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Certified that the document is admitted
 to registration. The signature sheet is and
 the endorsement copies attached with this
 document are the part of the document

9
 District Sub-Registrar
 West Bengal 24 Parganas
 22 JAN 2019

DEVELOPMENT AGREEMENT

This AGREEMENT made this 22nd day of January, Two
 Thousand Nineteen (2019) BETWEEN M/S PRIDE HIGHRISE
 PRIVATE LIMITED (PAN AAFCP2321P) a Private Limited
 Company having its registered office at 58/121, Prince Anwar
 Shah Road P.O. Lake Gardens P.S. Lake, Kolkata 700045
 represented by its Director SRI VIKASH ARORA (PAN

21 Jan 2019

ACXPA1723D) Mob No 9831023876 son of Late Chamanlal Arora, by faith-Hindu, by occupation – Business, residing at RC-1/2, Raghunathpur, P.O. Rajarhat, P.S. Baguihati, Kolkata 700059 hereinafter called and referred to as the OWNER/ FIRST PARTY (which term or expression unless excluded by or repugnant to the context shall be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the FIRSTPART

AND

SUBHANKAR KARMAKAR (PAN EFUP5215J) Mob No 7003916904 son of Shibu Karmakar, By faith Hindu, By Occupation Business residing at 84B, Baghajatin Place, P.O. Baghajatin P.S. Patuli Kolkata 700086 hereinafter called the 'DEVELOPER/ BUILDER (which term or expression unless excluded by or repugnant to the context shall be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the OTHER PART

WHEREAS one Smt Sova Chakraborty alias Smt Sova Rani Chakraborty wife of Late Sukha Ranjan Chakraborty was originally the sole and absolute owner of all that piece or

Subhankar Karmakar

parcel of land measuring about 2 Cottahs 14 Chhitaks with structure at Mouza Bademasur, J.L. No 31, E.P. No 76, R.S. Dag/ Plot No 590(P) under Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) Sub-Registration Office - Alipore with the Municipal Limits of the Kolkata Municipal Corporation Ward No. 101, being KMC Premises No 137 Rabindrapally Block C being Postal Address C/19, Rabindrapally, Block C, P.O. Baghajatin P.S. Patuli Kolkata 700086 by virtue of a registered Deed of Gift duly executed and registered on 30th July 1991 by the Governor of the State of West Bengal as Donor under the disposal of the Refugee Relief and Rehabilitation Department, Government of West Bengal and registered in the office of the Additional District Registrar at Alipore South 24Parganas recorded in Book No. 1, Volume No. 9, Pages 305 to 308, Being No. 1077 for the year 1991 and being the Donee said Smt Sova Chakraborty alias Smt Sova Rani Chakraborty accepted the said Deed of Gift by endorsing her signature therein.

AND WHEREAS while thus in peaceful possession of the said property the said Smt Sova Chakraborty alias Smt Sova Rani Chakraborty mutated her name in the Assessment Register of the Kolkata Municipal Corporation in respect of

Smt Sova Chakraborty

the said property which has been recorded as KMC Premises No 137 Rabindrapally Block C being Postal Address C/19, Rabindrapally, Block C, P.O. Baghajatin P.S. Patuli Kolkata 700086 under ward No 101 within Kolkata Municipal Corporation.

AND WHEREAS while thus in peaceful possession of the said property the said Smt Sova Chakraborty alias Smt Sova Rani Chakraborty sold transferred and conveyed all that piece or parcel of land measuring about 2 Cottahs 14 Chhitaks with structure at Mouza Bademasur, J.L. No 31, E.P. No 78, R.S. Dag/ Plot No 590(P) under Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) Sub-Registration Office - Alipore with the Municipal Limits of the Kolkata Municipal Corporation Ward No. 101, being KMC Premises No 137 Rabindrapally Block C being Postal Address C/19, Rabindrapally, Block C, P.O. Baghajatin P.S. Patuli Kolkata 700086 to Uttam Kumar Sen son of Late Abinash Chandra Sen and Smt Gouri Sen wife of Uttam Kumar Sen by virtue of a registered Deed of conveyance which was registered on 27th June 2003 in the office of District Sub Registrar at Alipore and entered in Book No. 1, Volume No. 108, Pages 264 to 264, Being No. 2108 for the year 2003.

Sudhakar Kumar

AND WHEREAS while thus in peaceful possession of the said property the said Uttam Kumar Sen son of Late Abinash Chandra Sen and Smt Gouri Sen wife of Uttam Kumar Sen sold transferred and conveyed all that piece or parcel of land measuring about 2 Cottahs 14 Chhitaks with structure at Mouza Bademasur, J.L. No 31, E.P. No 78, R.S. Dag/ Plot No 590(P) under Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) Sub-Registration Office – Alipore with the Municipal Limits of the Kolkata Municipal Corporation Ward No. 101, being KMC Premises No 137 Rabindrapally Block C being Postal Address C/19, Rabindrapally, Block C, P.O. Baghajatin P.S. Patuli Kolkata 700086 to Arun Kumar Day son of Late Upendralal Day, Esha Roy Chowdhury wife of Sri Dwijaraj Roy Chowdhury and Smt Bandana Das wife of Sri Shibu Chandra Das by virtue of a registered Deed of conveyance which was registered on 21st January 2008 in the office of Additional District Sub Registrar at Alipore and entered in Book No. 1, Volume No. 82, Pages 185 to 214, Being No. 00861 for the year 2008.

