **Municipal Premises No. 1, Satyen Roy Road**, being Assessee No.411201202910, ward No: 120, and he also mutated, recorded his name before the B.L. &L.R.O as absolute Owner and further got his name mutated in the present L.R. Records of Rights in L.R. Dag No. 67 under Mouza – Mamudpur and separate L.R. Khatian No. has been created in the name of present owner Bhaskar Kumar Sen as **L.R. Khatian No. 761**, total land area 0.06Acre, nature of land is Bastu.

AND WHEREAS by virtue of the purchase said Bhaskar Kumar Sen, the Owner No. 1 herein became the absolute Owner of **ALL THAT** piece and parcel of Bastu land measuring area about **3(Three) Cottahs 10(Ten) Chittaks 02(Two) Square Feet** be the same a little more or less together with one brick built two storied structure measuring area about 1000 square feet (500 Sqft. on the ground floor and 500 Sqft. on the First floor) more or less AND one brick built tile shed structure measuring area about 500 Square feet more or less standing thereon situate and lying at Mouza – Mamudpur, Pargana : Magura, J.L No. 7, Touzi No: 23,26, 32 and 411, R.S No. 195, comprising **Dag No. 67**, under previous Khatian No: 114, previous L.R. Khatian No. 714,715, at present **L.R. Khatian No. 761**, being **Municipal Premises No. 1, Satyen Roy Road, under ward No.120**, Assessee No. 411201202910, within the jurisdiction of **The Kolkata Municipal Corporation, Kolkata-700034, Police Station - Behala**, Additional District Sub-registrar office at Behala, District Sub-registrar office at Alipore, District South 24 Parganas, referred to as **Said Property No. 1**.

AND WHEREAS by another registered Deed of Gift in Bengali language and character bearing dated 17th day of November, 1978, made between Smt. Narayani Dasi, therein described as the Donor (Danpatra Data), the Smt. Narayani Dasi out of love and affection Gifted, conveyed, transferred, assigned and assured in favour of Smt. Bimala Dasi, wife of Late Arjun Das therein described as the Donee (Danpatra Grahita) of **ALL THAT** piece and parcel of Bastu land measuring area about **01(One) Cottahs 14(Fourteen) Chittaks** be the same a little more or less together with structure standing thereon situate and lying at Mouza – Mamudpur, Pargana : Magura, J.L No. 7, Touzi No: 23,26, 32 and 411, R.S No. 195, comprising **Dag No. 68/334**, under Khatian No: 246, within the then South Suburban Municipality, **Kolkata-700034, Police Station - Behala**, the then District of 24 Parganas, morefully described in the Schedule thereunder written, said deed was registered at the office of the Joint Sub- registrar of Alipore at Behala and recorded in Book No. I, Volume No. 47, Pages 90 to 93, Being No.2223 for the year 1978.

AND WHEREAS by virtue of said deed of gift the said Smt. Bimala Dasi sufficiently got possession absolutely of the Said Landed Properties and she mutated her names as recorded Owner before then the South Suburban Municipality thereafter before The Kolkata Municipal



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Corporation , being Assessee No. 411201212587, known as **Municipal Premises No. 326, Satyen Roy Road, under ward No.120**, and thus he enjoying the same paying municipal taxes and other outgoing charges regularly.

AND WHEREAS the said Bimala Dasi while in khas possession and enjoyment of as said landed properties and executing no other instrument in respect of the said landed properties died intestate on **02.05.2008**, leaving behind her surviving only married daughter namely **SMT. ARATI MONDAL** , the **Second Party herein** as her only legal heirs and successors and after the death of Bimala Dasi, her said landed properties was absolutely devolved upon her only daughter as per Hindu Succession Act, 1956. Be it mentioned here that Arjun Das husband of Bimala Dasi died long before, prior to death of said Bimala Dasi.

AND WHEREAS by virtue of inheritance, the said Smt. Arati Mondal. became the absolute owner of the said landed properties and got possession of the said landed properties and her name had been mutated, recorded in the office of The Kolkata Municipal Corporation in respect of the said land and structure as **Municipal Premises No. 326, Satyen Roy Road, under ward No.120**, vide Assessee No. 411201212587, after the said mutation ,the office of The Kolkata Municipal Corporation issued tax bill in favour of Arati Mondal and have been paying taxes, rents and other charges to the concerned authority regularly and had been enjoying sixteen annas right and interest therein without any kind of interruption interference and disturbances and against any claim demand whatsoever. She also mutated, recorded her name before the B.L. & L.R.O as absolute Owner and further got her name mutated in the present L.R. Records of Rights in L.R. Dag No. 68/334 under Mouza – Mamudpur and separate L.R. Khatian No. has been created in the name of present owner Arati Mondal as **L.R. Khatian No: 616** and have been paying taxes, rents and other charges to the concerned authority regularly and had been enjoying sixteen annas right and interest therein without any kind of interruption interference and disturbances and against any claim demand whatsoever.

AND WHEREAS by virtue of inheritance , the said Smt. Arati Mondal, the **Owner No.2 herein**, became the absolute owner of **ALL THAT** piece and parcel of Bastu land measuring area about **01(One) Cottahs 14(Fourteen) Chittaks** be the same a little more or less together with one brick built tile shed structure measuring area about 500 Square feet more or less situate and lying at Mouza – Mamudpur , Pargana : Magura , J.L No. 7, Touzi No: 23,26 ,32 and 411, R.S No. 195, comprising Dag No. 68/334, under previous Khatian No: 246, **L.R. Khatian No: 616** , being **Municipal Premises No. 326, Satyen Roy Road, under ward No.120**, Assessee No. 411201212587, **within the jurisdiction of The Kolkata Municipal Corporation, Kolkata-700034, Police Station - Behala**, Additional District Sub-registrar office at Behala , District Sub-registrar office at Alipore , in the District of South 24 Parganas, referred to as **Said Property No.2**.

AND WHEREAS both the plots of land **Said Property No. 1 and 2** are situated side by side and adjacent to each other .

AND WHEREAS both the owners are un- interrupted possession and enjoyment of their respective individual property and they have agreed to amalgamate of their respective properties and they have accorded their respective **No Objection** to amalgamated their below schedule land to obtain a single building plan covering the below schedule land from the appropriate authorized to facilities the construction of the said building .



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AND WHEREAS since the aforesaid plots of land described in the Said Property No. 1 and 2 are contiguous, adjacent and interlinked and in amalgamated nature, both the parties have mutually decided to develop each of their property by constructing a compact housing enclave under a single pool of development, by amalgamating both of their properties into one single Amalgamated Premises and by obtaining a single Amalgamating Premises Number from or by the Authority concerned, said Bhaskar Kumar Sen and Smt. Arati Mondal being the owners of the two plot of land decided to amalgamate the two premises and assessee numbers into one premise and assessee number for their greater benefit and subsequently on 9th day of May, 2024, said Bhaskar Kumar Sen and Smt. Arati Mondal executed registered a Deed of Amalgamation in respect of their Said Property No. 1 and 2 under the terms and conditions as stipulated in the said Deed of Amalgamation, which was registered in the office in District Sub-Registrar- II at Alipore, District South 24 Parganas and recorded in Book No. 1, Volume No. 1602-2024, Page from 218424 to 218444, Being No. 160206575 for the year 2024.

