

5315/2022

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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

AL 214335

Q. 200 2928674/2022

Certified that this document is admitted to Registration. The signature sheet and the document are part of this document.

Additional Dist. Sub Registrar
Sealdah

29/9/22

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the day 28th of September, 2022.

BETWEEN

SHAMBHU NATH JAISWAL (PAN ACXPJ3731E), son of Late Kamrakh Lal Jaiswal, by faith-Hindu, by occupation- Business, by nationality Indian, residing at 5B/3, Shibtola Lane, Post Office-Tangra Police Station- Narkeldanga, Kolkata- 700015 hereinafter referred to and called as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the context mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

"**SRI SIDDHI VINAYAKA CONSTRUCTION**" a proprietorship firm, having it's office at 9D, Beliaghata Road, Post Office Tangra, Police Station Entally, Kolkata- 700 015 represent by it's proprietor **Vishal Kumar Pandey, [PAN CUGPP 8899C]** son of Loknath Pandey, by faith Hindu, by Occupation Business, By Nationality Indian residing at 9D, Beliaghata Road, Post Office Tangra, Police Station Entally, Kolkata- 700 015 hereinafter referred to and called as the "**DEVELOPER**" [which expression shall unless excluded by or repugnant to the context or otherwise meaning be deemed to mean and include their legal heir(s) and/or successor(s) and/or administrators and/or assigns(s)] of the **OTHER PART**.

WHEREAS by virtue of consent Decree dated 01.04.1942 Being Suit No 440 of 1939 before the Hon ble High Court at Fort William in Bengal, **Maharaja Sashi Kanta Acharyya Bahadur** verses **Susil Chandra Sen** and another agree to transfer the land measuring **1 Bigha 8 Cottahs 12 Cittacks 02 sq.ft. (more or less)** being premises No. 5, Shibtala Lane, the then Police Station Beliaghata, presently Narkeldanga, wherein the said Defendant Susil Chandra Sen and another sold, conveyed and transferred in favour of **Maharaja Sashi Kanta Acharyya Bahadur** in full settlement of the claims and costs in the said suits mentioned herein above.

AND WHEREAS the said **Maharaja Sashi Kanta Acharyya Bahadur** died intestate on or about **1944** leaving his three sons namely **Sitengsu Kanta Acharyya** (since deceased) **Sudhangsu Kanta Acharyya** and **Snehangsu Kanta Acharyya** and **Maharani Lila Debi** his sole widow as legal heirs and successors under Dayabagha School of Hindu Law in respect of the property left by Maharaja Sashi Kanta Acharyya Bahadur (since deceased).

AND WHEREAS the said **Maharani Lila Debi** instituted a Suit No 1052 of 1944 against the Sitangsu Kanta (since deceased) **Sudhangsu Kanta Acharyya** and **Snehangsu Kanta Acharyya** for partition of the properties left by Maharaja Sashi Kanta Acharyya Bahadur (since deceased). After diverse proceeding and

"Orders" a Decree by consent was passed on 25.04.1945 whereof the said **Maharani Lila Debi** was allocated the schedule **premises No 5, Shibtala Lane**, as full and final settlement left by her husband Maharaja Sashi Kanta Acharyya Bahadur (since deceased). By an Agreement executed by and between the said Sitangsu Kanta Acharyya and Snehangsu Kanta Acharyya, both agreed to divide the property amongst them, in Calcutta and after demise, the property vested in equal shares by virtue of consent Decree mentioned herein above. By virtue of oral partition inter alia the said premises No.5, Shibtala Lane the then Police Station Beliaghata, presently Narkeldanga has been allocated in favour of the said Sudhangsu Kanta Acharyya forever as the said Sitangsu Kanta Acharyya (since deceased) and Snehangsu Kanta Acharyya, in the events which happened the said **Sudhangsu Kanta Acharyya** is the lawful owner of the land measuring 1 Bigha 08 Cottah 12 Chittacks 02 sq.ft. (more or less) premises No. 5, Shibtala Lane along with easement right attached thereto.

AND WHEREAS by an Indenture dated 01.05.1961 the said **Sudhangsu Kanta Acharyya** sold, conveyed and transferred in favour of **Hanuman Prasad Harlalka** of 40/1B, Suburban School Road, in respect of the land measuring 1 Bigha 08 Cottah 12 Chittacks 02 sq.ft. (more or less) premises No. 5, Shibtala Lane, registered with Sub Registrar Sealdah District 24 parganas entered in Book No I Volume No 20 pages 253 to 260 Being No 1168 for the year 1961.