AND WHEREAS one Sri Tapan Sarkar alias Tapan Kumar Sarkar son of Kalipada Sarkar was originally the sole and absolute owner of all that piece or parcel of land measuring

Tapan Kumar Sarkar

about 3 Cottahs 14 Chhitaks with structure at Mouza Bademasur, J.L. No 31, E.P. No 79, R.S. Dag/ Plot No 590(P) under Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) Sub-Registration Office - Allpore with the Municipal Limits of the Kolkata Municipal Corporation Ward No. 101, being KMC Premises No 177 Rabindrapally Block C being Postal Address C/21/B, Rabindrapally, Block C, P.O. Baghajatin P.S. Patuli Kolkata 700096 by virtue of a registered Deed of Gift duly executed and registered on 2nd August 1991 by the Governor of the State of West Bengal as Donor under the disposal of the Refugee Relief and Rehabilitation Department, Government of West Bengal and registered in the office of the Additional Sub Registrar at Allpore South 24Parganas recorded in Book No. I, Volume No. 10, Pages 446 to 448, Being No. 1237 for the year 1991 and being the Donee said Sri Tapan Sarkar alias Tapan Kumar Sarkar accepted the said Deed of Gift by endorsing his signature therein.

AND WHEREAS while thus in peaceful possession of the said property the said Sri Tapan Sarkar alias Tapan Kumar Sarkar mutated his name in the Assessment Register of the Kolkata Municipal Corporation in respect of the said

S. Subhakar

property which has been recorded as KMC Premises No 177 Rabindrapally Block C being Postal Address C-21/B, Rabindrapally, Block C, P.O. Baghajatin P.S. Patuli Kolkata 700086 under ward No 101 within Kolkata Municipal Corporation.

AND WHEREAS while thus in peaceful possession of the said property the said Sri Tapan Sarkar alias Tapan Kumar Sarkar sold transferred and conveyed all that piece or parcel of land measuring about 3 Cottahs 8 Chhitaks with structure out of land measuring about 3 Cottahs 14 Chhitaks with structure at Mouza Bademasur, J.L. No 31, E.P. No 79, R.S. Dag/ Plot No 590(P) under Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) Sub-Registration Office – Alipore with the Municipal Limits of the Kolkata Municipal Corporation Ward No. 101, being KMC Premises No 177 Rabindrapally Block C being Postal Address C/21/B, Rabindrapally, Block C, P.O. Baghajatin P.S. Patuli Kolkata 700086 to Arun Kumar Dey son of Late Upendralal Dey, Esha Roy Chowdhury wife of Sri Dwijaraj Roy Chowdhury and Smt Bandana Das wife of Sri Shibu Chandra Das by virtue of a registered Deed of conveyance which was registered on 18th February 2008 in the office of Additional District Sub

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Registrar at Alipore and entered in Book No. 1, Volume No. 62, Pages 215 to 241, Being No. 00862 for the year 2008.

AND WHEREAS Arun Kumar Dey son of Late Upondralal Dey Esha Roy Chowdhury wife of Sri Dwijaraj Roy Chowdhury and Smt Bandana Das wife of Sri Shibu Chandra Das became joint owners of all that piece or parcel of land measuring about 2 Cottahs 14 Chhitaks with structure at Mouza Bademasur, J.L. No 31, E.P. No 78, R.S. Dag/ Plot No 590(P) under Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) Sub-Registration Office - Alipore with the Municipal Limits of the Kolkata Municipal Corporation Ward No. 101, being KMC Premises No 137 Rabindrapally Block C being Postal Address C/19, Rabindrapally, Block C, P.O. Baghajatin P.S. Patuli Kolkata 700086 and land measuring about 3 Cottahs 8 Chhitaks with structure out of land measuring about 3 Cottahs 14 Chhitaks with structure at Mouza Bademasur, J.L. No 31, E.P. No 79, R.S. Dag/ Plot No 590(P) under Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) Sub-Registration Office - Alipore with the Municipal Limits of the Kolkata Municipal Corporation Ward No. 101, being KMC Premises No 177 Rabindrapally Block C being Postal Address C/21/B,

Sankar Kumar

Rabindrapally, Block C, P.O. Baghajatin P.S. Patuli Kolkata 700086 aggregating to a total area of land measuring 6(Six) Cottahs 6 (Six) Chhitaks more or less comprised in the said two premises both within Kolkata Municipal Corporation Ward No. 101 and enjoying the same free from all encumbrances.

AND WHEREAS Smt Esha Roy Chowdhury wife Sri Dwijaraj Roy Chowdhury sold transferred and conveyed her undivided 1/3rd share of total land measuring 6(Six) Cottahs 6 (Six) Chhitaks more or less with structure which is land measuring 2(two) Cottahs 2 (two) Chhitaks more or less with structure at Mouza Bademasur, J.L. No 31, E.P. No 78, 79 R.S. Dag/ Plot No 590(P) under Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) Sub-Registration Office – Allpore with the Municipal Limits of the Kolkata Municipal Corporation Ward No. 101, being KMC Premises No 137 Rabindrapally Block C and 177 Rabindrapally Block C being Postal Address C/19, Rabindrapally, Block C, P.O. Baghajatin P.S. Patuli Kolkata 700086 and Postal Address C/21/B, Rabindrapally, Block C, P.O. Baghajatin P.S. Patuli Kolkata 700086 to Arun Kumar Dey son of Late Upendralal Dey and Smt Bandana Das wife of Sri Shibu Chandra Das by virtue of Bengali Kobala which was registered on 29th August

Subscribed & witnessed

2008 in the office of Additional District Sub Registrar at Alipore and entered in Book No. 1, Volume No. 299, Pages 9 to 32, Being No. 04235 for the year 2008.