AND WHEREAS subsequently on 15th day of July, 2024, the present owners herein executed one registered Deed of Declaration in respect of the Said Property No. 1 and 2, which was registered in the office of District Sub - Registrar-III Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2024, Being No 1603 11575 for the year 2024.

AND WHEREAS after amalgamating of the aforesaid Said Property No. 1 and 2, said Bhaskar Kumar Sen and Smt. Arati Mondal being the owners, the First parties herein applied before The Kolkata Municipal Corporation Assessment Collection Department for amalgamation of the said two Municipal Premises nos. 1 and 326, Satyen Roy Road, Ward No. 120, which was allowed and the said two properties became amalgamated and newly numbered as being Municipal Premises No. 01, Satyen Roy Road, under ward No.120, Assessee No. 411201202910, within the jurisdiction of The Kolkata Municipal Corporation, Kolkata-700034, Police Station - Behala, Additional District Sub-registrar office at Behala, District Sub-registrar office at Alipore, District South 24 Parganas.

AND WHEREAS by virtue of said amalgamation said Bhaskar Kumar Sen and Smt. Arati Mondal the owners herein jointly seized and possessed of or otherwise well and sufficiently entitled to amalgamated ALL THAT piece and parcel of bastu land measuring area about 5(Five) Cottahs 8(Eight) Chittaks 02(Two) Square Feet be the same a little more or less together with one brick built two storied structure measuring area about 1000 square feet (500 Sqft. on the ground floor and 500 Sqft. on the First floor) more or less AND brick built tile shed structures measuring area about 1000 Square feet more or less standing thereon situate and lying at Mouza - Mamudpur, Pargana : Magura, J.L No. 7, Touzi No: 23,26,32 and 411, R.S No. 195, comprising Dag No. 67 and 68/334, under previous Khatian No: 114, previous L.R. Khatian No. 714,715, at present L.R. Khatian No. 761 and 616, being Municipal Premises No. 01, Satyen Roy Road, under ward No.120, Assessee No. 411201202910, within the jurisdiction of The Kolkata Municipal Corporation, Kolkata-700034, Police Station - Behala, in the District of South 24 Parganas, for the sake of brevity it is to be called and referred as "SAID PREMISES", which is morefully and particularly described in the "FIRST SCHEDULE" hereunder written.

AND WHEREAS that five numbers of tenants are residing and running their business in the Said premises.

AND WHEREAS the present First Parties/ Owners herein sufficiently got possession of the said premises as an Owner.



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AND WHEREAS being lawful and absolute owner thereafter and during peaceful possession and enjoyment over the Said premises, said First Parties are desirous to have their said premises developed for better utilization of the space available therein and they amicably settled that after developed of their said premises, owner namely Shri Bhaskar Kumar Sen will get two numbers of flat, one on the north west side of the first floor and another flat on the south east side of the fourth floor and one number of car parking space being no 2 on the south east side of the ground floor and owner namely Smt. Arati Mondal will get one number of flat on the south east side of the first floor only after handover respective allocation to five numbers of tenanted portions to the existing tenants and rest and remaining portion will acquire by the developer as developers allocation. Be it mentioned here that tenanted and owners portion will be treated as the owners allocation.

AND WHEREAS the First Parties have declared and represented as under:-

- i) The premises of the First Parties are absolutely free from all encumbrances, mortgages, attachments, liens, lispendens of rights of other whatsoever.
- ii) That the said premises does not attract the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 or any other enactment at present in vogue.
- iii) That they have not heretofore entered into any agreement for sale of the said premises or any part thereof nor have they bound themselves by any such condition as would lead to a proceeding under Specific Relief Act in relation to the said property.
- iv.) That they have good right indivisible title and absolute power and authority to transfer their said premises and every part thereof.

AND WHEREAS the First Parties are not in a position to develop the land and structures and lack of knowledge in the matter of construction of building AND WHEREAS the First Parties were in search of a Developer who has sufficient funds and lot of experience and would be capable of land interested to promote and develop the said premises by constructing a new building by investing necessary funds required for the purpose of construction and other incidental purpose.

AND WHEREAS the Second Party / Developer approached the First Parties with the proposal that he would be able to construct a new building upon the said land consisting of several flats as per Rules and Regulations of the Kolkata Municipal Corporation after obtaining necessary plan sanctioned from the Kolkata Municipal Corporation with his own funds and resources.

AND WHEREAS to avoid ambiguity and future disputes as to the meaning of repeated use of some words, phrases and/or expression in these presents the parties hereto have agreed to define the said words, phrases and/ or expressions as follows :-

ARTICLE - I

I. **FIRST PARTIES** : Shall mean and include the 2 (Two) person's names mentioned hereinabove and their respective heirs, executors, administrators, assigns of being Municipal Premises No. 01, Satyen Roy Road, under ward No.120, within the jurisdiction of The Kolkata Municipal Corporation, Kolkata-700034, Police Station - Behala, in the District of South 24 Parganas.

II. **SECOND PARTY** : Shall mean and include name mentioned hereinabove and its successors -in-office, executors, administrators, assigns.

III. **THE PREMISES** : shall mean the of Municipal Premises No. 01, Satyen Roy Road, under ward No.120, within the jurisdiction of The Kolkata Municipal Corporation, Kolkata-700034, Police Station - Behala, in the District of South 24 Parganas.



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IV. **BUILDING PLAN** : shall mean and include all the drawings, specifications for construction, maps or plan as shall be sanctioned in the name of the First Parties by The Kolkata Municipal Corporation and/or other relevant authority for the Development and construction of a building consisting of several flats on the said premises and/or modification thereto made or caused by the Second party in the name of the owners duly signed by the First Parties or their duly authorized agents or Attorney.

V. **ARCHITECT/LBS** : shall mean a qualified Architect/LBS who shall be appointed by the Second Party for the purpose or preparation of plan and for Development of the premises as shall be appointed from time to time by the Second Party .

VI. **BUILDING** : shall mean the proposed multistoried building consisting of several ownership flats to be constructed on the said scheduled premises as per sanctioned plan sanctioned by The Kolkata Municipal Corporation and as per drawings and specifications of constructions more fully described in the Fourth Schedule hereunder.

