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

District Sub-Register-II
Alipore, South 24-Parganas

12 AUG 2022

DEVELOPMENT/JOINT VENTURE AGREEMENT
(Agreement between Land Owner and Developer)

THIS DEVELOPMENT/JOINT VENTURE AGREEMENT is made on this the
12th day of August, **TWO THOUSAND TWENTY TWO (2022)**;

-BETWEEN-

SL. NO. 15787.....DT. 10/08/2022

NAME.....Paltu Doss (Advt.)

ADDRESS.....Alipore Police court
Kolkata - 700027

RS.....500/-


TANMOY KAR PURKAYASTHA
(STAMP VENDOR)
ALIPORE POLICE COURT
KOLKATA-27



Identified by me
Debanish Bagchi
S/o, Late Ajoy Bagchi
2/8, Vidyasagar
P.O. - Baghajatin
P.S. - Patuli
Kolkata - 700086
Service

District Sub-Registrar-II
Alipore, South 24 Parganas

12 AUG 2022

SRI SURENDRA JAIN alias **SRI SURENDRA KUMAR JAIN** (PAN – ADXPJ1201C, Aadhaar No. 3224 4820 2556) son of Late Omprakash Jain, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at 25, College Street, 2nd Floor, opp. Medical College Hospital, Post Office – Chittaranjan Avenue, Police Station – Muchipara, Kolkata-700073, hereinafter called and referred to as the “**OWNER/FIRST PARTY**” (which terms or expressions shall unless repugnant to the context shall deem to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the **ONE PART**;

-AND-

IGNITE CONSTRUCTION (PAN – AAJFI3419E) with its principal place of business at 138/2, Baghajatin Place, Ground Floor(15B, Baghajatin Place), Assessee No. 31-101-10-0158-4, Post Office – Baghajatin, Police Station – formerly Jadavpur thereafter Patuli, Kolkata – 700086, represented by its partners namely (1) **SRI PARTHA DAS** (PAN – ARAPD0771C, Aadhaar No. 6829 1398 7836) son of Sri Manik Das, by faith – Hindu, by Occupation – Business, by Nationality – Indian, resident of 92/1, Baghajatin Place, Post Office – Baghajatin, Police Station – formerly Jadavpur thereafter Patuli, Kolkata – 700086 and (2) **SMT. SRABANI BAKSHI** (PAN – AZEPB 4121G, Aadhaar No. 9559 0664 4033) wife of Sri Bidhan Bakshi and daughter of Sri Kanai Lal Sen, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at Bagula, Purba Para, Post Office – Bagula, Police Station – Hanskhali, District – Nadia, PIN – 741502, hereinafter called and referred to as the “**DEVELOPERS/SECOND PARTY**” (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, successors, administrators, legal representatives, succession-in-office and assigns) of the **OTHER PART**;



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WHEREAS one Nanda Lal Gangopadhyay was the sole and absolute Owner and possessor in respect of Sali Land measuring more or less 14 Decimals lying and situate at Mouza – Garagacha, Police Station – Sonarpur under J.L.No.45, R.S.No.141, Touzi No. 56 under C.S.Khatian No. 48, R.S. Khatian No. 32, L.R.Khatian No. 95, comprised in C.S.Dag No. 96, R.S.Dag No. 98, L.R.Dag No. 105, at present within the limits of The Rajpur-Sonarpur Municipality, Ward No. 1 in the District South 24-Parganas, alongwith other landed property, by way of purchase from the then Owner The Ballygunge-Estate Private Limited of 220/A, Rash Behari Avenue, Kolkata – 700 029, by virtue of a registered Deed of Sale and the said deed was duly registered in the office of the Sub-Registrar at Baruipore, recorded in Book – I, Volume No. 92, Pages 75 to 79, Deed No. 8110 for the year 1958.

AND WHEREAS while seized and possessed the aforesaid landed property, by virtue of a registered Deed of Sale on 17-08-1991 said Nandalal Gangapadhyay sold, conveyed and transferred a plot of Sali Land measuring more or less 3(Three)Cottah out of the aforesaid property in favour of Sri Manabendra Nath Roy Chowdhury, Sri Prayendra Nath Roychowdhury and Sri Indranath Roychowdhury all sons of Late Samarendra Nath Roychowdhury and the said deed was duly registered in the office of the Sub-Registrar at Sonarpur and recorded in Book – I, Volume No. 110, Pages 128 to 132, Deed No. 5971 for the year 1991.

AND WHEREAS while seized and possessed the aforesaid landed property, by virtue of a registered Deed of Sale executed on 26-03-1999 corresponding to 11th day of Chaitra, 1405 B.S. .said Sri Manabendra Nath Roychowdhury, Sri Pranayendra Nath Roychowdhury and Sri Indranath Roychowdhury jointly sold, conveyed and transferred their aforesaid plot of Sali Land measuring more or less 3(Three)Cottas out of the aforesaid property in favour of Sri Santi Brata Some son



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of Late Prabhat Chandra Some of P.C.L.B., Type 4, Quarter No. 4/4, Telephone Complex, Baishnabghata-Patuli, Kolkata – 700094, the Vendor of said Deed and the said Deed was duly registered in the Office of the Additional District Sub-Registrar at Sonarpur and recorded in Book –I, Volume No. 35, Pages 304 to 309, Deed No. 2163 for the year 1999.

AND WHEREAS thereafter said Sri Santibrata Some son of Late Prabhat Chandra Some of Baishnabghata Patuli Telecom Housing Complex, Parcel-B, Type-4, Quarter No. 4/4, Post Office – Panchashayar, Police Statin – Jadavpur, Kolkata – 700094 then residing at Block-D, Quarter No. 501, Telecom Colony, 82, Ballygunge Place, Police Statin – Ballygunge, Kolkata – 700019, by virtue of a registered Deed of Sale executed on 05-09-2001 corresponding to 19th day of Vadra, 1408 B.S. purchased another adjacent plot of land i.e. 16' fts. wide private passage East to West facing measuring more or less 8(Eight)Chittak on the Eastern side of the aforesaid plot of land measuring 3(Three)Cottah from the then Owner Sri Nandalal Gangopadhyay son of Late Kalipada Gangopadhyay of Kanchan Apartment, Balia, Post Office – Garia, Kolkata – 700084, for the purpose of his rights of egress and ingress from the 11' fts. wide common passage up to his previous purchased 3(Three)Cottah landed property and the said Deed was duly registered in the office of the Additional District Sub-Registrar at Sonarpur, recorded in Book – I, Volume No. 122, Pages 26 to 31, Deed No. 7253 for the year 2001.

AND WHEREAS thus said Sri Santibrata Some became the sole and absolute Owner and possessor in respect of Sali Land measuring more or less 3(Three)Cottah alongwith the Eastern side Private Passage measuring more or less 8(Eight)Chittak total measuring more or less 3(Three)Cottahs 8(Eight)Chittak lying and situate at Mouza – Garagacha, P.S. Sonarpur, under J.L.No. 45, R.S.No. 141,



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Touzi No. 56, under C.S.Khatian No. 48, R.S.Khatian No. 32, L.R.Khatian No. 95, comprised in C.S.Dag No. 96, R.S.Dag No. 98, L.R.Dag No. 105, within the limits of Rajpur-Sonarpur Municipality, Ward No. 1 in the District of South 24-Parganas and since then the Sri Santibrata Some therein had been seizing and possessing his aforesaid property without any claim, demand, attachments and encumbrances whatsoever from any corner by paying rents, taxes to the appropriate authorities.