AND WHEREAS Arun Kumar Dey son of Late Upendralal Dey and Smt Bandana Das wife of Sri Shibu Chandra Das became joint owner of land measuring 5(Six) Cottahs 5 (Six) Chhitaks more or less with structure at Mouza Dademasur, J.L. No 31, E.P. No 78 & 79 R.S. Dag/ Plot No 590(P) under Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) Sub-Registration Office – Alipore with the Municipal Limits of the Kolkata Municipal Corporation Ward No. 101, being KMC Premises No 137 Rabindrapally Block C and 177 Rabindrapally Block C being Postal Address C/19, Rabindrapally, Block C, P.O. Baghajatin P.S. Patuli Kolkata 700086 and Postal Address C/21/B, Rabindrapally, Block C, P.O. Baghajatin P.S. Patuli Kolkata 700085 they applied for amalgamation of the said two premises into a single premises and also mutated their joint name in respect of the amalgamated premises before the Kolkata Municipal Corporation Ward No 101 which was known and numbered as Premises No 137 Rabindrapally Block C Kolkata 700086 being

Subhankar Kumar

Postal Address: C/19, Rabindrapally, Block C, P.O. Baghajatin
P.S. Patuli Kolkata 700086 after amalgamation.

AND WHEREAS the owner herein namely **M/S PRIDE HIGHRISE PRIVATE LIMITED** a Private Limited Company having its registered office at 58/121, Prince Anwar Shah Road P.O. LakeGardens P.S. Lake, Kolkata 700045 purchased the above mentioned total land measuring 6(Six) Cottahs 6 (Six) Chhitaks more or less with structure at Mouza Bademasur, J.L. No 31, E.P. No 78, 79, R.S. Dag/ Plot No 590(P) under Police Station Jadavpur new Patuli, in the District of 24-Parganas (South) Sub-Registration Office - Alipore which is known as KMC Premises No 137 Rabindrapally Block C Kolkata 700086 being Postal Address C/19, Rabindrapally, Block C, P.O. Baghajatin P.S, Patuli Kolkata 700086 from Arun Kumar Dey son of Late Upendralal Dey , and Smt Bandana Das wife of Sri Shibu Chandra Das by virtue of sale Deed which was registered on 6th March 2014 in the office of Additional District Sub Registrar at Alipore and entered in Book No. 1, CDVolume No. 9, Pages 3578 to 3597, Being No. 01835 for the year 2014.

AND WHEREAS the party of the first part being thus absolutely seized and possessed of the said plot of land

Subhankar Das

measuring about 6(Six) Cottahs 6 (Six) Chhitaks more or less with structure with structure is known as KMC Premises No 137 Rabindrapally Block C Kolkata 700086 being Postal Address C/19, Rabindrapally, Block C, P.O. Baghajatin P.S. Paluli Kolkata 700086 in the District of South 24 Parganas described herein in schedule 'A' property could not maintain the building which is almost at the verge of demolition decided to develop the said property by erecting ownership residential flat or apartment in a multi storied building thereon upon complying the building rules of Kolkata Municipal Corporation with the help of some one who can develop the said property

AND WHEREAS the owner with that object in view approached the party of the other part being termed as Builder/Developer herein having the experience to undertake such construction and entered into a Development Agreement to construct the said multi storied building containing several residential flats and other garage or space for himself and also for sale to intending purchaser/purchasers along with undivided proportionate share of the land equivalent to construction of individual flats.

AND WHEREAS the party of the second part/Developer herein being thus approached by the said party of the First Part,

Sudhakar Karmakar

agreed to exploit and develop the said landed property particularly described in the schedule A written hereunder by constructing a residential building upon demolition of the existing structure upon arrangement of funds by the said Builder/Developer either from its own source and/or from the intending buyers of the undivided proportionate share of land with flats or apartments to be constructed in the said building hereby proposed to be constructed through the said Builder/Developer the party of the Second part.

AND WHEREAS the owner accepted the said proposal of the Builder/Developer subject to the terms and conditions herein after expressly described.

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

1. OWNERS : shall mean M/S PRIDE HIGHRISE PRIVATE LIMITED (PAN AAFCP2321P) a Private Limited Company having its registered office at 58/121, Prince Anwar Shah Road P.O. Lake Gardens P.S. Lake, Kolkata 700045 represented by its Director SRI VIKASH ARORA (PAN ACXPA1723D) son of Late Chimantl Arora, by faith-Hindu, by occupation - Business, residing at RC-1/2, Raghunathpur, P.O. Rajarhat, P.S. Baguihati, Kolkata 700059.

