

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this 24 Hoay of November

Two Thousand Seventeen (2017)

BETWEEN

Sold to Date N. Kgnmaken fill

Rupees 140

Santiran Das
Sterap Vendor
Alipore Police Court
South 24 Pgs., Kai-9



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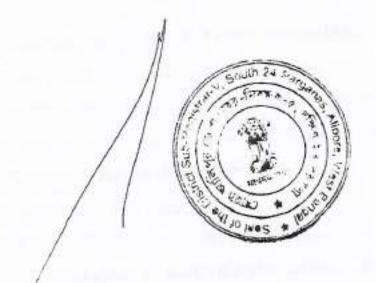
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SRI AJIT KUMAR DUTTA [PAN-BDWPD8067Q] son of Late Abiansh Chandra Dutta, by faith Hindu, by occupation Retired Person, by Nationality Indian, residing at 230/1, Raipur Road, Police Station: Patuli, Kolkata – 700 047, hereinafter called and referred to as the LAND OWNER (which expression shall unless otherwise repugnant to the context be deemed to mean and include his legal heirs, executors, representatives, administrators and assigns) of the ONE PART.

AND

M/S BEPARI DEVELOPERS PVT. LTD., [PAN-AAHCB2128C] a private limited company under Company Act, 1956, having its registered office at 235, Nayabad (Nabodit), Post Office - Mukundapur, Police Station- Purba Jadavpur, Kolkäta - 700 099, represented by its two Directors namely (1) SRI SAMBHUNAYEK [PAN AFHPN4210R], S/o Sri Mantu Mohan Nayek, residing, at 238, Kalikapur Road, East End Park, 1st Road, P.S.- Panchasayar, Kolkata - 700099, (2) SRI SANKAR PRASAD BEPARI [PAN AQGPB2242R], S/o Sri Shyamlal Bepari, residing at 235, Nayabad (Nabodit), Post Office - Mukundapur, Police Station- Purba Jadavpur, Kolkata - 700 099, hereinafter called and referred to as the DEVELOPER (which term or expression shall unless excluded by or repugnant to the subject or context, be deemed to mean and include the directors, successor-inoffice, heirs, executors, agents administrators and legal representatives) of the SECOND PART.



District Sub-Registrar-V Ationre, South 24 Parganas

24 NOV 2817

WHEREAS: -

- One Subarban Agricultural Dairy Fisheries Ltd. having its registered office at No. 75, Badridas Temple Street, Gouribari, Police Station: Maniktala, filed a suit for partition against Kumud Krishna Mondal and others before the Ld. 3rd Court of Sub-Ordinate Judge at Alipore, being Title Suit No. 16 of 1941 in respect of the property situate under Mouza Nayabad under Khatian Nos. 117 and 118, Dag No. 195 and 196, Police Station Kasba in the District: South 24 Parganas along with other properties.
- 2) That after hearing both the parties, the Ld. Court was pleased to Decree the suit in preliminary from and the after final Decree was drawn on the basis of Ld. Commissioner's Report and the necessary allotments by demarcation were made along the parties in suit were in possession.
- 3) That by virtue of the said partition, one Smt. Kamala Bala Mondal and Sri Gorachand Mondal being the legal heirs of Late Bholanath Mondal who was the defendant No. 4 of the said partition suit at that time residing at No. 81/3, Tallygunge, Kolkata 700033 has been allotted and demarcated 20 (Twenty) Bighas of Shal8i Land with other properties and the same has been more fully described in the Schedule of the said Decree in the Title Suit No. 16/1941.

- 4) On the basis of the said Partition Decree the said Smt. Kamala

 Bala Mondal and Sri Gorachand Mondal being seized and
 possessed and enjoyed the said property as the joint owners
 thereof on payment of taxes to the Municipality.
- 5) Thereafter the said Sri Gorachand Mondal, son of Late Bholanath Mondal made a Registered Genaral Power of Attorney in favour of his mother Smt. Kamala Bala Mondal of 81/3, Tallygunge, Kolkata - 700033 for Sale, Gift, Mortgage or any kind of transfer on his behalf as he is living in Canada working for gain in respect of his immovable properties.
- 6) By virtue of said General Power of Attorney and for his necessities said Smt. Kamala Bala Mondal made an Agreement for Sale on 11-10-1980 for their 20 (Twenty) Bighas of Shali Land in respect of their shares in the property with Sri Sasanka Sekhar Chowdhury, son of Kalikrishna Chowdhury of 5/21, Bijaygarh, Police Station Haridevpur, Kolkata 700032 and Sri Dhirendra Nath Maitra, son of Sri Bhusan Mohan Maitra of 2/65, Gandhi Colony, Police Station Tallygunge, Kolkata 700040 for valuable price and/or consideration.

- Sasanka Sekhar Chowdhury and Sri Dhirendra Nath Maitra filed a suit Specific Performance of Contract in the Court of Ld. 3rd Court of Sub-Ordinate Judge at Alipore, Title Suit No. 16/1982 against the said Smt. Kamala Bala Mondal and Sri Gorachand Mondal and the suit was Decreed on 29-03-1984 in favour of Sri Sri Sasanka Sekhar Chowdhury and Sri Dhirendra Nath Maitra with a direction to deposit the balance amount in the Ld. Court.
- 8) After such judgment of Hen'ble B.K. Laha the Ld. 3rd Court of Sub-Ordinate Judge at Alipore and incompliance with the direction Sri Sasanka Sekhar Chowdhury and Sri Dhirendra Nath Maitra deposited the balance amount of Rs.59,000.00 (Rupees Fifty Nine Thousand) only in the Ld. Court vide challan No. 20670 (V) on 01-09-1984 and after full satisfaction of the Ld. Court the Sale Deed was made on 12-12-1984 and duly executed and registered in favour of Sri Sasanka Sekhar Chowdhury and Sri Dhirendra Nath Maitra through Court.

