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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

W 658090

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

A-0-A/506/18
19/03/18, 1-35

Additional District Sub-Registrar,
Gana-South 24 Parganas

19 MAR 2018

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on the 19th day of **March, 2018** (two thousand eighteen) BETWEEN SMT. RAKHI SARKAR (PAN NO. AUMPS3078G) wife of- Sri Partha Sarathi Sarkar, by faith- Hindu, by occupation- Service, by nationality- Indian, residing at- 4H, 1st Lane, Russa Road (South), P.S.- Tollygunge, Kolkata- 700033, hereinafter referred to as the LANDOWNER (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include her heirs, successors, executors, administrators, legal representatives, assigns) of the ONE PART

6021

13 MAR 2018

Date.....
 Sold to..... *D. Bhattacharya &*
 of..... *Bhadrans*
 Rupees..... *21*

Des
 Samiran Das
 Stamp Vendor
 Alipore Police Court
 South 24 Pgs., Kol-2nd



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 Additional District Sub-Registrar,
 Garia South 24 Parganas

19 MAR 2018

Identified by me
Abhijit Ghosh
 Advocate
 3/0 - Prabhakar Saha
 Dhaka, Wd. 152

AND

S.P. CONSTRUCTION (PAN NO. ADIFS6473Q) a Partnership Firm having its office at - 610, East Tentulberia, P.O.- Panchpota, P.S.- Sonarpur, Kolkata- 700152 and represented by its Partners namely (1) **SRI SUKANTA KUMAR MONDAL**, (PAN NO. AHBPM1094Q) son of Sri Subir Mondal, (2) **SRI SUBRATA NASKAR** (PAN NO. ACKPN6880H) son of Sri Santosh Naskar, both by faith - Hindu, by occupation- Business, residing at Dhalua, P.S.- Sonarpur, Kolkata- 700152, (3) **SRI PINTU DEBNATH** (PAN NO. AGHPD4819P) son of- Late Anil Debnath, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- L-7, Sreenagar Main Road, P.O.- Panchasayar, Police Station- Purba Jadavpur, Kolkata- 700094 and (4) **SRI PINTU MONDAL** (PAN NO. BWCPM7030B) son of- Sri Kanai Chandra Mondal, by faith- Hindu, by occupation- Business, residing at- Radhanagar, P.S.- Sonarpur, Kolkata- 700150, hereinafter called as the **DEVELOPER** (which terms or expressions shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the **OTHER PART**

WHEREAS the Landowner herein is the owner of the land measuring more or less 4 (four) cottahs 0 (zero) chittack 0 (zero) sq. ft. and the said land has been morefully described in the First Schedule written hereunder;

AND WHEREAS Sri Pulin Behari Chakraborty, Sri Amulya Ranjan Chakraborty & Sri Santosh Ranjan Chakraborty, all sons of- Late Hara Kumar Chakraborty jointly acquired some land by a Patta dated 02.05.1953 executed in their favour by Nirmal Chandra Naskar and others at Mouza- Dhalua and they constructed their respective dwelling huts with joint family firm thereon;

AND WHEREAS subsequently the said three brothers gradually acquired other properties by different Sale Deeds some standing in the name of one brother some in the name of another brother by their joint family fund contributed by them respectively and they jointly possess those properties. That



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by Kobalas dated 07.06.1956 and 15.07.1956 one Narendra Nath Mondal and Jyotindra Nath Mondal sold 1.07¹/₂ acres of land of C.S. Khatian No.- 171 in favour of three brothers but they could not give possession of that land as there were some tenants on that particular land, and than when Pulin Behari Chakraborty, Amulya Ranjan Chakraborty, Santosh Ranjan Chakraborty were about to take legal steps against the said Narendra Nath Mondal and Jyotindra Nath Mondal came to a compromise with the said three brothers and accordingly in exchange of the said 1.07¹/₂ acres of land covered by the Kobalas dated 07.06.1956 and 15.07.1956 and on taking another Rs. 1000/- in cash from the three brothers and said Narendra Nath Mondal and Jyotindra Nath Mondal executed a fresh Kobala on 24.06.1958 registered on 27.06.1958 in respect of C.S. Dag No.- 275 area of land 56²/₃ decimal and C.S. Dag No.- 163 area of land 1.96 acres in C.S. Khatian No.- 191, in favour of aforesaid three brothers but this Kobala was written in Benami in the name of Hari Bhushan Chakraborty son of Sri Jyotindra Nath Chakraborty brother-in-law of aforesaid Pulin Behari Chakraborty and the said Kobala was registered at the office of Sub. Registrar, Baruipur and recorded in Book No.- I, Volume No.- 65, Pages 37 to 38, Being No.- 5152 for the year 1958;

AND WHEREAS said Hari Bhushan Chakraborty being the benamdar of aforesaid three brothers did not pay any money or cost for the aforesaid Kobala nor did he ever possessed the aforesaid land and said Hari Bhushan Chakraborty admitted that he was a Benamdar in the Sale Deed No.- 5152 of 1958 by lodging a General Diary being entry No.- 646 dated 14.04.1965 at Sonarpur Police Station. Thereafter aforesaid three brothers affected an amicable partition with one Debendra Nath Mondal being the co-sharer of Narendra Nath Mondal and Jyotindra Nath Mondal and the aforesaid Deed of Partition was executed on 12.08.1960, wherein said Hari Bhushan Chakraborty being the Benamdar of aforesaid three brothers was cited as the Party of the First Part and Debendra Nath Mondal was cited as the Party of the Second Part in the said Deed of Partition by which three brothers exclusively got an area of land of 85