Subhankar Kumar

2. BUILDER/DEVELOPER shall mean SUBHANKAR KARMAKAR (PAN EFUP5216J) Mob No7003916904 son of Shibu Karmakar, By faith Hindu, By Occupation Business residing at 84B, Baghajatin Place, P.O. Baghajatin P.S. Patuli Kolkata 700086.

3. THE SAID PROPERTY : shall mean all that piece or parcel of land measuring 6(Six) Cottahs 6 (Six) Chhitaks more or less with structure at Mouza Bademasur, J.L. No 31, E.P. No 78, 79, R.S. Dag/ Plot No 590(P) under Police Station Jadavpur now Patuli, in the District of 24-Parganas (South) Sub-Registration Office – Alipore which is known as KMC Premises No 137 Rabindrapally Block C Kolkata 700086 being Postal Address C/19, Rabindrapally, Block C, P.O. Baghajatin P.S. Patuli Kolkata 700086 in the District of South 24 Parganas.

4. BUILDING : shall mean and include the proposed multi storied building to be constructed according to sanction plan at the said property and particularly mentioned in the schedule B written hereunder.

5. COMMON FACILITIES : shall mean and include roof, corridors, ways, stairs, passage, common lavatories provided by

Subhankar Karmakar

the Developer, water pump, meter and other facilities which will be provided by the Builder/Developer in the new building. As described in schedule 'E' & 'F' written hereunder.

6. SALEABLE SPACE : shall mean and include the space in the proposed new building as will be available as per terms of this agreement for exclusive use and utilization by the builder/developer after making due provision for common facilities and space required thereof and after making provision of Owner's allocation and proportionate share in land.

7. OWNER'S ALLOCATION IN THE NEW BUILDING : shall mean Owner shall get one flat measuring 500 sq.ft super built up area on ground floor as owner allocation of the proposed multi storied building with proportionate share of land including common areas with facilities as per sanction building plan and Rs 60,00,000/- (Sixty Lakhs) as forfeited/ non refundable money at the time of signing this agreement.

8. DEVELOPER/S BUILDERS/ALLOCATION : shall mean the remaining portion of the proposed multi storied building with undivided proportionate share of land.

Sudhakar Kumar

9. THE ARCHITECT : shall mean such person or persons with requisite qualification who will be appointed by the builder/Developer for designing and planning of the proposed new building.

10. BUILDING PLAN : shall mean such plan prepared by the Architect for the construction of the new building as described in Schedule B written hereunder.

11. TRANSFER : with it's grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried building to builder or his nominated purchaser thereof without causing in any manner inconveniences or disturbances to the owner's allocation.

12. TIME : shall mean the construction shall be completed within 20 months from the date of sanction plan and extra 6 months for natural calamity.

13. COMMENCEMENT : This Agreement shall be deemed to have commenced with effect from the date of execution of this agreement.

Subhankar Kumar

14. Name of the Building shall be decided with consent of Developers/Flat Owners

15. Owner's Rights and obligations :

- a) The owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property described in the schedule A below before construction of proposed building as per this agreement and has absolute right title and interest to deal with the same and in the manner herein mentioned.
- b) None other than the owner herein has any right, title, claim and/or demand over and in respect of the said premises and/or any portion thereof before construction of proposed building as per this agreement.
- c) There is no excess vacant land in the said property within the meaning of the urban land (ceiling & Regulation Act, 1976).
- d) Owners herein are liable to deliver proper documents in respect of said premises as an absolute owner.

Subhash Kumar

16. CONSIDERATION : In consideration of the owner having agreed to permit the Builder/Developer to commercially exploit the said property and to construct erect and build a new building in accordance with the specifications and material description which are stated in details in schedule 'F' below in the land described in schedule 'A' written hereunder:

- a) The Builder/Developer shall provide to the owner for flats in the new building as per owner's allocation mentioned in clause 7 herein above in this agreement.

17. BUILDER'S/DEVELOPER'S RIGHTS :

- a) All applications, plans and other paper and documents which are required by the Builder/Developer for the purpose of obtaining plan for necessary construction shall be submitted to the KMC and its different offices and other statutory activities by the Builder/Developer on behalf of the owner at it's own costs and expenses and the Builder/Developer shall pay all charges and bear all fees including Architect's fees.

S. Subramanian

- b) The owners hereby grant subject to what has been hereunder provided exclusive right to the builder/Developer to build and to exploit commercially the said plot of land and to take all necessary steps thereto in accordance with the plan. Developer/Builder shall handover the owner's allocation in accordance with the specifications more fully described in the schedule 'D' below and the builder/developer shall construct and complete the flats in accordance with the plan within stipulated period.
- c) The Builder/Developer shall bear all costs, charges and expenses for the construction of all the residential flats including owner's allocation and the said owner's allocation will be made fit for occupation with proportionate rights in all manner and portions of the said building at the costs and expenses of the Builder/Developer. The Developer will bear all GST of the said² proposed building.

18. POSSESSION

1. The owners shall vacate the existing building along with the land appurtenant therein as described in the Schedule A

Subhash Chandra

and shall deliver free, quiet, peaceful and unencumbered exclusive vacant possession of the property to the Builder/Developer and as per agreement the Builder/Developer shall be entitled to obtain vacant possession of the premises upon demolition of the existing structure of the building and take away the old materials of the demolished building in to the Builder/Developer's custody at his own costs and also to survey the said land and to do all necessary jobs for the purpose of construction of the proposed building in terms of this agreement.

