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Additional Registrar of Assurances-IV, Kolkata

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Signature of Additional Registrar of Assurances-IV, Kolkata

14 FEB 2019

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the 14th Day of February, 2019 (Two Thousand and Nineteen) Christian Era.

Contd to page...2

39906

04 FEB 2019

NO. _____ DATE _____
NAME _____
ADD _____
AMT 5000/- Five thousand only

K. N. Chakraborty
High Court - Calcutta

Date: 10-2
RN:
DEPOS



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MOUSUMI GHOSH
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE



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ADDITIONAL REGISTRAR
OF ASSURANCES - IV, KOLKATA
04 FEB 2019

Identified by me :-
K. N. Chakraborty
Advocate
s/o Late N. N. Chakraborty
High Court,
Calcutta.

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

19-201919-034700198-1
RN Date: 11/02/2019 21:04:22
BRN : W00KSJBR0

Payment Mode : Online Payment
Bank : State Bank of India
BRN Date: 11/02/2019 21:05:28

DEPOSITOR'S DETAILS

Id No. : 19040000198637/5/2019
(Query No./Query Year)

Name : Sulagna Banerjee
Contact No. : Mobile No. : +91 9051300528
E-mail :
Address : 193 Dumdum Park Kolkata 55
Applicant Name : Mr K N CHAKRABORTY
Office Name :
Office Address :
Status of Depositor : Seller/Executants
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	19040000198637/5/2019	Property Registration- Stamp duty	0030-02-103-003-02	35020
2	19040000198637/5/2019	Property Registration- Registration Fees	0030-03-104-001-16	101

In Words : Rupees Thirty Five Thousand One Hundred Twenty One only
Total 35121



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
14 FEB 2019

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IN BETWEEN

SRI DIBYENDU MUKHERJEE, (PAN No. AIGPM2993N), Son of Late Debesh Mukherjee, by faith-Hindu, by occupation-Business, presently residing at 121, Dum Dum Park, P.S.- Lake Town, P.O. Bangur Avenue, Kolkata-700055, Ward No. 28, within the limit of South Dum Dum Municipality, in the District of North 24 Parganas hereinafter referred and called as **LANDOWNER** (which expression shall unless excluded by repugnant to the context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns of the **FIRST PART**).

M/S. PARK PROPERTIES A Proprietorship Firm represented by its proprietor **SRI UTPAL MAITY** (PAN No. AGTPM4770C/AADHAAR No.9122-3802-2348) Son of Late Gostha Behari Maity, having its office at 638, Dum Dum Park, P.S.- Lake Town, Kolkata-700055, hereinafter called as **DEVELOPER**(which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representative, assigns and nominees) of the **SECOND PART**.

WHEREAS the Krishnapur Refugee Co-operative Colony Ltd., a Registered Co-operative Society of under the Bengal Co-operative Act, 1940 (Bengal Act XXI of 1940) and its statutory modification and/or reactments thereof in force from time to time, having registered No. 69/24, Parganas, 1949, having its Registered Office at Dum Dum Park, Kolkata-700055, P.S. Previously Dum Dum, now Lake Town, within the limit of South Dum Dum Municipality, Ward No. 28, in the District of North 24 Parganas, was the sole and absolute owner and was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of land by an estimation measuring 85.33 Acres to the same or little more or less in **C.S. Dag No. 2323, 2324, 2326, 2327, 2330-2333, 2343-2373, 2376-2393, 2395-2404, 2413-2417, 2425-2432, 2440, 2442-2491 & 2555-2558**, in Mouza: Krishnapur(presently Shyamnagar), J.L. No. 17, Sub-Registry Office previously Cossipore Dum Dum (presently A.D.S.R.O. Bidhan Nagar), previously within P.S. Rajarhat thereafter Dum Dum and now Lake Town, within the Jurisdiction of District 24 Parganas, (previously within 24 Parganas, before partition/dividation) including 5 Cottahs of Land, being Scheme Plot No. 121, at Dum Dum Park, C.S. Dag No. 2352, 2362 in Mouza-previously Krishnapur and presently Shyamnagar, fully and specifically specified in Schedule 'A'

hereunder written, by virtue of Registered Deed of Conveyance, executed by appropriate authorities on behalf of the **STATE OF WEST BENGAL** therein mentioned as **VENDOR** in favour of the said **THE KRISHNAPUR REFUGEE CO-OPERATIVE COLONY LTD.**, therein mentioned as purchaser and registered in the office of Sub-Registrar office Cossipore, Dum Dum and duly recorded in Book No. 1, Volume No. 175, Pages 193 to 200, being No. 9811 for the year 1975, against valuable consideration mentioned therein.

AND WHEREAS the said Krishnapur Refugee Co-operative Colony Ltd represented by its the then Secretary and Director as per resolution adopted in its Board of Directors Meeting sold, transferred, and part with possession of while seized and possessed of **ALL THAT** piece and parcel of land by an estimation 05 Cottahs of land more or less being Scheme Plot No. 121, Dum Dum Park, comprised C.S. Dag no. 2352, 2362, Mouza-Krishnapur, presently Shyamnagar, J.L. No. 17, Sub-Registrar Office at Alipore 24 Parganas, under P.S. Lake Town, presently A.D.S.R.O. Bidhan Nagar and specified in Schedule A written in favour of Amita Mukherjee, wife of Late Debesh Chandra Mukherjee being the absolute owner therein by a Deed of Conveyance

executed by the said Krishnapur Refugee Co-operative Colony Ltd. through it's the then Secretary Sunil Kumar Mukherjee, and Director Ajit Kumar Chatterjee, Registered in the office of Sub-Registrar office at Alipore 24 Parganas on 15.04.1977 which has recorded in Book No. 1, Volume No. 70, Pages from 202 to 206, being no. 2148 for the year 1977.