VII. **OWNER'S ALLOCATION** : shall mean the construction portion detailed in the SECOND SCHEDULE herein below.

VIII. **DEVELOPER'S ALLOCATION**: Shall mean the rest and remaining portion of the building in the premises excluding the First Parties/ Owners Allocation. The said rest and remaining area means several flat or flats garages, car parking spaces and other spaces and proportionate share of common spaces, places, stair cases and the Second Party shall have the right to sell, mortgage lease out and/ or rent out the same in whole or in part together with undivided proportionate share of land at the said **Municipal Premises No. 01, Satyen Roy Road, under ward No.120**, within the jurisdiction of The Kolkata Municipal Corporation (S. S .Unit), more fully described in the **THIRD SCHEDULE** hereunder written with right to enter into Agreement for sale , Deed of Conveyance of flat or flats , Shops, garages, car parking spaces and other spaces together with undivided proportionate share of land with right on common areas and places to the any intending flat buyers and at the choice of the second party and to take advances and total consideration from them without any objection or interruption from the First Parties.

IX. **SALEABLE AREA** : shall mean the flat or flats , Shops, garages, car parking spaces and other spaces at the premises which are available for independent use and occupation of the transferees / Purchasers together with the undivided proportionate share in the land areas of the building and the common areas provisions utilities and facilities attached therein required for such independent user.

X. **COMMON AREAS AND FACILITIES** : Shall mean unless the context otherwise require entrance, corridors all ways paths, stair ways, stair case and its landing ,common lavatories, over head and underground tank, septic tank, lift , boundary wall, water pump motors and other facilities which may be used and enjoyed in common by all the occupants or flat/unit/space of the building as required for the maintenance and/or management of facilities of the building.

XI. **COMMON EXPENSES** : Shall mean unless the context otherwise require all the expenses, ground rents property maintenance charges, dues and outgoings and all other common expenses in respect of the Flats as may be determined jointly by the First Parties and Second Party until an Association is formed by the transferees/ Purchasers of the said flats in the building to be constructed thereon.

XII. **ADVOCATE** : shall mean Sri Sudipta Basak, Advocate approved by the Second Party for that project.

XIII. **TRANSFER**: means giving by a registered Deed of Conveyance/s executed by the First Parties/Owners or by any other person/s duly authorized by them lawfully and legally.

XIV. **TRANSFeree/ PURCHASER** : Shall mean the person, firm, limited company association of persons or any other legal body to whom any flat, garage, car parking space in the building to be constructed thereon will be transferred.



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XV.(a) Words imparting singular shall include plural and vice versa.

(b) Words imparting masculine gender shall include feminine and neuter gender, and similarly words imparting neuter gender shall include masculine and feminine genders.

ARTICLE - II
TITLE AND DECLARATION

1. The First Parties hereby declare that they have good and absolute right title and interest in the said premises mentioned in the First Schedule below without any claim of any right title or interest of any person or persons adversely against them. The Second Party is free and at liberty to make such investigations with regard to the title of the First Parties and has satisfied itself with the right title and interest of the First Parties.

2. That the Second Party / Developer herein shall be liable to construct a Multi Storied building on the said land at the said premises with all common amenities and facilities there to as per specification out of his fund and responsibilities.

3. The First Parties hereby undertake and assure that the Second Party will be entitled to construct and complete the Multi Storied building after Demolition of the whole existing Structure with all responsibilities and benefits as agreed by and between the parties and the Second Party will be further entitled to transfer by way of sale or otherwise as the absolute owner of the Second Party's allocation entire in one lot or in several lots with undivided proportionate share in the land of the said premises without any interference of or from the First Parties or any other person or persons claiming through under or in trust for the First Parties. Be it mentioned here that the salvage of the existing building which will be demolish will be get by the Developer.

ARTICLE - III
EXPLORATION AND DEVELOPMENT RIGHTS

The First Parties hereby grant exclusive right to the Second Party to build up and accept the said premises for the construction of the building and Second Party shall be entitle to enter into contract or agreement or sub-Contracts with any person, company or concern at its own risk and responsibility without encumbering the said premises of the First Parties in any manner whatsoever.

ARTICLE - IV
POWER OF ATTORNEY

The First Parties shall grant to the Second Party or its nominee or nominees such registered Development Power of Attorney as may be required for the purpose of obtaining Building sanction plan and all necessary permissions and approvals from the different authorities in connection with construction of the proposed building and electricity and water supply connections and for the purpose of to execute Agreement for sale ,Deed of Conveyance, lease, Gift , mortgage etc. for sale, or any kind of transfer of the flat or flats garages, shop, car parking spaces and other spaces of the said building including proportionate share of land except the owner's allocation of the building to any intending purchaser or settled terms for sale at any price and be taking earnest money or full payment of consideration.

ARTICLE - V
(PROCEDURE)

1. The First Parties have appointed the Second Party as the Developer of the said premises and the Second Party has accepted such appointment on the terms and conditions hereunder contained.

2. The Second Party hereby agrees to provides three alternative accommodation for the owner and tenants throughout the period of construction of the building as on rent of maximum



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amount of Rs. 3000/- each to the owners, and the Second Party hereby has further agreed to continue to pay the said charges to the Owners till completion / hand over of the owner's allocation.

3. The development of the Premises shall be in the following manner :-

a) Simultaneously with the execution hereof, the First Parties shall hand over to the Second Party all original title deeds, Corporation papers and other title related papers and documents relating to the said premises. It is clarified that the Second party, shall from time to time, allow inspection of the original documents kept with him or any of his representatives or to any person or persons and authority or authorities as may be requested by the First parties till the completion of the Project. Upon completion of the project and the formation of any association and or committee for the maintenance and management of the building, Developer shall return back the all original deeds and related documents to the said Owner's association or the Owners herein.

b) Simultaneously with the execution hereof, the Second Party, as attorney of the First Parties, at its own costs and expenses and for and on behalf of the First Parties, shall cause the plans of the said building to be prepared and deposit the same before sanctioning authority or authorities for the approval and or sanction of the same and get the plans approved and/or sanctioned along with other permissions, clearances or approvals for the said development.

c) That the owners have no objection if the adjacent premises are amalgamated into one and thereafter to develop the amalgamated premises by entering into different development agreement with the adjacent land owner.

d) The second party's advocate Sri Sudipta Basak shall act as an Advocate of the development project and all documents including the documents for sale and transfer shall be prepared and finalized by him.

e) That if after due service of notice of shifting by the Second Party to the First Parties, the First Parties or any one of them fail or fails, neglect or neglects, refuse or refuses and/or delay or delays to take delivery of the possession of their or his/her units or unit in the said building at the said premises within the notice period then the Second Party shall be entitled to file a suit for Specific Performance of Contract against the First Parties collectively and or severally before any competent Court of law having jurisdiction over the same.

g) All applications, plan or plans, papers, declaration and documents requires be depositing or submitting by the Second Party for the approval and or sanction of the plan or plans and or for the development of the project shall be prepared by the Second Party at his own costs and expenses and submit or deposit the same, in the names of the First Parties. The Second Party shall also bear all costs and expenses and make deposits for the sanction of the plan or plans for the construction of the said building to be constructed at the said premises.

h) At any time after the execution of this Agreement, the Second Party shall have the right and shall be entitled to enter into the said premises and to do all preparatory works, as may be necessary for the project.

h) SUBJECT TO : force major and reasons beyond the control of the Second Party, the Second Party shall construct and complete the proposed Building of the said project at his own costs and expenses and deliver vacant and peaceful possession of the unit comprised in the First Parties' Allocation to the First Parties in habitable condition as per the particulars mentioned in the "SECOND SCHEDULE" hereunder written within a period of 24(Twenty Four) months from the date of sanction of the building plan.

i) The Second Party shall construct the said building in the manner as be permissible under the building Regulations and By-Laws of the Kolkata Municipal Corporation and in conformity with the Plans.



