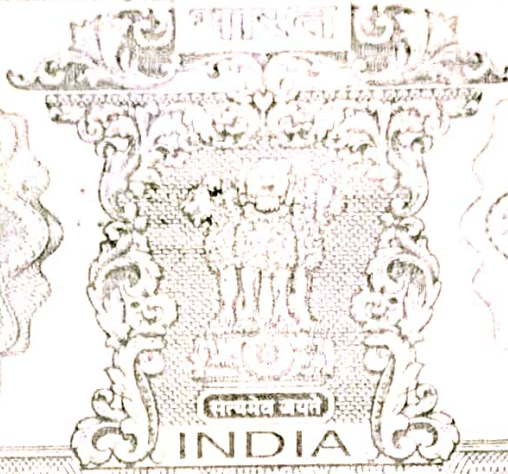


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भारतीय गैर न्यायिक

पचास  
रुपये  
₹.50



FIFTY  
RUPEES  
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Handwritten notes in Bengali script, including 'P. 100' and '50/1878'.

Certified that the document is admitted for registration. The signature sheets and the endorsement sheets attached with this document are the part of this documents.



Handwritten signature and date '15.04.16'.

District Sub-Register  
Howrah

15 APR 2016

**DEVELOPMENT AGREEMENT**

**THIS INDENTURE OF DEVELOPMENT AGREEMENT** is made at

Howrah, this 15<sup>th</sup> day of April, 2016 (Two Thousand Sixteen), A.D.

**IN BETWEEN**

ক্রমিক নং 1961 তারিখ 15/04/16  
ক্রোড়ার নাম ১৭০০১  
বিভাগ  
পন

সৈকত মেডার  
স্ট্যাম্প ডেপুটার  
হাওড়া আদালত



District Sub Registrar  
Howrah

15 APR 2016

**SHRI SOMNATH BASU**, son of Swadesh Ranjan Basu, (**PAN- BGXPB3901R**) by Religion Hindu, Indian National, by occupation Business, residing at Village & P.O. Jhorehat, Police Station Sankrail, Dist. Howrah, PIN- 711302 hereinafter called the "**LAND OWNER**" (which term of expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, successors in interest and/or assigns) of the **FIRST PARTY**.

**AND**

**MAA BATAI CONSTRUCTION** a Proprietorship firm being represented by its sole Proprietor **SHRI SUSHIL KUMAR SHARMA** son of Late OMPROKASH SHARMA, (**PAN -BCLPS2701N**), by Religion Hindu, Indian National, by occupation Business, resident of 65, Seikhpara Lane, P.O. Botanical Garden, P.S. Shibpur, Howrah- 711103, hereinafter called the **DEVELOPER/BUILDER** (which expression shall unless excluded by or repugnant to the context hereof be deemed to include its legal heirs, successors, nominee or nominees in office) of the **SECOND PARTY**.

**WHEREAS** the Owner/First Party is lawfully seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of the property more fully described in the '**A**' **schedule** below free from all encumbrances, attachments, liens and lispence whatsoever;

**AND WHEREAS** ALL THAT land comprised in R.S. Dag No. 155 corresponding to L.R. Dag No. 169, appertaining to Khatian No. 162, J.L. No. 30, within Mouza Jhorehat, Police Station Sankrail, District Howrah with other properties originally belonged to **NIKHIL RANJAN GHOSH & others**, who jointly inherited the said properties from their predecessor by way of inheritance;



**AND WHEREAS** said Nikhil Ranjan Ghosh had acquired and exclusively allotted the a demarcated land comprised in R.S. Dag No. 155 corresponding to L.R. Dag No. 169, appertaining to Khatian No. 162, J.L. No. 30, within Mouza Jhorehat, Police Station Sankrail, District Howrah by virtue of a Registered Deed of Partition amongst his other co-sharers Registered in the year 1954;

**AND WHEREAS** after having obtained the said demarcated land **Nikhil Ranjan Ghosh** used to pay ground rent, taxes, pertaining to said property and while was in possession thereof he sold, conveyed and transferred (according to Section 54 of Transfer of Property Act 1882) demarcated land measuring about **02 Cottahs, 09 Chhitaks, 42 Sq.Ft.** comprised in R.S. Dag No. 155 corresponding to L.R. Dag No. 169, appertaining to Khatian No. 162, J.L. No. 30, within Mouza Jhorehat, Police Station Sankrail, District Howrah to **SMT. KANA BASU** wife of Swadesh Ranjan Basu by virtue of a Registered Deed of Sale dated 27.04.1970 , registered with Dist. Sub Register Howrah recorded in Book No. -I, Volume No. 14, pages from 289 To 292, being No. 1279 for the year 1970;