AND WHEREAS after purchasing the said plot of land, the said Amita Mukherjee became the absolute owner of the said plot of land and thereafter she mutated her name in the record of concerned municipality and paying taxes regularly. Thereafter her husband Debesh Mukherjee died on 6th April 1978.

AND WHEREAS the said Owner Amita Mukherjee constructed a two storeyed building standing upon the said land and had been enjoying and possessing the said Premises Being No. 121, Dum Dum Park, Kolkata-700055, by residing therein with her family members.

AND WHEREAS the Amita Mukherjee died intestate on 8th June, 2001, leaving behind her one daughter Smt. Anusuya Chatterjee, wife of Sri Bishmadev Chatterjee and one son Sri Dibyendu Mukherjee as her legal heiresses and successors and according to provision of the Hindu Succession Act, said Smt. Anusuya Chatterjee and

Sri Dibyendu Mukherjee became the joint owners of the said property and each of them had undivided 1/2th Share in the said joint property.

AND WHEREAS after the death of the said Owner Amita Mukherjee, her daughter Smt. Anusuya Chatterjee, executed a Deed of Gift on 3rd September, 2001 which was registered in the office of A.D.S.R. Bidhan Nagar, in Book No. 1, Volume No. 353, Pages from 11 to 24, Being No. 06634 for the year 2001 in favour of Sri Dibyendu Mukherjee and through the said Gift Deed dated 03.09.2001, the said Anusuya Chatterjee gifted and transferred her undivided 1/2th Share in the said joint property in favour of her brother Sri Dibyendu Mukherjee. And thus Dibyendu Mukherjee has become the absolute Owner of the said Premises/Property, being No. 121, Dum Dum Park, Kolkata-700055.

AND WHEREAS now Sri Dibyendu Mukherjee the Landowner herein, is enjoying and seized & possessed of the said Premises by mutating his name in the office of the South Dum Dum Municipality and paying taxes regularly etc. Municipal Holding No. 114(Old), 164(New), Dum Dum Park and **he has absolute right, title, interest in the said Property.**

AND WHEREAS THE LANDOWNERS/VENDOR herein is now desirous for developing the said land by raising a multi-storeyed building therein since his residential house is very old and dilapidated condition for which he has settled his mind to construct a multi-storeyed building with all modern facility and amenities by a local reputed Developer. In this connection he has no experience and requisite fund to construct the said multi-storeyed building over the said land by demolishing the existing structure thereon.

AND WHEREAS in that view of circumstances aforesaid, owner herein will execute a Power of Attorney unto and in favour of the Developer to do all the necessary things relating to execute and perform all lawful acts deeds and things for completing and constructing the proposed multi-storied building as specifically mentioned hereinbelow.

AND WHEREAS by virtue of the aforesaid Power of Attorney the Developer hereto shall be authorized to start Development work at the said premises and accordingly the developer has undertaken the said development work by constructing the Multi-storied building at **Premises No. 121, Municipal Holding No. 114(Old), 164(New) Dum Dum Park, P.S- Lake Town, P.O. - Bangur Avenue,**

Kolkata-700055, exclusively at the Developer own costs, expenses, risk and arrangements on the terms and condition specified hereunder.

NOW THIS AGREEMENT WITNESSETH as follows:-

In these presents unless there is anything repugnant to or in consistence with.

ARTICLE - I DEFINATION

- 1.1 **LANDLORD:- SRI DIBYENDU MUKHERJEE**, son of Late Debesh Mukherjee, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at 121, Dum Dum Park, P.S.- Lake Town, P.O.- Bangur Avenue, Kolkata-700055.
- 1.2 **DEVELOPER:-** shall means M/s. PARK PROPERTIES represented by its sole proprietor SRI UTPAL MAITY, son of Late Gostha Behari Maity, having its registered office at 638, Dum Dum Park, P.S.- Lake Town, Kolkata-700055.
- 1.3 **TITLE DEED:-** shall mean all the original documents relating to all that piece and parcel of land measuring 05(Five) Cottahs of Bastu Land be the same a little more or less lying and situated at Plot No. 121, Municipal Holding No. 114(Old), 164(New), P.S.- Lake Town, P.O.- Bangur Avenue, Ward No.- 28, under South Dum Dum Municipality, morefully and particularly described in the "A" Schedule hereunder written.

- 1.4 **BUILDING** :- shall mean the one multi-storied building (G+5) to be constructed on the said premises as per sanctioned plan of the South Dum Dum Municipality and to be known as DEBESH APARTMENT.
- 1.5 **COMMON FACILITIES AND AMENITIES**: shall mean corridors, Staircase, Passage, Ways, Drive Away, Pump Room, Deep Tubewell, Lift Room, Underground/Overhead Water Reservoir Pump and Motors Roof and other required for use and enjoyments maintenance and/or management of the Building as per Apartment or Ownership Act 1972.
- 1.6 **SALEABLE SPACE**: shall mean sanctioned units/flats and/or space including commercial, Car Parking (if any) in the building available for independent use after making due provision for common facilities and amenities.
- 1.7 **LANDLORD'S ALLOCATION**:- 50% (Fifty Percent) of total Construction area which distribute as follows:-
Entire 2nd Floor & entire 4th Floor consisting of 3(Three) Flats in each floor in different size & shape and 2(Two) Car Parking Space measuring 150 Sq.ft. each and 2(Two) Commercial Space measuring 300 Sq.ft. each at Ground Floor right side north-west corner of the building & 50% of construction area at top floor having One flat North-West Corner of the Building.