AND WHEREAS one **Hanuman Prasad Harlalka** of 40/1B, Suburban School Road, Bhawanipore, the then Calcutta the "**Vendor**" therein sold, conveyed and transferred in favour of **Shambhu Nath Jaiswal** of 5, Shibtala lane the then Calcutta the "**Purchaser**" therein in respect of landed property measuring **6 Cottahs 2 Chittacks (more or less)** together with temporary structure standing thereon being premises No. 5B/3, Shibtala Lane, (formerly 5 Shibtala Lane) Assessee No:- 110361300038 Kolkata-700015 registered with Addl. Dist Sub Registrar of Assurances entered in Book No I Volume No 166 pages 80 to 96 Being No 5332 for the year 1966, the property has been duly mutated accordingly.

AND WHEREAS the said Shambhu Nath Jaiswal executed an "Agreement for Development" dated 08.10.2021 entered in Book No. I, Volume No. 1606-2021, Pages 174302 to 174349, Being No.160604365 for the year 2021, A.D.S.R. Sealdah with Faruk Khan Proprietor of M/s. SUMO CONSTRUCTION, and Development Power of Attorney dated 09.10.2021 entered in Book No. I, Volume No. 1606-2021, Pages 184818 to 184843, Being No. 160604427 for the year 2021 registered with A.D.S.R. Sealdah, 24 Paraganas (South).

AND WHEREAS the said Owner through his appointed Developer Faruk Khan Proprietor of Sumo Construction, obtained sanction No 2020050021 dated 19.02.2021 at the costs and expenses of the retiring Developer which has been paid off by the said **Sri Siddhi Vinayaka Construction** the Developer herein before execution of this Development Agreement and Development Power of Attorney, hence the property is free from all encumbrances and has good marketable title in every manner whatsoever.

The said "Agreement for Development" dated 08.10.2021 cancelled by and between the Owner and Developer by virtue of Decd of Cancellation dated 08.07.2022 entered in Book No I , Volume 1606-2022, pages 113411 to 113422, Being No. 03487 for the year 2022 registered with A.D.S.R. Sealdah, District 24 parganas (South). That the said Development Power of Attorney dated 09.10.2021 has been revoked ON 08.07.2022 by the Owner entered in Book No I , Volume 1606-2022, pages 113400 to 113410 Being No.03488 for the year 2022.

AND WHEREAS said Owners namely Shambhu Nath Jaiswal desire to construct a multi storied building on the said plot of land consists with various numbers of floors according to the drawing, plan and specifications. The developer has agreed with the owner for the construction of the said multi- storied R.C.C. framed structure with brick built building containing number of floors on the said plot of land as per drawing, plan and specifications which will be approved and duly signed by the owner and sanctioned by the competent authority and the Kolkata Municipal Corporation and in conformity with the said details of the construction under and subject to the terms and conditions hereinafter written. The owners hereby declare that the said plot of land is free from all encumbrances and the owners have the marketable title thereto. That all the arrears and/or outstanding municipal taxes prior to obtaining sanction plan of the proposed building to paid by the Owners herein. After obtaining sanction Plan the Developer shall pay proportionate taxes accordingly.

That the Owner and the retiring Developer herein has not entered into any Agreement/Instrument in respect of the schedule property nor accepted any consideration and/or advance in any manner whatsoever, if so, the onus of liability lies upon the Owner and the Developer shall not be held liable in any manner whatsoever.

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

ARTICLES - I

DEFINATION:

- i) **ARCHITECT** shall mean any person or firm appointed or nominated by the developer as Architect for the supervision of construction of the said multi-storeyed building or may be extended further Floor in accordance with Law.
- ii) **BUILDING** shall mean the said multi storied R.C.C. framed structure with brick built building to be constructed on the said land according to the drawing, plan and specifications approved and duly sanctioned by the competent authority and constructed in conformity with the details of construction given to the Schedule 'D' hereunder written.
- iii) **BUILDING PLAN** shall mean **Plan No 2020050021 dated 19.03.2021** drawing, plan and specifications for the construction of the said building which to be sanctioned by the competent authority and shall include any renewal or amendments thereto and/or modification thereof made of caused by the developer after approval and duly signed by the owner(s) or any other Government Authority.
- iv) **COMMON AREAS AND FACILITIES** shall mean unless the context otherwise require the items specified in Section 3(D) of the West Bengal Apartment ownership Act, 1972 and more fully mentioned I the Schedule 'C' hereunder.
- v) **TRANSFER** which the grammatical variations shall mean transfer by way of sale of the built up space excepting the owner(s) allocation to be transferred by the developer for consideration to the intending transferee(s).
- vi) **TRANSFEE(S)** shall mean the purchaser to whom any floor space in the said building will be transferred.
- vii) **THE SAID PLOT OF LAND** shall mean all the piece or parcel of land particularly mentioned and described in the Schedule 'A' hereunder.
- viii) **SINGULAR** shall include the Plural and vice Versa, and
- ix) **MASCULINE** shall include the feminine and vice-Versa.
- x) **DEVELOPER** shall mean Builder and vice-Versa.