**AND WHEREAS** above said Nikhil Ranjan Ghosh died intestate leaving behind him (1) Shri Nalinakhya Ghosh, (2) Sri Nalini Ranjan Ghosh, (3) Shri Amitabha Ghosh, (4) Smt. Uma bala Ghosh, (5) Smt. Bimala Bhowmick as his legal heirs and successors according to Hindu Succession Act 1956;

**AND WHEREAS** said legatees of Late Nikhil Ranjan Ghosh while were in joint possession of the residue properties left by their predecessor father, they jointly sold, conveyed and transferred (according to Section 54 of Transfer of Property Act 1882) demarcated land measuring about **02 Cottahs, 10 Chhitaks, 31 Sq.Ft.** comprised in **R.S. Dag No. 155** corresponding to **L.R. Dag No. 169**, appertaining to Khatian No. 162, J.L. No. 30, within Mouza Jhorehat, Police Station Sankrail,

District Howrah to **SHRI SWADESH RANJAN BASU** son of Late Girindra Nath Basu and **SMT. KANA BASU** wife of Swadesh Ranjan Basu by virtue of a Registered Deed of Sale dated 9<sup>th</sup> October 1974 , registered with Dist. Sub Register Howrah recorded in Book No.-I Volume No. **72**, pages from 290 To 296, **being No. 4389 for the year 1974;**

**AND WHEREAS** in the above manner said SHRI SWADESH RANJAN BASU and SMT. KANA BASU being the Owners of the above mentioned properties got their names mutated in the Revenue Record pertaining to their shares in L.R. Dag No. 169 of Mouza Jhorehat, P.S. Sankrail, Dist. Howrah under L.R. Khatian No. 358/1 and constructed a Residential building on the some part of the said total land;

**AND WHEREAS** SHRI SWADESH RANJAN BASU son of Late Girindra Nath Basu and SMT. KANA BASU wife of Swadesh Ranjan Basu while were in joint possession and enjoyment over the above said total lands together with partly constructed building thereon, they jointly conveyed, granted and transferred (according to Section 122 of Transfer of Property Act 1882) land measuring about **05 (Five) Cottahs, 04 (four) Chhitaks, 28 (twenty eight) Sq. Ft.** together with partly constructed building thereon comprised in R.S. Dag No. 155 corresponding to L.R. Dag No. 169, appertaining to Khatian No. 162, L.R. Khatian No. 358/1 , J.L. No. 30, within Mouza Jhorehat, Police Station Sankrail, District Howrah to their beloved son **SHRI SOMNATH BASU** by virtue of a Registered Deed of Gift dated 8<sup>th</sup> March 2004 registered with Additional Dist. Sub Register Ranihati, Dist. Howrah recorded in Book No.-I Volume No. 18, pages from 53 To 59, **being No. 863 for the year 2006;**

**AND WHEREAS** in acceptance of the said gift, said Donee/First Party/Owner herein got his name mutated pertaining to his share (09 Decimals) comprised in R.S. Dag No. 155 corresponding to L.R. Dag No. 169, within Mouza Jhorehat, Police Station Sankrail, District Howrah UNDER **L.R. KHATIAN NO. 4426** and has been paying all statutory out goings and impositions in respect of the said property;

**AND WHEREAS** the First Party/Land Owner has intended to develop the some part of the above mentioned properties by constructing a multistoried building thereon except the land with said existing residential building through suitable Developer and prepared a master plan of the land (which is specifically mentioned in the Schedule "A" hereunder) to be developed through the Developer;

**AND WHEREAS** the Second party is the Developer-cum-Promoter and has been carrying on the business of construction of Ownership Flats and Housing and residential, commercial complex in different places and considering the good will and credibility of the Developer the Owner made approach to the Developer for making construction of multi storied building over the 'A' Schedule property at the cost of the Developer and the Developer considering the bonafide approach has agreed to accept of the proposal of the Owner and also has agreed to make construction of Multi storied building over the 'A' schedule property subject to condition that one registered power of attorney is to be given conferring all power to the Developer and also agreed on the terms and conditions as mentioned below and both the parties accept the said terms and conditions and for avoiding the future litigation and complication the parties named above have agreed to execute a Deed of agreement on the following terms and conditions as mentioned below:-



**NOW THIS DEED OF AGREEMENT WITNESSETH AS FOLLOWS:-**

**DEFINITION:** Unless there is anything repugnant to the subject or context the Following terms will have the meaning assigned to them:-

**OWNER :** shall mean The FIRST PARY named above and his legal heirs, successors, administrators & assigns.

**DEVELOPER :** shall mean **MAA BATAI CONSTRUCTION** a Proprietorship firm being represented by its sole Proprietor **SHRI SUSHIL KUMAR SHARMA** son of Late **OMPROKASH SHARMA**, by Religion Hindu, Indian National, by occupation Business, resident of 65, Seikhpara Lane, P.O. Botanical Garden, P.S. Shibpur, Howrah-711103;

**BUILDING:** shall mean 'A' Schedule mentioned composite block/demarcated land where the new building or buildings to be constructed on the property and the Buildings will be Named & known as per Developer's Choice;

**BUILDING PLAN** shall mean the Plan already submitted to **HOWRAH ZILLA PARISAD** with revised if any.

**ARCHITECT** shall mean such person or persons to be appointed by the Developer.

**COMMON FACILITIES AND AMENITIES** shall include Lift, corridors, hallways , stair-ways, passage-ways, drive-ways, common lavatories, sewerage connection pump room, tube wells, underground water reservoir, overhead water tank, water pump, lift and its landings (as per Gram Panchayat Regulation) motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and management of the building.