2. The Builder/Developer shall complete the owner's allocation of the proposed building positively within 20 months from the date of sanction plan on the said premises unless prevented by any unforeseen circumstances beyond the control of the builder/developer. And hand over the owner's allocation in finished and habitable condition with all arrangement and other necessary fittings as per specifications described in Schedule 'D' below.

3. The owner shall have absolute right to transfer or otherwise deal with the owner's allocations along with proportionate share in common areas and common passage without any reference to the Builder/Developer or any person or

Sulochan K. Kulkarni

persons whatsoever upon getting possession of his allotted respective portion.

4. The Builder/Developer shall have exclusive right, title and interest to the Builder/Developer's allocation in the new building with exclusive undisturbed right to transfer, sale and/or otherwise deal with or dispose of the same without however affecting any right, title claim or interest therein as per this agreement whatsoever of the owner and the owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Builder/Developer's allocation. The owner shall be liable to execute any deed for registration in favour of related person to make free title of the said premises.

5. The owner hereby further undertakes to give the Builder/Developer the Developer power of Attorney in a form and manner reasonably required for the purposes of smooth construction work in terms of this deed and to deal with by way of transfer and dispose off Builder/Developers allocation. It is further understood however that such dealings shall neither in any way fasten or create any financial or legal liability upon the owners nor there shall be any clause inconsistent with or against the terms mentioned in this agreement.

Subhankar

19. COMMON EXPENSES:

- a) The Builder/Developer shall pay and bear all property taxes and other dues and out goings in respect of the said building accruing due as and from the date of handing over vacant possession of the land or part thereof by the owner to the builder/developer for the construction.
- b) As soon as the new building is completed within the time herein before mentioned, the Builder/Developer shall deliver to the owner his allocation in terms of this agreement and according to the specifications as described herein and plan thereof and certificate of Architect.

20. OWNERS' OBLIGATION

- a) The owner shall give unencumbered land and premises simultaneously with the execution of this deed of agreement to the Builder/Developer.
- b) The owner hereby covenant with the Builder/Developer not to cause any hindrance in the construction of the building at the said property by the Builder/ Developer

Subhakar Kumar

c) The owners hereby agrees to covenant with the Builder/ Developer not to do any act or deed or things whereby the Builder/ Developer may be prevented from selling assigning and/or disposing of any part or portion of the Builder/ Developer's allocation in the building or for the said property save and except the right of proportionate share in the land of the owner.

d) The owner hereby agree and covenant with the Builder/Developer not to let out, grant, lease, mortgage and/or charge the allocated portion of the Builder/Developer in the super built up construction, but shall have all those rights of alienation in respect of their allocated portion upon getting possession on completion of the building, to any person/persons, company/ companies. The Builder/ Developer also shall have no right to let-out, grant, lease, mortgage and/or charge the allocated super built up areas of the owner.

e) The owner hereby declare in clear and unequivocal terms that neither he nor his heirs and representatives after execution of this agreement shall encumber or otherwise transfer the land described in the Schedule 'A' and shall abide this stipulation set out in the agreement itself.

Subhankar - K...

f) The Builder/ Developer will have the right to enter into agreement for sale of the flats and/or space of the proposed building (excepting the reserved flats mentioned in clause 7 herein above of owners along with the proportionate undivided share in land and in common portion) with any intending purchasers. The Builder/Developer shall also be entitled to take earnest and/or consideration money for proportionate share in land and construction cost as advance as well as consideration money from any intending purchaser or purchasers in respect of the flats of the proposed building allotted to the Builder/ Developer.

g) Upon execution of this Agreement, the Owner/ First Party shall execute a Development Power of Attorney in favour of the Builder/ Developer or it's nominee or nominees authorizing the Builder/ Developer or it's nominee or nominees as the case may be for taking all necessary steps in connection with the property described in the Schedule A written hereunder and to represent the owners before the B.L.&L.R.O. Kasba, Kolkata Municipal Corporation, and Kolkata Police, Fire Brigade and any other authorities including State or Central Government in connection with the construction of the proposed building and also to sign application, schemes, Maps, Drawings, Plans and other writings

Subhankar Kumar

in his behalf and also to appear before any authorities and also to execute agreement for sale of flats as well as deed of conveyance in respect of portions allotted to the Builder/ Developer and to receive considerations thereof.

21 BUILDER/ DEVELOPER'S OBLIGATION

The Builder/ Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions of rules applicable for construction of the building and shall positively complete the construction within 20 months from the date of sanction plan of the said premises and shall positively deliver owner's allocation within a month thereafter

- a) Original Deed and others documents in respect of the property will be handed over by the owner to the Developer and the developer will be bound to return the said original documents after completion of the building.
- b) The Developer will be liable to pay Rs 1000 per month as damages charges after expiring the stipulated period i.e. 20+6 months from the date of sanction plan of the said premises upto 6 months.
- c) The Developer will arrange Electricity meter at the cost of owner in respect of Owner-Allocation

Sulhanur Khan

22. OWNERS' INDEMNITY

The Owner hereby undertake that he will positively deliver the vacant unencumbered possession of the said property to the Builder/ Developer from the day as per Agreement mentioned herein above.