- 1.8 **DEVELOPER'S ALLOCATION:-** Balance 50% Space shall all other floor and Flat save and except the Landlord's Allocation which mentioned above together with proportionate share of common facilities and amenities alongwith proportionate share of land attached to available with said Multi-Storeyed building (G+5) of total construction area.
- 1.9 **ARCHITECT:** Shall mean such qualified architect, who being appointed by the Developer after discussion with owner shall desire and draw the plan of the Building and obtain the required sanctioned for construction of such building plan from the appropriate authority of South Dum Dum Municipality.
- 1.10 **TRANSFER:** Shall mean and include transfer by possession and by any other means adopted for effecting the lawful transfer of space/area of the Building to the Purchaser/Purchasers.
- 1.11 **TRANSFeree:** Shall mean any person, firm, corporate body, or association of persons to whom any flat, shop or space in the building would have been transferred.
- 1.12 **TEMPORARY ACCOMMODATION:** Shall mean the Developer arrange the temporary accommodation of the Landowner on the construction period in the surrounding area at his own cost, till the owners get possession in the proposed Flats at 121, Dum Dum Park, Kolkata-700055 and demolition cost of existing building will be received by the Developer.

ARTICLE - II COMMENCEMENT

- 2.1 This Agreement shall be deemed to have been commenced with effect from the 14th Day of February 2019 (Two Thousand and Nineteen) Christian Era.

ARTICLE - III LANDLORDS' RIGHT & REPRESENTATION

- 3.1 The Landlord hereto absolutely seized and possessed and/or well and sufficiently entitled to the said Premises not exceeding and area of 05(Five) Cottahs be the same a little more or less out of the total land in the said Premises.
- 3.2 The said Premises is free from all encumbrances and the landlord hereof have good and marketable title in all respect relating to the said Premises.
- 3.3 There is no excess vacant land at the said premises within the meaning of the Urban Land (Ceiling and Regulation Act, 1976, furthermore, the said premises have not been subject to any notice of attachment under the Public Demands Recovery Act.

ARTICLE - IV DEVELOPER/PROMOTER'S RIGHTS

- 4.1 The landlord hereby grant subject to what has been hereunder provided, exclusive right to the Developer to develop the said premises by way of constructing the multi-storied building therein in accordance with the sanctioned building plan of the South Dum Dum Municipality.

- 4.2 All application, plans, papers and documents required for constructing the proposed multi storied building shall be prepared and submitted by the Developer on behalf of the Landlord after discussion at the Developer's own costs and expenses required to be paid or deposited for the purpose of development of the said premises.
- 4.3 It is made clear that save and except the share of the Landowner in the proposed building as mentioned in Clause 1.8 of Article - I and second schedule (Part-I), all other floors and flats in the building will be property of the developer hereto and if the developer so desires, it should be disposed of by them in favour of any prospective buyer/buyers could at such consideration or price as seem fit just and proper by the Developer, except the administrative formalities of signing the Deed of Conveyance or whatsoever, to be done jointly by the Owners and Developer.

ARTICLE - V
CONSIDERATION

- 5.1 The landowner hereof will execute Registered Development Power of Attorney on the 05th Day of MARCH 2019 unto and in favour of the Developer hereto empowering thereunder the Developer to do and perform all such sets, deeds and things

that are required to be done for developing the said premises by completing the constructional work of the multi storied building and also to sell the flats thereunder in favour of the intending purchaser/purchasers, after complete delivery of possession to the owners in respect of their allocation (Owners' allocation). Except the administrative formalities of signing the Deed of Conveyance or whatsoever, to be done jointly by the Owner and Developer.

ARTICLE - VI
DEALING OF SPACE IN THE BUILDING

6.1 The Developer shall on completion of the Building, put the Landowner undisputed possession of the owners' allocation **TOGETHER WITH** the right in to common facilities and amenities relating to the building which will be enjoyed proportionately with other owners of Flat/Flats with proportionate share of land. It is hereby mentioned that until the possession of the Owner's Allocation in the said building is handed over to the owner, the Developer shall have no right to sell and/or transfer his allotted portions to the third parties, but the developer may enter into Agreement for Sale or to receive advance amount from the intending purchasers in respect of the Developer's allocation only.

The owner will be entitled to transfer or otherwise deal with the land owners' allocation in the building at their absolute discretion as per Para No. - I, Clause No.- 7 (LANDOWNER'S ALLOCATION).

6.3 The Developer being the Party of the other Part shall be of liberty to negotiate for the sale of floors/flats of the building under construction together with proportionate share of land excluding and exceeding the space provided for Landowners' allocation which mention herein above with any prospective purchaser/purchasers at such consideration and on such terms and conditions as the Developer shall think fit and proper. The Landowner hereto however, at the request of the Developer shall execute and register provided they find it adhered administratively necessary Deed of Conveyance/Conveyances unto and in favour of the Purchaser or Purchasers towards sale of Flat or Flats in the said building as and when called for **PROVIDED HOWEVER** the costs of such Conveyance/Conveyances including the cost of the non-judicial Stamps and registration expenses and all other legal expenses shall be borne and paid by the purchasers of Flat/Flats, subjects to prior delivery of possession to the landowner in respect of their allocation in accordance with the condition mentioned hereinbefore.