ARTICLE - II

1. The owner shall grant an exclusive right to the developer to build up a building upon the said plot of land in accordance to the plan sanctioned by the competent authority and in conformity with said details of construction and to sell the said Built-up space except the Owner's allocation to the transferee(s) mutually agreed by the Owner and the Developer and to obtain advance(s) from such transferee(s) at the sole decision on such terms and conditions as the Developer thinks fit and proper.
2. The Developer shall not bear and pay all such charges for the sanction of the building plan as the sanctioned Plan of the schedule property already has been obtained prior to this Agreement.
3. All applications and other necessary papers and documents and drawing, plan and specification in connection with the construction of the said building shall be signed by the Owner submitted by the Developer in all respect and the Developer shall pay, bear all fees charges and expenses required to be paid or deposited.

The Owner have also agreed that the Developer shall have the right to enter into Agreement for selling of Developer's Allocation and collect money as consideration from the intending purchasers excluding the Owner's allocation at its risk and responsibility and the Owner herein not being responsible or liable for booking fees or instalments of purchase price(s) of flats received by the developer from the transferee(s).

**ARTICLE - III
ALLOCATION:**

OWNER'S ALLOCATION: shall be allocated **50%** of the Built up Area vertically/horizontally as by mutually of sanctioned area consisting of **Flats, on the 1st Floor and 3rd Floor**, Shop and Car Parking Space as per the said sanctioned building plan Moreover, the Owner will also get the undivided proportionate share of the land and also get the right of common facilities and amenities on pro-rata basis including ultimate roof. In case additional floors are constructed the ratio shall be 40 % of the Built up Area alongwith undivided proportionate share of the land and common area, spaces and utility attached

thereto. The Developer shall provide shifting facilities during the construction period.

The Developer has paid **Rs.11,00,000/- Rupees (Eleven Lakhs) only** and **Rs.2,00,000/- Rupees (Two Lakhs) only** on behalf of the Owner as non refundable Advance and/or not adjustable to remove/dismiss the declining Developer Faruk Khan Proprietor of M/s. Sumo Construction as project expenses and costs including the said sanction plan and to obtain No Claim and /or demand in respect of the project more fully described in Schedule "B" hereunder.

DEVELOPER'S ALLOCATION: shall be allocated **50%** of the Built up Area vertically/horizontally as by mutually of sanctioned area consisting of Flats on **2nd Floor and 4th Floor** and Shops and Car Parking Space as per sanctioned building plan Moreover, the Developer will also get the undivided proportionate share of the land and also get the right of common facilities and amenities on pro-rata basis including ultimate roof. In case additional floor are constructed the ration shall be 60 % of the Built up Area alongwith undivided proportionate share of the land and common area, spaces and utility attached thereto save and except Owners' allocation. The Developer shall have right to sale and transfer in respect Developer's Allocation against consideration by the strength of Development Power by the Owner herein.

ARTICLE - IV

BUILDING ALLOCATION

- (i) Immediately upon the completion of the construction of the said building on the said plot of land in all respects in accordance with the sanctioned building plan and also in conformity with details of construction and certificated and certified by the Architect of the developer that the building has been so constructed and completed, the developer shall deliver to the owner, the owner's allocated portion, which will absolutely belong to owner in the proposed building.
- (ii) Until and unless owner's allocation is handed over, the developer shall not deliver possession of other floors/areas in the proposed building **PROVIDED ALWAYS** that, after having delivered to the owner, the owner's allocated portions in consideration of this agreement, the developer shall be fully entitled to deliver the other built-up spaces at its sole discretion and the owner shall not have any claim or interest in respect of the same. The common areas facilities including stair case, landings and corridors to be constructed in the said building shall be for the

common use of the owner or their assigns and transferee(s) and other transferee(s) of other flats for ingress to and egress from their respective floors to the main road.

ARTICLE -V

COMMON EXPENSES

- (i) The owner and developer or their nominee(s) shall pay and bear proportionate share of all ground rent, property maintenance charges, municipal taxes and dues and outgoings, and all other common expenses within the meaning of the West Bengal Apartment Ownership Act, 1972 in respect of their occupied spaces as may be determined jointly by the owner(s) and developer as association of floor owner(s) be formed by the owner(s) and transferee(s) of all other floors in the said building.
- ii) Owner and developer shall form the Association or Co-operative Society after sale and transfer of all units of the proposed building in the schedule land.