- 9) Being the need of money Sri Sasanka Sekhar Chowdhury and Sri Dhirendra Nath Maitra jointly sold out their lands to different purchasers including to one Sri Amal Chakraborty, son of Indubhusan Chakraborty of 153, Seth Bagan Road, Kolkata – 700030, Police Station: Dum Dum, in the District: North 24 Parganas, purchased land by way of a Deed of Sale being No. 219 dated 15-01-1985 who is subsequently became plot Nos. 8 & 9 in Sector III of D.P.K. Housing Society.
- 10) The said Amal Chakraborty out of his purchased area transferred to one Smt. Indira Bhattacharya and Sri Pranab Bhattacharya by way of Deed of Sale Being No. 4693 dated 15-03-1986, demarcated area of land measuring more or less 3 Cottahs 42 Sq. ft. which correspondent to the said Plot No. 8.
- 11) The said Amal Chakraborty also transfer the balance property in favour of Smt. Sunanda Bose and Debaprasasd Bose since deceased through Deed of Sale Being No. 6922 for the year 1986 demarcated area of land measuring more or less 3 Cottahs 07 Chittaks 13 Sq. ft. which correspondent to the said Plot No. 9.

- 12) That said Debaprasasd Bose died intestate on 02-03-2000, leaving behind his heirs (1) SMT. SUNANDA BOSE (Wife), (2) SMT. ANINDITA MUKHERJEE (Daughter) and (3) SMT. JAYATI SINHA (Daughter).
- 13) The undivided 1/3 share of land in respect of Late Debaprasasd Bose thus developed upon his heirs.
- 14) The owners (1) Smt. Indira Bhattacharya, (2) Sri Pranab Bhattacharya, (3) Smt. Sunanda Bose, (4) Smt. Anindita Mukherjee And (5) Smt. Jayati Sinha by virtue of the aforesaid Deed of Sale jointly became owners in respect of the said property which correspondence to Plot Nos. 8 & 9.
- 15) The owners as mentioned above the landed property as mentioned herein left some portion of land for betterment of infrastructure of that area, after living some portion of land property all together became measuring about 5 Cottahs 13 Chittaks 35 Sq. ft. situated & lying at Dag No. 195, Mouza Nayabad under Khatian Nos. 117 and 118, Touzi No. 56, being part of aforesaid Plot Nos. 8 & 9, Police Station previously Kasba then Purba Jadavpur within the local limits of Kolkata Municipal Corporation, District: South 24 Parganas.

- 16) By an indenture of Sale executed on 29-04-2005, made between (1) Smt. Indira Bhattacharya, (2) Sri Pranab Bhattacharya, (3) Smt. Sunanda Bose, (4) Smt. Anindita Mukherjee And (5) Smt. Jayati Sinha referred to their as the Vendors of the one part and Sri Koushik Dutta, as the purchaser of the other part registered in the office of the District Sub Registrar III, Alipore, South 24 Parganas, recorded in its Book No. I, Volume No. 8, Pages from 4837 to 4859, Being No. 03597 for the year 2005, the said Vendors sold, transferred, assign and assured to an in favour of the said Koushik Dutta, a piece of land measuring about 5 Cottahs 13 Chittaks 35 Sq. ft. pertaining to Dag No. 195, Mouza - Nayabad under Khatian Nos. 117 and 118, Touzi No. 56, J.L. No. - 25, in the District : South 24 Parganas, Police Station previously Kasba, then Purva Jadavpur, at present Panchasayar, within the local limits of Kolkata Municipal Corporation.
- 17) The said Land as aforesaid stands mutate in record of B.L. & L.R.O., in the name of Sri Koushik Dutta.
- 18) Thereafter the said Koushik Dutta seized and possessed and/or otherwise well sufficient entitled to all that landed measuring 5 Cottahs 13 Chittaks 35 Sq. ft. more or less in aggregate.

- 19) By a Deed of Gift, executed on 5th June, 2012 made between the said Koushik Dutta referred to their as the Donor of the one part and Sri Ajit Kumar Dutta, the Land Owner herein, referred to therein as the Donce on the other part, registered in the office of the D.S.R. II, Alipore, South 24 Parganas and recorded in its Book No. I, CD Volume No.11, Pages from 47 to 59, Being No. 04857 for the year 2012, the Donor therein for the causementioned therein donated, transferred, assigned and assured to and in favour of his father Ajit Kumar Dutta a piece and parcel of said land measuring about 5 Cottahs 13 Chittaks 35 Sq. ft. pertaining to Dag No. 195, Mouza - Navabad under Khatian Nos. 117 and 118, Touzi No. 56, J.L. No. - 25, in the District : South 24 Parganas, Police Station previously Kasba, then Purva Jadavpur'at present Panchasayar, within the local limits of Kolkata Municipal Corporation, which is more fully and particularly described in Schedule "A" hereunder written.
- 20) The said land as aforesaid mutate in record of Kolkata Municipal Corporation vide Assessee No. 31-109-08-3287-0, Being Premises No. 2918, Nayabad.

21) The landowner Ajit Kumar Dutta thus seized and possessed of and/or otherwise well and sufficient entitled to the land measuring about 5 Cottahs 13 Chittaks 35 Sq. ft. and mutate the same in the record of Kolkata Municipal Corporation, Premises No. 2918, Nayabad, Police Station - Purba Jadavpur, at present Panchasayar, District: South 24 Parganas, and the Land Owner also applied for conversion of the said land to the prescribed authority, hereinafter will be referred to the SAID PREMISES.

- 22) Now the Land Owner has intended to appoint Developer for undertaking the Development of the said premises by constructing a New Building on the said premises as per approval/sanction of the Kolkata Municipal Corporation.
- 23) Knowing the intention of the Land Owner, the Developer approached the Land Owner to undertake the development of the said premises as per approval and/or sanction of the Kolkata Municipal Corporation.

24) After several round discussions amongst the parties, they have reached in conclusions to develop the project in following manner as appear hereinafter.

For the purpose of this Agreement the following definitions shall mean and include as noted below:-

- 1) "OWNER" shall mean and include the said SRI AJIT

 KUMAR DUTTA, son of Late Abiansh Chandra Dutta, residing

 at 230/1, Raipur Road, Police Station: Patuli, Kolkata 700

 047.
- 2) "DEVELOPER" shall mean M/S BEPARI DEVELOPERS PVT.