AND WHEREAS *while seized and possessed the aforesaid landed property, said Sri Santibrata Some sold, conveyed and transferred his aforesaid plot of Sali Land measuring more or less 3(Three)Cottah alongwith the Eastern side Private Passage measuring more or less 8(Eight)Chittak for the purpose of own egress and ingress rights from 11' fts. wide common passage upto the said property 3(Three)Cottah TOTAL measuring more or less 3(Three)Cottah 8(Eight)Chittak being Scheme Plot No. 1, lying and situate at Mouza – Garagacha, P.S. Sonarpur, under J.L.No. 45, R.S.No. 141, Touzi No. 56, under C.S.Khatian No. 48, R.S.Khatian No. 32, L.R.Khatian No. 95, comprised in C.S.Dag No. 96, R.S.Dag No. 98, L.R.Dag No. 105, within the limits of Rajpur-Sonarpur Municipality, Ward No. 1 in the District South 24-Parganas including all rights of ingress and egress and all easement rights together with all right, title, interest, possession in favour of SRI SURENDRA KUMAR JAIN, by way of a Deed of Sale which was executed on 24-04-2007 and duly registered on 17-05-2007 in the Office of the District Sub-Registrar – IV at Alipore, District South 24-Parganas and recorded in Book –I, Volume No. 10, Pages 1114 to 1141, Deed No. 01416 for the year 2007.*

AND WHEREAS *said SRI SURENDRA KUMAR JAIN become absolute sole owner of Sali Land measuring more or less 3(Three)Cottahs of R.S.Khatian No. 32 under R.S.Dag No. 98 corresponding to L.R.Khatian No. 95 under L.R.Dag No. 105*



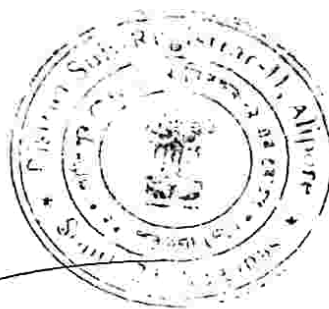
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by way of purchase and he recorded his land in L.R./Hal Settlement comprised in L.R.Khatian No. 672(new) under L.R.Dag No. 105.

AND WHEREAS said present owner become sole and absolute owner of said Sali land which is described in the **Schedule 'A'** hereunder written and he has in peaceful possession, occupation, and enjoyment over the said property and the said property is free from all encumbrances.

AND WHEREAS due to develop the said property, the owner have decided to construct a proposed/new G+III (Ground plus Three) storied building thereon as per sanctioned building plan of The Rajpur-Sonarpur Municipality, Ward No. 1 but due to paucity of fund and lack of technical knowledge could not materialize the construction of a proposed/new G+III (Ground plus Three) storied building of the **Schedule "A"** mentioned property and the owner did not able to fulfill his desire and in this connection the Owner has approached to the Developer/second party herein to construct a proposed/new G+III (Ground plus Three) storied building upon the **Schedule 'A'** below property at its own cost and expenses with proportionate land share and the Developer has accepted the proposal of the owner and agreed to construct a proposed/new G+III (Ground plus Three) storied residential building thereon as per sanctioned plan issued by the authority concerned.

AND WHEREAS the Owner is desirous to develop the said property by constructing a proposed/new G+III (Ground plus Three) storied residential building thereon and with this intention he offered to the Developer and the Developer herein has agreed to develop the same by constructing a G+III (Ground plus Three) storied building upon the said property as per sanctioned plan which to be obtained from the office of the Rajpur-Sonarpur Municipality, Ward No. 1 and in



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which the Developer has agreed to develop the same in the terms and conditions hereinafter referred and the said Developer accept the same.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

ARTICLE – I : DEFINATIONS

In these presents unless there is something repugnant to or inconsistent with :-

1.1. OWNER: Shall mean the **SRI SURENDRA JAIN** alias **SRI SURENDRA KUMAR JAIN** (PAN – ADXPJ1201C, Aadhaar No. 3224 4820 4556) son of Late Omprakash Jain, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at 25, College Street, 2nd Floor, opp. Medical College Hospital, Post Office – Chittaranjan Avenue, Police Station - Muchipara, Kolkata-700073, as stated above and his heirs & successors, executors, administrators, representatives and assigns.

1.2. DEVELOPER : Shall mean the said **IGNITE CONSTRUCTION** (PAN – AAJFI3419E) with its principal place of business at 138/2, Baghajatin Place, Ground Floor(15B, Baghajatin Place), Assessee No. 31-101-10-0158-4, Post Office – Baghajatin, Police Station – formerly Jadavpur now Patuli, Kolkata – 700086, represented by its partners namely (1) **SRI PARTHA DAS** (PAN – ARAPD0771G, Aadhaar No. 6829 1398 7836) son of Sri Manik Das, by faith – Hindu, by Occupation – Business, by Nationality – Indian, resident of 92/1, Baghajatin Place, Post Office – Baghajatin, Police Station – formerly Jadavpur now Patuli, Kolkata – 700086 and (2) **SMT. SRABANI BAKSHI** (PAN – AZEPB 4121G, Aadhaar No. 9559 0664 4033) wife of Sri Bidhan Bakshi and daughter of Sri Kanai Lal Sen, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at Bagula, Purba Para, Post Office – Bagula,

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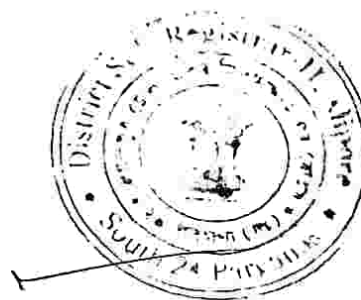
Police Station – Hanskhali, District – Nadia, PIN – 741502 as stated above and its heirs & successors or assigns.

1.3. PROPERTY: *Shall mean entirely the said plot of Sali Land measuring more or less 3(Three)Cottah alongwith the Eastern side Private Passage measuring more or less 8(Eight)Chittak for the purpose of own egress and ingress from 11' fts. wide common passage upto the said property i.e. 3(Three)Cottah TOTAL measuring more or less 3(Three)Cottah 8(Eight)Chittak being Scheme Plot No. 1, which is lying and situated at Mouza – Garagacha, Police Station - Sonarpur, J.L.No. 45, R.S.No. 141, Touzi No. 56, comprised in C.S.Khatian No. 48 under C.S.Dag No. 96, R.S.Khatian No. 32 under R.S.Dag No. 98, previously L.R.Khatian No. 95 corresponding to now L.R.Khatian No. 672 under L.R.Dag No. 105, within the limits of the Rajpur-Sonarpur Municipality, Ward No. 1, Holding No. 22, District of South 24-Parganas including all rights of ingress and egress of adjacent road, morefully described in the **Schedule 'A'** hereunder written.*

1.4. BUILDING : *Shall mean the building in the necessary in accordance with the plan sanctioned by the Rajpur-Sonarpur Municipality and other appropriate authority to construction and shall include other spaces instated for the enjoyment of the building by its occupation on such having as may be agreed with him*

1.5. OWNER'S ALLOCATION

That regarding allocation of Owner's share and monetary benefit, the party of the First Part and the party of the Second Part i.e. "Owner and Developer" have been agreed with full satisfaction and the Owner's Allocation are fixed



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and clearly described in the *Schedule "B"* respectively below, shall be prayed and divided under this manner :-

The Owner shall entitle to get 50% of the said G+III (Ground plus Three) storied building which is described in following manner :

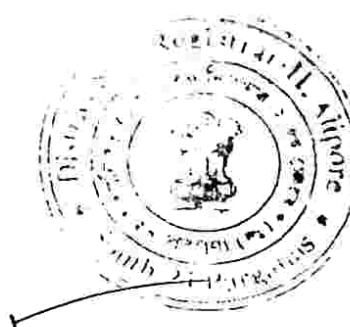
- (a) Ground Floor – 50% from the North-West Side;*
- (b) 1st Floor : Entire first floor ;*
- (c) 3rd Floor i.e. Top Floor - 50% ;*
- (d) No Shifting.*

That the Developer also will be pay a sum of RS. 15,00,000(Rupees Fifteen Lakh)only which is refundable security money:

- (a) RS. 15,00,000 at the time of signing/executing this Agreement. The said refundable security deposit money of RS. 15,00,000(Rupees Fifteen Lakh) only shall be refunded to the Developer at the time of completion of Building and delivery of Completion Certificate to the said Owner.*

If the Owner shall not repay/refund/return the said Security Deposit of RS.15,00,000(Rupees Fifteen Lakh)only to the said Developer within stipulated time, in that case the said Developer shall deducted from Allocation portion of the Owner as per both parties mutual consent.

- (e) The Owner shall execute a Registered Development Power of Attorney in favour of Developer for selling the allocated portion of Developer to the intending purchaser(s) at the choice of the Developer and also mentioned here that the Owner shall have no right to revoke the D.P.A. of the Owner get its allocation as stated hereinafter before.*



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The Owner's Allocated portion more fully described in the Schedule 'B' hereunder written to be constructed and completed by the Developer together with undivided proportionate share of the land underneath of the proposed/new G+III(Ground Plus Three) Building and interest of the common areas & facilities which is more fully described in the Schedule 'D'.