**OWNER'S ALLOCATION** shall mean respective Flats/Units as mentioned in the **Annexure-I** hereunder including Super built up area of the G+3 storied building on the A schedule property, together with proportionate share of land underneath and the common facilities and amenities as mentioned in the Schedule 'C' hereunder;

**Annexure-I**

**OWNER'S ALLOCATION**

6.1 The Owner /First parties will get the following identical Flats/Units in fully completed in all respect of the said proposed buildings and the location of the Owner's allocated area will be as follows:-

**The said Owner's allocation of flats/Units, have been specifically settled/ascertained amongst the Owner as well as the Developer according to Proposed Building sanction Plan which are as follows:-**

<b>OWNER'S ALLOCATION OF FLATS IN THE BUILDING</b>			
<b>Flat allocated in favour of</b>	<b>Floor</b>	<b>Flat Marked</b>	<b>Super built-up area (SFT.)</b>
<b>SOMNATH BASU</b>	<b>GROUND FLOOR</b>	<b>Garage No. 1</b>	<b>More or less 130 Sq.Ft.</b>
<b>SOMNATH BASU</b>	<b>FIRST FLOOR</b>	<b>101</b>	<b>More or less 607 Sq.Ft.</b>
<b>SOMNATH BASU</b>	<b>FIRST FLOOR</b>	<b>102</b>	<b>More or less 674 Sq.Ft.</b>
<b>SOMNATH BASU</b>	<b>THIRD FLOOR</b>	<b>302</b>	<b>More or less 674 Sq.Ft.</b>



**Annexure-II**

**DEVELOPER'S ALLOCATION** shall mean the remaining portions excluding the Owner's allocation (as mentioned in **Annexure-I**) of the proposed **Building** including all other Flats, Garages, Shop Rooms, Covered spaces and other Units together with proportionate share of land underneath and the common facilities and amenities as mentioned in the **Schedule 'C'** hereunder would be Developer's allocation ;

**The said Developer's allocation of flats/Units, have been specifically settled/ascertained amongst the Owner as well as the Developer according to Proposed Building sanction Plan which are as follows:-**

<b>DEVELOPER'S ALLOCATION OF FLATS IN THE BUILDING</b>			
<b>Flat allocated in favour of</b>	<b>Floor</b>	<b>Flat Marked</b>	<b>Super built-up area (SFT.)</b>
<b>DEVELOPER</b>	<b>GROUND FLOOR</b>	<b>Garage No. 2 &amp; 3</b>	<b>130 Sq.Ft. each more or less</b>
<b>DEVELOPER</b>	<b>GROUND FLOOR</b>	<b>G -1</b>	<b>More or less 607 Sq.Ft.</b>
<b>DEVELOPER</b>	<b>SECOND FLOOR</b>	<b>201</b>	<b>More or less 607 Sq.Ft.</b>
<b>DEVELOPER</b>	<b>SECOND FLOOR</b>	<b>202</b>	<b>More or less 674 Sq.Ft.</b>
<b>DEVELOPER</b>	<b>THIRD FLOOR</b>	<b>301</b>	<b>More or less 607 Sq.Ft.</b>

**THE OWNER DECLARES AS FOLLOWS:**

- (a) That owner is absolutely seized and possessed of and/or well and sufficiently entitled to the said 'A' Schedule premises.
- (b) That the said property is free from all encumbrances and the Owner has marketable title in respect of the said premises.
- (c) That the said premises is free from all encumbrances charges, liens, lispensens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.
- (d) That there is no excess vacant land at the said premises within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- (e) That there is no legal impediment for the Owner to obtain the Certificate under Section 230(A) (1) of the Indian Income Tax Act, 1961.

**TERMS & CONDITIONS :**

- 1) That the Owner shall grant exclusive right to the developer for construction of new building & shall handover the Original copies of all relevant deeds, tax receipt, settlement records, ground rent receipts, if any to the developer & original Deed, tax at the time of this Development agreement and general Power of Attorney.
- 2) That the Owner has good and marketable title of the 'A' schedule property and it is free from all encumbrances.
- 3) That the Developer shall at his own cost prepare proposed building plan in the name of the Owner for the purpose of multi storied building in conformity with the provisions of the West Bengal Town and country planning Act & the rules there under the building Regulation Act in respect of the "A" schedule property or from

any of the appropriate authority & shall submit the same on behalf of the Owner before the authorities concerned (Howrah Zilla Parisad) for taking sanction of the building plan regarding the same & the developer also shall pay all costs, which will be required for the purpose of taking sanction for the building plan.