 LTD., a private limited company under Company Act, 1956,
 having its registered office at 235, Nayabad (Nabodit),

 Post Office Mukundapur, Police Station-Purba Jadavpur,
 Kolkata 700 099, represented by its two Directors namely

 (1) SRI SAMBHU NAYEK, S/o Sri Mantu Mohan Nayek,
 residing at 238, Kalikapur Road, East End Park,
 1st Road, Police Station Panchasayar, Kolkata 700 099

 (2) SRI SANKAR PRASAD BEPARI, S/o Sri Shyamlal Bepari,
 residing at 235, Nayabad (Nabodit), Post Office Mukundapur,
 Police Station-Purba Jadavpur, Kolkata 700 099.

- 3) "OWNER'S ALLOCATION" shall mean ALL THAT Flat area/space 38% (Thirty Eight percent) of the total Built Up area of the proposed multi storied building and car parking space, and including proportionate share of land and stairs case and stairs and roof of the building along with proportionate share of common areas of the building.
- 4) "DEVELOPER'S ALLOCATION" shall mean the remaining 62% (Sixty Two percent) of the Built Up area of the proposed multi storied building and car parking space, and including proportionate share of land and stairs case and stairs and roof of the building along with proportionate share of common areas of the building.
- DEVELOPER'S OR BUILDER'S" shall mean M/S BEPARI
 DEVELOPERS PVT. LTD., a private limited company under
 Company Act, 1956, having its registered office at 235, Nayabad
 (Nabodit), Post Office Mukundapur, Police Station- Purba
 Jadavpur, Kolkata 700 099, represented by its two Directors
 namely (1) SRI SAMBHU NAYEK, S/o Sri Mantu Mohan Nayek,
 residing at 238, Kalikapur Road, East End Park, 1st Road, P.S.-

Panchasayar, Kolkata - 700099 (2) SRI SANKAR PRASAD

BEPARI, S/o Sri Shyamlal Bepari, residing at 235, Nayabad

(Nabodit), Post Office - Mukundapur, Police Station- Purba

Jadavpur, Kolkata - 700099.

- 6) "BUILDING PLAN" shall mean the Plan for the construction of the Building on the said Land or premises described in Schedule "A" duly sanctioned by K.M.C.
- 7) "ARCHIETECT" shall mean any person/persons, firm/s,
 Company appointed or nominated by the Developers/Builders
 for the purpose of construction of new building.

8) COMMON AREA AND FACILITIES: -

- i) The land on which the building is located and all easement right, appurtenances belonging to the land.
- ii) The foundation, columns, garters, beams, supports, main walls, roof, halls, corridors, lobbies, staircase, stairways, staircase landings and entrance and exist of the building.
- iii) Installation of common services such as power, light sewerages etc.

- iv) The pumps, motors, pipes, ducts and other apparatus and installations of existing for common use.
- v) All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.
- 9) "COMMON EXPENSES" shall mean expenses of administration of maintenance including all taxes.
- 10) "SALEABLE SPACE" shall mean the portion allotted to the Developers in the New Building including use of common area and facilities.
- portion allotted to the Owner in the New Building including use of common area and facilities.
- 12) "PROPERTY" shall mean ALL THAT piece and parcel of land measuring 5 Cottahs 13 Chittacks 35 Sq. ft. more or less at Premises No. 2918, Nayabad, Police Station - Purba Jadavpur, South 24 Parganas within the K.M.C. Ward No. 109.

- 13) "APARTMENT OR FLAT" shall mean part of the property/building having a direct exist, egress and ingress.
- 14) "TRANSFER" with all its connotations under the law of the land shall mean the transfer of a Flat or Apartment from and out of the Property.
- 15) "TRANSFEROR" shall include both the Owner and the Developer or Builder, to the extent of their respective share.
- 16) "TRANSFEREE/PURCHASER" shall mean a personal persons to whom a Flat or Apartment in the property is to be transferred by way of Sale or allotment after the completion of the "Building" on the land.
- 17) "TIME FOR COMPLETION" shall mean 24 (Twenty Four)
 months from the date of obtaining sanction of Building Plan from
 the K.M.C.

NOW THIS MEMORANDUM OF AGREEMENT WITNESSRTH
and it is hereby declared and agreed by and between the
parties hereto as follows:

- The Owner hereby declare and represent that he is the absolute owner of the said premises and has absolute right, title and full power to construct the New Building on the said premises and is entitled to enter into this Agreement with the developer.
- The Developer have/had taken physically and documentary inspection of the property and are fully prima-facie satisfied about its condition, location and voluntarily agreed to the terms because provided and agrees not to raise any objection in future with regard thereto.
- 3) The Owner hereby grant the developer the exclusive right to built up and exploit residentially the said premises for mutual benefit within 24 (twenty Four) months after getting the sanctioned building plan from the K.M.C. and sanctioned must be completed within three months from the date of signing of this Agreement. Developer will hand over to the Owner herein a photocopy of the said sanctioned building plan.

After getting the sanctioned building plan the Owner and the Developer execute a Supplementary Notarized Agreement demarcating both their allocation, amicable settled by both Owner and the Developer before starting any sale process.

- 4) The time for completion of the project is the essence of contract.
- The Developer declare that the proposed New Building (G+4) would be constructed with good materials and good work man ship and design and according to the Kolkata Municipal Corporation or with such addition and/or alterations as to be directed by the Developer and as approved by the Kolkata Municipal Corporation.
- 6) For the purpose of construction of the Building and making the same habitable, the Developer shall be authorized in so far as to be necessary to apply for and obtain temporary and permanent water connection, Electricity, Drainage and Sewerage to the Building and other input facilities require

for construction and enjoyment of the Building and for such purpose the Owner shall execute and registered in favour of the Developer a Registered General Power of Attorney including Power of Alienation of Developer's allocation as and when call for by the intending purchaser and other authority or authorities shall be required by the developers from time to time. The Owner shall as and when required by the Developer, convey and transfer to the Developer and/or their nominee or nominees free from all encumbrances whatsoever the proportionate share of land therein at or for the said total consideration and on the terms and condition mentioned hereunder only after getting possession of the allocation of the owner which made on priority basis. Without offering possession of the Owner's allocation to the Owner the Developer shall not be entitled to allot any portion of developer's allocation.

7) The Developer shall be at liberty to deal with or dispose of the Developer's allocation in such manner and in such terms and conditions as the Developer may deem fit and proper. The Owner shall not held liable for non-payment of taxes or other outgoing in respect of the flats, comprised in the Developer's allocation /areas. The Developers shall indemnify and keep said and indemnify the Owner in this regard.