It is already agreed to and declared by the Landowner hereto that as the entire cost of the consideration of the multi-storied building and other related expenses thereto are to be borne by the Developer exclusively without any investment on the Landowner. For such reason, the consideration money receivable towards sale/transfer of Units /flats and/or spaces fallen under developer's allocation as aforesaid including earnest money or booking amount therefore shall be received and enjoyed and appropriate exclusively by the Developer and the Landowner thereof will have no claims on any part of possession to the landowner in respect of their allocation in accordance with the ratio as mentioned herein before.

ARTICLE - VII
BUILDING

7.1 The Developer shall at the Developer's own costs construct erect and complete the multi-storied building at the said premises in accordance with the sanctioned plan with such materials and will such sanctioned plan with such materials and will such specifications as are mentioned in the Second Schedule which give here-in-under written and as may be recommended by the Architect of the Developer from time to time.

- 7.2** Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto, provided the owners find it strictly as per good standards and the specifications laid in the agreement.
- 7.3** The Developer shall install and erect in the said building at the developers' own cost Pump Set, Deep Tube-well water storage tanks, overhead reservoirs, electric wiring, fittings and installations and other facilities as are required to be provided in a residential building having self contained flats and constructed for sale of flats on ownership basis.
- 7.4** The Developer shall be authorized in the name of the Landowner to apply for and obtain allocations for cement, all types of steels, bricks, other building material and accessories allocable to the owner for the construction of the Building and similarly to apply for and obtain temporary and permanent connections of water supply from Deep Tubewell, Municipal Supply of Water (if available) electric supply, telephone.
- 7.5** The Developer shall at his own costs and expenses and without creating any financial or other liability upon landowner, construct and complete the said multi-storied building living several self contained Flats in accordance with the sanctioned Building plan.

- 6 As from the date of taking over possession of the said premises by the Developer or starting the construction of the said Building any liability becoming other outgoing i.e. Electric Bill, Tax in respect of the said premises for new construction of the Building and till such time as the possession of the landowners' allocations is made, shall be borne and paid by the Developer.
- 7.7 And from the date of service of notice of possession of the landlord allocation, the owner shall be responsible to pay and bear and shall forthwith pay to the developer the service charges for the common facilities in the new building payable in respect of the owners' allocation. Such charges are to include proportionate share of premium for the insurance of the Building (if any), water, fire and servicing charges, taxes, light, sanitation, renovation, replacement, repair and maintenance charges and expenses for the building and all common wiring, pipe, electrical and mechanical equipments, pumps, motors and other electrical and mechanical installations, appliances and equipments, stairways, corridors, halls, passage ways, gardens, part-way and other facilities whatsoever as may be mutually agreed from time to time.

Both the Developer and the Landowner herein shall enjoy their respective allocations/portions in the said multi-storied building forever with absolute right and title to hold, use, occupy, enjoy transfer, sale, gift and assign the same in any manner they like and such rights and title to hold, use occupy, enjoy transfer, sale gift and assign the same in any manner they like and such rights and title of the parties hereto in no way could be taken off or infringed by either of the party under any circumstances.

- 7.9** Any transfer relating to any portion of the owners' allocation in the new building shall be subject to the provisions contained hereto and the respective transferee shall be responsible to honour all the terms and conditions hereof without raising any objection.

ARTICLE - VIII
COMMON RESTRICTIONS

The Landlords' allocation in the proposed building shall be subject to the same restrictions as are applicable to the Developer's allocation in the building intended for common benefits of the all occupiers of the Building which shall include the following:-

- 8.1** Neither Party hereof shall use their respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor shall use the same in such manner which might have caused any nuisance or hazard to the other occupiers of the building.
- 8.2** Neither Party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 8.3** Both the Landlord and the Developer shall keep the interior walls, floors, sewers, drains, pipe and other fittings and fixtures of their respective allocation so the same may not cause any damages to the building.
- 8.4** No goods or other items shall be kept by either party for display use in the building and no hindrance shall be caused in any manner in the free movement of users of the corridors and other places of common use in the Building.
- 8.5** Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the Building.

- 8.6 Either of the Parties shall permit other's workmen and representatives at all reasonable times to enter into others allocation any every party thereof for the purpose of repairing, maintaining, rebuilding, cleaning and keeping in the Building and it's common areas in good order and condition.

ARTICLE - IX
LANDLORDS' OBLIGATIONS

- 9.1 The Landlord doth hereby agrees and covenants with Developer not to cause any interference or hindrance in the lawful construction of the said multi-storied building at the said premises. If any interference or hindrance is caused by the Landlord or by any of their agents, servants and representatives in that event, the Landlord will be liable to any demurrage to the Developer.
- 9.2 The Landlord doth hereby further covenant with Developer not to do any act, deeds or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the Building at the said Premises in favaur of the intending purchaser/purchasers of Flat/Flats in

the said Building provided the owners find it administratively, as described time and again.