23. Builder/ Developer's Indemnity:

a) The Builder/ Developer hereby undertake to keep the owner indemnified against all third party claims and notices arising out of any sort of act or commission or commission of the Builder/ Developer in or in relation to the construction of the said new Building strictly in terms of the plan.

24. The Agreement herein made shall not be treated as Partnership between the owner and the Builder/ Developer. The Builder/ Developer is given the absolute rights to develop the said property as aforesaid for commercial exploitation of Builder/Developer's allocation in lieu of owners' allocation in terms of this Agreement.

25. Nothing in these presents shall be constructed as a demise or assignment or conveyance in land by the owner of

Subhankar Kumar

the said property or any part thereof to the Builder/ Developer or as creating any right, title and interest in respect of thereof in the Builder/ Developer other than a exclusive license to the Builder/ Developer to commercially exploit the same to his benefit in terms hereof provided. However the purchasers/ transferees out of the developer allocation shall be entitled to borrow money from any Bank or Banks or any private financial institutions for the purpose of purchasing flats/ carparking space without creating any financial liability on the owner and for that purpose the Builder/Developer shall keep the owner indemnified against any action suits and proceedings and costs charges and expenses in respect thereof.

26. The original Agreement and certified copy of a duly attested copy of the original Deeds and documents of title in respect of the said property shall be kept at the city office Builder/ Developer or at the office of their agents for the inspection of the intended purchaser or purchasers.

27. The Builder/ Developer hereby declare that he has entered into this Agreement upon relying on the owners' representation and bonafide about his title to the said property described in the Schedule A written hereunder.

Sulaiman Khan - Knowledge

28. The Builder/ Developer, without prejudice to the rights and contentions of the owner, in this agreement, shall be entitled to enter into in their said capacity with any other building contractor, architect and others for carrying out the said development at his risk and costs.

29. FORCE MAJEURE:

a)The respective parties herein mentioned shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations was prevented by any force majeure and this contract shall remain suspended during the period of such force majeure, if any.

b)The term force majeure shall mean floods, earth-quake, riots, war storm, tempest civil commotion, strikes, lock-outs and/or any other act or commission beyond the control of the Parties hereto.

30. ARBITRATION: Any dispute or differences on any matter relating to the terms and condition of this Agreement herein between the Parties hereto shall be referred to arbitration under the provisions of the Indian Arbitration Act, 1940 and/or any other statutory modifications made thereto.

Sudhakar Kumar

SCHEDULE 'A' REFERRED TO ABOVE

ALL that piece or parcel of land measuring 6(Six) Cottaha
6 (Six) Chhitaka more or less with structure at Mouza
Bademasur, J.L. No 31, E.P. No 78 & 79, R.S. Dag/ Plot No
590(P) under Police Station Jadavpur now Patuli, in the
District of 24-Parganas (South) Sub-Registration Office –
Alipore which is known as KMC Premises No 137
Rabindrapally Block C Kolkata 700086 being Postal Address
C/19, Rabindrapally, Block C, P.O. Baghajatin P.S. Patuli
Kolkata 700086 in the District of South 24 Parganas which is
bitted and bounded in the manner following :-

North : E.P. No 75,76, & 77

South : E.P. No 79 and 81

East : 8 feet wide KMC Road

West : 12 feet wide Road

S. K. Chatterjee

SCHEDULE 'B' REFERRED TO ABOVE

(PROPOSED BUILDING)

ALL THAT the piece and parcel of proposed multi storied building to be constructed according to specification mentioned in schedule F as per plan in the land described in schedule A above having all the common facilities as described in schedule E written hereunder.

SCHEDULE 'C' REFERRED TO ABOVE

(OWNER'S ALLOCATION IN THE MULTI STORIED BUILDING)

ALL THAT Owner shall get one flat measuring 500 sq.ft super built up area on ground floor as owner allocation of the proposed multi storied building with proportionate share of land including common areas with facilities as per sanction building plan and Rs.60,00,000/- (Sixty Lakhs) as forfeited/ non refundable money from the developer herein at the time of signing this agreement .

Sushankar - Kumar

SCHEDULE 'D' REFERRED TO ABOVE
(DEVELOPER/S BUILDERS/ALLOCATION)

All that piece parcel of the remaining portion of the proposed multi storied building except owners allocation with undivided proportionate of land including common areas with facilities :

SCHEDULE 'E' REFERRED TO ABOVE
COMMON AREAS & FACILITIES

1. Stair case on all the floors of the building with roof
2. Common passage including main entrance leading to the respective allotted flats.
3. Water pump and water tank under ground reservoir, Septic tank, overhead tank and water supply line.
4. Electric meter for pump installation and other common electrical service in the building and the meter room if any
5. Drainage sewerage systems.
6. Boundary walls and main gate.

Such other common parts, equipment's installations, fixtures, fittings and spaces for occupancy of the respective portions in the building.