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ARTICLE : VI
POSSESSION AND CONSTRUCTION

1. It has been agreed by and between the First Parties and the Second Party to construct, erects and completes the proposed building in the said premises and that the Second Party shall have the entire responsibility of construction of the said building and the First Parties shall have no responsibility regarding construction of the said building.

The Second Party shall deliver the habitable constructed areas/flats to the First parties of their allocated portion according to sanction plan issued by the The Kolkata Municipal Corporation, Building department.

2. From the date of delivery of possession of the First Parties' allocation and till separate assessment by The Kolkata Municipal Corporation, First Parties shall contribute proportionately the taxes and other statutory outgoings on the said premises.

3. The Second Party agrees to complete the construction of the building and properly finish the same within a period of 24(Twenty Four) months from the date of sanction of the building plan . If the second party failed to complete the building within the above period then second party shall pay to each of the first parties consolidated liquidated damages of Rs.2000/- (Rupees Two Thousand only) per month subject to force majeure and reasons beyond the control of the second party.

ARTICLE - VII
COMMON FACILITIES

1. Till all the saleable units within the Second Party's allocation are sold away, the Second Party in consultation with the First Parties shall frame rules for made or user and enjoyment of the residential and other Units of accommodation in the said building, and till formation of a body of the co-owners of the building including the First Parties herein and the purchaser of the Second Party, it will be the responsibility of the Second Party to arrange for maintenance of the common areas and the common utilities of the building and therefore the Second Party will be entitled to realize the cost proportionately from occupiers of the several units of the accommodation.

ARTICLE - VIII
COMMON RESTRICTIONS

It has been agreed by and between the parties hereto that the First Parties' allocation in the building shall be subject to the same restriction on transfer and use as would be applicable to the Second Party's allocation in the new building intended for the common benefits of all occupiers of the entire completed building which shall include the following.

1. The First Parties and the Second Party or the nominees of the Second Party during the subsistence of this agreement shall not use or permit to use their respective portions in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use the same for any purpose which may cause any nuisance, obstruction or hazard in the property or any part thereof.

2. No party shall demolish or permit to demolish any wall or other structure in their respective portions or any part thereof or make any structural alteration therein and without obtaining necessary permission from the concerned statutory authorities.

3. Both the parties shall abide by all laws, bye-laws, rules and regulations of the Government, and/or local bodies and shall be responsible for any violation and/or breach of any of the laws, bye laws rules and regulations in their respective allocations.

4. The respective allottees shall keep the interior walls sewers, drains, pipes and other fittings and fixtures, floor and ceiling etc. in their respective allocation of the building, in good condition and repair and in particular so as not to cause any damage to the building or any other space



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or accommodation therein, and shall keep the other indemnified from and against the consequences of any breach.

5. No party or person(s) claiming through any of the parties herein shall keep or store anything in any of the common areas nor shall otherwise cause any hindrance in any manner whatsoever to the use of the common areas and the common utilities by the Co-owner.

6. No party shall throw or accumulate any filth, rubbish waste or refuse or permit the same to be thrown or accumulated in or around the building or in the compound, corridors or any other portion of the common areas of the building and the premises.

7. In the event of any transfer being made by the parties of their respective allocations, the above conditions shall be made applicable to and binding upon the transferee(s).

ARTICLE - IX SETTLEMENT OF DISPUTES

Any dispute between the parties arising in the course or execution of this Agreement or its interpretation shall be referred to the arbitration of an arbitral tribunal, consisting of three arbitrators (Tribunal), one each to be appointed by the parties hereto and the third one to be appointed by the two arbitrators so appointed. The award of the Tribunal shall be final and binding on the parties.

ARTICLE - X COMMON RIGHTS AND OBLIGATION OF FIRST PARTIES AND SECOND

PARTY

AND WHEREAS the terms and conditions which have been agreed to by and between the parties relating to such development verbally are herein recorded in writing.

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

1. The First Parties agree to appoint and doth hereby appoint the said Second Party for construct building in the premises written in the First Schedule hereunder and the Second Party doth hereby accepts such appointment to act as developer of the premises. The said appointment is immutable by the First Parties save and except the Second Party must not commit any fault in carrying out the development work in the premises as per the building plan and the Second Party shall not contravene the terms stated herein.

2. Subject to the sanction of the building plan the Second Party shall develop and promote the property of the **Municipal Premises No. 01, Satyen Roy Road, under ward No.120**, within the jurisdiction of The Kolkata Municipal Corporation (S. S. Unit), by constructing building as per sanction by The Kolkata Municipal Corporation. The Second Party shall at his own costs, construct erect and complete the building with good and standard sound quality materials as may be specified by the Architects/LBS from time to time. The details of the specification of construction and the materials to be used for such purpose are mentioned and described in the **FOURTH SCHEDULE** hereunder written.

3. The facilities and works mentioned in the **FOURTH SCHEDULE** are the basic needs to make the flats and respective units as modern and habitable. The second party will provide all such amenities at his own cost and expenses. However if the First Parties wishes to avail more modern, extra and up-dated facilities, then and in that case they may request the second party in advance and writing with details of their choice. The Second Party may entertain such request, only if the First Parties pay for such cost of labour charges including cost of materials and marginal profit. Any extra works save and except the facilities given by the second party, in the proposed new premises, will incur extra cost. The said cost and expenses will borne by the First Parties.



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4. The Second Party shall provide in the said building as his own cost pump, water storage, tank with overhead reservoirs, electric connection other facilities as are required to be provided in residential building having self contained apartments or flats. The cost and expenses for the installation of the Mother Meter from C.E.S.C Ltd. and the cost of the necessary electrical installation for the common areas will be borne by the Second Party. On the other hand the owners jointly or severally shall enjoy the liberties to apply, pursue and deposit the necessary payment toward the C.E.S.C Ltd for their respective C.E.S.C meter, at their own cost and expenses.

5. All costs charges and expenses for construction including all taxes of K.M.C, all taxes or khajnas in B.L.&L.R.O and all expenses for documentation for the purpose of Development work, Architects/LBS fees shall be discharged by the Second Party and the First Parties shall bear no responsibility in this context.