1.6. DEVELOPER'S ALLOCATION:

The Developer shall entitle to get rest/remaining 50% of total constructed area (save & except Owner's Allocation) of the proposed/new G+III (Ground plus Three) storied Building save & except Owner's Allocation portion which are described in the following manner :

(a) Ground Floor – 50% from the South-East Side;

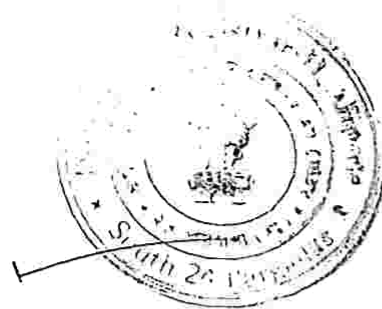
(b) 2nd Floor : Entire second floor ;

(c) 3rd Floor i.e. Top Floor – 50% ;

And also the absolute right on the part of the Developer to enter into agreement for sale, transfer or any way of deal with the intending purchaser(s) or party/parties together with common rights and facilities provided in the said building which are more fully described in the Schedule 'D'.

Be it specifically mentioned that if the owner and the developer shall jointly agree to sale/convey/transfer their own 50% allocation of the Third floor i.e. top floor in that case the entire sale proceed money shall be received by both the Owner and the Developer equally i.e. 50% of total sale proceed amount each of them.

The Developer's Allocated portion more fully described in the Schedule 'C' hereunder written, constructed and completed by the Developer together with un-



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divided proportionate share of the land underneath of the proposed/new Building and interest of the common areas & facilities which is more fully described in the Schedule 'D'.

- 1.7. OLD BUILDING :** *Shall mean the old building structure now standing upon the said plot of homestead land which will be demolished by the Developer at its own cost and after demolishing the said old building the said demolishing materials will take by the Developer at its own cost.*
- 1.8. ARCHITECT :** *Shall mean the person who may be appointed by the Developer for designing and planning of the said building constructed as per sanctioned plan.*
- 1.9. COMMENCEMENT :** *This agreement shall be deemed to have commenced with effect from 12th day of August, 2022.*
- 1.10. BUILDING PLAN :** *Shall mean plan for the construction of the proposed/new G+III (Ground plus Three) storied building or which shall be sanctioned by the Rajpur-Sonarpur Municipality and shall include any amendment thereto and/or notification thereof.*
- 1.11. FLOOR AREA:** *Shall mean the floor area ratio possible and sanctioned for construction and on the said premises according to the proposed/new G+III (Ground plus Three) storied building as per rules of the Rajpur-Sonarpur Municipality.*
- 1.12. FLAT AND/OR UNIT :** *Shall mean the different portions of the proposed building which are capable of being exclusively used and occupied by any persons independently of the other person or persons using and occupying other flats or units.*



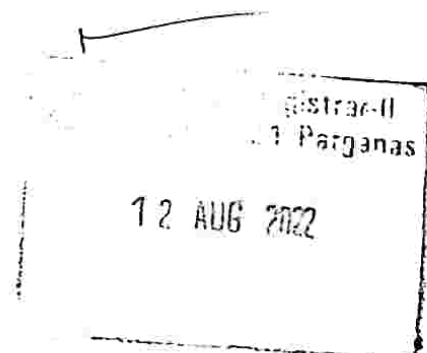
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- 1.13. COMMON AREA :** *Shall mean all areas which are common to the flats or units e.g. common passage, stair case, lobbies, water pump, electricity, meter room, passage, underground water reservoir, overhead water tank and other common space/spaces to be available for the common use.*
- 1.14. COMMON PARTS :** *Shall mean the installation in that building of common use and utility and shall also include the common area.*
- 1.15. COMMON FACILITIES:** *Common facilities and amenities shall include corridors, roof, drainage and sewerage line and connection all plumbing installation, meter, pump, care taker room if any, stairways, passage ways etc. and other facilities which may be mutually agreed upon between the parties required for establishment, location, enjoyment, provisions, maintenance and/or management of the buildings and/or the common facilities or any of them thereon as the case may be roof and the terraces of the buildings shall be enjoyed jointly and undividedly by the owner and the Developer proportionately and all such common areas to be included as salable area in respect of flats and spaces in the proposed/new building at the said premises.*
- 1.16. TRANSFER :** *Shall mean with its grammatical variations shall include transfer by possession and/or by any other means adopted for effecting what is understood as a transfer space in the said new building to purchaser/purchasers thereof although the name may not announce to a transfer in law without causing any manner of inconveniences or disturbances to the Owner.*

ARTICLE –II: OWNER’S RIGHTS, OBLIGATIONS & LIABILITIES

- 2.1.** *The Owner is seized and possessed of and otherwise well and sufficiently entitled to the said property and has agreed to make over and or deliver*



possession of the same to the Developer simultaneously with the execution of this agreement for the purpose of developing of the said property on the terms and conditions as stated hereinafter.

- 2.2. That there is no suit or proceedings pending regarding title and or any portion thereof. The Developer is entering into this agreement relying on the aforesaid representation and/or assurances made by the Owner and acting on good faith thereof.*
- 2.3. This Owner hereby grants the exclusive right to the Developer to build and/or construct, erect the old building and complete the proposed new building for residential purpose by entering into agreement for sale and/or transfer of construction in respect of the Developer's Allocation in accordance with the building plan to be sanctioned by the Municipal authority or with amendment and/or modification made or caused to be made by the Developer in accordance with the Rules and Regulations of the said authority and complete the said building on the said property the sanctioned building plan issued by the concerned authority.*
- 2.4. To obtain the sanction building plan the Developer has right to appoint one Architect for designing and planning for the said building. After obtaining the said sanctioned building plan the Developer has no need to take permission from the Owner to start the construction works.*
- 2.5. The Owner or his heirs shall be entitled to sell, transfer or otherwise deal with the Owner's Allocation only of the proposed building.*
- 2.6. The Owner shall deliver immediately the possession of the said property to the Developer with the execution of this agreement to enable the Developer to*



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propose with the sanctioned plan of the proposed building from the Municipal Authority.

- 2.7. The Owner shall convert from Sali land to Bastu land at his own cost and expenses from the authority concern before stating the new construction and the said Developer shall deliver the Original paper & documents of convention to the said Developer without any objection.*
- 2.8. The Owners shall execute a Development Power of Attorney in favour of the Developer to assist the Developer as may be required by the Developer for the purposes of construction of the proposed building in accordance with the sanctioned building plan for residential purpose i.e. to sell the flat/flats, car parking space/spaces along with undivided proportionate share and interest in the land underneath the building together with common rights and facilities on the said building to be constructed to the intending purchaser/purchasers as well as to deal with the Developer's Allocation in the proposed building but the Owner will not be liable for the said construction.*
- 2.9. That the Owner shall render his best co-operation and assistance to the Developer with regard to the proposed development and construction as aforesaid as may from time to time required.*
- 2.10. That the execution of this presents the Owner has authorized and allowed the Developer to put up the notice sign boards therein indicating the proposed Development Scheme of the Developer on the said property.*
- 2.11. The Owner hereby declares that he has a marketable title to the said land of the said premises and the said premises is free from all encumbrances.*



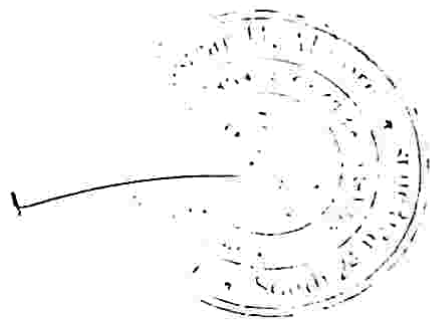
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- 2.12. *That the Owner shall put the Developer, exclusive and undisputed possession of the said premises and shall not in any way interfere with the possession of the Developer and shall not disturb or cause obstruction in the construction or development of the said premises.*
- 2.13. *That the Owner shall execute the Deed of Conveyance or Conveyances in favour of the Developer or its nominee or nominees or nominated person/persons in such form or forms as shall be required by the Developer and all costs and expenses including stamp duty and registration charges etc. shall be borne and paid by Developer or its nominee or nominees or nominated person/persons save and except the Owner's Allocation.*
- 2.14. *That none other than the Owner or his heirs, executors, successors, administrators, legal representatives and assigns have any claim, right, title and/or demand over and in respect of the said premises and/or any portion thereof.*
- 2.15. *That there is no excess vacant land at the said property within the meaning of the urban land (ceiling and regulation) act, 1976.*
- 2.16. *In consideration of the Owner having agreed to permit the Developer to residentially exploit and the said property and to construct, erect and build a new building in accordance with the sanctioned plan to be sanctioned by the Rajpur-Sonarpur Municipality and in accordance with the specification and materials description of which are stated in details in **Schedule – F** below.*
- 2.17. *That the said Owner shall not claim upon the demolishing materials after demolishing of the existing old structure and trees which is lying in the said premises and the Developer will be entitled to enjoy the said materials and trees without any objection from the said Owner, but the Developer shall*



bound to bear all cost and expenses for demolishing said old structure of the said premises.