ARTICLE-VI

COMMON RESTRICTION

The owner's allocation in the said building shall be subject to some restrictions on transactions on transfer and use as are applicable to the developer's allocation in the new building intended for the common benefits of all occupiers of the new building which shall include the following:

- (i) Both owners and the developer shall not use or permit to use of the respective allocation in the said building or any portion thereof for carrying or any unlawful or illegal and immoral trade or activity nor use thereof or nay purpose which may cause any nuisance to the other occupiers of the new building.
- (ii) Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration thereon without the previous consent of the others in this behalf such consent shall not be with held unreasonable.
- (iii) Neither parties shall have observe and performed all terms and conditions on their respective part to be observed and/or performed.

The proposed transferee(s) shall give written understanding to be bound by the terms and conditions hereof and duly and promptly pay all and whatsoever shall be payable in relation to the area in his possession.

- iv) Both the parties shall abide by all laws, by-laws rules and regulations of Government, local bodies as the case may be but the Developer shall attend

to answer and be responsible for any deviations, violations and/or breach of any of the said laws and regulations.

- (v) The respective allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the new building in good working conditions and repair and in particular so as met to cause any damage to the new building or any other of their space or accommodation therein and shall keep other of their and/or the other occupiers of the building indemnified from and against the consequences of any.
- vi) No goods or other articles shall be kept by the owner(s) or the developer or the transferee(s) for display or otherwise in the corridors or other places of common use in the new building and in case any hindrance is caused in any manner in the free movement, either party shall be liable to remove the same at the risk and cost of the other.
- vii) The owner shall permit the developer and its employees and agents with or without workmen and others at the responsible limits to enter into and upon the owner's allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining, cleaning, lighting and keeping in order and in good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains, gas, water pipes and electric wires and for any similar purposes subject to prior intimation to the Owners.

ARTICLE -VII
OWNER'S OBLIGATION:

- i) Owner shall clear up all Govt. rents, Municipal taxes and all the other outgoing payables in respect of the said plot of land upto the date of these presents.
- ii) During the continuance of the agreement, the owner shall not in any way cause any impediment or obstruction whatsoever in the construction of development of the said building by the developer but the owner shall with or without their architect have full right to enter the said building and to inspect the construction work being carried on by the developer.
- iii) Owner hereby declare, they have good right or full power to enter into this agreement with the developer and the owner hereby undertake to indemnify and keep indemnified the developer from and against any and all third party

claims action and demands whatsoever-in-interest of the said plot of land and not for the construction thereon whereon the construction will be made by the Developer under this agreement.

- iv) If the said plot of land is not free from all encumbrances and liabilities whatsoever the developer shall be entitled to terminate this agreement by giving notice to the owner and on receipt of notice the owner re-solve such issues.
- v) The Owner shall undertake not to create encumbrances or charges on the said plot of land or deal with the same in any manner.
- vi) To enable the developer to develop the said property, the owner shall grant in favour of the developer one registered power of attorney, empowering them to sell, convey and transfer their allocated portion to other intended purchaser(s) after delivering the possession to the owner(s) of their allocation.

ARTICLE-VIII

DEVELOPER'S OBLIGATIONS:

1.
 - (a) To arrange, appoint or nominate at his sole risk and responsibility and cost of architect, contractors, sub-contractors or labour are carrying out and proceed with this construction of the said building and other common spaces according to the approved drawing, plan and specifications and in conformity and arrange building material, articles, tools and other implements and to hire and engage suppliers, and to pay and meet with their remunerations, fees and salaries, The owner shall never be liable for any such dealings, transaction by the developer.
 - b) To construct and complete the said building as per sanction Plan obtained from KMC and in accordance with the drawing, plan and specifications, and sanctioned by the competent authority and in conformity with the said details of construction.
 - c) To complete the work of construction to with standard material the satisfaction of the owner and shall do all other acts, deeds and things as may be found necessary for smooth and expeditions constructions of the said building.
2. The construction work shall be at the sole risk and responsibility of the Developer and it is mutually agreed and electricity understood that, the owner shall not be responsible for any technical and/or engineering defect in

construction for which the developer shall solely be responsible and directly answerable to the concerned authority.