6. That the owners herein shall execute, registered any documents and documents for the development of the building or does and executes and to be done or executed or such acts, deeds and things whatsoever for further better and more perfectly assuring the said Premises and every part thereof as shall or may be reasonably required.

7. Simultaneously with the execution of the Agreement the Second Party shall be entitled to negotiate with the any other person to obtain their respective "No objection" in respect of the proposed construction/ development of the premises agreeing to provide space to them an per law.

8. All costs and expenses pertaining to the sanction of the building plan including the payment of requisite fees and other incidental expenses payable to such sanctioning authority shall borne by the Second Party.

9. To enable the Second Party to carry out its obligations, rights authorities, and entitlements under this Agreement the First Parties shall simultaneously grant and execute in favour of the Second Party by a Registered Development Power of Attorney which will be unalterable by the First Parties save and except on commission of a default by the Second Party in complying with the terms and conditions of this agreement.

10. All the legal heir of the owner's above named shall also abide by and confirm such power of Attorney in favour of the Second Party as well as terms and condition of this agreement.

11. That it is agreed by and between both the parties hereto that any other terms may be added, deleted and /or excluded, if necessary, after the execution of these presents as agreed by the both parties hereto and the deed of rectification may be executed between them being the part of these presents, if required, in future.

12. That in the event of death of the any of the owners herein or the proprietor of developer herein of this deed of agreement, if god forbidden, then the legal heirs, successors and/or assignees of them will be stepped in to shoes in place of the dead person and they would to be abide by, observed and obey the all terms and condition as mentioned and written herein and would to be liable to execute and register fresh Development Power of Attorney in respect of the said premises in favour of the developer.

13. That the owners herein and the developer herein have entered in to this agreement purely as a contract and nothing contained herein shall be deemed to construe as partnership between the developers herein and owners herein.

14. The Second Party is hereby empowered by the First Parties to apply and obtain on their behalf and in their name the quotas for steel, cement bricks etc. as may be allocated by the respective authorities for the purpose of development of the premises at the cost of the Second Party and further shall be entitled to obtain temporary or permanent connection of electric service line, water, drainage and to obtain other essential services, utilities, required for the Development of the premises and making the same habitable and tenantable but all such costs and values of materials and expenses shall be paid and borne by the Second Party and the First Parties will not responsible for the same.



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15. The First Parties hereby agree and undertake to deliver the vacant possession of the said premises within **1(One) Month** from the execution of this agreement to the Second Party subject to payment shifting charges for the purpose of Development and construction thereon on execution of this agreement without any objection or hindrances.

16. The Second Party has agreed to deliver the possession of the owner's allocation of new building within stipulated period of **24(Twenty Four) months** from the date of sanction of the building Plan .

17. On completion of the construction of the entire building the First Parties and the Second Party shall punctually and regularly pay for their respective allocation the said rate and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the First Parties and the Second Party and both the parties shall keep each other indemnified against all claims actions, demands, costs and charges and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them at the case may be consequent upon a default by the First Parties or the Second Party in this behalf.

18. As and from the date of satisfactory handing over the **FIRST PARTIES' ALLOCATION** as mentioned above in all respects and duly acknowledged by the First Parties in writing and/or after 30 days from the date of service of notice by the Second Party to the First Parties for accepting the possession of their allocation and the First Parties shall be responsible to pay and bear and shall forthwith pay on demand to the Second Party the service charges for the common facilities in the building with respect of the First Parties' Allocation and said charges may include proportionate share of the building including replacement repair and maintenance charges and expenses of all common wiring pipes, electrical and mechanical equipments, pumps, motors whatsoever as may be mutually agreed from time to time.

19. Any transfer of any part of the First Parties' Allocation in the building shall be subject to the other provisions hereof and the transferee shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges in proportionate share for the said common facilities.

20. The First Parties' Allocation in the building shall be subject to the same restrictions on transfer and use as are applicable to the Second Party's Allocation in the building intended for the common benefits of all occupiers of the new building which shall include the followings.

21. No formal deed of transfer in respect of the Owner's/ First Parties' Allocation shall be required. Developer shall borne necessary expenses or pay necessary registration fees if the owners shall request him to partitioned their respective allocation according to this Agreement on the other hand the First Parties shall at the request of the Second Party sign and execute all such further necessary deeds papers, documents and writings for completion of construction and/or sale of the said Second Party's Allocation or any portion thereof provided that the Second Party as the Constituted Attorney of the First Parties shall also be entitled to sign and execute such deeds, papers writings and documents as may be required from time to time therefore.

22. If the said development work and/or the construction work is suspended due to force majeure like natural calamity. Earth quake, strike riot or civil commotion or promulgation of any law etc. which is beyond the control of the Second Party, then in such event the stipulated time as aforesaid, shall be extended for such period as may be mutually agreed between the parties. But the market condition and Second Party's paucity of fund or financial difficulty shall not be considered to be the reasons beyond control of the Second Party.

23. It is further more agreed by and between the parties hereto that if any unforeseen claimant be arise upon the said premises during the continuation of the construction work of the newly proposed building to be done by the Second Party in that event the First Parties / owners or their nominee or nominees shall be jointly or severally liable to settled the aforesaid demand by the said unforeseen claimant at their cost or expenses.



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24. The Second Party will also keep the First Parties saved, harmless and indemnified against all claims actions suits losses expenses and cost proceedings arise during the construction period of the said building as may be occasioned by the reasons mentioned hereunder.

a) That the Second Party shall pay for violation of rules and regulations prescribed under The Kolkata Municipal Corporation Act and/or infringement of such act or deviation from the sanctioned building plan causing payment of fines or penalty imposed by the said authority for such violation of the building plan.

b) All claims and demands of the suppliers of building materials etc of the premises or all claims arising due to any accident suffered by employees/ workmen engaged by the Second Party to carry out development work in the premises. The Second Party shall solely be liable for compensation for such accident or accidents if any under the workmen's Compensation Act.

c) All claims and demands of the First Parties and occupiers of the adjoining premises due to damage or loss suffered by them in course of hazards in construction work of the premises shall be borne by the Second Party.

25. Both First Parties and the Second Party shall not use or permit to use their respective allocations in the building or any portion thereof for carrying on any unlawful or illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance hazard to the other occupiers of the said building.

26. Neither party shall demolish or permit to demolition of any wall or other structure in their respective allocation or any portion thereof or make structural alteration thereon without the previous consent of the other in this behalf, but such consent shall not be withheld unreasonably.

27. The respective allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particular so as not to cause any damage to the building or any other of their space or accommodation therein.

28. No goods or other items shall be kept by the First Parties or the Second Party or the transferees for display or use or otherwise in the corridor or other places of common use in the Proposed building and in case any obstacle is caused in any manner thereto the person doing so shall be responsible to remove the same at the risk and cost of the other. Neither of the parties shall be entitled to put up any advertisement and/or display hoarding on the exterior walls of the proposed building.