Sulthankar - Karmveer

SCHEDULE 'F' REFERRED TO (SPECIFICATION OF WORK)

Foundation	:	Sand filling with isolated footings.
R.C.C. Frame Structures:		
Wall	:	Internal wall and ceiling finished with putty and inside painting.
Steir	:	Marble and iron bar
Brick work	:	Brick
Floor	:	Partex
Toilet & Kitchen	:	Black stone slab and steal sink with tiles and PVC pipe for water line and tap
Door	:	Main Door will be Flash door and other flash door with wooden frame
Windows	:	Aluminum frame with glass and grill
Electricians	:	Conceal wiring by Fenolax wire With one Geyser point and one A.C. Point
Sanitary and Plumbing		
Plumbing	:	Standard goods
Basin/Pan/Commode	:	Hindustan made
Water Supply	:	24 hours water supply municipal water through PVC pipe.
Roof Treatment	:	Chemical treatment
Outside of Building	:	weather coat colour
Roof Wall Boundary	:	3 feet
Entrance	:	One Gate and secured boundary wall
Meter	:	Flat Owners will get Electricity meter separately with own cost from concern authority

Extra charge will be paid for extra work

Sudhakar - Karmach

IN WITNESS WHEREOF the Owners/Vendors and Developers
hereunto set and subscribed their respective hands and seals
this the day month and year first above written.

SIGNED SEALED AND DELIVERED to

In the presence of :-

WITNESSES :

1. *Dhananjay Das*
66/2, *Debhajee Road*
Kolkata - 700086

2. *Biswajit Das*
83, *Dr. Dorewar, Bahadur rd.*
Kolkata - 700033

PRIDE HIGHRISE PVT. LTD.

[Signature]

Director

SIGNATURE OF THE
OWNERS

[Signature]

SIGNATURE OF THE
BUILDER/DEVELOPER

Drafted by :

[Signature]
Partha Pratim Das

Advocate,

High Court, Calcutta

Bar Association Room No. 13.

F-639/99

Computer Typed by me:

[Signature]
Krishna Anil
Ailpore Police Court,
Kolkata - 700027

MEMO OF CONSIDERATION

RECEIVED this sum of Rs. 60,00,000/- (Rupees Sixty Lakhs) only from the Developer as per forfeited/ non refundable money against within mentioned property in the manner following :-

By Cheque No. X RTGS dt 19.1.12 Rs 60,00,000/-
246705 ICB

Total Rs 60,00,000/-

WITNESSES :

1. Shri. Anand Singh
66/6, Anandapuri Place
Kolkata - 700026

PRIDE HIGHRISE PVT. LTD.

U. K. Chatterjee

Director

SIGNATURE OF THE OWNER

2. Shri. Anand Singh
66, Dr. Deedar Rahman Rd.
Kol - 33


Thumb 1st finger middle finger ring finger small finger

PHOTO	left hand					
	right hand					

Name _____

Signature _____

Thumb 1st finger middle finger ring finger small finger

	left hand					
	right hand					

Name VINAY K. ABRAHAM

Signature [Handwritten Signature]

Thumb 1st finger middle finger ring finger small finger

	left hand					
	right hand					

Name Sudhakar Kumar



PRIDE HIGHRISE PVT. LTD.
[Handwritten Signature]
Directr

आयकर विभाग

TAX DEPARTMENT

SUBHANKAR KARMAKAR

SHIBU KARMAKAR

2001/1007

PAN CARD NUMBER

EEVPK5216J

Signature

Signature



भारत सरकार

GOVT. OF INDIA



Subhankar Karmakar

ISSUE 100010

Date:

10-10-2020

Address:

10-10, KADAPPAH ROAD, ARAKANDA
MADURAI, TAMIL NADU, INDIA
625 002

ISSUE 100010

10-10-2020

10-10-2020



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN : 19-201819-033255330-1 Payment Mode : Online Payment
GRN Date: 22/01/2019 12:17:49 Bank : State Bank of India
BRN : CK13540793 BRN Date: 22/01/2019 12:18:17

DEPOSITOR'S DETAILS

Id No. : 16011000015905/5/2019

(Rupee to Rupee Fee)

Name : SUBHANKAR KARMAKAR
Contact No. : Mobile No. : +91 9290039920
E-mail :
Address : 84B BAGHAJATIN PLACE KOL 86
Applicant Name : Mr Partha Pratim Das
Office Name :
Office Address :
Status of Depositor : Attorney of Claimant

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement.
Payment No 5

PAYMENT DETAILS

Sl. No.	Identification No	Head of A/C Description	Head of A/C	Amount (₹)
1	16011000015905/5/2019	Property Registration- Stamp duty	0030-33-103-003-02	5021
2	16011000015905/5/2019	Property Registration- Registration Fees	0030-33-104-001-16	6053

Total

65074

In Words : Rupees Sixty Five Thousand Seventy Four only

Major Information of the Deed

Deed No :	I-1601-00187/2019	Date of Registration	22/01/2019
Query No / Year	1601-1000015905/2019	Office where deed is registered	
Query Date	17/01/2019 4:50:12 PM	D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Partha Pratim Das Alipore Police Court Thana Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9433089769, Status: Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 60,00,000/-]	
Set Forth value		Market Value	
Rs. 2/-		Rs. 64,17,180/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 10,021/- (Article:48(g))		Rs. 60,053/- (Article-E, E, 8, M(b), H)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assessment slip (Urban area)		

Land Details :

District: South 24-Parganas, P.S.- Patuli, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Rabindrapally Block C, Premises No: 137, , Ward No: 101 Pin Code : 700088