3. The developer shall construct the said building in the manner as aforesaid incurring and meeting all the expenditure thereof for the construction i.e. payments for building materials fees and remuneration of architects, labour payment etc. in such manner as the developer shall think fit and proper at its absolute discretion. The Owner shall not be liable or responsible for such payment or any part thereof.
4. If for any reason, any losses are incurred and damages caused or suffered on account of negligence of the developer or the sub-contractor's agents, architects, labour etc. in connection shall with the construction of the said building the developer shall be solely liable thereof and shall keep the owner indemnified from any such losses or damages.
5. The developer shall complete in respect of the construction of the said building according to the drawing, plan and specifications sanctioned by the competent authority and in conformity with the details of construction to the full satisfaction of the owner(s) within **24** months from the date of execution of this Agreement and a further period of 6(six) months shall be extended due to force majeure clause, or other considerate grounds. This Agreement shall be binding upon the legal heirs and successors accordingly.
6. The owner shall provide the original Title Deed, Tax bills and relevant documents for sanction plan, revised plan and other related works.
7. The developer shall abide by all laws, by-laws, rules and regulations and sanctions for the construction of the said building which shall be constructed by the developer according to the sanctioned plan.
8. The developer undertakes to keep the owner indemnified from and against all third party claim and actions arising out of any act or occasion the part of the developer in or relating to the construction of the said building.
9. As soon as the said building is completed in all respect the developer shall give notice to the owner to take possession of owner's allocation agreed to be provided as consideration as aforesaid and as and from the date of service of such notice and at all times thereafter the owner shall be responsible for payment of proportionate share of common expenses in respect of the owner's allocation and the said proportionate rate to be determined prorate with reference to the salable flats in the said building.

**ARTICLE -IX
OWNER'S INDEMNITY**

The owner do hereby undertake that the developer shall be entitled to the said construction and shall enjoy its allocated spaces without any interference and/or disturbances provided the developer performs and fulfils all the terms and conditions herein contained and/or its part to be observed and performed.

DEVELOPER'S INDEMNITY

- i) The developer hereby undertakes to keep the owner indemnified against all third party claims and actions arising out of any sorts of acts or omissions in the building.
- ii) The developer hereby undertake to keep the owner indemnified against all actions, suits costs, proceedings and claims that matter arise out of the developer's action with regard to the development of the said property and/or in the manner if construction of the said building and/or for any defect therein.

MISCELLANEOUS

- 1) It is understood that from time to time enable the construction of the said building by the developer various acts, deeds, matters and things not herein specifically referred to may be legally required to be done by the developer for which may be required the authority of the owner(s) and various applications and other documents may be necessary to be signed or made by him for and in connection with the construction of the said building for which no specific provision has been made herein. The owner(s) do undertake to sign and execute all such additional applications and other documents as may be legal for those purposes.
- 2) The developer shall choose the name of the said building.
- 3) The owner and developer have entered into this agreement purely on a Principal to Principal basis and nothing stated herein shall be treated to be constructed as partnership between them.
- 4) All notice required to be given either to the owner or the developer are to be sent under registered post or by hand, delivery with proper receipt at

respective address given above or at any other address of communication in writing by the either party to the other party.

- 5) Approval of the building plan and specification by the owner(s) for sanction for the constructions of the said building shall be final and binding upon the parties hereto and no objection will be raised regarding construction work done in accordance with such sanctioned building plan and in conformity with the details of construction.
- 6) If in spite of the developer complying with and performing the terms and conditions of this agreement the owner(s) causes any disturbance to the progress of the work of make breach of any of the terms to be completed with by them the owner(s) shall be liable to fully compensate the developer the loss which may suffer thereby.

ARTICLE -X

LEGAL ACTIONS

Both the parties shall have liberty to avail the opportunity under the specific performance of contract of this agreement for the non-compliance of the covenant herein before mentioned alternatively, at anytime dispute shall arise between the parties hereto regarding the construction or interruption of any of the terms and conditions herein contained or touching these present of determination of any liability of any of the parties under this agreement the same shall be decided by the court of law having competent jurisdiction.

ARTICLE -XI

JURISDICTION:

ARBITRATION

All disputes and differences by and between the parties hereto and their representative as to this agreement or its clauses or as to the meaning scope and effect thereof or as to any rights benefits and privileges of the parties hereof as to any matter touching these presents shall be referred to the arbitration of two arbitrator to be appointed by both parties, hereto the arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act 2005 as amended up to date. In case of failure to settle any dispute by the Arbitrator on that respect both the parties shall have right to take the shelter of Hon'ble Court of Law.

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring **6 Cottahs 2 Chittacks (more or less)** together with temporary structure 2000 sq.ft (mor or less) standing thereon being premises No. 5B/3, Shibtola Lane, Police Station Narkeldanga, Assessee No:- 110361300038 Ward No.36, Kolkata-700015 District 24 Parganas (South) which is butted and bounded as follows:-

ON THE NORTH	:	Shibtala Lane
ON THE SOUTH	:	B/5B/H/7 Shibtala Lane
ON THE EAST	:	Passage
ON THE WEST	:	5B/H/5/1 Shibtala Lane

THE SCHEDULE 'B' ABOVE REFERRED TO

OWNER'S ALLOCATION: shall be allocated **50%** of the Built up Area vertically/horizontally as by mutually of sanctioned area consisting of **Flats, on the 1st Floor and 3rd Floor**, Shop and Car Parking Space as per the said sanctioned building plan Moreover, the Owner will also get the undivided proportionate share of the land and also get the right of common facilities and amenities on pro-rata basis including ultimate roof. In case additional floors are constructed the ratio shall be 40 % Built up Area alongwith undivided proportionate share of the land and common area, spaces and utility attached thereto. The Developer shall provide shifting facilities during the construction period.