29. The First Parties shall permit the Second Party and the servant and agents without workmen and others at the reasonable limits and by prior notice to enter into and upon the First Parties' allocation and every part thereof for the purpose of maintenance or repairing any part of the Proposed building and/or for the purpose of repairing maintaining, rebuilding, cleaning, lighting, and common facilities and/ or for the purpose of maintaining repairing and testing drains, water pipes and electric wires and for other similar purposes.

30. The First Parties hereby agrees and covenants with the Second Party that they will mutate their own names at their own costs and expenses with the K.M.C. Authority after respective possession of flats in the new building is delivered to the First Parties and the Second Party shall cooperate with the First Parties in this respect.

31. The Second Party's allocation in the proposed building at the said premises is meant for sale as ownership flats. As such the First Parties and the necessary parties shall sign and execute all deeds of conveyances, documents and writings relating to such sale and transfer to the intending purchaser of the said Flats at a price determined by the Second Party without any further demand or charge.

32. The Second Party is at liberty to advertise for sale of the said ownership flats during the Development/ Construction of the building on the said premises and receive advance or consideration from the intending purchasers on Agreement against sale of such flats and



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proportionate land value and shall be entitled to take entire amount of sale proceeds from such purchaser in respect of Second Party allocated share the proposed building.

33. The First Parties hereby agrees and covenants with the Second Party not to do any act, deed or thing whereby the Second Party may be prevented from selling, assigning and/ or disposing if any, of the Second Party's' Allocation in the building at the said property.

34. The First Parties shall not let-out grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Second Party during the period of construction.

35. The First Parties hereby agrees and covenants with the Second Party to transfer the undivided proportionate share allocable and attributable to the Second Party's allocation in favour of the Second Party or its nominee or nominees in such part or parts as the Second Party shall required and for the aforesaid purpose shall obtain all necessary approvals, consents and permission.

36. The parties hereto shall do all acts, deeds and things and sign execute register and deliver all documents and deeds as may be required by the other to enable the parties to own use, occupy and enjoy the respective areas and the parties hereto shall full and absolute right to deal with or transfer their respective areas in the manner as they respectively think fit and proper.

37. The Second Party shall have no right title and interest whatsoever in the owner's allocation and undivided proportionate share pertaining thereof in common facilities and amenities which shall solely and exclusively belong and continue to belong to the First Parties and similarly the First Parties shall have not right or claim in respect of the Second Party's Allocation and undivided proportionate share pertaining thereof in common facilities and amenities as herein provided.

38. The Second Party shall have no right to claim for payment reimbursement of any costs expenses or charges incurred towards construction of the owner's Allocation and of the undivided proportionate share in the common facilities and amenities of the new building. Hence the First Parties/ First part shall never be liable to pay and/or refund such cost or expenses to the Second Party.

39. The Second Party shall in completion of the new building. Put the First Parties in undisputed possession of the owner's Allocation together with all rights in common utility portions of the proposed building thereof.

40. The Second Party hereby agrees and covenants with the First Parties not to do any act, deed or thing whereby the First Parties would be prevented from enjoying, selling, assigning, and/or disposing of any of the owner's Allocation in the said new building at the said property.

41. The Second Party shall be entitled to negotiate with prospective buyers and/or purchasers for sale of Flats and other areas of the building belonging to the Second Party's Allocation and also entered into Agreement for sale with the intending purchaser/ purchasers and to receive earnest money thereof receives the full consideration amount towards sale of Second Parties' Allocation and appropriate the same and the First Parties hereby confirm that the First Parties shall have no claim or demand over the said consideration or amounts in future under any circumstances, whatsoever and howsoever.

42. The First Parties confirms and undertake, that if so required by the Second Party the First Parties shall join as Confirming party to all Agreements and other documents of transfer that may be entered into by the Second Party for sale and/or otherwise transfer of the Flats in the said building of the Second Party Allocation without raising any objection and claiming any Additional Consideration Money.

43. It is understood that from, time to time to facilities the construction of the new building by the Second Party various deed matters and things not herein specified may be required to be done by the Second Party and for which the Second Party may need the authority of the First Parties and various application and other documents may be required to be signed or made by the First Parties relating to the specific provisions may be reasonably required to be done in the manner



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and the First Parties shall execute any such authorization as may be required by the Second Party for the said purpose required by the Second Party for the said purpose and the First Parties also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all such acts deeds matters and things do not in any way infringe on the rights of the First Parties and/ or go against the spirit of this Agreement.

44. That the name of the proposed building in the said premises shall fixed by the Developer herein at his own choice, which shall be inscribed and marked on a marble piece and be fixed on the front wall of the building. It will be displayed prominently to the visitor and open to public eye. The Second Party is also permitted to inscribe its name in a visible place of the building.

45. The First Parties shall not stop work of the Second Party at any stage during the construction by bringing a suit against the Second Party and all order of injunction so long or there is no actionable deviation from the sanctioned building plan and/ or abandonment of work by Second Party.

46. The First Parties shall execute agreement for sale or deed of conveyance in favour of the intending purchaser if necessary when required by intending purchaser in respect of flats including proportionate share of land of Second Party's Allocation in the proposed building of the said premises before the registration office or any offices without claim any further demand and claim from the developer herein.

47. Alipore Judges Court as the case may be shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE
(SAID PREMISES)

ALL THAT piece and parcel of bastu land measuring area about 5(Five) Cottahs 8(Eight) Chittaks 02(Two) Square Feet be the same a little more or less together with one brick built cemented flooring two storied structure measuring area about 1000 square feet (500 Sqft. on the ground floor and 500 Sqft. on the First floor) more or less AND brick built cemented flooring tile shed structures measuring area about 1000 Square feet more or less standing thereon situate and lying at Mouza – Mamudpur , Pargana : Magura , J.L No. 7, Touzi No: 23,26 ,32 and 411, R.S No. 195, comprising Dag No. 67 and 68/334 , under previous Khatian No: 114, previous L.R. Khatian No. 714,715, at present L.R. Khatian No. 761 and 616, being Municipal Premises No. 01, Satyen Roy Road, under ward No.120, Assessee No. 411201202910 , within the jurisdiction of The Kolkata Municipal Corporation , Kolkata-700034, Police Station - Behala, Additional District Sub-registrar office at Behala , District Sub-registrar office at Alipore , in the District of South 24 Parganas, Zone : J.L. Sarani to Rest , which is butted and bounded as follows :-

ON THE NORTH	::	15'7" ft wide road maintained by K.M.C.
ON THE SOUTH	::	Property of Biswanath Das
ON THE EAST	::	Property of Tarapada Sardar and Sankari Mondal
ON THE WEST	::	Property of Ramani Mukherjee



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SECOND SCHEDULE
FIRST PARTY'S ALLOCATION

Shall mean that in the proposed project that the Developer/Second party has agreed to provide free of cost **Five numbers of flats and two numbers parking space and two numbers shops to the Owners herein jointly** as follows:-

1) On completion of the proposed building owners shall be entitled to get **One self contained Flat being No. 1A on the North- East side of the First Floor measuring built up area about 396 (Three Hundred and Ninety Six)square Feet** in habitable and finished condition together with undivided proportionate share of land including the common areas upon the said premises for tenant .