- 2.18. That the Owner shall execute a registered Development Power of Attorney in favour of the Developer for the completion of the construction works of the proposed new building as per sanctioned plan and specification approved by the Rajpur-Sonarpur Municipality.*
- 2.19. The Owner shall be liable to sign all necessary papers and documents if required for completion of construction works of the proposed building.*
- 2.20. That the Owner shall be liable to sign and execute a registered Development Power of Attorney in favour of the Developer to sell/transfer the Allocation portion of the Developer to any such person or persons and/or nominee/nominees of the Developer.*
- 2.21. That the Owner shall be liable to sign necessary paper and documents if required for transfer the Allocation portion of the Developer in favour of the intending purchaser/purchasers and the Owner shall be entitled/liable to sign any necessary papers and documents for obtaining the sanctioned plan/sewerage line/water line/electric line/gas line/Municipality under taking in the said proposed building.*
- 2.22. That the Owner shall be liable to sign for correction of records and/or mutation the said property in his name and/or other purposes for requirement of the construction works of the said premises/building.*
- 2.23. The Owner will hand over all the original relevant papers and documents and tax/rent receipt relating to the said property to the Developer at the time of execution of this Agreement.*



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- 2.24. That if required, the Owner shall be liable to appear before any court concerned of govt. and/or semi govt. office or public office with the Developer.
- 2.25. That the Owner hereby declares that he will co-operate with the Developer for smooth completion of the construction works of the said building.
- 2.26. That except schedule specification mentioned in the **Schedule - F** hereunder the extra/addition construction works of the Owner's Allocation may be constructed by the Developer, then the Owner shall be liable to pay extra/addition charges of the said additional/extra works.
- 2.27. That both parties will be entitled to enjoy the common areas and common facilities of the said proposed building as per below mentioned **Schedule - D**.
- 2.28. That the said Owner shall bear all common expenses which more fully mentioned in the **Schedule - F** herein after completion of the said proposed building.
- 2.29. That the Owner shall be liable to execute the Deed of Conveyance/ Conveyances in favour of the intending purchaser/purchasers of flats/spaces/open car parking spaces etc. in respect of the allocation portion of the Developer with the cost of the Developer and/or their nominated persons.
- 2.30. That the Owner will be liable to co-operate with the Developer for complete the construction works of the proposed building.
- 2.31. And it is hereby agreed between the parties, the Owner shall be liable to sign and appear before the court or any office concerned for executing any affidavit/declaration/gift/undertaking in favour of the Municipality/



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Supplementary Agreement etc. for the purpose of the construction works of the proposed building.

- 2.32. *That in future if any claim, demand whatsoever arise in respect of the schedule below property from any other person/other legal heirs of the said deceased, save and except the first party/owner herein then the Owner will be responsible for the same and the share will be deducted from the Owner's Allocation and the Developer shall not be liable for the same.*

ARTICLE- III: DEVELOPER'S RIGHTS , OBLIGATIONS & LIABILITIES

- 3.1. *The Developer bears all costs charges and expenses for construction of the building at the said property.*
- 3.2. *The Developer shall be exclusively entitled to the Developer's Allocation in the proposed building and the Developer shall have exclusive right to transfer deal with and/or dispose of the same without any right, claim, interest therein whatsoever of the Owner and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer in respect of Developer allocation and no further consent will be required and this agreement itself shall be deemed to be the consent of the Owner.*
- 3.3. *In so far as necessary all dealings by the Developer in respect of the said building shall be in the name of the Developer and the Owner hereby agreed to give and/or execute necessary Power of Attorney in favour of the Developer.*
- 3.4. *All costs, charges, expenses including Development fees from plan sanction, would be paid by the Developer and all dispute arising out of the said dealings as found enumerated in the forgoing clause the Owner shall bear no*

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responsibility in this context. The Developer shall procure the completion certificate from proper authority before delivery in time.

- 3.5. That Developer will sell and transfer any particular unit/flat/apartment or constructed space in the same new building within the part of the Developer's Allocation to any intending purchaser(s) on Ownership basis subject to the intending purchaser making payment of all the and obtaining all the terms and conditions to be agreed upon as the Developers may think fit and proper.
- 3.6. That the Developer shall be entitled to accept and receive advances and/or earnest money with regard to transfer of Developer's Allocation from the intending purchaser(s) and Owner hereby grants consent and absolute authority for the same in favour of the same but the Owner will not be held responsible for any litigation arising out of the said transaction between the Developer and intending purchaser(s).
- 3.7. That the Developer herein shall solely be responsible or liable for the payment of salaries, wages charges, remunerations or all mysteries, masons, supervisions, architects, contractors, engineers, chowkidars, darwans and other employees and staff as may be retained appointed and/or employed by the Developer and the Owner shall not in any manner be responsible.
- 3.8. That the Developer herein shall be entitled to apply for an obtain all necessary sanctioned permission and/or no objection certificate from the appropriate Govt. authorities and/or departments as may from time to time be necessary.
- 3.9. The Developer shall use standard quality or materials for the construction of entire building as per **Schedule F** below.



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- 3.10. *The Developer has every right to get Old Building material of the existing building and Owner will not raise any objection for that.*
- 3.11. *That the Developer shall act as an independent contractor in the matter of construction of the said building and also undertake to keep the Owner indemnified for and against all third party/parties claims or compensation and acts and actions arising out of any omission of the Developer or any accident in or relating to the construction of the said building.*
- 3.12. *That the Developer shall have exclusive right to construct the proposed building on the said land accordance with the plan without any hindrances or obstruction from the Owner or of any person claiming through him. The type of construction, specification of materials to be used and the details design of the building shall be as per the choice of the Developer and the Developer shall ensure that the building shall be constructed with Class – I standard building materials.*
- 3.13. *All expenses and liabilities for construction of the proposed building which is to be constructed on and upon the said premises according to the plan shall be borne by the Developer and the Owner shall not be liable to bear any expenses and constructional liabilities thereof including the cost and expenses relating to sanction of plans, income tax clearance and other proposed necessary preliminary costs and expenses relating to the construction if necessary.*
- 3.14. *That the Developer hereby undertakes to construct the building diligently and expeditiously and ensure to handover the Owner's Allocation to the Owner within 24 months after getting/obtaining the Original paper & documents of convention of the said property. If not prevented by the circumstances beyond*



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its reasonable control, such as natural calamities but the same would not stand over for an Indemnities period and for which a fresh agreement by and between the parties shall be made before expiry of the said period and if necessary the above mentioned period can be extended for another six months only.

- 3.15. That the Owner shall bound to deliver up to construction period all original papers and documents (land deed, site plan, all tax receipt, tax clearance and mutation certificate) at the time of signing this agreement if necessary and the said Owner shall pay all previous dues of taxes up to date, mutation expenses and prepare the others relevant papers and documents through the Developer.*
- 3.16. That in so far as necessary all dealings by the Developer particularly the Agreement for Sale(s) or transfer concerning and in respect of the Developer's Allocation shall be in the name of the Owner for which the Owner undertakes to give the Developer a Development Power of Attorney in a form and manner required by the Developer **PROVIDED HOWSOEVER** the same shall not create any financial liability upon the Owner in any manner whatsoever.*
- 3.17. That from the date of making over possession of the existing structures and the said premises in favour of the Developer all municipal rate and taxes as also other outgoings in respect of the said premises and till such time as the possession of the said Owner's Allocation is made over in favour of the Owner shall be borne and paid by the Developer and all outstanding dues on account of municipal rate and taxes as also other outgoing up to the date of delivery of possession in favour of the Developer as stated herein above shall remain the liability of the Owner and shall be borne and paid by the Owner.*



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- 3.18. *All applications, plans as well revised plan and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authority of Municipality shall be prepared and submitted by the Developer on behalf of the Owner at its own cost and expenses and the Developer shall pay charges and bear all fees including Architect's fees required to be paid or deposited for exploitation of the said property provided, however that the Developer shall be exclusively entitled to all refunds of or any or all payments and/or deposits made by the Developer herein.*
- 3.19. *That the Developer shall hand over the Owner's Allocation in accordance with the specification more fully described in the **Second Schedule** below and the Developer shall construct and complete the residential flats/car parking spaces in accordance with the sanctioned plan by the Municipality. The Developer shall bear all costs, charges and expenses for the construction of all the residential flats/car parking spaces including the Owner's Allocation.*
- 3.20. *That the Developer shall be entitled to engage any labour and engineers/masons at her own choice/cost for the construction of completion of the said building.*
- 3.21. *That the Developer shall be entitled to receive any advance money/booking/purchased money from the intending purchaser/purchasers of flats/areas/car parking spaces in respect of the Allocation portion of the Developer.*
- 3.22. *That the Second Party/Developer will be entitled to any type of mortgage loan on the above said Developer's Allocation portion of the said premises from*



সদর দপ্তর-রেজিস্ট্রার-২
আলিপুর, দক্ষিণ ২৪ পরগণা
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any nationalized and private Bank/financer and the first party and second party/Owner shall have not any objection the above said loan.