4) That the Owner shall sign the legally good acceptable proposed building plan for necessary submission of the same before the appropriate Zilla Parisad/ Gram Panchayat/competent authority concerned & also shall swear Affidavit & indemnity Bond which may be required for the purpose of obtaining sanction of building plan from the Zilla Parisad/ Gram Panchayat/authorities concerned & the Owner shall also sign all papers/documents which may be required from time to time for completion of the construction of the multi storied buildings proposed to be constructed on the 'A' scheduled property.

5) That the Owner shall hand over vacant possession of the 'A' schedule property to the Developer within 07 days from the date of receipt of the Sanctioned building plan.

6) That the developer hereby agrees to develop or agrees to complete the construction work of the proposed building over the "A" schedule property within 24 months or earlier from the date of obtaining the sanction of building plan from the Zilla Parisad/ Gram Panchayat as per specification to be sanctioned by the Zilla Parisad/ Gram Panchayat/competent authority with best and good materials as may be specified by the architect from time to time entirely at their own cost, expenses and their own finance and at their own risk and responsibility.



7) That the constructed area for common use & common portion shall be kept as common and the Owner shall get & enjoy the same with other Owner/ occupier's (i.e. other intending purchasers).

8) That the Owner shall not claim or demand any further amount or any constructed area of the 'A' schedule property except the Owner's allocation as indicated herein.

9) That The Developer for construction of Multi storied building over the 'A' scheduled land shall get remaining portions of the Building excluding the Owner's allocation as mentioned in the **Annexure-I** herein with proportionate share of land underneath the buildings and the common facilities and amenities as mentioned in the Schedule "C" hereunder;

10) Common portions, amenities and facilities of the buildings on the said property (as mentioned in "C" schedule) including all right of common space & all other thing made common.

11) That if required the Owner shall execute & register proper instrument of transfer on duly stamped for conveyance in favour of the proposed purchaser's in respect of the constructed area of the Developer's allocation selected & nominated by the Developer, provided the Developer handover possession the Owner's allocation of each Flat first complete in habitable/useable condition & the Developer would not deliver possession of its allocated area to the intending purchaser/s even prior to deliver the possession to the Owner's allocated Flats.

12) The building plan for construction of proposed multi storied buildings shall be prepared and signed by the Developer's appointed architect, engineer in conformity with building regulation of the W.B. Town and country planning Act and the existing by-laws of any of the local Zilla Parisad/ Gram Panchayat/other competent authority. That the Developer shall construct the entire construction of the proposed multi storied building as per plan sanctioned by the competent authority with best quality material without any compromise.

13) That the Developer has every right to modify or alter the building plan & also shall have the right to submit supplementary plans in consultation with the Owner for the purpose of completion of construction of the multi storied building over the 'A' schedule property & shall have every right to submit plan and to take delivery of the same in lawful manner from the Zilla Parisad/ Gram Panchayat or from any other competent authority & for the purpose any consent in writing or signature of the Owner is required, they shall be bound to sign the same & co-operate in all matters in respect of getting supplementary sanction of building plan, plans, written statements, petitions & all other documents which may be required for the court cases, if any.

14) The Developer shall be entitled & have all right to enter in any agreement for sale and may take advance consideration from any intending purchaser or purchasers and may enter into any package deal or arrangement in relation thereto in respect to the Developer's allocation.

15) That the Developer for construction of Building over the 'A' schedule property shall have every right to appoint suitable competent Architect, Civil Engineers, supervisors, labors, constructors, Mason, Electrician, Plumber or any person for the purpose of completion of the proposed buildings.

16) Neither the Owner nor the Developer or any person occupying any portion of the said buildings whether in the Owner's allocation or in the Developer's allocation shall use or permit to be used his portion or space for carrying on any illegal or immoral trade or activity inside the building or outside the building.

17) That the Owner in no case shall be liable to pay any charges to the men appointed by the Developer for the purpose of construction of multi storied building over the 'A' schedule property, in any manner whatsoever. For any dispute towards labour unrest etc. and any delay on that account will be Developer's responsibility and they shall be liable for all damages if any, for that matter to the Owner on that account.

18) That the Owner shall always co-operate to the Developer whenever any co-operation is required to the best acceptable possible way, excepting any financial help.

19) That the Owner shall pay entire rent & Taxes to the Govt. and B.L. & L.R.O./ Gram Panchayat of the "A" schedule property till delivery of the "A" schedule property to the Developer & after the completion of construction & handing over the possession of the flats to the Owner & the prospective purchasers shall pay rent & taxes jointly to the Govt. & B.L. & L.R.O./ Gram Panchayat and shall be mutated



in their names & there after shall pay all taxes, duties, etc. which are to be assessed by the B.L. & L.R.O. and Gram Panchayat authorities or any other authorities concerned. Necessary arrangement for Mutation etc. from the Gram Panchayat authority has to be arranged by the Developer.