- 8) THE OWNER COVENANT WITH THE DEVELOPER INTER-ALIA as follows:-
 - (a) The Developer will obtain Completion Certificate from the K.M.C. after completion of the project and hand over a Xerox copy of the same to the Owner.
 - (b) Not to cause any interference or hindrance in the construction of the Building at the said premises by the Developers.
 - (c) Not to do any act deed or thing whereby the Developer may be prejudicially affected from the right of selling, transferring, dealing with and/or disposing of the Developer's allocation.

- (d) Not to let out, grant, lease, mortgage and causes any encumbrances and/or charges the said premises or any portion thereof without the consent in writing of the Developer during the subsistence of this Agreement.
- (e) To cause to be joint such person/persons and parties as may be required by the Developer in the Agreement and/or Sale Deed that may be executed by the owner, for Sale and transfer of the proportionate share of land or building space(s) at the cost of the Developer and/or their nominee/nominees...
- (f) To apply for and obtain his cost all permissions, clearances and certificates required for effecting and completing the sale and transfer envisage hereunder if required.
- (g) The Developer will arrange the main Electricity Meter during the construction of the project.
- (h) To actively render at all times all cooperation and assistances to the Developer in constructing and/or completing the Building and sale or transfer of the Developer's allocation and envisage hereunder if required.

- (i) The owner declare that there is no Third Party interest/claim in the said Schedule property. If any such claim or interest appears later on that should be adjusted with the owner's allocation or to be solved by the owners at his cost.
- premises till the date of delivery of possession of the same to the Developer shall be borne by the Owner. The Developer will bear the taxes till the date of handing over the possession of the flats to its respective Owner Allottees. Thereafter the espective Owners will bear the taxes of their allocation. Taxes for remaining Flats will be in the account of the Developer and/or their nominee or nominees as may be assessed by the Kolkata Municipal Corporation in respect of their respective flats.
- 10) After the signing of this Agreement and till handing over the possession of Owner's allocation, the Developer will be liable for Taxes, Electricity Bills and other ongoing expenses.

- 11) The conveyance or any other Deed of the undivided proportionate share of land/space together with Flat/Flats comprised in the said premises as be appurtenant to the Developer's allocation shall be made to the Developer or their nominee/nominees or the person or persons interested in purchasing or otherwise acquiring undivided land or other space and Flat/Flats in the Developer's area in such portion and/or shares as the Developer may from time to time nominate and direct.
- 12) The Developer will entitle to enter into any agreement with third party in respect to the Developer's allocation directly.
- Terms and Condition as regards the user and maintenance of the Building as the Purchaser or other occupiers of the Flats of the Developers area would hold and shall pay maintenance charges and other outgoing in respect of the Owner's area at the same rate and in the same manner as the Purchaser of the Flats of Developer's allocation.

- 14) The owner and developer has entered in to this Agreement purely on a principal to principal basis and nothing stated herein shall be deemed or constructed as a joint venture or joint adventure between the owner and the developer nor shall the Developer and the owner in any manner constitute any association or person and each party shall keep the other party indemnified from against the same.
- 15) The Owner shall never be liable for Developer's activities in connection with the collection of money from the intending purchaser/s relating to the Developer's allocation and/or any credits from any person/s or authority on tune of any amount for the construction of the proposed building.
- Developer on the Schedule "A" property within a period of 24 months from the date of obtaining sanction of Building Plan from The Kolkata Municipal Corporation unless prevented by any fire, earthquake, attack from air, "Force Major" will only be applicable in case of natural calamities or any other unforeseen circumstances beyond the control

of the Developer. If due to the aforesaid reason Developer requires extension of a grace period of six months for completion of the work, otherwise than agreed in this Agreement the extension may be reasonable required by the Developer which shall not refunded by the Owner unless these appears any malafide intention apparent or manifest to delay the project on the part of the Developer. In case of failure to hand over the possession, the Developer will pay a sum of Rs.500.00 (Rupees Five Hundred) only per day as compensation to the Owner for the delayed period.

the construction and final transaction, their heirs shall in that case make such acts and things so that this Agreement remains valid and fresh General Power of Attorney shall be executed by their heirs so long the final transaction is not completed and in case of any one's negligence or failure all the heirs of the Owners shall be liable to make good of the total loss and damages whatsoever the developer may suffer in this regard.

18) All notices consents and approval to be given on behalf of the Owner shall be either to the Developer personally or left for it at it's usual place of business mentioned above.

of the sum of Rs. 15,00,000.00 (Rupees Fifteen Lakhs) only out of which the Developer have already paid Rs.11,00,000.00 (Rupees Eleven Lakhs) only on two several dates which will mention in the name of consideration hereunder written and balance amount Rs.4,00,000.00 (Rupees Four Lakhs) only after getting sanctioned plan for the said premises.

- 20) During the construction, if any outward happenings occurred in the G+4 with Lift facilities building or labour or whatsoever reasons, the Developer's solely liable for the same.
- The Developer shall commence the work of the building immediately on getting the vacant possession of the said premises from the owner at the time of signing of this Agreement, the name of the newly constructed Building will be "LAKEVIEW-PHASE IV".
- 22) The Developer will engage architect and/or L.B.S. and prepare the Building Plan and will take all steps for getting sanction of the building plan by incurring all expenses from the K.M.C.
- 23) The Developer will engage Architect, Engineer, Advocate, Masons, Carpenters, Plumbers, Electricians, Subcontractors, Labourers and other working hands for the construction of the New Building and pay their remuneration.

- 24) That the Developer by virtue of this Agreement will be entitled to book Flats out of the Developer's share and for such purposes the Developer may receive advance payments and/or other booking money in the name of and account of Developer from the buyers and also finally shall receive all sales proceeds and/or consideration money in developer's name and account directly from the buyers and Owner shall have no objection in this regard.
 - 25) That Owner hereby grant exclusive authority to the Developer to do the following acts, deeds and things on his behalf:
 - a) To sign, execute, enter into, modify, cancel, alter, draw, approve, present for registration and admit, registration of all papers, documents, contracts, lease, tenancy, agreements, conveyances, declaration and other documents as may be in any way by required to do so or done for or in connection with the said premises before any Sub-Registrar or Registrar of Assurances for purpose of registration and to receive and give actual receipts and discharge in his name for all money are or may be due from any person or persons in connection with his said property either by way of earnest money or as full consideration in respect to the Developer's allocation only.