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		6 Katha 6 Chatak	1/-	63,87,180/-	Width of Approach Road: 12 Ft.
Grand Total :					10.5158Dec	1/-	63,87,180/-	

Structure Details :




Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft	1/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	1/-	30,000/-	

Land Lord Details :



Sl No	Name,Address,Photo,Finger print and Signature
1	Pride Highrise Private Limited 58/121, Pt Anwar Shah Road, P.O:- Lake Gardens, P.S.- Lake, Kolkata, District-South 24-Parganas, West Bengal, India, PIN - 700045 , PAN No.:: AAFCP2321P, Status :Organization, Executed by: Representative, Executed by: Representative

Major Information of the Deed : I-1601-00187/2019-22/01/2019


Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Subhankar Karmakar (Presentant) Son of Mr. Shibu Karmakar Executed by: Self, Date of Execution: 22/01/2019 , Admitted by: Self, Date of Admission: 22/01/2019 ,Place : Office	 <small>22/01/2019</small>	 <small>LT 22/01/2019</small>	 <small>22/01/2019</small>
Son of Mr Shibu Karmakar Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: EFVPK5216J, Status :Individual, Executed by: Self, Date of Execution: 22/01/2019 , Admitted by: Self, Date of Admission: 22/01/2019 ,Place : Office				

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Vikash Arora Son of Late Chimanlal Arora Date of Execution - 22/01/2019, , Admitted by: Self, Date of Admission: 22/01/2019, Place of Admission of Execution: Office	 <small>22/01/2019 1.8078</small>	 <small>LT 22/01/2019</small>	 <small>22/01/2019</small>
RC 1/2 Ragnunathpur, P.O.- Rajarhat, P.S.- Bagulati, Kolkata, District-North 24-Parganas, West Bengal, India, PIN - 700069, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No. ACXPA1723D Status : Representative, Representative of : Pride Highrise Private Limited (as DIRECTOR)				

Identifier Details :

Name & address	
Mr Partha Pratim Das Son of Late B C Das Alipore Police Court, P.O- Alipore, P.S- Alipore, Kolkata, District-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, Identifier Of Mr Subhankar Karmakar, Mr Vikash Arora	
	22/01/2019

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Pride Highrise Private Limited	Mr Subhankar Karmakar-10.5108 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Pride Highrise Private Limited	Mr Subhankar Karmakar-100.00000000 Sq Ft

Endorsement For Deed Number : I - 160100187 / 2019

On 17-01-2019

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 64,17,180/-

Maitreyee Ghosh

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

On 22-01-2019

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

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

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

Presented for registration at 13:00 hrs on 22-01-2019, at the Office of the D.S.R. - I SOUTH 24-PARGANAS by Mr Subhankar Karmakar ,Claimant.

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

Execution is admitted on 22/01/2019 by Mr Subhankar Karmakar, Son of Mr Shibu Karmakar, 84B, Baghajatin Place, P.O: Baghajatin, Thana: Jadavpur, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by Profession Business

Indebted by Mr Partha Pratim Das, . . Son of Late B C Das, Alipore Police Court, P.O: Alipore, Thana: Alipore, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 22-01-2019 by Mr Vikash Arora, DIRECTOR, Pride Highrise Private Limited (Private Limited Company), 5B/121, Pt Anwar Shah Road, P.O- Lake Gardens, P.S- Lake, Kolkata, District -South 24-Parganas, West Bengal, India, PIN - 700045

Major information of the Deed :- I-1601-00187/2019-22/01/2019

Identified by Mr Partha Pratim Das, . Son of Late B C Das, Alipore Police Court, P.O: Alipore, Thana: Alipore, .
City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession
Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 60,053/- (B = Rs 60,000/- ,E = Rs 21/- ,H =
Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 60,053/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/01/2019 12:18PM with Govt. Ref. No: 192018190332553301 on 22-01-2019, Amount Rs: 60,053/-
Bank: State Bank of India (SBIN0000001), Ref. No. CKI3540793 on 22-01-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs 10,021/- and Stamp Duty paid by Stamp Rs 5,000/-
by online = Rs 5,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 12152, Amount: Rs 5,000/-, Date of Purchase: 22/01/2019, Vendor name: S Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/01/2019 12:18PM with Govt. Ref. No: 192018190332553301 on 22-01-2019, Amount Rs: 5,021/-, Bank:
State Bank of India (SBIN0000001), Ref. No. CKI3540793 on 22-01-2019, Head of Account 0030-02-103-003-02

Maitreyee Ghosh

Maitreyee Ghosh

DISTRICT SUB-REGISTRAR

**OFFICE OF THE D.S.R. - I SOUTH 24-
PARGANAS**

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1601-2019, Page from 12254 to 12301

being No 160100187 for the year 2019.



Digitally signed by MAITREYEE GHOSH
Date: 2019.01.24 17:23:41 +05:30
Reason: Digital Signing of Deed

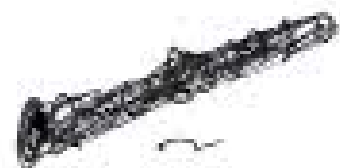
Maitreyee Ghosh

(Maitreyee Ghosh) 24/01/2019 17:21:38

DISTRICT SUB-REGISTRAR

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

West Bengal.



(This document is digitally signed.)