20) That the Developer at its own cost & expenses shall develop the building by engaging own men and shall keep & stock building materials at the site of construction at his risk & responsibility. The Owner shall authorize the Developer to do all such acts/things which will be necessary for the purpose of completion of development work & shall grant powers/authorities as may reasonably required by their agent or nominee from time to time.

21) That after the completion of construction of the said multi storied buildings and after the sale of the said flats/Units etc. if any income tax is imposed upon the Owner on such accounts, the same shall be paid by the developer in full except the Owner's allocation.

22) That the sale deeds of the proposed flats/Units of the developer's allocation will be prepared and will be registered in presence of Mr. Ayan Sarkar, Advocate, Judges' Court Howrah.

23) That the Owner after getting his respective allocated flats shall jointly enjoy the common area together with other occupier's with same right and liabilities.

24) That the Owner at his own cost shall take separate Electric connection for his own use. However, necessary arrangement for electrical connection etc. from the Authorities concerned will be the responsibility of the Developer.

The Owner shall also have every right to sell his own allocated flats together with proportionate land underneath to any third party at any time, if required.

25) That after completion of building and handing over the same to the intending purchasers by way of sale, the flat Owner's including the First Party will become the absolute Owner of their respective flats together with the proportionate share of land underneath of 'A' schedule property and shall be collectively liable to bear all costs of maintenance of buildings, rent, taxes and other incidental cost or cases. For the purpose of such maintenance etc. it will be the responsibility of the developer to make necessary arrangement to form the society with the elective members of the respective Owner(s) of the flats etc. to arrange for required maintenance/development of the Housing Complex and handover the charges of regular maintenance etc. to the society after completion of the entire project. Till such time the Maintenance, Security etc. will remain the entire responsibility of the Developer, however, reasonable charges for all such job will have to be borne by the Flat Owner's.

26) That if any accident occurs due to uses of Low grade materials or due to negligence on the part of Engineer or contractors during construction by the Developer for construction of the multi storied buildings, in that case the Owner shall not be liable for the same in any manner whatsoever. The Owner shall not be held responsible for any such happenings and the Developer shall be fully responsible on that account, for which the developer will have to submit an indemnity Bond to that respect to the Owner.

27) That if any dispute or difference of opinion arises during the entire process of this agreement, the parties shall try and settle the same amicably save and except what has been specifically stated in various paragraphs, all disputes/differences between the parties arising out of the meaning, construction or import of this agreement or all their rights and liabilities as per this agreement shall be adjudicated by the common Lawyer Ayan Sarkar or otherwise the parties hereto shall have the right to take legal action before the competent court of law against the parties for redressal.

28) In the event the Developer is prevented from and interfered with the proceeding of the construction work during the continuance of such construction work or prevented from starting the work of construction by any act on the part of the Owner or Owner's agent, servants, representatives or any person claiming any right under the Owner, then and in that case the Developer shall have the right to claim refund of all sums/capitals incurred by the Developer for construction in the meantime together with interest at the rate of 18% per annum and shall also be entitled claim damages and losses which the Developer may have suffered but the developer's right to sue for specific performance of contract shall remains unaffected. The condition will however, be applicable for specific timely performance/compliance of all applicable norms of present days joint developmental agreement is followed on the part of the Developer. Any violation or non-compliance on the part of the Developer, the Owner will also be entitled for damages as may be awarded by the competent court of law or by the arbitrator, if any.



29) That it is further agreed by the Developer herein that the progress of the construction work of the Owner's allocation as well as Developer's allocation to be made simultaneously, and the Developer will be entitled to hand over the Developer's allocation to Third Parties after delivery of possession of Owner's allocation.

30) **FORCE MAJEURE**

The Developer shall not be considered to be liable to any obligation hereunder to the extent that the performances of the relevant obligations are prevented by the existence of the force Majeure and shall be suspended from the obligations during the duration of the force Majeure as understood in law.

Force Majeure shall mean flood, earthquake, riot, war, tempest, civil commotion, strike and /or any other act or commission beyond the reasonable control of the Developer.

31) All courts within the limits of Howrah shall have the jurisdiction to entertain and determine all Actions, suits and proceedings arising out of these presents between the parties hereto.

32) The Original copy of this agreement cum Power of Attorney shall be retained by the Developer and the Developer will provide Certified true copy of this Deed to the Owner.