- 9.3** The Landlord doth hereby agree and covenant with the Developer not to let out, grant lease, mortgage and/or charge or part with possession of the said premises or any portion thereof without the consent in writing of the Developer with effect from the date of the present Agreement hereof.
- 9.4** The Landlord hereto will have no right, authority and power to terminate and/or rescind the present Agreement within the stipulated period of construction of the said Multi-Storied building (G+5) i.e. within 30 Months from the date sanction of the Building Plan or from the date of handing over of the vacant possession of the said premises to the Developer, whichever will be later; but it is hereby mentioned that the Developer shall obtain the sanctioned plan from the South Dum Dum Municipality positively within 6(Six) months from the date of execution of this Agreement. However, any notice of termination of the present Agreement, if being made by the landlords for violating of any term of the present Agreement, the same shall be issued at least with 1(One) Months' notice period upon the Developer.

- 9.5** The Landlord hereto undertake not to create any kind of charge or mortgage including that of equitable mortgage by depositing the Title Deeds of the said Premises /Lands or any portion thereof at anytime during the substance of the present Agreement.
- 9.6** The Landlord hereto show or present all the original Deeds of the said property when and where require.

ARTICLE - X
DEVELOPER'S OBLIGATIONS

- 10.1** The Developer doth hereby agrees and covenants with the Landlord to complete the construction work of the multi-storied building alongwith common facilities within 30(Thirty) Months from the date of signing of the Development Agreement. And/or from the date of obtaining sanctioned Building Plan from the South Dum Dum Municipality; but the Developer shall obtain the Building plan from the Municipality positively within 6(Six) months from the date of execution of this Agreement.
- 10.2** The Developer hereby agrees and covenants with the Landlords not to transfer and/or assign the benefits of the present agreement or any portion thereof to any third party without the consent in writing of the landlords.

The Developer hereby agrees and covenants with the Landlord not to violate or contravene any of the provisions of the Building rules as applicable for construction of the said Multi-Storied Building.

10.4 The Developer hereby further agrees and covenants with the Landlord not to do any act, deed or thing whereby the landlord are prevented from enjoying selling, assigning and/or disposing of any part or portion of the landlord allocation in the said Building.

10.5 The Developer hereby also agrees not to part with possession of the Developer's allocation or any part or portion thereof unless possession of the landlords' allocation is delivered to the Landlord **PROVIDED HOWEVER** it will not prevent the Developer from entering into any Agreement for Sale or transfer or to deal with the Developer's allocation and it is made clear that the Landlord shall remain bound to execute all agreement for sale or transfer concerning Developer's Allocation, if so required by the Developer, provided the owners find it administratively as described.

10.6 The Developer hereby also agrees to pay the temporary accommodation charges of the Landowner or arrange temporary accommodation locally during the construction period.

The Developer needs to provide the copy of the Aadhaar and Pan Card duly signed to the owners prior to signing the agreements.

ARTICLE - XI
LANDLORDS' INDEMNITY

11.1 The Landlord hereby undertakes that the Developer shall be entitled to do all necessary works for completion of the construction work of the said multi-storied building and shall enjoy it's allocated space without any interference or disturbance on the part of the landlord and their agents provided the Developer perform and fulfills all the terms and conditions herein contained.

ARTICLE - XII
DEVELOPERS' INDEMNITY

12.1 The Developer hereby undertakes to keep the landlord indemnified against all their party claims and actions arising out of any sort of act of commission of the Developer in relation to the making construction of the said Building

ARTICLE - XIII
MISCELLANEOUS

13.1 The Landlord and the Developer have entered into the present agreement purely as a contract and nothing contained herein shall

is deemed to construe as a partnership between the parties hereto in any manner nor shall the parties hereto constitute an Association of partners.

13.2 It is understood that from time to time to facilitate the construction work of the building by the Developer various deeds, matters and things not herein specified may be required by the Developer for which the Developer may need other documents relating which specific provisions have not been mentioned herein and you meet up such situation the landowner doth hereby undertakes further that they and each of them if required, severally and jointly shall extend their hands of fullest cooperation the matter as far as practicable according to law and circumstances.

13.3 The Landowner and the Developer hereby agree to abide by all the rules and regulations to be framed by any Society/Association who will be in charge of management of the affairs of the Building and/or common parts/areas thereof and hereby given their consent to abide by such rules and regulations.

13.4 The name of the Building has been agreed and decided by the parties to be **DEBESH APARTMENT**.

in these present shall be constructed as a demise, or assignment or conveyance in law of the said Premises or any part thereof to the Developer by the Landlord or shall create any right, title or interest in respect thereof in favour of the Developer other than exclusive license in favour Developer to develop the same in terms of these present **PROVDIED HOWEVER** the Developer will be entitled to borrow money from and bank or banks or from any individual or financial institutions or from any financier for the purpose of completion of the construction work of the said building without crating any charge or financial liability on the Landowner or affecting their estate and interest in the said premises and it being expressly agreed and understood that in no event the landowner nor any part or their estate shall be responsible and/or be made liable for payment of any dues to such Banker Banks, financial institutions/financier and for that purpose the Developer shall keep the Landowner indemnified agents all actions, suits, proceedings, costs, charge and expenses.

13.6 It is hereby made clear that notwithstanding anything contained herein the landowner shall sign and execute necessary Deed of Conveyance/Conveyances in favaour of the prospective purchaser/Purchasers of Flats and other units/spaces fallen

Developer's allocation as and with called for by the provided the owners find it correct administratively the landowner as vendor in all such Conveyance/Conveyances however, shall not claim or be entitled to claim and/or demand any amount towards the value of the proportionate share of the land or towards the value of the constructed area as the case may be.