The Developer has paid **Rs.11,00,000/- Rupees (Eleven Lakhs) only** and **Rs.2,00,000/- Rupees (Two Lakhs) only** on behalf of the Owner as non refundable Advance and/or not adjustable to remove/dismiss the declining Developer Faruk Khan Proprietor of M/s. Sumo Construction as project expenses and costs including the said sanction plan and to obtain No Claim and /or demand in respect of the project more fully described in Schedule "B" hereunder.

THE SCHEDULE 'C' ABOVE REFERRED TO

DEVELOPER'S ALLOCATION:- shall be allocated **50%** of the Built up Area vertically/horizontally as by mutually of sanctioned area consisting of Flats on **2nd Floor and 4th Floor** and Shops and Car Parking Space as per sanctioned building plan Moreover, the Developer will also get the undivided proportionate share of the land and also get the right of common facilities and amenities on pro-rata basis including ultimate roof. In case additional floor are constructed the ration shall be 60 % of the Built up Area alongwith undivided proportionate share of the land and

common area, spaces and utility attached thereto save and except Owners' allocation. The Developer shall have right to sale and transfer in respect Developer's Allocation against consideration by the strength of Development Power by the Owner herein. The Owner shall have right to sale and transfer the Owner's Allocation against consideration by adding the Developer as a Confirming Party thereto prior to hand over of Owner's allocation. /

COMMON AREAS, COMMON FACILITIES AND COMMON EXPENSES

The owners of the land along with the Society or Syndicate or Association shall allow each other the following easement and quasi-easement rights, privileges etc.

1. All side spaces, back spaces, paths, passages, drain ways in the land of said building.
2. General lighting of the common portions and spaces for installation of electric meters general and separate.
3. Drains and sewers from the building in the Municipal connection drains and/or sewerage.
4. Staircase and staircase's landings.
5. Common water pump.
6. Common water reservoir.
7. Common electric line.
8. Water and sewerage eviction form the pipes of the every unit, to drain and sewerage common to the said building.
9. Enjoyment of ultimate roof (Owners through their appointed Developer herein reserve their right to construct additional floor on the roof, for which land area ratio shall diminish in respect of the purchasers, but under take not to effect the enjoyment of their respective units)Common Lift facility if available.

**THE SCHEDULE 'D' ABOVE REFERRED TO
(SPECIFICATION OF WORKS SCHEDULE)**

- i. **STRUCTURE:** R.C.C framed structure with 1st Class 8th Brick external walls and 3rd/4th partition walls between flats.
- ii. **FLOORING:** Marble or vitrified 4" high skirting for all bed rooms, dining-drawing, kitchen, toilets, and balconies.
- iii. **KITCHEN :** Black cooking desk, black granites/S.S sink with waste, waste pipe and two bib cock, 2 nos. Black stone shelves, 6 feet high glazed tiles above cooking desk.
- iv. **TOILETS :** 6' feet height ceramic tiles.
- v. **WATER SUPPLY:** Municipal water supply from underground Reservoir, Overhead Concrete Tank, pump provision with BE Pump fitted with Motor.
- vi. **SANITARY & PLUMBING:** Concealed pipeline with G.I./PVC make with hot & cold arrangement in one toilet with necessary fittings as given in each toilet. One Pillar Cock, One Shower Arrangement, One Bibcock with ESSCO fitting.
- vii. **ELECTRICITY:** Concealed wiring with necessary switch board having three light points, one fan point and 6 AMP plug point plug point for refrigerator, one point for T.V., and calling bell point for main entrance of the flat and one point for washing machine. 1 Exhaust point as required.
- viii. **DOORS:** Sal wood Door frame with flush door excepting toilets P.V.C doors at toilets with standard fittings.
- ix. **WINDOWS:** Natural Colour anodized Aluminum sliding window with 4 mm thick white middle point glass make with MS iron grill.
- x. **COLOUR :** All wall plaster of parish without painting of internal walls, cement based colour for outer walls, synthetic enamel paint on grills and Door shutters.
- xi. **LETTER BOX:** Individual letter boxes on the wall at main entrance (Ground floor) of the building.
- xii. **BUILDING ENTRANCE:** M.S. Gates at the Main entrance of the building of required numbers.
- xiii. **COMMON AND PASSAGES:** Roof tiles
- xiv. **LIFT:** The lift should be installed capacity of 4-6 passengers within the construction period so that the owners can use the same.
- xv. **EXTRA WORK:** Any extra work other than our standard specification shall be charged extra and such amount to be paid to vendor/developer/promoter before the execution of the said extra work.