33) That the Owner will execute and register a Development Power of Attorney, appointing **the Developer above named** as his true and lawful attorney/s conferring the following powers including the power of sale, gift, Mortgage, Lease-out, let out and any kind of transfer of developer's allocation (excluding Annexure-I mentioned Owner's allocated Flats) in favour of the person(s), company, firm, Private or Govt. etc. together with proportionate share of land underneath and the Owner shall not be entitled to revoke the power of attorney which is the part of Sale-cum-Development agreement and if in any case the said power of Attorney is revoked, the Owner shall be bound to pay the special damages together with all other incidental damages and losses which may be borne by the prospective purchasers for completion of sale. Non-compliance of starting the construction work within 12 (twelve) months from the date of obtaining of sanction plan and expeditious progress of the construction work is the prime criteria and any delay other than force majeure condition as indicated above, will automatically cancel this agreement and the developer shall be liable for incidental damages to the Owner.

**SCHEDULE - A**

**(DESCRIPTION OF LAND & PREMISES TO BE DEVELOPED)**

**ALL THAT** the piece or parcel of demarcated **BASTU LAND** ("Riyati") measuring an area about **03 (Three) Cottahs** comprised in **R.S. Dag No. 155** corresponding to **L.R. Dag No. 169**, appertaining to **R.S. Khatian No. 162**, **L.R. Khatian No. 4426**, **J.L. No. 30**, within **Mouza Jhorehat**, Police Station Sankrail, District Howrah, the above land/composite block/premises is butted & bounded by :

- ON THE NORTH :** Land of Bimal Tarafdar;
- ON THE SOUTH :** 3 feet wide common passage;
- ON THE EAST :** 10 feet wide Road;
- ON THE WEST :** Drain ;

**SCHEDULE B ABOVE REFERRED TO**

**(PARTICULARS OF SPECIFICATION FOR CONSTRUCTION OF THE FLATS)**

**Specification**

1. R.C.C. column (Pillar)
2. Outside Brick wall 10" thick, Partition wall (inside) 5" thick
3. Inside and outside plaster ½ thick
4. Flash Door made by wooden with wooden door frame and P.V.C. door in toilet & kitchen.



5. Window anodized aluminum with glass (sliding panel).

**6. Interior finish:**

a) POP & Plastic Paint finish

b) One coat primer & colour paint finish in doors.

**7. Exterior finish;** Painting with cement based or acrylic paint.

**8. Bath room-toilet**

a) One basin with stop cock each flat.

b) One pan or Commode fitting in bath cum-toilet

c) Three water points in bath -cum-toilet

d) Dado upto 6' with wall ceramic tiles.

**9. Kitchen :**

a) One steel sink with tap each flat.

b) Two water point in each kitchen.

c) Dado with wall tiles up to 3 feet above kitchen counter.

10. Floor finish : Floor titles (Ceramic OR Vitrified OR Marble (optional) finish with good quality.

11. Electrical Switches & Wire: Any reputed Brand.

Electrical Points: Each living & dining room 2 light points, 1 fan point, plug point.

Each kitchen: 1 light point, 1 exhaust point, 1 plug point.

Each bath-cum-toilet: 1 light point.

Each Balcony 1 light point, 1 plug point.

One calling bell point & separate meter point for each flat.

**12. Water supply & Drainage**

- a. Overhead Reservoir.
- b. 1.5 HP motor & pump reputed company.
- c. All outlet pipes for water & sanitary are with PVC pipe.

13. Staircase Stone finish & I.S. railing.

15. Lift facility from Ground Floor to Top Floor.

**SCHEDULE "C" ABOVE REFERRED TO**

**(COMMON AREA AND COMMON FACILITIES)**

Common area means and includes the undivided proportionate share in land and in common space in the building as follows:

- 1. (a) Main stair case and landing, corridors/common passages of all the floors and right to Use Electric Passenger Lift from Ground floor to Top Floor.  
(b) All RCC columns, walls & passages.
- 2. (a) Main entrance gate, side-space, backspace and common passage leading to main entrance gate and top roof of the said ground plus four storied building.  
(b) All entrances to & exit from the building with all installations of common use & utility.
- 3. Water Pump, overhead water tank and underground reservoir and supply pipe line, main distribution and Roof will be used for all owners for common purpose

including T.V. antenna, Aerial, drying cloth, no further loading on the Roof will be allowed.

4. Drainage and Sewers, septic tank.
5. Deep Tube well, Pump room, meter room,
6. Electric Meter Board & installations with electric fittings and Lift in common areas,
7. Such other common parts, areas, equipment, installations, fittings, fixtures and spaces in or about the said building as or necessary for passage to and occupancy of the flats in common without causing any disturbances to other co-occupiers of the said building.
8. Roof of the said building will be common for all flat/unit owner/s for drying cloths or fixing T.V. Antenna.