- b) To present before the concern Sub-Registrar or Registrar of Assurances to sign all required documents, forms, Affidavits, Applications, Receipts, Sale Deeds, to admit execution before the concern Sub-Registrar or Registrar of Assurances in respect of the said property and receive money and to issue proper receipts in respect to the Developer's allocation only.
- c) And to all acts which is not specified in this Agreement but may be required to complete the construction of the Newly proposed Building only with the consent of the Owner.
- part with the prospective buyer of the developer herein and at the stage of execution of Sale Deeds and/or registration thereof all the parties shall join in the Deed of Sale during execution and registration as Owner and the Developer shall be the Confirming Party therein and on behalf of the Owner herein by virtue of Registered General Power the Sale Deed shall be signed and presented executed and registered by the Constituted Attorney of parties of First and Second parties therein.

- 27) All disputes and different between the parties hereto relating to or connected with the said Premises or any of the provisions hereof shall be mutually settled by both the parties. In case of different of opinion either of the party shall have right to proceed as per provisions of Arbitration and Conciliation Act, 1996.
 - 28) That all the parties and the Developer co-operate with each other in the matter of completion of the project.

- 29) The Owner and or its agent is always entitle to inspect the progress of the project and quality of the workmanship including the quality of materials.
- 30) That if any violation on the terms and conditions of this Agreement on the part of the Developer, the Owner is entitled to cancel the Agreement.
- 31) The Developer must hand over the Owner's allocation prior to handing over of any portion of Developer's allocation.

SCHEDULE "A" ABOVE REFERRED TO

(Description of land)

about 5 (Five) Cottahs 13 (Thirteen) Chittaks 35 (Thirty Five) Sq. ft.
more or less with a 100 Sq. ft. tile shed situated & lying at Dag No.
195, Mouza Nayabad under Khatian Nos. 117 and 118, Touzi No.
56, Assessee No. 31-109-08-3287-0, Premises No. 2918, Nayabad,
Police Station, previously Kasba then Purba Jadavpur at present
Panchasayar, within, the local limits of Kolkata Municipal
Corporation, Ward No. 109, Kolkata – 700 099, South 24 Parganas,
the land is butted and bounded in the following manner:-

ON THE NORTH : By plot of S.C. Construction.
(Part of Dag No. 195)

on the south : By 30' wide Road.

ON THE EAST : By plots of D.P.K. Housing Society.

(Part of Dag No. 195)

ON THE WEST : By land with building of Gautam Mitra.

SCHEDULE "B" ABOVE REFERRED TO [Owner's Allocation]

Save and except Developer's allocation, Owner will be entitled to 38% (Thirty Eight percent) of Built Up area along with undivided proportionate share of land attributable thereto in the said Owner's allocation, floor wise distribution of Owner's allocation will be mentioned in a separate notarized declaration by both the parties mutually after getting sanction plan from K.M.C. of the proposed building.

SCHEDULE "C" ABOVE REFERRED TO [Developer's Allocation]

Save and except Owner's allocation, the Developer will be entitled to 62% (Sixty Two percent) of Built Up area along with undivided proportionate share of land attributable thereto in the said Developer's allocation, floor wise distribution of Developer's allocation will be mentioned in a separate notarized declaration by both the parties mutually after getting sanction plan from K.M.C. of the proposed building

SCHEDULE "D" ABOVE REFERRED TO (Common Parts)

- 1) Entrance and exist of the Building, roof, boundary walls and main gate, all f\drainage and sewerage lines and other installations, stair case, lobbies on all floors, electrical installations and electrical wirings and other fittings.
- 2) Water Pump, Over Head Water Tank together with all common plumbing installation for carriage of water, septic Tank proportionately spaced around the building.
- Lift and Lift well.
- 4) Such other common parts, areas, equipments installations, fittings, fixtures and spaces in or about the land and the building as may be necessity for passages to and/or user the Flat in common by the common owners.

SCHEDULE "E" ABOVE REFERRED TO

(Common Expenses)

- Expenses of maintaining, repairing, decorating and rewiring the main structure and in particular the drainage system, rain water discharge arrangement, water supply system, supply of electricity to all common areas.
- The cost of cleaning and lighting of passage, landing staircase and other common areas.
- Cost of salaries of Chowkidars, sweepers etc.
- Corporation and other taxes.
- Insurance of the Building
- Cost of water & electricity meter and deposit for electricity and water.

SPECFICATION

1) Type of Structure

: RCC Frame.

2) External Walls

: 8" thick Brick with cement morter

Internal Walls

: 3" or 5" thick Brick with cement morter

External Surface finish : White Weather Coat.

Internal Surface finish : Wall Putty.

Flooring

: Flooring to be laid with rectified tiles.

7) Door

: a) Commercial Flush Door, Main Door Wooden

b) PVC Door of Bath & Privy.

8) Window

All windows with integrated guard with glass Panes having synthetic enamel painted on it.

9) Toilets

: Standard fittings of ISI marked, Tiles upto Height of 6'-00" including hot and cold water arrangement only common toilet.

10) Type of Pipe Fittings

: External and internal both PVC pipes with Appropriate diameter and standard PVC pipe.

Kitchen Fittings

: 6'-00" long platform with Granite and 4' Tiles in height above platform, One Steel sink with two taps.

12) Electrical Work

: ISI Cable and fittings points.

Bedrooms – two light points, one fan point, Two plug points, one fan point, one plug point. Toilet and Kitchen: one exhaust fan point, One light point, Toilets: One geyser point. Verandah: One light point, Srait Case and

passage lighting.

13) Lift

: ISI mark Automatic Lift.

14) Others

Underground Reservoir, overhead water
Reservoir on the roof, one Electrical Pump
to be provided at ground level within a
suitable place for lifting water, covered
grill for balcony and collapsible gate at main
door, boundary wall upto height of 5' and
Site Development.

SPECFICATION OF MATERIALS

1. Cement

ACC / Ambuja / Lafarge etc.