13.7 It is made clear that, upon completion of the constructional work of the multi-storied building the landowner would have 50% of total construction area (G+5) storied building which will be entire 2nd & 4th Floor consisting 3(Three) Flats in each floor and 50% of construction area of Top(5th) Floor having One Flat which stand North West Corner of the Building and 2(Two) Commercial Space measuring 300 Sq.ft. each & 2(Two) Car Parking Space measuring 150 Sq.ft. each at Ground Floor in North West Corner of the proposed multi-storied building with all facilities and amenities alongwith the areas of floors as described earlier share and the Developer shall have remaining Flats, share, right, title and /or interest in respect of roof proportionally of the multi-storied building namely DEBESH APARTMENT and other occupiers of the Building.

name of the proposed building/apartment shall be made '**DEBESH APARTMEN'**

**ARTICLE - XIV
FORCE MAJEURE**

14.1 The Parties hereto shall not be considered to be considered to be liable for any obligation performance of which would have been prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".

14.2 "Force Majeure" shall mean Flood, earthquake, riot, storm, tempest, strike and/or any other act or commission beyond the control of the parties hereto.

14.3, If the construction work of the said building will not be completed within the stipulated period **30(Thirty) Months** for any of the reasons beyond the control of the Developer and mentioned under this Articles, in that event, the period of completing the construction work of the said building will be extended for a further of 06(Six) Months or such extended period as may be agreed by the parties herein considering the situation.

**ARTICLE - XV
PENAL CLAUSE**

15.1 It is free from all encumbrances made clear that, in the event the Developer fails and/or neglects to start construction work even

after obtaining sanctioned building plan of the South Dum Dum Municipality as well as handing over of the vacant possession of the land from the landowner to start the construction work at the said premises as per the terms of this Agreement, then and in that case, the Developer shall pay damages to the Landowner @ Rs. 20,000/- (Rupees Twenty Thousand) each month delay for a maximum period of 6(Six) months from the said fixed period of 30(Thirty) Months. Further that, if the Developer abandoned the construction work after some progress, any untoward incident happened on the part of the Developer, this agreement seized with immediate effect and the owners will take possession of the land alongwith the Developed Building. then also the above consequences will follows and the lands will be returned to the Landlord.

15.2 If any dispute arises between the parties with regard to violation of the terms of the Agreement, in that event the either party may sue the other before the competent Court of Law for his relief.

**THE FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO
THE LAND SCHEDULE (A)**

ALL THAT piece or parcel of undivided shares of Bastu Land having total measurement of 05(Five) Cottahs be the same little more or less at

Plot No. 121, Dum Dum Park, Pin-700055, alongwith a Two Storied building having 700 Sq.ft. each floor, comprised in C.S. Dag No. 2352, 2362 having Holding No.114(old), 164(New), circle No. 7, within the limits of the Ward No. 28 of the South Dum Dum Municipality under Mouza-Shyamnagar, within the jurisdiction of the Additional District Sub-Registrar at Bidhan Nagar, Salt Lake City under Police Station, District North 24 Parganas, which is butted and bounded in the manner following that is to say:-

On the North : 30' wide Road
 On the South : Plot No. 136 Dum Dum Park
 On the East : Plot No. 120 Dum Dum Park
 On the West : Plot No. 122 Dum Dum Park

THE SECOND SCHEDULE OF THE PROPERTY
ABOVE REFERRED TO
(Schedule B)

1.7 LANDLORD'S ALLOCATION:

50% of total construction area which distribute as follows:

- 1. Entire 2nd & 4th Floor having 03(Three) Flats in each floor in different size & shape.**
- 2. 50% of construction area at 5th (Top) Floor having one Flat at North-West Corner of the Building.**
- 3. 2(Two) Commercial Space having 300 Sq.ft. each & 2(Two) Car Parking Space measuring 150 Sq.ft. each at Ground Floor, North-West Corner of the Building alongwith all amenities & Facilities.**

1.8 DEVELOPER'S ALLOCATION:

Shall mean all other Flats save and except the Landowner's allocation which mentioned above togetherwith proportionate share with common facilities and amenities alongwith proportionate share of land attached and available with the said Multi-storied building.

THE THIRD WORK SCHEDULE OF LANDLORDS ALLOCATION

1. **R.C.C. STRUCTURE:** As per design of sanctioned Building Plan which will be approved by the South Dum Dum Municipality.
2. **BRICKWORK:** 8" Outer wall of building 5" out to out of every Flat, 3" inside wall every wall.
3. **PLASTERING:** 1" Thick inside and outside of all flats.
4. **FLOORS:** All floors will be Vitrified Tiles and floor Toilets and will be Anti-Skid Vitrified Tiles.
5. **DOOR:** Main Door of Flat will be 1½" thickness C.P. Teak (Segun) Palla and all inside Palla will be Hydraulic Press Flash Door Green Ply & Kitchen & Toilets Palla will be SINTEX DOOR with One No. Collapsible Gate in each flat.
6. **WINDOW:** All window Palla will be Aluminum sliding Palla with 1½" Aluminum Frame covered with M.S. Grill with Glass.

7. **SANITARY & PLUMBING** : All waterline inside the Flat will be best quality CPVC Pipe and all sanitary Fittings will MARC Brand Fittings & Basin, Commode will be White Color Parryware or Hindware Brand and all outside water line will be Supreme Gold Pipe.
8. **WATER CONNECTION**: Water supply round the clockwise collect from Deep tubewell through submersible pump or Municipal Water Connection from underground reservoirs through Jet pump to overhead water reservoir if it will be available sufficiently.
9. **ELECTRIFICATION**: The Landowner's have own electric meter in personal name from C.E.S.C. arrangement & Financed by Developer, all Electric Line will be concealed. All electric wire will be **FINOLEX Brand**. All Electric Fittings will be **ANCHOR** made **ROMA** Modular Switch

Nos. of Points: In Bed Room 03(Three) Light Point, 01(One) Foot Lamp Point, 01(One) 5Amp Plug Point, 01(One) Fan Point and in Master Bed Room 01(One) A.C. Point.