- 3.23. That the Developer will complete the construction works of the said building within 24(Twenty Four) months after getting/obtaining the Original paper & documents of convention, it may be extended another 6(Six) months and if fails due to any circumstances of God and Earth Quake, then the time of may be extended with the mutual consent and understanding between the parties.*
- 3.24 That the Developer shall be liable to pay all Municipal Taxes upto completion and handover/deliver the possession of the Owner's Allocation.*
- 3.25. That the said Developer shall deliver the Owner's Allocation and others Purchaser/purchasers possession time to time.*
- 3.26 That the said Developer liable to bear all liabilities for local/club/others organization(s) during the construction period to delivery of the Owner's Allocation.*
- 3.27. That both parties will abide by all the terms and conditions of this agreement if fails that will be a breach of contract act.*
- 3.28. That both the parties shall have right to use the other for specific performance of the agreement in appropriate court of law.*

ARTICLE – IV: TIME PERIOD

- 4.1. That Developer shall complete the construction of new building in habitable conditions with all basic amenities within 24 months after getting/obtaining sanction Building Plan of the said proposed Building.*



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ARTICLE – V : RATES AND TAXES

- 5.1. *The Owner shall be solely responsibilities for payment of the rates and taxes in respect of the said property upto the date of agreement to the competent authority and the Developer shall be responsible for payment of rates and taxes in respect of the said property until completion of the building and delivery of possession of the respective portion thereof. All cost & expenses of Mutation Certificate & Tax shall be borne by the owner.*
- 5.2. *The Owner shall not do any act/deed or things thereby the Developer shall be prevented from constructing and completion and or doing any other act relating to the said building in so far the Developer abides by the terms conditions in one spirit of these documents.*
- 5.3. *Both the parties shall abide by all laws, Bye Laws, rules and regulations as may be imposed by the Government or local bodies as the case may be.*

ARTICLE - VI DEVELOPER'S INDEMNITY

- 6.1. *The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of Developer's Allocation, with regard to the Development of the said property and in the matter of construction of the building and or any defect therein.*

ARTICLE –VII, DEFAULT

- 7.1. *On completion of the building the Developer shall give notice to the Owner for taking delivery of possession of the Owner's Allocation and the Owner shall be shifted within thirty day from the date of receipt of such notice shall have to take delivery of possession of the Owner's Allocation without fail.*

ARTICLE – VII OWNER'S OBLIGATION



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- 8.1. *The Owner herein agreed and covenant with the Developer not to cause any interference or hindrances in the matter of construction and doing any other work in respect of the said building by the Developer subject to the Developer's compliances with or acting in accordance with the terms and conditions as stipulation this Agreement.*
- 8.2. *The Owner herein agreed and covenant with the Developer not to do any act deed or thing whereby the Developer would be prevented from selling a signing or disposing of Developer compliance with the terms and conditions of this Agreement.*

ARTICLE- IX MISCELLANEOUS

- 9.1. *The Owner and the Developer have entered into this Agreement purely on a principal to principal basis and contract and nothing contained herein shall be deemed to be constructed as partnership between the Developer and the Owner and or as Joint Venture between the parties hereof in any manner nor shall the parties hereof constitute an association of the persons.*
- 9.2. *It is understood that from time to time facilities construction of the building by the Developer various Deeds things which are not specified herein may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various application and other documents may be required to be signed by the Owner relating to which specific provision may not have been mentioned herein.*
- 9.3. *The Owner shall grant to the Developer and/or its nominee/nominees a Development/General Power of Attorney so that the Developer can prepared*



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the building plan and get it sanctioned from the Municipality and/or any competent authority or authorities if necessary and to proceed with the constructional work of the said building smoothly and to negotiate of the Developer's Allocation and to enter into any agreement for sale with the said purchaser and to receive the consideration money in respect of the said flats of the Developer's Allocation and deliver possession of the said flats in favour of the said intending purchaser/purchasers.

- 9.4. The Developer shall put the owner in undisputed possession of the Owner's Allocation together with the rights in common facilities of the building.*
- 9.5. In so far as necessary all dealings by the Developer in respect of the building shall be in the name of the Developer and its nominee or nominees, power or power of Attorney in a form and manner reasonably required by the Developer, it being understood however that such dealings shall not in any manner fasten or create any financial liability upon the Owner.*
- 9.6. That the Developer shall be at liberty to advertise in the daily newspaper for sale of the flat/flats of the Developer's Allocation and invite applications from the intending purchaser/purchasers and to do all, other acts/act and deeds as to be required for successful implementation of the project and negotiate with the intending purchaser/purchasers and settle the price of the flats and to enter into an agreement with the said intending purchaser/purchasers, to prepare necessary deeds of sale on collection of price from the purchaser/s as to be agreed between themselves and to do all other acts, deeds and things necessary for such sale except the Owner's Allocation and the Owner shall not raise any objection against any such acts, deeds, things, rights to enjoy the common facilities of the common utility with other occupiers of the building.*

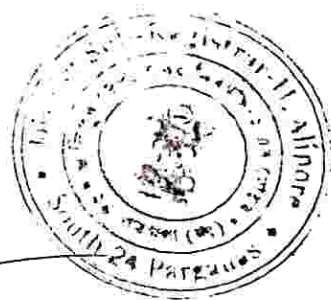


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- 9.7. After completion of the total building and after taking possession of the flats the owner/Owners shall appear before the registration authority for registration of the flat/flats with proportionate share of land of the respective flats in respect of the Developer's Allocation in favour of the Developer or their nominee or nominees as and when required for **PROVIDED** all such expenses for such registration shall be borne by the Developer or his nominee/nominees.
- 9.8. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the force major and shall be suspended for the obligation during the duration of the force major.

ARTICLE – X COMMON RESTRICTION

- 10.1. Both the parties shall have the right to use the roof of the said building in need or in occasion and they agreed to abide by all laws, bye-laws, rules and regulations of the Govt. or local bodies. The Developer shall execute the Deed of Conveyance or Conveyances in favour of the intending purchaser or purchasers of the Developer's Allocation of the building on behalf of the Owners on the strength of the Registered Development/General Power of Attorney for Development in favour of the Developer.
- 10.2. The respective parties allottees shall keep their respective allocations in the building in good working condition as and repair and in particular so as not to cause any damage to the building or any other places or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from and against the consequence of any breach.



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- 10.3. Neither party shall use or permit to be used the respect allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose which may cause any pollution nuisance or hazards to the other occupiers of the building.
- 10.4. No goods or other items shall be left or keep by either party for display or otherwise in the corridors or at other places of common use and enjoyment in the building and no hindrances shall be cause in any manner in the movement or users in the corridors and other places of common use and enjoyment in the Building.
- 10.5. Neither party/parties shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds corridors or any other portion or portions of the building.

ARTICLE – XI ARBITRATION

- 11.1. In case of any dispute or question arising between the parties hereof with regard to this agreement and/or work relating thereto the same shall be referred to joint Arbitrator, nominated by the parties hereof as per provisions of Arbitration & Cancellation Act, 1996 or any other statutory modification and/or enactment under the such award shall be binding upon the parties.

ARTICLE - XII JURISDICTION

Courts at Alipore, District South 24-Parganas or Calcutta High Court shall have the Jurisdiction to entertain all disputes and actions between the party/parties herein.