**SCHEDULE "D" ABOVE REFERRED TO**

**COMMON EXPENSES WHICH THE OWNER AS WELL AS INTENDING  
PURCHASER OR PURCHASERS WITHIN THE BUILDINGS SHALL HAVE TO BEAR**

- 1) The expenses of administration, maintenance, repair, replacement of Common Parts, equipment, necessaries, common areas and facilities including white washing, painting and decorating the exterior portion of all the said buildings, the gutters walls, entrances, the stair case, the landing, the boundary walls, entrance, the stair cases, the landing, the gutters, rain water pipes, motors, pumps, water, Gas Pipes, electric wirings, installations, sewers, drains, and other common parts, fixtures, fittings, and equipment, in under or upon all the buildings enjoyed or used in common by the purchaser co-purchaser, or other occupiers thereof.



- 2) The costs of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, and other parts of all the buildings as shall be enjoyed or used in common by the occupiers of the said Buildings.
- 3) Cost and charges reasonably enquired for the maintenance of the building and for keeping strict vigilance round the clock and other incidental expenses relating thereto.
- 4) The cost of decorating the exterior of the building.
- 5) The cost of repairing and maintenance of water pump, electrical installations, over lights, and service charges, and supplies of common, salaries of Guards, watch men, sweepers etc.
- 6) Insurance Premium, if any for insuring all the building against any damage due to earthquake, fire, lightning, civil common etc.
- 7) Panchayat taxes, Multi-storied Tax, Service Tax, Vat if any, and other similar taxes save those separately assessed on the respective FLAT/UNIT.
- 8) Litigation expenses as may be necessary for protecting the right and possession of the land and all buildings.
- 9) Such other expenses as are necessary or incidental for maintenance, upkeep and security of the buildings and Government duties, as may be determined by the Owners and/or Unit Owner's Association, as shall be formed by the Unit Owner's Association thereof in accordance with the provisions of West Bengal Apartment Ownership Act, 1972 and bye laws thereof as amended from time to time being obligation on their part in the fullest legal sense of the term.

- 10) The share of the Purchaser/Purchasers in such common expenses shall be generally proportionate in accordance with the liability of the Unit hereunder sold as against the total amount as may be incurred in any of heads of such expenses in accordance with the proportion of the area within the same as against the total area the building to be covered there under.

**IN WITNESS WHERE OF** the parties here to have signed/subscribed and delivered these presents on the date month and year first above written.

**SIGNED, SEALED AND DELIVERED**

**IN PRESENCE OF**

**WITNESSES:**

1. S. Mondal  
Hemant

*Sushil Kumar Sharm*

**SIGNATURE OF THE FIRST PARTY/OWNER**  
For MAA BATAI CONSTRUCTION

*Sushil Kumar Sharm* →

2. *Susanta Ghosh*  
*Howrah Road*

**SIGNATURE OF THE SECOND PARTY /DEVELOPER/BUILDER**  
Proprietor

Prepared in my office:

*Ayan Sarkar*  
Ayan Sarkar  
Advocate  
Judges' Court Howrah  
F-1782-2002

# FINGER IMPRESSIONS

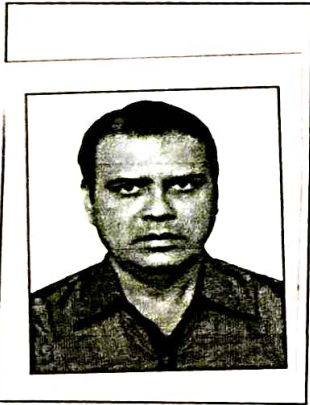


## LEFT HAND

LITTLE	RING	MIDDLE	FORE	THUMB
LITTLE	RING	MIDDLE	FORE	THUMB

*Gaurav Desai*

## RIGHT



## LEFT HAND

LITTLE	RING	MIDDLE	FORE	THUMB
LITTLE	RING	MIDDLE	FORE	THUMB

*Sasmit Kumar Sharma*

## RIGHT HAND



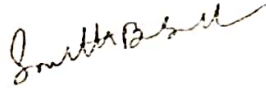


## Seller, Buyer and Property Details

### Land Lord & Developer Details



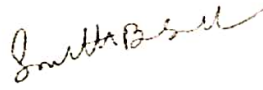
#### Presentant Details

Name, Address, Photo, Finger print and Signature of Presentant

SL No.			
1	Mr Somnath Basu Son of Mr Swadesh Ranjan Basu Jhorehat, P.O:- Jhorehat, P.S:- Sankrail, Howrah, District:-Howrah, West Bengal, India, PIN - 711302	 15/04/2016 2:24:10 PM	 LTI 15/04/2016 2:24:17 PM
		 15/04/2016 2:24:28 PM	

#### Land Lord Details

Name, Address, Photo, Finger print and Signature

SL No.			
1	Mr Somnath Basu Son of Mr Swadesh Ranjan Basu Jhorehat, P.O:- Jhorehat, P.S:- Sankrail, Howrah, District:-Howrah, West Bengal, India, PIN - 711302 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Individual; Date of Execution : 15/04/2016; Date of Admission : 15/04/2016; Place of Admission of Execution : Office	 15/04/2016 2:24:10 PM	 LTI 15/04/2016 2:24:17 PM
		 15/04/2016 2:24:28 PM	