In Drawing/Dining Space: 05(Five) Light Point, 01(One) 15Amp Plug Point, 01(One) T.V. Point, 01(One) Concealed Telephone Point, 01(One) Cable Line Point, 02(Two) Fan Point.

In Kitchen : 01(One) Light Point, 01(One) 15Amp Plug Point for mixer or Micro-Oven, 01(One) Fridge Point, 01(One) Exhaust Fan or Chimney Point, 01(One) Aqua Guard Point.

In Attached Toilet: 01(One) Light Point, 01(One) Exhaust Fan Point. In common Toilet: 01(One) Light Point, 01(One) Exhaust Fan point & water point also.

In balcony 01(One) light Point, 01(One) Washing Machine Plug Point & water exit facility.

In Main Gate: 01(One) Light Point, 01(One) Calling Bell Point.

10. **PAINTS;** Paints of inside of each flat will PUTTY duly primer and paints velvet emulsion and outside of building will be weather coat paints, Asian Ultra or Berger and doors frame and Pallas painted with primer and oil color.

11. One No. Five Passenger self operated lift make by OTIS

12. Floor or Roof will be Mosaic.

IN WITNESSETH WHEREOF both the parties hereto doth hereunto set and subscribe their respective hand and seal in presence of witness named hereinbelow on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

At Kolkata in presence of

WITNESSES:-

1. Mayna Mukherjee

121, Dum Dum Park

Kolkata - 55

2. Anjanath Chatterjee
High Coast
Calcutta

Asibyanu Mukherjee

Signature of the
Landlord/First Part

PROPERTY









Utpal Maity

Signature of the
Developer/Other Part












Drafted by me

K. N. Chakraborty
Advocate

K. N. Chakraborty
Advocate
En No-F-439/426 of 1994

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name DIBYENDU MUKHERJEE
 Signature Dibyendu Mukherjee

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name Utpal Maity
 Signature Utpal Maity

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name

Signature



Sibyendu Mukherjee

✓



[Redacted text]



Dibyendu Mukherjee
DOB: 06/02/1971
Male / MALE



4946 0957 5350

Aadhaar-Aam Admi ka Adhikar



[Redacted text] प्राधिकरण
[Redacted text] GOVERNMENT OF INDIA

Address

S/O: Debesh Mukherjee, 121 DUMDUM
PARK, SOUTH DUMDUM(M), Bangur
Avenue, North 24 Parganas,
West Bengal - 700055




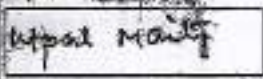


1947
1800 300 1947

help@uidai.gov.in www.uidai.gov.in

P.O. Box No. 1947,
Bangalore-560 001

Dibyendu Mukherjee

कार्ड संख्या / PERMANENT ACCOUNT NUMBER		
AGTPM4770C		
	नाम / NAME	UTPAL MAITY
	पिता का नाम / FATHER'S NAME	GOSTHA BEHARI MAITY
	जन्म तिथि / DATE OF BIRTH	16-10-1955
हस्ताक्षर / SIGNATURE		
		असुरत संज्ञक, ए.ए.-III COMMISSIONER OF INCOME-TAX, W.B. III

Utpal Maity

इस कार्ड के खो / गिरने वाले पर कुल्पा जारी करने वाली अधिकारी को सूचित / जानना करके
 प्रमुख आयकर अधिकारी (प्रणाली एवं तकनीकी),
 4-7,
 चौबट्टी चौराहा,
 कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to the issuing authority :
 Joint Commissioner of Income-tax (Systems & Technical),
 P-7,
 Chowringhee Square,
 Calcutta- 700-069.

✓



भारत सरकार
Government of India
 Unique Identification Authority of India

आधार कार्ड / Enrollment No.: 1325/1352/104100

To
 जगन् मोहन
 Ugar Maity
 S.O. Goshia Behan Maity
 2nd Floor-401 Dum Dum Park
 Kolkata
 Bangur Avenue
 Bangur Avenue
 Jessore Road North-24 Parganas
 West Bengal 700055
 9830521858

28023121
 MD280231213FH



आधार कार्ड क्रमांक / Your Aadhaar No.
9122 3802 2348
 भोरा, मेरी पहचान

भारत सरकार
 Government of India
 Unique Identification Authority of India
 जगन् मोहन
 Ugar Maity
 स.ओ. गोशिया बेहान मैती
 2nd फ्लोर-401 डम डम पार्क
 कोलकाता

9122 3802 2348



संरक्षण
 संरक्षण का प्रमाण है, जागरूकता का नहीं।
 सरकार का प्रमाण प्रमाणिकरण द्वारा प्राप्त करें।

INFORMATION
 is proof of identity, not of citizenship.
 To establish identity, authenticate online.

देश भर में मान्य है।
 भविष्य में सरकारी और गैर-सरकारी सेवाओं
 का लाभ उठाने में उपयोगी होगा।
 is valid throughout the country.
 will be helpful in availing Government
 and Non-Government services in future.