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THE SCHEDULE "A" REFERRED TO ABOVE

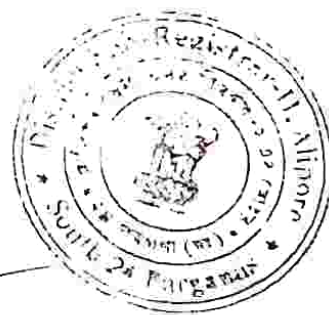
ALL THAT piece and parcel of **Sali Land** measuring more or less **3(Three)Cottah** alongwith the **Eastern side Private Passage** measuring more or less **8(Eight)Chittak** for the purpose of own egress and ingress rights from **11' fts. wide common passage** upto the said property i.e. **3(Three)Cottah**, total measuring more or less **3(Three)Cottah 8(Eight)Chittak** being Scheme Plot No. 1, which is lying and situated at **Mouza – Garagacha, Police Station - Sonarpur, J.L.No. 45, R.S.No. 141, Touzi No. 56**, comprised in **C.S.Khatian No. 48** under **C.S.Dag No. 96, R.S.Khatian No. 32** under **R.S.Dag No. 98** formerly **L.R.Khatian No. 95**, corresponding to now **L.R.Khatian No. 672** under **L.R.Dag No. 105**, within the limits of **The Rajpur-Sonarpur Municipality, Road Name – Garagacha, Ward No. 1, Holding No. 22**, in the District South 24-Parganas including all rights of ingress and egress and all easement rights together with all right, title, interest and the said land/premises is butted and bounded in the manner following that is to say:-

ON THE NORTH : Land of Mouza Brijji and Plot No. 3.
ON THE SOUTH : Land of R.S.Dag No. 101.
ON THE EAST : 11' fts. wide common passage and Plot No. 3.
ON THE WEST : Land of R.S.Dag No. 102.

THE SCHEDULE "B" REFERRED TO ABOVE

(OWNER'S ALLOCATION)

The Owner shall entitle to get 50% of the said G+III (Ground plus Three) storied building which are described in following manner :



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- (a) *Ground Floor – 50% from the North-West Side;*
- (b) *1st Floor – entire first floor;*
- (c) *3rd Floor i.e. Top Floor - 50%;*
- (d) *No Shifting.*

That the Developer also will pay RS. 15,00,000(Rupees Fifteen Lakh)only which is refundable money:

- (e) *RS. 15,00,000 at the time of signing/executing this Agreement. The said refundable money of RS. 15,00,000(Rupees Fifteen Lakh)only shall be refunded to the Developer at the time of completion of Building and delivery of Completion Certificate to the said Owner.*
- (f) *If the Owner shall not repay/refund/return the said Security Deposit of RS. 15,00,000(Rupees Fifteen Lakh)only to the said Developer within stipulated time, in this case the said Developer shall deducted from Allocation portion of the Owner as per both parties mutual consent.*

The Owner's Allocated portion morefully described in the Schedule 'B' hereunder written to be constructed and completed by the Developer together with undivided proportionate share of the land underneath of the proposed/new Building and interest of the common areas & facilities which is morefully described in the Schedule 'D'.

THE SCHEDULE "C" REFERRED TO ABOVE

(DEVELOPER'S ALLOCATION)

The Developer shall get rest/remaining 50% of total constructed area (save & except Owner's Allocation) of the proposed/new G+III (Ground plus Three) storied



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Building save & except Owner's Allocation portion which are described in the following manner :

- (a) Ground Floor – 50% from the South-East Side;*
- (b) 2nd Floor - entire Second floor ;*
- (c) 3rd Floor i.e. Top Floor – 50% ;*

and also the absolute right on the part of the Developer to enter into agreement for sale, transfer or any way of deal with the intending purchaser or parties together with common rights and facilities provided in the said building which is morefully described in the Schedule 'D'.

Be it specifically mentioned that if the owner and the developer shall jointly agree to sale/convey/transfer their own 50% allocation of the Third floor i.e. top floor in that case the entire sale proceed money shall be received by both the Owner and the Developer equally i.e. 50% of total sale proceed amount each of them.

The Developer's Allocated portion morefully described in the Schedule 'C' hereunder written, constructed and completed by the Developer together with undivided proportionate share of the land underneath of the proposed/new Building and interest of the common areas & facilities which is morefully described in the Schedule 'D'.

The said constructed and completed by the Developer together with undivided proportionate share of the land underneath of the proposed/new Building and interest of the common areas& facilities which is morefully described in the Schedule 'D'.

The Owner's allocated portion morefully described in the Schedule 'B' hereunder written, constructed and completed by the Developer together with undivided



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proportionate share of the land underneath of the proposed/new Building and interest of the common areas & facilities which is morefully described in the Schedule 'D'.

This is called the DEVELOPER'S ALLOCATION. The DEVELOPER shall erect the entire proposed/new Ground plus Three (G+III) storied building at its cost and its supervision and labour to be erected as per annexed specification as well as the said sanctioned building plan to be sanctioned by The Rajpur-Sonarpur Municipalty and to meet up such expenses the DEVELOPER shall collect the entire money from the sale of the DEVELOPER'S ALLOCATION which shall be sold to the interested parties from whom the DEVELOPER shall collect the entire cost of construction as well as cost of land in connection with the said flats etc. The DEVELOPER shall enjoy the undivided proportionate land share out of total land as mentioned in the SCHEDULE "A" hereinabove along with the benefit of all the common facilities a mentioned in the SCHEDULE "D".

THE SCHEDULE "D" REFERRED TO ABOVE
(DESCRIPTION OF THE COMMON AREAS & FACILITIES)

(Common portions and common areas to be used as common by the Co-Owner(s) of the building)

1. *The foundation, columns, beams and supports.*
2. *Corridors, lobbies, stairs, stairways and landing.*
3. *Entrance lobby.*
4. *To roof for all purposes, stair case on all floors, stair case, landing, on all floors.*
5. *Common passage from main road to ground floor stair landings.*



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6. *Common passage from the road to the building.*
7. *Water pump or water tank and other plumbing installation and pump room and underground & overhead water reservoirs facilities which was provided by the developer in the said building.*
8. *Roof of the building for all purpose as common with other occupiers.*
9. *Electric wiring, motors, electrical fittings & electric meter room.*
10. *Telephone points and box at the ground floor and other common area.*
11. *Boundary walls and main gate.*
12. *Drainage and sewerage.*
13. *Lift facilities with other Co-owner(s).*
14. *Lift Machine.*
15. *Others facility/facilities with other co-owner/co-owners, if provided by the Developer.*
16. *Such other fittings, equipment's and fixtures and vacant land or spaces of the said building which are being used commonly either for the common purpose or needed for using the individual facilities/amenities.*

THE SCHEDULE 'E' REFERRED TO ABOVE

(Cost of maintenance of common services & facilities)

- (1) **MAINTENANCE** : *All proportionate expenses for maintaining by way of white washing, painting, repairing, repainting, rebuilding, reconstructing, renovation and replacement in the common areas and common installations of the said building.*



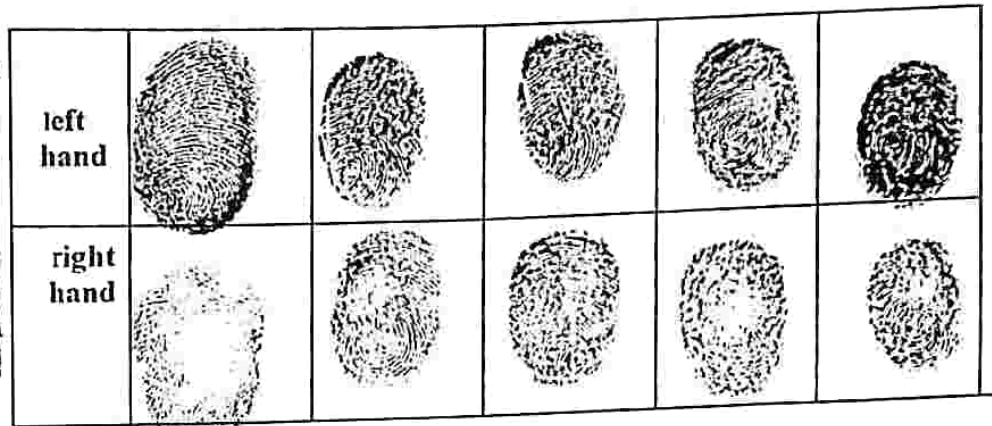
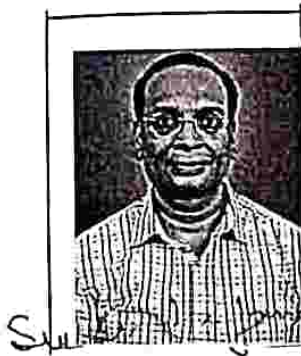
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- (2) **OPERATIONAL** :All proportionate expenses for running and operating all sorts of machineries, equipment's and other common installations including its costs of repairing and replacing.
- (3) **STAFF** : The salaries and all other expenses on account of staff employed or to be employed for the common purpose including bonus and other emoluments payable to such staff, workmen and employees and/or laborers.
- (4) **DEPOSITS** :Expenses and deposits for supplies of common utilities to the co-Owner.
- (5) **ASSOCIATION** :Establishment and all other expenses of the association including its formation, office establishment and miscellaneous expenses.
- (6) **INSURANCE** :Proportionate share of cost against insuring the said building and/or the common areas and installations thereon.
- (7) **RESERVOIR** :Creation of fund for the purpose of replacement, renovation and/or similar other purposes.
- (8) **OTHERS** :All other expenses and/or outgoings including legal expenses as may be incurred by the Vendors and/or the Association for common purposes. All Owner/intending purchaser/purchasers shall pay proportionate common expenses and maintenance charges as well as all taxes.