2) On completion of the proposed building owners shall be entitled to get **One self contained Flat being No. 1B on the South- East side of the First Floor measuring built up area about 384(Three Hundred and Eighty Four)square Feet** in habitable and finished condition together with undivided proportionate share of land including the common areas upon the said premises for owner.

3) On completion of the proposed building owners shall be entitled to get **One self contained Flat being No. 1C on the South- West side of the First Floor measuring built up area about 449(Four Hundred and Forty Nine)square Feet** in habitable and finished condition together with undivided proportionate share of land including the common areas upon the said premises for tenant.

4) On completion of the proposed building owners shall be entitled to get **One self contained Flat being No. 1D on the North- West side of the First Floor measuring built up area about 574(Five Hundred and Seventy Four)square Feet** in habitable and finished condition together with undivided proportionate share of land including the common areas upon the said premises for owner.

5) On completion of the proposed building owners shall be entitled to get **One self contained Flat being No. 4B on the South- East side of the Fourth Floor measuring built up area about 597(Five Hundred and Ninety Seven)square Feet** in habitable and finished condition together with undivided proportionate share of land including the common areas upon the said premises for owner.

AND

1) On completion of the proposed building owners shall be entitled to get **One Car Parking Space on the South East side of the Ground Floor called as C.P. No. 1 measuring covered area about 135 (One Hundred and Thirty Five)square Feet** in habitable and finished condition together with undivided proportionate share of land including the common areas upon the said premises for tenant .

2) On completion of the proposed building owners shall be entitled to get **One Car Parking Space being C.P. No. 2 , which is second parking from South East side of the Ground Floor measuring covered area about 135 (One Hundred and Thirty Five)square Feet** in habitable and finished condition together with undivided proportionate share of land including the common areas upon the said premises for owner.



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AND

1) On completion of the proposed building owners shall be entitled to get One Shop being No. 1 on the Road side (front portion) North -East corner of the Ground Floor measuring Carpet area about 80.47(Eighty point Four Seven)square Feet in habitable and finished condition together with undivided proportionate share of land including the common areas upon the said premises for tenant .

2) On completion of the proposed building owners shall be entitled to get One Shop being No. 2 (Road Side) which is Second Shop from the North -East corner of the Ground Floor measuring Carpet area about 80.47(Eighty point Four Seven) square Feet in habitable and finished condition together with undivided proportionate share of land including the common areas upon the said premises for tenant.

The owners shall not any claim or demand over the said allocation in future under any circumstances, whatsoever and howsoever.

The First Parties shall be given the said Flats , shops and parking space in lieu of their Said Premises being given for Development to the SECOND PARTY.

THIRD SCHEDULE
SECOND PARTY'S ALLOCATION

Shall mean the rest and remaining portion of the newly proposed building in the premises excluding the Owner's Allocation. The said rest and remaining area means several flat or flats, Car Parking Spaces , Shops and other spaces and proportionate share including common spaces, places ,stair cases and the Second Party shall have the exclusive right to sell, mortgage lease out and/ or rent out the same in whole or in part together with proportionate share of land at the **Municipal Premises No. 01, Satyen Roy Road, under ward No.120**,with right to enter into Agreement for sale , Deed of Conveyance of flats, Car parking Spaces, Spaces with right on common areas and places to the intending flat buyers etc and to take advances an final consideration Money from them without any claim, objection or interruption from the First Party.

FOURTH SCHEDULE
(SPECIFICATIONS & AMENITIES)

1) Structure :

R.C.C(1:2:3) framed structure with 1st class 8" brick external wall , 3" internal walls and 5" partition walls between flats in sand cement mortar (1:5) , ½" thick plaster with sand , cement mortar (1:5) inside and outside plaster.1/4" thick plaster with sand cement mortar(1:4) in ceiling plaster.

2)Flooring :

Marble/ vitrified floor with skirting for bed room, dining and drawing ,kitchen toilet door seal.

3) Kitchen:

Black stone cooking desk, Steel,sink ,3 pieces black stone shelves 2' 6" high glazed tiles dados above cooking desk.

4) Toilet:

6' high tiles dado above the skirtings .

5) water plumbing:

Installation of K.M.C water upto underground reservoir, electric motor pump provision would be there for lifting water upto overhead tank for distributing of water for the building .



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6) sanitary and plumbing :

Concealed ½" G.I pipe (medium) ISI mark line with necessary fittings – 1 EWC white commode with Cover , 2 pvc cistern , 1 white basin, 1 Showers , and underground sewerage connection.

7) Electricity: Fully concealed wiring and earthing , 1 mcv and 1 AC point for each flat , 2 point extra with switch (5Amp) for each board.

Bed rooms : concealed wiring with necessary switch boards have three light point , one fan point and one 15 amp. Plug points for each bed room. All wiring main line 2mm sq. and all point will be 1.5 mm sq. all wire and switch will be reputed make and ISI mark .

Drawing/ Dining : three light point , one fan point and one 15 amp plug point for refrigerator . And one 5 amp. Plug point and one 5 amp. Plug point for T.V , one telephone point.

Kitchen : One light point , one exhaust fan point and one heater point one no. point . And one extra point for MO and oths.

Toilet (Common): one Light point, one No. of Exhaust Fan point, one no of gizzer point for each toilet .

Toilet (Attached): one Light point, one No. of Exhaust Fan point, one no of gizzer point for each attached toilet .

Verandah : light point-1pc, 1 no 5 amp plug point on switch ,

Door entrance light point-1pc, One no calling bell point for main entrance of the flat , 1 no 15 amp plug point for washing machine.,

8) Doors:

Doors and standard make with wood frame with commercial flash door in all rooms, kitchen and toilet. main door one side lamination .

Eye View:

1 no. (Main Door) in flats.

1 no. Door stopper in every door.

Hasp Bolt and d. Handle in each door.

9) windows:

All windows of aluminium sliding with iron covering .

10) Colour:

All wall finished with P.O.P without painting of internal walls , Weather coat colour for outer walls , synthetic enamel paint on grills.

11) Extra work:

Any extra work other than our standard specification shall be changed extra as decided by authorized engineer and such amount shall have to be deposited before the execution of the said extra work.

FIFTH SCHEDULE
(THE COMMON AREAS)

1. **AREAS**

- a) Entrance and exits to the premises and the Building
- b) Boundary walls and main gate of the premises.
- c) Stair case, stair head room and lobbies on all the floors.
- d) Entrance lobby, electric/utility space, water pump room, if any, Common installations on the roof and in the ground floor and also in each floor.
- e) Right to access on the roof above the top of the floor of the Building.
- f) The open land in the premises, foundation columns, beams, supports, common passage, and boundary walls of the building.