जगन् मोहन मैती
 Unique Identification Authority of India
 Address:
 S.O. Goshia Behan Maity, 3rd
 Floor, 401 Dum Dum Park,
 Kolkata, Bangur Avenue North 24
 Parganas, Bengal 700055
 जगन् मोहन मैती, तीसरा
 फ्लोर 401 डम डम पार्क,
 कोलकाता, बंगलूर एवेन्यू नॉर्थ 24
 पार्गनास, बंगलूर 700055

9122 3802 2348

Ugar Maity

Major Information of the Deed

Query No / Year	I-1904-01520/2019	Date of Registration	14/02/2019
Query Date	1904-0000198637/2019	Office where deed is registered	
Applicant Name, Address & Other Details	05/02/2019 10:16:03 AM	A.R.A. - IV KOLKATA, District: Kolkata	
Transaction	K N CHAKRABORTY HIGH COURT CALCUTTA, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9836160522, Status :Advocate		
[0110] Sale, Development Agreement or Construction agreement	Additional Transaction [4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,83,75,000/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 40,020/- (Article:48(g))	Rs. 101/- (Article:E, E, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Lake Town, Municipality: SOUTH DUM DUM, Road: Dum Dum Park., Mouza: ShyamNagar, Ward No: 028, Holding No:164 Pin Code : 700055

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-2352		Bastu	Bastu	2.5 Katha	1/-	86,62,500/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,

District: North 24-Parganas, P.S:- Lake Town, Municipality: SOUTH DUM DUM, Road: Dum Dum Park., Mouza: ShyamNagar, Ward No: 028 Pin Code : 700055

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	RS-2362		Bastu	Bastu	2.5 Katha	1/-	86,62,500/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
Grand Total :					8.25 Dec	2/-	173,25,000 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	1400 Sq Ft.	0/-	10,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1400 sq ft	0/-	10,50,000 /-	

Major Information of the Deed :- I-1904-01520/2019-14/02/2019

Details :

Name, Address, Photo, Finger print and Signature

Name	Photo	Fingerprint	Signature
Shri DIBYENDU MUKHERJEE (Presentant) Son of Late DEBESH MUKHERJEE Executed by: Self, Date of Execution: 14/02/2019 , Admitted by: Self, Date of Admission: 14/02/2019 ,Place : Office	 14/02/2019	 LTI 14/02/2019	 14/02/2019

121, DUM DUM PARK, P.O:- BANGUR AVENUE, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AIGPM2993N, Status :Individual, Executed by: Self, Date of Execution: 14/02/2019 , Admitted by: Self, Date of Admission: 14/02/2019 ,Place : Office

Developer Details :

S No Name, Address, Photo, Finger print and Signature

1	PARK PROPERTIES 638, DUM DUM PARK, P.O:- BANGUR AVENUE, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055 , PAN No.:: AGTPM4770C, Status :Organization, Executed by: Representative
---	--

Representative Details :

S/ No Name, Address, Photo, Finger print and Signature

S/ No	Name	Photo	Finger Print	Signature
1	Shri UTPAL MAITY Son of Late GOSTHA BEHARI MAITY Date of Execution - 14/02/2019, , Admitted by: Self, Date of Admission: 14/02/2019, Place of Admission of Execution: Office	 Feb 14 2019 1:48PM	 LTI 14/02/2019	 14/02/2019

638, DUM DUM PARK, P.O:- BANGUR AVENUE, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.:: AGTPM4770C Status : Representative, Representative of : PARK PROPERTIES (as PROPRIETOR)

Identifier Details :

Name	Photo	Finger Print	Signature
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Major Information of the Deed :- I-1904-01520/2019-14/02/2019

28/02/2019 Query No:-19040000198637 / 2019 Deed No :- 190401520 / 2019, Document is digitally signed.

CHAKRABORTY
CALCUTTA, P.O:- GPO,
Hare Street, District:-Kolkata, West
India, PIN - 700001



14/02/2019



14/02/2019

Handwritten signature

14/02/2019

Identifier Of Shri DIBYENDU MUKHERJEE, Shri UTPAL MAITY

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri DIBYENDU MUKHERJEE	PARK PROPERTIES-4.125 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Shri DIBYENDU MUKHERJEE	PARK PROPERTIES-4.125 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri DIBYENDU MUKHERJEE	PARK PROPERTIES-1400.00000000 Sq Ft

Endorsement For Deed Number : I - 190401520 / 2019

On 06-02-2019

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 1,83,75,000/-

Handwritten signature

Tridip Misra

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

On 14-02-2019

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 : 46 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:32 hrs on 14-02-2019, at the Office of the A.R.A. - IV KOLKATA by Shri DIBYENDU MUKHERJEE, Executant.

Admission of Execution (Under Section 53, W.B. Registration Rules, 1962)

Execution is admitted on 14/02/2019 by Shri DIBYENDU MUKHERJEE, Son of Late DEBESH MUKHERJEE, 121,DUM DUM PARK, P.O: BANGUR AVENUE, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by Profession Business

Identified by Mr K N CHAKRABORTY, , Son of Late N N CHAKRABORTY, HIGH COURT CALCUTTA, P.O: GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Major Information of the Deed :- I-1904-01520/2019-14/02/2019

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2019, Page from 87291 to 87335
being No 190401520 for the year 2019.



Srijani Ghosh

Digitally signed by SRIJANI GHOSH
Date: 2019.02.26 17:45:19 +05:30
Reason: Digital Signing of Deed.

(Srijani Ghosh) 26-02-2019 17:45:10
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)