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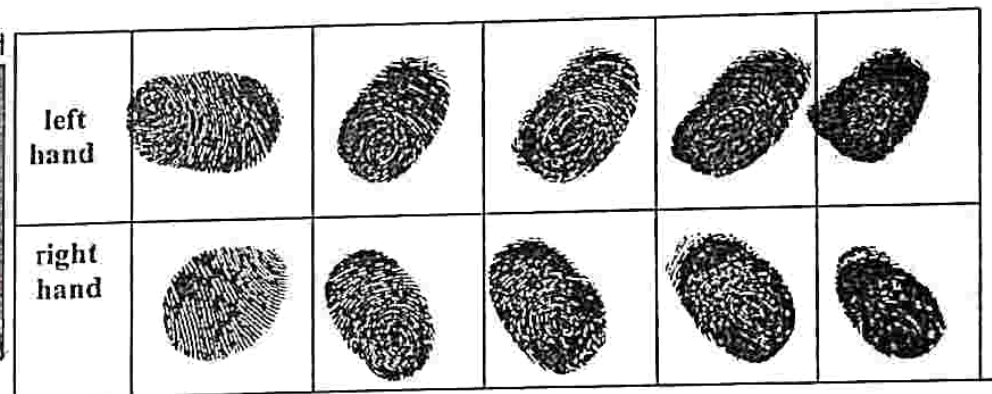
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Name : SRI SURENDRA JAIN alias
SRI SURENDRA KUMAR JAIN

Signature : Surendra Jain

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Name : SRI PARTHA DAS

Signature : Partha Das



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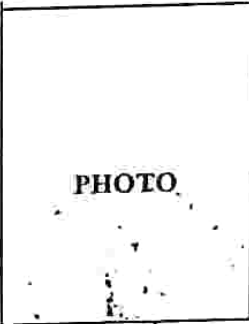
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	left hand					
	right hand					

Name : SMT. SRABANI BAKSHI

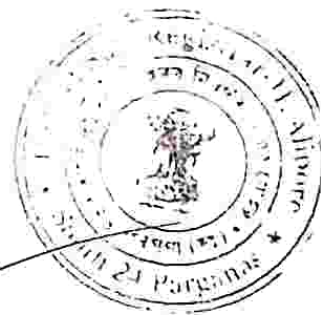
Signature : Srabani Bakshi

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	right hand					

Name :

Signature :



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IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective signature and seal on this day, month and year first above written.

**SIGNED, SEALED & DELIVERED
BY THE ABOVE NAMED PARTIES
IN THE PRESENCE OF :
WITNESSES :-**

1. Debarish Bagchi
2/8, vidyasaragar
P.O. - Baghajatin
Kolkata - 700086

Surendra Jain

SIGNATURE OF THE OWNER

2. Suvarn Bose
22 Panchanan tele
Road Kal - 700029

IGNITE CONSTRUCTION

Srabani Dasgupta Partner Perltun Dasgupta Partner

SIGNATURE OF THE DEVELOPER

Drafted & prepared by me under instruction of the Parties as per Particulars and information furnished by the Parties and read over & explained in Bengali.

MR. PALTU DAS
MR. PALTU DAS, Advocate
Alipore Police Court,
Kolkata - 700 027.
Enrolment No. WB-1834/95.

Computer prints by

Debarish Bagchi

In the chamber of
PALTU DAS, Advocate
Of C/9/4, Rabindra Pally,
Kolkata - 700 086.

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IGNITE CONSTRUCTION

Partner

Partner



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THE SCHEDULE "F" ABOVE REFERRED TO
(SPECIFICATION OF CONSTRUCTION IN RESPECT OF NEW PROPOSED BUILDING)

1. **FOUNDATION :** *The building shall be R.C.C. framed structure as per design of the consulting engineer.*
2. **WALL:** *As per engineer's choice.*
3. **FLOOR :** *Entire flooring of the flat will be marble including Kitchen and toilet covered with Tiles flooring.*
4. **TOILET :** *Tiles upto 5'fts. Will be provided in wall.
: Shower & Tap in both toilets. In the big toilet, one Western commode with cistern shall be provided. One wash basin with 1 tap connection shall be provided. In the W.C. one Western Commode with cistern and one tap connection shall be provided. Provision for geyser fittings will be provided in one toilet.*
5. **KITCHEN** *: In the Kitchen one black stone cooking platform with Standard shelf below 1 tap. Tiles will be provided upto 2 fts. Height over the platform and one stone sink/steel sink will provided including one tap connection. One Black stone basin.*
6. **DOORS** *:Main Door (front) to be made by good quality flash Door.*
7. **WINDOWS** *: Aluminums framed with glass with accessories for Fixing and locking and grills will be provided.*
8. **INTERIOR WALL** *: Will be finished with Plaster of Paris.*



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9. **EXTERIOR WALL:** *Exterior Wall will be finished with weather coat.*

10. **WATER SUPPLY:** A. *Overhead tank will be provided at top as per Design.*

B. *Suitable electric pump will be installed at ground Floor to deliver water to overhead reservoir to Ensure round the clock water supply, Corporation as well as water supply facility will be provided.*

11. **ELECTRICAL:** *Electric Point for two/one bed room & drawing room, One cable T.V. Point, One freeze point for dining space.*

Three electric point in two/one bath rooms for exhaust fan.

Suitable provision for washing machine (i.e. one water supply input point, water drainage point and electric plug) will be provided.

Two bedroom will have provision for 2 A.C. point in each flat.

N.B. subject to condition: *All other works beyond work schedule will be treated as extra work.*

It is noted that if any extra work is done out of the said specification by the OWNER for such extra work, the OWNER shall pay the necessary cost to the DEVELOPER.



District Sub-Registrar-II
South 24 Parganas
12 AUG 2022

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective signature and seal on this day, month and year first above written.

**SIGNED, SEALED & DELIVERED
BY THE ABOVE NAMED PARTIES
IN THE PRESENCE OF :**

WITNESSES :-

1. Debarish Borchi
2/8, vidyansagar
P.O. - Borhajatin
Ro/Rata - 700086

Surendra Jain

SIGNATURE OF THE OWNER/FIRST PARTY

2. Suvam Bore
22 Panchanama talu
Road Kal - 700029

IGNITE CONSTRUCTION

Srabani Baski
Partner

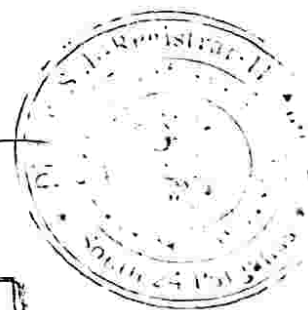
Purutan Das
Partner

SIGNATURE OF DEVELOPER/SECOND PARTY

IGNITE CONSTRUCTION

Patent

Patent



District Sub Registrar
Alipore, South 24 Parganas

12 AUG 2022



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

GRN Details

GRN:	192022230096728191	Payment Mode:	Online Payment
GRN Date:	12/08/2022 11:05:32	Bank/Gateway:	State Bank of India
BRN :	CKU4611572	BRN Date:	12/08/2022 11:06:32
Payment Status:	Successful	Payment Ref. No:	2002420615/3/2022
			[Query No*/Query Year]

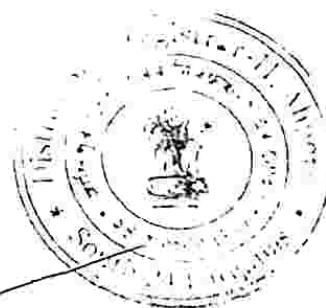
Depositor Details

Depositor's Name:	PARTHA DAS
Address:	92/1, BAGHAJATIN PLACE PIN 700086
Mobile:	9230023400
Depositor Status:	Buyer/Claimants
Query No:	2002420615
Applicant's Name:	Mr DEBASISH BAGCHI
Identification No:	2002420615/3/2022
Remarks:	Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002420615/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	6521
2	2002420615/3/2022	Property Registration- Registration Fees	0030-03-104-001-16	15021
Total				21542

IN WORDS: TWENTY ONE THOUSAND FIVE HUNDRED FORTY TWO ONLY.