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2. WATER PLUMBING AND DRAINAGE

- a) Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any unit/ or exclusively for the same.
b) Water supply system of the whole building.
c) Water pump, underground and over head water reservoirs together with all common plumbing, installations for carriage of water (save only those are within the exclusive area of any unit and/ or exclusively for its use.

3. ELECTRICALS INSTALLATIONS

- a) Electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any unit/ or exclusively for its use)
b) Lighting of common portions.
c) Electrical installations for receiving electricity from suppliers and meters for recording the supply.
d) Electric installation for any machinery.
e) Machineries and accessories, if any.(at extra cost).
f) Lift.

4. OTHERS.

- a) Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the Building as are necessary for passage to and/or user of the units in common by the Co-owners.

IN WITNESS WHEREOF the PARTIES hereto have executed these presents on the day, month and year first above written.

SIGN SEALED EXECUTED AND DELIVERED by the PARTIES at Kolkata In the Presence of :-

WITNESSES :-

1. Nirmalya Ghosal
Son of Sagar Ghosal
P-5 Senapati Colony Behala
Kolkata - 700034.
2. *(Handwritten signature)*
(Handwritten signature)
(Handwritten signature)

1) Bhabhar KUMAR SEN



2)

by the pen of

(Handwritten signature) LTI of Arati Mondal.

SIGNATURE OF THE FIRST PARTY/OWNER

Sagar Ghosal

SIGNATURE OF THE SECOND PARTY/DEVELOPER

Drafted by me :

(Handwritten signature)

SUDIPTA BASAK
Advocate,

Alipore Judges Court.
Kolkata - 700027

Enrolment No. WB. 518/2002

Computer printed by

Print & Graphics, Kolkata-700038.

Nirmalya Construction

(Handwritten signature)
Proprietor



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SOUTH 24 PARGANAS, ALIMPARA
15 JUL 2024



	Thumb	1 st finger	Middle finger	Ring finger	Little finger
LEFT HAND					
RIGHT HAND					

NAME BHASKAR KUMAR SEN

SIGNATURE Bhaskar Kumar Sen



	Thumb	1 st finger	Middle finger	Ring finger	Little finger
LEFT HAND					
RIGHT HAND					

NAME ARATI MONDAL

By the Pen of
LTI of Arati Mondal

SIGNATURE



	Thumb	1 st finger	Middle finger	Ring finger	Little finger
LEFT HAND					
RIGHT HAND					

NAME SAGAR GHOSAL

SIGNATURE Sagar Ghosal



DISTRICT SUB-REGISTRAR
SOUTH 24 PARGANAS, ALMIR
15 JUL 2024

Major Information of the Deed

Deed No :	I-1603-11577/2024	Date of Registration	15/07/2024
Query No / Year	1603-2001790484/2024	Office where deed is registered	
Query Date	09/07/2024 12:41:10 AM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	SUDIPTA BASAK Alipore, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9433098208, Status Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 1,07,07,440/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,020/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



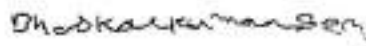


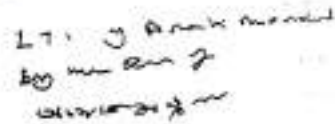
District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Satyen Roy Road, Road Zone : (James Long Sarani -- Rest) . , Premises No: 01, . Ward No: 120 Pin Code : 700034

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	5 Katha 8 Chatak 2 Sq Ft		96,57,440/-	Width of Approach Road: 16 FL,
Grand Total :				9.0796Dec	0 /-	96,57,440 /-	

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.	0/-	7,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L1	1000 Sq Ft.	0/-	3,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1000 Sq FL, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		2000 sq ft	0 /-	10,50,000 /-	



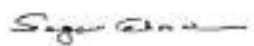
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr BHASKAR KUMAR SEN Son of Late KAMAL KUMAR SEN Executed by: Self, Date of Execution: 15/07/2024 , Admitted by: Self, Date of Admission: 15/07/2024 ,Place : Office	 15/07/2024	 LTI 15/07/2024 Captured	 15/07/2024
P-12, SENHATI COLONY, City:- , P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,Date of Birth:XX-XX-1XX1 , PAN No.:: BOxxxxxx9K, Aadhaar No: 33xxxxxxxx5967, Status :Individual, Executed by: Self, Date of Execution: 15/07/2024 , Admitted by: Self, Date of Admission: 15/07/2024 ,Place : Office				
2	Smt ARATI MONDAL Daughter of Late ARJUN DAS Executed by: Self, Date of Execution: 15/07/2024 , Admitted by: Self, Date of Admission: 15/07/2024 ,Place : Office	 15/07/2024	 LTI 15/07/2024 Captured	 15/07/2024
387, DR. AKHYA PAL ROAD, City:- , P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India,Date of Birth:XX-XX-1XX3 , PAN No.:: BUxxxxxx6P, Aadhaar No: 64xxxxxxxx3751, Status :Individual, Executed by: Self, Date of Execution: 15/07/2024 , Admitted by: Self, Date of Admission: 15/07/2024 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	NIRMALYA CONSTRUCTION P/5, SENHATI COLONY, City:- , P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Date of Incorporation:XX-XX-1XX7 , PAN No.:: BBxxxxxx4K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl. No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri SAGAR GHOSHAL (Presentant) Son of Late SUPRAKASH GHOSHAL Date of Execution - 15/07/2024, , Admitted by: Self, Date of Admission: 15/07/2024, Place of Admission of Execution: Office		 Captured	
	Jul 15 2024 11:18AM	L1 15/07/2024	15/07/2024	
P/5,SENHATI COLONY, City:- , P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX7 , PAN No.:: BBxxxxxx4K, Aadhaar No: 42xxxxxxxx8178 Status : Representative, Representative of : NIRMALYA CONSTRUCTION (as SOLE PROPRIETOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Sudipta Basak Son of Mr H P Basak Alipore Judges Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027		 Captured	
	15/07/2024	15/07/2024	15/07/2024
Identifier Of Mr BHASKAR KUMAR SEN, Smt ARATI MONDAL, Shri SAGAR GHOSHAL			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr BHASKAR KUMAR SEN	NIRMALYA CONSTRUCTION-4.53979 Dec
2	Smt ARATI MONDAL	NIRMALYA CONSTRUCTION-4.53979 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr BHASKAR KUMAR SEN	NIRMALYA CONSTRUCTION-500.00000000 Sq Ft
2	Smt ARATI MONDAL	NIRMALYA CONSTRUCTION-500.00000000 Sq Ft

Transfer of property for S2

Sl.No	From	To. with area (Name-Area)
1	Mr BHASKAR KUMAR SEN	NIRMALYA CONSTRUCTION-500.00000000 Sq Ft
2	Smt ARATI MONDAL	NIRMALYA CONSTRUCTION-500.00000000 Sq Ft