2. Stone chips

3/4 or 5/8 graded stone ships.

3. Bricks

2nd class bricks of approved quality by the

Consulting Engineer.

N.B.: Any Extra work beyond the Schedule would be entertained only when the requisite money is paid against the said work in advance.

MEMO OF CONSIDERATION:

RECEIVED from the abovementioned Developer the within mentioned sum of Rs.11,00,000.00 (Rupee Eleven Lacks) only as per terms of this Agreement in the following manner:-

Date	Cheque No.	Bank / Branch	Amount Rs.
07-08-2017	113131	Axis Bank, Survey Park	5,00,000.00
04-09-2017	113133	Do	6,00,000.00
		Total :-	11,00,000.00

(Rupee Eleven Lacks) only

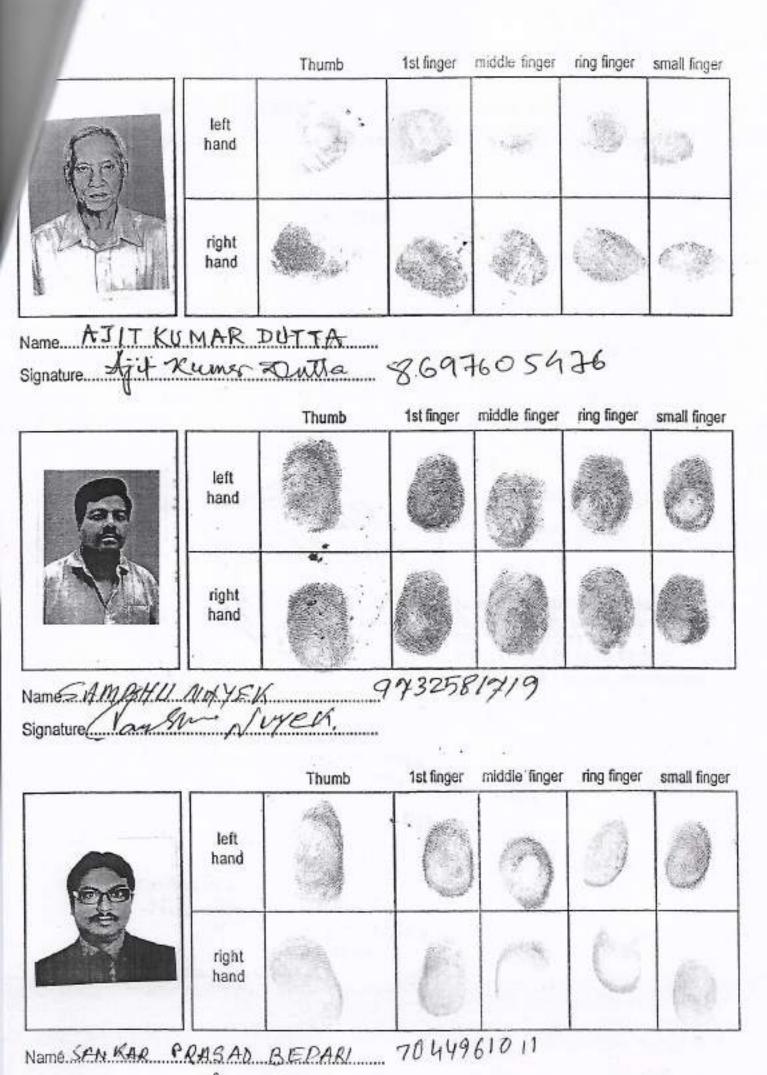
WITNESSES:

1) Kaush L Duth 230/1, Kay Der Road Leikertar 700092

Ajis Krew Duta

(SIGNATURE OF THE OWNER)

2) Spendam Kr. Mandaj Nadrocala Alipare Polica Court



Signature Sankar france Bepour

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the Owners in the presence of:

1) Kaushin Dutter 280/1, Ray Perkoad K. Mater - Jooe 92

Ajit Rums Della (SIGNATURE OF THE OWNER)

Director

BEPARI DEVELOPERS PVT. LTD.

Same Posses Bepay

M/S BEPARI DEVELOPERS PVT. LTD. represented by its two Directors SRI SAMBHU NAYEK & SRI SANKAR PRASAD BEPARI

(SIGNATURE OF THE DEVELOPER)

2) Spendom Kr. Mandol podnocela Allpore Podno conist

Drafted by:

Calcutta High Court

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

GRN:

19-201718-011970559-1

Payment Mode

Online Payment

GRN Date: 23/11/2017 12:32:48

* Bank:

BANK Of INDIA

BRN:

54685009

BRN Date:

23/11/2017 12:34:30

DEPOSITOR'S DETAILS

ld No.: 16301000385905/6/2017

[Query No./Query Year]

Name:

SANKAR PRASAD BEPARI

Contact No. :

03324260076

Mobile No. : / +91 7044961011

E-mail:

gurnikatravels@gmail.com/

Address:

NAYABAD MUKUNDAPUR

Applicant Name:

Mr N Karmakar

Office Name:

Office Address:

Selfer/Executants

Status of Depositor:

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement Payment No 5

PAYMENT DETAILS

Amount[₹]	Head of A/C	Head of A/C Description	Identification No.	SI. No.
902	0030-02-103-003-02	Property Registration-Stamp duty	16301000385905/6/2017	1
1105	0030-03-104-001-16	Property Registration- Registration		2

Total

20074

In Words:

Rupees Twenty Thousand Seventy Four only





ভারতীয় বিশিষ্ট পরিচয় স্ত্রা ভারত সরকার

Unique Identification Authority of India Government of India

डानिवाक् कि बाँद कि / Enrollment No.: 1040/20518/05061

Ajit Kumar Dutta ৰঞ্জিত কমার গভ 230/1 RAIPUR ROAD Nektala Naktala Kolkata West Bengal - 700047

70079254



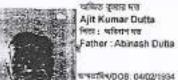
আপনার আধার সংখ্যা / Your Aadhaar No. :

3947 3588 0268

আধার – সাধারণ মান্ষের অধিকার



ভারত সরকার Government of India



WYERRYDOB: 04/02/1934





সাধারণ মানুষের





71501

■ আধার পরিচয়ের প্রমাণ, নাগরিকরের প্রমাণ নয়।

SECTION ...