### Developer Details

Name, Address, Photo, Finger print and Signature

Maa Batai Construction

65, Seikhpara Lane, P.O:- B Garden, P.S:- Shibpur, Howrah, District:-Howrah, West Bengal, India, PIN - 711103; Status : Organization; Represented by representative as given below:-

1(1)

Mr Sushil Kumar Sharma

65, Sk. Para Lane, P.O:- B Garden, P.S:- Sankrail, Howrah, District:-Howrah, West Bengal, India, PIN - 711103 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Representative; Date of Execution : 15/04/2016; Date of Admission : 15/04/2016; Place of Admission of Execution : Office



15/04/2016 2:24:41 PM



LTI

15/04/2016 2:24:51 PM

*Sushil Kumar Sharma*

15/04/2016 2:25:08 PM

### B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr Sandip Nandi Son of Mr S Nandi Howrah. P.O:- Howrah, P.S:- Howrah, Howrah, District:-Howrah, West Bengal, India, PIN - 711101 Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India,	Mr Somnath Basu, Mr Sushil Kumar Sharma	<i>Sandip Nandi</i>  15/04/2016 2:50:52 PM

### C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details

**Land Details**

Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Selforth Value(In Rs.)	Markot Value(In Rs.)	Other Details
District: Howrah, P.S:- Sankrail, Gram Panchayat: JHORHAT, Mouza: Jhorhat	LR Plot No:- 169 , LR Khatian No:- 4426	3 Katha	1,00,000/-	14,37,911/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road Adjacent to Metal Road,

**D. Applicant Details****Details of the applicant who has submitted the requisition form**

Applicant's Name	S Nandi
Address	Thana : Howrah, District : Howrah, WEST BENGAL
Applicant's Status	Solicitor firm



**Office of the D.S.R. HOWRAH, District: Howrah**

**Endorsement For Deed Number : I - 050103446 / 2016**

05010000506878/2016      **Serial no/Year**      0501003690 / 2016

I - 050103446 / 2016

[0110] Sale, Development Agreement or Construction agreement

Mr Somnath Basu

**Presented At**

Office

15-04-2016

**Date of Presentation**

15-04-2016

**Remarks**

On 15/04/2016

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

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

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

Presented for registration at 14:18 hrs on : 15/04/2016, at the Office of the D.S.R. HOWRAH by Mr Somnath Basu ,Executant.

**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 14,37,911/-

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

Execution is admitted on 15/04/2016 by

Mr Somnath Basu, Son of Mr Swadesh Ranjan Basu, Jhorehat, P.O: Jhorehat, Thana: Sankrail, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711302, By caste Hindu, By Profession Business  
Indetified by Mr Sandip Nandi, Son of Mr S Nandi, Howrah, P.O: Howrah, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, By caste Hindu, By Profession Law Clerk

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

Execution is admitted on 15/04/2016 by

Mr Sushil Kumar Sharma propritor, Maa Batai Construction, 65, Seikhpara Lane, P.O:- B Garden, P.S:- Shippur, Howrah, District:-Howrah, West Bengal, India, PIN - 711103 Mr Sushil Kumar Sharma, Son of Late Omprakash Sharma, 65, Sk. Para Lane, P.O: B Garden, Thana: Sankrail, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711103, By caste Hindu, By profession Business  
Indetified by Mr Sandip Nandi, Son of Mr S Nandi, Howrah, P.O: Howrah, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, By caste Hindu, By Profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 46/- ( E = Rs 14/- , H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 46/-

**Payment of Stamp Duty**

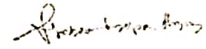
ed that required Stamp Duty payable for this document is Rs. 5,010/- and Stamp Duty paid by Draft Rs 500/-, by Stamp Rs 50/-

Description of Stamp

1. Rs 50/- is paid on Impressed type of Stamp, Serial no 1961, Purchased on 13/04/2016, Vendor named S Meyur.

Description of Draft

1. Rs 5,000/- is paid, by the Draft(other) No: 000428528805, Date: 13/04/2016, Bank: STATE BANK OF INDIA (SBI), SIBPUR.



(Sati Prosad Bandopadhyay)  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. HOWRAH  
Howrah, West Bengal

of Registration under section 60 and Rule 69.  
Recorded in Book - I  
Serial number 0501-2016, Page from 88114 to 88145  
Serial No 050103446 for the year 2016.



Digitally signed by SATIPRASAD  
BANDYOPADHYAY  
Date: 2016.04.20 17:30:59 +05:30  
Reason: Digital Signing of Deed.

*Sati Prosad Bandopadhyay*

(Sati Prosad Bandopadhyay) 20-04-2016 17:30:58  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. HOWRAH  
West Bengal.

(This document is digitally signed.)