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

SIGNED, SEALED AND DELIVERED by the
PRINCIPAL at Kolkata

In presence of: -

1. Divraj Singh.
Mankla Vihar
Hooghly - 712245

2. Rajesh Kumar
S.B. SHIBTALA LANE
KOLKATA 700015

Shambhu Mallgajing

SIGNATURE OF THE OWNER

SRI SIDDHI VINAYAKA CONSTRUCTION
Vishal Kumar Pandey
PROPRIETOR

SIGNATURE OF THE DEVELOPER

Drafted by me:

Amit Karmakar
Advocate

Amit Karmakar

Advocate

High Court, Calcutta.

AMIT KARMAKAR
Advocate
High Court, Calcutta
F/1587/1468/95

MEMO OF CONSIDERATION

Sl. No.	Date	Cheque/ D.D. No.	Bank	Amount
1.	28.09.2022	173895	PNB	2,00,000/-
2.	28.09.2022	173896	PNB	11,00,000/-
3.				
4.				
5.				
			Rs.	13,00,000/-





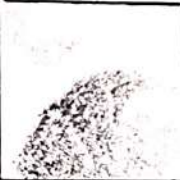




Shambhu Nath Gaur

Total Rs.13,00,000/- Rupees (Thirteen Lakhs) only.












WITNESSES:-

1. Dhiraaj Prasad
Machla Utharpara
Hobgully - 712245
2. Rajesh Kumar Jaiswal
SB SIBRA CANE
Wol- 15

Shambhu Nath Gaur
SIGNATURE OF THE OWNER

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

Name SAMBHU NATH JAISWAL
 Signature Sambhu Nath Jaiswal

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

Name VISHAL KUMAR PANDEY
 Signature Vishal Kumar Pandey

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

Name
 Signature







Government of West Bengal



Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. SEALDAH, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16062002926674/2022

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Shambhu Nath Jaiswal Alias Mr Sambhu Nath Jaiswal Shibtala Lane, 5B/3, City:- Not Specified, P.O:- Tangra, P.S:-Narikeldanga, District:-South 24- Parganas, West Bengal, India, PIN:- 700015	Land Lord			Shambhu Nath Jaiswal 28-09-2022
2	Vishal Kumar Pandey 9D Beliaghata Road, City:- Not Specified, P.O:- Tangra, P.S:- Entaly. District:-South 24-Parganas, West Bengal, India, PIN:- 700015	Represent ative of Developer [SRI SIDDHI VINAYAK A CONSTR UCTION]			Vishal Kumar Pandey 28-09-2022

Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	S Dey Son of G Dey Sealdah Court, City:- Not Specified, P.O:- Entally, P.S:-Entaly, District:-South 24- Parganas, West Bengal, India, PIN:- 700014	Shambhu Nath Jaiswal, Vishal Kumar Pandey			S. Dey 28-09-2022

(Amitava Ghosal)
 ADDITIONAL DISTRICT
 SUB-REGISTRAR
 OFFICE OF THE A.D.S.R.
 SEALDAH
 South 24-Parganas, West
 Bengal

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

GRN Details

GRN: 192022230131176491
GRN Date: 28/09/2022 19:34:25
BRN : 1910170806
Payment Status: Successful
Payment Mode: Online Payment
Bank/Gateway: HDFC Bank
BRN Date: 28/09/2022 19:35:51
Payment Ref. No: 2002926674/3/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: amit karmakar
Address: 4/2 omda raja lane kolkata 700015
Mobile: 8910342901
Depositor Status: Advocate
Query No: 2002926674
Applicant's Name: Mr Amit Karmakar
Address: A.D.S.R. SEALDAH
Office Name: A.D.S.R. SEALDAH
Identification No: 2002926674/3/2022
Remarks: Sale, Development Agreement or Construction agreement Payment No 3

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002926674/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	39921
2	2002926674/3/2022	Property Registration- Registration Fees	0030-03-104-001-16	13021
Total				52942

IN WORDS: FIFTY TWO THOUSAND NINE HUNDRED FORTY TWO ONLY.