 পরিচয়ের প্রমাপ অনলাইন প্রমাণীকরণ দারা লাভ कक्रम ।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.
- आश्रह मात्रा (मर्थ माना ।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাম্ভির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



ভারতীর বিনিষ্ট পরিচয় প্রাধিকরণ Unique Identification Authority of India

क्रिकाना:, /, बरिशुव त्वाक, माक्कागा রাঞ্চল, কোপকাতা, পশ্চিমবস,

Address: 230/1, RAIPUR ROAD, Naktala, Naktala, Kolkata, West Bengal, 700047

3947 3588 0268







it knews Dutta

आयकर विनास TROMETANDEPARIMENT

मारत सरकार GOVI. OF INDIA

AJIT KUMAR DUTTA ABINASH DUTTA

04/02/1934

Perminent Account Number

BDWPD8067Q

Signature

In case this eard is lost? femal, kindly informs (results to finespite Tax PAN Services Unit, 1/711) at 1-1.
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इस काई के ह्योरे (पाने पर कृपका सुक्रित करें) गी अपन्यत पेन क्षेत्र पुरीत, (45 MANA) प्रणाद के पे, केल्या पुरीत में क्षेत्र संस्कृपक वर्ग पुराव अपने केल्या प्रश्नीत केल्या स्थापक

Ajit Kumar Duta

अध्यक्षर विमाभ 😂 मार्त सरकार INCOMETIXDERMENT 😂 , GOVT. OFINDIA

Participant and State again and Participant Section 2012

Permitting to University
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BEPARI DEVELOPERS PRIVATE DINTED

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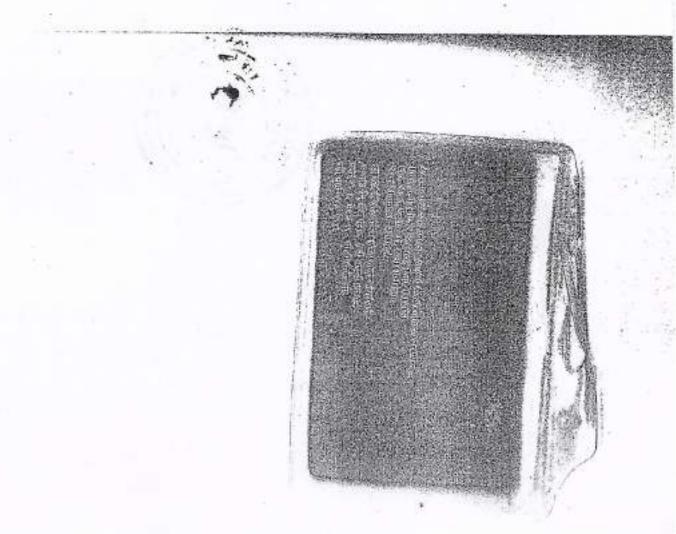
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ঠিকানা: ব্যক্তিবিভাগ, বৈকৰ চাক, পেন্যভাগ, পূৰ্ব বেগিনিপুৰ, প্ৰতিম Debhog, East Midnapore, West বস্তু, 721657 Bengal, 721857 empere sublication as the subject of Address



Sankar Presad Bepori Frair - Turkery (440) Father Shyamal Bepori and Spirit / DOB : DAIOBI1973



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আধার – সাধারণ মানুষের অধিকার

Saura Por Bepar



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ঠিকানা: 235, লয়াবাদ, মুকুন্দপুর, দক্ষিণ ২৪ পরগলা, মুকুন্দপুর, দক্ষিণ বস, 700099

Address: 235, NAYABAD, Mukundapur, South 24 Parganas, Mukundapur, West Bengal, 700099

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Source Con Bepan

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Major Information of the Deed

Dee €No :	I-1630-03488/2017	Date of Registration	24/11/2017
Que / No / Year	1630-1000385905/2017	Office where deed is r	And the second s
Qu <i>⊗</i> ^r /Date	22/11/2017 4:01:22 PM	D.S.R V SOUTH 24-F South 24-Parganas	W. A. Street Street Street Street Street Street Street
App Rant Name, Address & Other Details	N Karmakar Thana: Hare Street, District: Kolka 9163491088, Status: Advocate	100 00000000000000000000000000000000000	700001, Mobile No. :
TraceSection		Additional Transaction	WATER SAN TRANSPORTED TO
[011 ¶Sale, Development a agræ¶nent	Agreement or Construction	[4305] Other than Immo Declaration [No of Declaration Immovable Proper 11,00,000/-]	aration : 2], [4311] Other
Set Fith value		Market Value	
Rs. 2		Rs. 72,03,048/-	
Starm duty Paid(SD)	第一个一个。 我是我们的	Registration Fee Paid	The state of the state of
Rs. 1(021/- (Article:48(g))		Rs. 11,053/- (Article:E, I	E, B, M(b), H)
Remaks	Received Rs. 50/- (FIFTY only) frarea)	rom the applicant for Issuing	the assement slip.(Urban

Land Details:

District South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Naya bid, , Premises No. 2918, Ward No: 109

THE REAL PROPERTY.	Plot Number	Khatian Number	Land Proposed	CLA CONTRACTOR OF THE PARTY OF	Area of Land	CONTRACTOR OF THE PARTY OF THE	Market Value (In Rs.)	Other Details
L1			Bastu		5 Katha 13 Chatak 35 Sq Ft	1/-	71,73,048/-	Width of Approach Road: 30 Ft.,
	Grand	Total:			9.6708Dec	1/-	71,73,048 /-	

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
	E & 02 Fee	222 201	200	A SECTION AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON AND ADDRESS OF THE PERSO	ge of Structure: 0Year, Roof Type: Tiles

Land Lord Details:

SI No	Name, Address, Photo, Finger	orint and Signatu	ire	
1	Name	Photo	Fringerprint	Signature Signature
	Shri Ajit Kumar Dutta (Presentant) Son of Late Abinash Chandra Dutta Executed by: Self, Date of Execution: 24/11/2017 , Admitted by: Self, Date of Admission: 24/11/2017 ,Place : Office			Ajit Kung Dula
,		24/11/2017	2.71 24/11/2017	24/11/2017