District Sub-Registrar-II
Alipore, South 24 Parganas

12 AUG 2022

MEMO OF CONSIDERATION

RECEIVED the sum of **RS. 15,00,000=00** (Rupees Fifteen Lakh) only as a fully refundable security money from the aforesaid Developer by cheque against within mentioned property in the following :-

<u>Date</u>	<u>Particulars</u>	<u>Cheque No.</u>	<u>Bank & Br.</u>	<u>Amount</u>
12.08.2022	By Cheque	000751	ICICI Bank Patuli Branch, Kol - 94	RS. 15,00,000=00
Total				<u><u>RS. 15,00,000=00</u></u>

(Rupees Fifteen Lakh) only.

WITNESSES:

(1) Debarish Banglu
2/8, vidyasagar
P.O. - Baghajatin
Kolkata - 700086

Surendra Jain
Signature of the first party/Owner

(2) Suvarn Base
22 Panchanan Tala
Road Kal - 700029



District Sub-Registrar-II
Alipore, South 24 Parganas
12 AUG 2022

Major Information of the Deed

Deed No :	I-1602-10715/2022	Date of Registration	12/08/2022
Query No / Year	1602-2002420615/2022	Office, where deed is registered	
Query Date	08/08/2022 10:36:43 PM	D.S.R. - I I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	DEBASISH BAGCHI ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8582875980, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 15,00,000/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 53,86,502/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 15,053/- (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:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Garagachha Road, Mouza: Garagachha, , Ward No: 001, Holding No:22 JI No: 45, Pin Code : 700084

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-105 (RS :-)	LR-672	Bastu Shali	3 Katha 8 Chatak	1/-	53,86,502/-	Width of Approach Road: 11 Ft.,
Grand Total :				5.775Dec	1 /-	53,86,502 /-	

Land I
SI



Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Shri SURENDRA JAIN, (Alias: Shri SURENDRA KUMAR JAIN) Son of Late OMPRAKASH JAIN Executed by: Self, Date of Execution: 12/08/2022 , Admitted by: Self, Date of Admission: 12/08/2022 ,Place : Office	Photo  12/08/2022	Finger Print  LTI 12/08/2022	Signature  12/08/2022
25, COLLEGE STREET, 2ND FLOOR,, City:- , P.O:- CHITTARANJAN AVENUE, P.S:-Muchipara, District:-Kolkata, West Bengal, India, PIN:- 700073 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ADxxxxxx1C, Aadhaar No: 32xxxxxxxxx2556, Status :Individual, Executed by: Self, Date of Execution: 12/08/2022 , Admitted by: Self, Date of Admission: 12/08/2022 ,Place : Office				

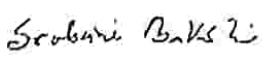
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	IGNITE CONSTRUCTION 138/2, BAGHAJATIN PLACE, GROUND FLOOR, City:- , P.O:- BAGHAJATIN, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086 , PAN No.: AAxxxxxx9E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Shri PARTHA DAS (Presentant) Son of Shri MANIK DAS Date of Execution - 12/08/2022, , Admitted by: Self, Date of Admission: 12/08/2022, Place of Admission of Execution: Office	Photo  Aug 12 2022 1:56PM	Finger Print  LTI 12/08/2022	Signature  12/08/2022
92/1, BAGHAJATIN PLACE, City:- , P.O:- BAGHAJATIN, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ARxxxxxx1C, Aadhaar No: 68xxxxxxxxx7836 Status : Representative, Representative of : IGNITE CONSTRUCTION (as PARTNER)				



Name	Photo	Finger Print	Signature
Smt SRABANI BAKSHI Wife of Shri BIDHAN BAKSHI Date of Execution - 12/08/2022, , Admitted by: Self, Date of Admission: 12/08/2022, Place of Admission of Execution: Office			 12/08/2022
BAGULA, PURBA PARA, City:- , P.O:- BAGULA, P.S:-Hanskhali, District:-Nadia, West Bengal, India, PIN:- 741502, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AZxxxxxx1G, Aadhaar No: 95xxxxxxxx4033 Status : Representative, Representative of : IGNITE CONSTRUCTION (as PARTNER)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr DEBASISH BAGCHI Son of Late AJOY BAGCHI 2/8, VIDYASAGAR, City:- , P.O:- BAGHAJATIN, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086			 12/08/2022
Identifier Of Shri SURENDRA JAIN, Shri PARTHA DAS, Smt SRABANI BAKSHI			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri SURENDRA JAIN	IGNITE CONSTRUCTION-5.775 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Garagachha Road, Mouza: Garagachha, , Ward No: 001, Holding No:22 JI No: 45, Pin Code : 700084

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 105, LR Khatian No:- 672	Owner:সুরেন্দ্র কুমার জৈন, Gurdian:ওমপ্রকাশ , Address:নিজ , Classification:শালি, Area:0.05000000 Acre,	Shri SURENDRA JAIN

On 7/2/20



Endorsement For Deed Number : I - 160210715 / 2022

On 12-08-2022

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 12:15 hrs on 12-08-2022, at the Office of the D.S.R. - I I SOUTH 24-PARGANAS by Shri PARTHA DAS .

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 53,86,502/-

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

Execution is admitted on 12/08/2022 by Shri SURENDRA JAIN, Alias Shri SURENDRA KUMAR JAIN, Son of Late OMPRAKASH JAIN, 25, COLLEGE STREET, 2ND FLOOR,, P.O: CHITTARANJAN AVENUE, Thana: Muchipara. , Kolkata, WEST BENGAL, India, PIN - 700073, by caste Hindu, by Profession Business
Indetified by Mr DEBASISH BAGCHI, , , Son of Late AJOY BAGCHI, 2/8, VIDYASAGAR, P.O: BAGHAJATIN, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by profession Service

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

Execution is admitted on 12-08-2022 by Shri PARTHA DAS, PARTNER, IGNITE CONSTRUCTION (Partnership Firm), 138/2, BAGHAJATIN PLACE, GROUND FLOOR, City:- , P.O:- BAGHAJATIN, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086
Indetified by Mr DEBASISH BAGCHI, , , Son of Late AJOY BAGCHI, 2/8, VIDYASAGAR, P.O: BAGHAJATIN, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by profession Service
Execution is admitted on 12-08-2022 by Smt SRABANI BAKSHI, PARTNER, IGNITE CONSTRUCTION (Partnership Firm), 138/2, BAGHAJATIN PLACE, GROUND FLOOR, City:- , P.O:- BAGHAJATIN, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086
Indetified by Mr DEBASISH BAGCHI, , , Son of Late AJOY BAGCHI, 2/8, VIDYASAGAR, P.O: BAGHAJATIN, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 15,053/- (B = Rs 15,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 15,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 12/08/2022 11:06AM with Govt. Ref. No: 192022230096728191 on 12-08-2022, Amount Rs: 15,021/-,
Bank: State Bank of India (SBIN0000001), Ref. No. CKU4611572 on 12-08-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 500/-, by online = Rs 6,521/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 504218, Amount: Rs.500/-, Date of Purchase: 10/08/2022, Vendor name: Tanmoy Kar Purakayastha
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 12/08/2022 11:06AM with Govt. Ref. No: 192022230096728191 on 12-08-2022, Amount Rs: 6,521/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKU4611572 on 12-08-2022, Head of Account 0030-02-103-003-02



Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal



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V

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2022, Page from 390692 to 390741
being No 160210715 for the year 2022.



Digitally signed by SUMAN BASU
Date: 2022.08.24 17:41:34 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 2022/08/24 05:41:34 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)