Major Information of the Deed

Deed No :	I-1606-05166/2022	Date of Registration	29/09/2022
Query No / Year	1606-2002926674/2022	Office where deed is registered	
Query Date	27/09/2022 8:05:15 PM	A.D.S.R. SEALDAH, District: South 24-Parganas	
Applicant Name, Address & Other Details	Amit Karmakar High Court Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8910342901, Status : Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 13,00,000/-]	
Set Forth value		Market Value	
Rs. 2/-		Rs. 2,70,68,906/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 40,021/- (Article:48(g))		Rs. 13,021/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip (Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Narikeldanga, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sibtala Lane, , Premises No: 5B/3, , Ward No: 036 Pin Code : 700015

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	6 Katha 2 Chatak	1/-	2,65,28,906/-	Property is on Road
Grand Total :				10.1063Dec	1 /-	265,28,906 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2000 Sq Ft.	1/-	5,40,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 2000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		2000 sq ft	1 /-	5,40,000 /-	

d Details :

Name,Address,Photo,Finger print and Signature

1	<p>Shambhu Nath Jaiswal, (Alias: Mr Sambhu Nath Jaiswal) Son of Late Kamrakh Lal Jaiswal Shibtala Lane, 5B/3, City:- Not Specified, P.O:- Tangra, P.S:-Narikeldanga, District:-South 24-Parganas, West Bengal, India, PIN:- 700015 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: Acxxxxx1e,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 28/09/2022 , Admitted by: Self, Date of Admission: 28/09/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 28/09/2022 , Admitted by: Self, Date of Admission: 28/09/2022 ,Place : Pvt. Residence</p>
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Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p>SRI SIDDHI VINAYAKA CONSTRUCTION Beliaghata Road, 9D, City:- Not Specified, P.O:- Tangra, P.S:-Entaly, District:-South 24-Parganas, West Bengal, India, PIN:- 700015 , PAN No.:: CUxxxxx9C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p>Vishal Kumar Pandey (Presentant) Son of Loknath Pandey 9D Beliaghata Road, City:- Not Specified, P.O:- Tangra, P.S:-Entaly, District:-South 24-Parganas, West Bengal, India, PIN:- 700015, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: Cuxxxxx9c,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SRI SIDDHI VINAYAKA CONSTRUCTION (as Proprietor)</p>

Identifier Details :

Name	Photo	Finger Print	Signature
<p>S Dey Son of G Dey Sealdah Court, City:- Not Specified, P.O:- Entally, P.S:-Entaly, District:-South 24-Parganas, West Bengal, India, PIN:- 700014</p>			
Identifier Of Shambhu Nath Jaiswal, Vishal Kumar Pandey			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Shambhu Nath Jaiswal	SRI SIDDHI VINAYAKA CONSTRUCTION-10.1062 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Shambhu Nath Jaiswal	SRI SIDDHI VINAYAKA CONSTRUCTION-2000.00000000 Sq Ft

Endorsement For Deed Number : I - 160605166 / 2022

28-09-2022

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

Presented for registration at 17:35 hrs on 28-09-2022, at the Private residence by Vishal Kumar Pandey ..

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 2,70,68,906/-

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

Execution is admitted on 28/09/2022 by Shambhu Nath Jaiswal, Alias Mr Sambhu Nath Jaiswal, Son of Late Kamrakh Lal Jaiswal, Shibtala Lane, 5B/3, P.O: Tangra, Thana: Narikeldanga, , South 24-Parganas, WEST BENGAL, India, PIN - 700015, by caste Hindu, by Profession Business

Indetified by S Dey, , , Son of G Dey, Sealdah Court, P.O: Entally, Thana: Entaly, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 28-09-2022 by Vishal Kumar Pandey, Proprietor, SRI SIDDHI VINAYAKA CONSTRUCTION (Sole Proprietoship), Beliaghata Road, 9D, City:- Not Specified, P.O:- Tangra, P.S:-Entaly, District:-South 24-Parganas, West Bengal, India, PIN:- 700015

Indetified by S Dey, , , Son of G Dey, Sealdah Court, P.O: Entally, Thana: Entaly, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Law Clerk

Amitava Ghosal

Amitava Ghosal

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH

South 24-Parganas, West Bengal

On 29-09-2022

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 13,021.00/- (B = Rs 13,000.00/- , E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 13,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 28/09/2022 7:35PM with Govt. Ref. No: 192022230131176491 on 28-09-2022, Amount Rs: 13,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1910170806 on 28-09-2022, Head of Account 0030-03-104-001-16

Stamp Duty

Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs
by online = Rs 39,921/-

Description of Stamp

Stamp: Type: Impressed, Serial no 193323, Amount: Rs.100.00/-, Date of Purchase: 24/03/2022, Vendor name: S
MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 28/09/2022 7:35PM with Govt. Ref. No: 192022230131176491 on 28-09-2022, Amount Rs: 39,921/-, Bank:
HDFC Bank (HDFC0000014), Ref. No. 1910170806 on 28-09-2022, Head of Account 0030-02-103-003-02

Amitava Ghosal

Amitava Ghosal
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1606-2022, Page from 157707 to 157735
being No 160605166 for the year 2022.



Digitally signed by AMITAVA GHOSAL
Date: 2022.10.20 12:35:39 +05:30
Reason: Digital Signing of Deed.

Amitava Ghosal.

(Amitava Ghosal) 2022/10/20 12:35:39 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH
West Bengal.

(This document is digitally signed.)