30/1 Raipur Road, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 30047 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: 500908067Q, Status :Individual, Executed by: Self, Date of Execution: 24/11/2017 Admitted by: Self, Date of Admission: 24/11/2017, Place: Office

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
	Nis Bepari Developers Pvt. Ltd. 215 Nayabad Nabodit, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, Inda, PIN - 700099, PAN No.:: AAHCB2128C, Status:Organization, Executed by: Representative

Repr≪sentative Details:

Name	Photo	Finger Print	Signature
Shri Sambhu Nayek Sin of Shri Mantu Mohan Nayek Date of Execution - 24/11/2017, Admitted by: Self, Date of Admission: 24/11/2017, Place of Admission of Execution: Office			Acuston of orlast
Amission of Execution: Office			
24-Parganas, West Bengal, In Citizen of: India, , PAN No.:: A Developers Pvt. Ltd. (as Direc	idia, PIN - 700099 NFHPN4210R Stator)	9, Sex: Male, By (Caste: Hindu, Occupation: Others,
24-Parganas, West Bengal, In Chizen of: India, , PAN No.:: A Developers Pvt. Ltd. (as Direc Name	I Park 1st Road, F Idia, PIN - 70009 NFHPN4210R Sta	P.O:- Panchasaya 9, Sex: Male, By (r, P.S:- Purba Jadabpur, District:- Caste: Hindu, Occupation: Others,
24-Parganas, West Bengal, In Chizen of: India, , PAN No.:: A Developers Pvt. Ltd. (as Direction - Name Shri Sankar Prasad Bepari Son of Shri Shyamlal Bepari Date of Execution - 24/11/2017, , Admitted by: Self, Date of Admission: 24/11/2017, Place of	l Park 1st Road, F idia, PIN - 700099 NFHPN4210R Stattor)	P.O:- Panchasaya 9, Sex: Male, By 0 tus : Representat	r, P.S:- Purba Jadabpur, District:- Caste: Hindu, Occupation: Others, tive, Representative of : M/s Bepar
24-Parganas, West Bengal, In Citizen of: India, , PAN No.:: A Developers Pvt. Ltd. (as Direc	l Park 1st Road, F idia, PIN - 700099 NFHPN4210R Stattor)	P.O:- Panchasaya 9, Sex: Male, By 0 tus : Representat	r, P.S:- Purba Jadabpur, District:-S Caste: Hindu, Occupation: Others, tive, Representative of : M/s Bepar

	Name & address
Mr Niranjan Karmakar	
Son of Late D M Karmakar	
High Court Calcutta P O - G P C	C. Uses Clearl District Matter West Described DM 700004 Com Male D
	.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, B
Caste: Hindu, Occupation: Advo	e, Citizen of: India, , Identifier Of Shri Ajit Kumar Dutta, Shri Sambhu Nayek, Shri
Caste: Hindu, Occupation: Advo	
Caste: Hindu, Occupation: Advo	
	e, Citizen of: India, , Identifier Of Shri Ajit Kumar Dutta, Shri Sambhu Nayek, Shri

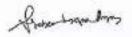
Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	Shri Ajit Kumar Dutta	M/s Bepari Developers Pvt. Ltd9.67083 Dec
Trans	fer of property for S1	
SI.No	From	To. with area (Name-Area)
1	Shri Ajit Kumar Dutta	M/s Bepari Developers Pvt, Ltd100.00000000 Sq Ft

Endorsement For Deed Number: I - 163003488 / 2017

On 22-11-2017

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 72,03,048/-



Sati Prosad Bandopadhyay DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 24-11-2017

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 12:58 hrs. on 24-11-2017, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Shri Ajit Kumar Dutta, Executant

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

Execution is admitted on 24/11/2017 by Shri Ajit Kumar Dutta, Son of Late Abinash Chandra Dutta, 230/1 Raipur Road, P.O. Garia, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Retired Person

Indetified by Mr Niranjan Karmakar, , , Son of Late D M Karmakar, High Court Calcutta, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN , 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 24-11-2017-by Shri Sambhu Nayek, Director, M/s Bepari Developers Pvt. Ltd., 235 Nayabad Nabodit, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700099

Indetified by Mr Niranjan Karmakar, , , Son of Late D M Karmakar, High Court Calcutta, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 24-11-2017 by Shri Sankar Prasad Bepari, Director, M/s Bepari Developers Pvt. Ltd., 235 Nayabad Nabodit, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700099

Indetified by Mr Niranjan Karmakar, , , Son of Late D M Karmakar, High Court Calcutta, P.O: G P O, Thana: Hare "Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate Pay Fent of Fees

Certiled that required Registration Fees payable for this document is Rs 11,053/- (B = Rs 11,000/- ,E = Rs 21/- ,H ≃ Rs 24-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 11,053/-

Des Ciption of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB On the on 23/11/2017 12:34PM with Govt. Ref. No: 192017180119705591 on 23-11-2017, Amount Rs: 11,053/-, Ban & BANK Of INDIA (BKID0004000), Ref. No. 54685009 on 23-11-2017, Head of Account 0030-03-104-001-16

Pay Rent of Stamp Duty

Certilled that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 1,000/-, by offine = Rs 9,021/-

Des Ciption of Stamp

Stemp: Type: Impressed, Serial no 413060, Amount: Rs.1,000/-, Date of Purchase: 22/11/2017, Vendor name:

Samiran Das Desciption of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/11/2017 12:34PM with Govt. Ref. No: 192017180119705591 on 23-11-2017, Amount Rs: 9,021/-, Bank: BANK Of INDIA (BKID0004000), Ref. No. 54685009 on 23-11-2017, Head of Account 0030-02-103-003-02

Gregor Lysque Mysey

Sati Prosad Bandopadhyay DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - V SOUTH 24-**PARGANAS**

South 24-Parganas, West Bengal

Certife to of Registration under section 60 and Rule 69.

Regis fered in Book - I

Volum number 1630-2017, Page from 107152 to 107204

being to 163003488 for the year 2017.



Graher tosupor Moyor

Digitally signed by SATIPRASAD BANDYOPADHYAY Date: 2017.11.24 17:46:05 +05:30 Reason: Digital Signing of Deed.

(Sati Prosad Bandopadhyay) 24-11-2017 17:46:00 DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS West Bengal.



(This document is digitally signed.)