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decimal in C.S. Dag No.- 275 and an area of land of 2.94 acres in C.S. Dag No.- 163, at Mouza- Dhalua and the said Deed of Partition was registered at the office of Sub. Registrar, Baruipur and recorded in Book No.- I, Volume No.- 89, Pages 121 to 125, Being No.- 7884 for the year 1960;

AND WHEREAS Sri Pulin Behari Chakraborty died intestate on 03.04.1964 leaving behind his wife Smt. Sandhya Rani Chakraborty, 5 (five) daughters namely (1) Smt. Mamata Banerjee nee Chakraborty, wife of- Sri Bhunjangalal Banerjee, (2) Smt. Anita Das, wife of- Sri Bhola Nath Das, (3) Smt. Kabita Chakraborty, wife of- Sri Haru Chakraborty, (4) Smt. Namita @ Swapna Chakraborty, wife of- Sri Thakurdas Chakraborty, (5) Smt. Sikha Das nee Chakraborty, wife of- Sri Susanta Das and 3 (three) sons namely (1) Sri Tarun Kanti Chakraborty, (2) Sri Tapas Kanti Chakraborty, (3) Sri Tushar Kanti @ Tapan Kanti Chakraborty as his legal heirs and successors, and all of them jointly inherited his share of land with their other co-sharers;

AND WHEREAS Sri Amulya Ranjan Chakraborty and Sri Santosh Ranjan Chakraborty being Plaintiffs instituted a Partition Suit being Title Suit No.- 78 of 1967 before the Learned 1st Sub. Judge at Alipore, against the afore-said 9 (nine) legal heirs of Late Pulin Behari Chakraborty namely (1) Smt. Sandhya Rani Chakraborty, (2) Smt. Mamata Banerjee nee Chakraborty, (3) Smt. Anita Das, (4) Smt. Kabita Chakraborty, (5) Smt. Namita @ Swapna Chakraborty, (6) Smt. Sikha Das nee Chakraborty, (7) Sri Tarun Kanti Chakraborty, (8) Sri Tapas Kanti Chakraborty and (9) Sri Tushar Kanti @ Tapan Kanti Chakraborty being the Principal Defendants and Sri Hari Bhushan Chakraborty, Sri Jatindra Nath Chakraborty, Sri Keval Sarkar, Sri Rabindra Nath Mridha, Sri Arun Kanti Biswas, Sri Debendra Nath Mondal, Sri Nani Gopal Das, Sri Manindra Kumar Mazumdar and Sri Upendra Kumar Mazumdar being the Proforma Defendants and the said Title Suit was finally decreed on 30.05.1968 by the Learned 1st Sub. Judge at Alipore, on the basis of compromise petition filed by the parties and the said compromise petition being the Solenama had been treated as part of the Final Decree, as per Solenama Sri Santosh Ranjan Chakraborty being the



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Plaintiff No.- 2 was absolutely allotted an area of land of 85 decimal comprised in C.S. Khatian No.- 191, C.S. Dag No.- 275, corresponding to R.S. Khatian No.- 221, R.S. Dag No.- 122 at Mouza- Dhalua, Police Station- Sonarpur, along with other landed properties as morefully mentioned in the "Schedule- Kha" in the said compromise petition;

AND WHEREAS thereafter on 13.12.1972 Sri Santosh Ranjan Chakraborty sold the afore-stated entire land of 85 decimal to (1) Sri Manik Lal Ghosh, (2) Sri Ratan Lal Ghosh, (3) Sri Panna Lal Ghosh, (4) Biman Chandra Ghosh (being minor), all sons of- Sri Umesh Chandra Ghosh by virtue of a Sale Deed registered before Sub. Registrar, Sonarpur and recorded in Book No. I, Volume No. 52, Pages 149 to 152, Being No. 3944, for the year 1972;

AND WHEREAS after purchasing the said land of 85 decimal (1) Sri Manik Lal Ghosh, (2) Sri Ratan Lal Ghosh, (3) Sri Panna Lal Ghosh, (4) Biman Chandra Ghosh jointly mutated their names in the records of BL& LRO and their names have been published in the L.R. Settlement Record-of-Rights (Parcha) in respect of the said lands and after the death of Biman Chandra Ghosh in an unmarried stage on 07.10.1985 and that of his father Umesh Chandra Ghosh their share of land in the afore-stated land devolved upon (1) Sri Manik Lal Ghosh, (2) Sri Ratan Lal Ghosh and (3) Sri Panna Lal Ghosh and thereafter on 25.03.2013, Sri Manik Lal Ghosh, (2) Sri Ratan Lal Ghosh and (3) Sri Panna Lal Ghosh sold the land measuring about 4 cottahs in R.S. Khatian No.- 221, R.S. Dag No.- 122 corresponding to L.R. Dag No. 128, Mouza- Dhalua to Smt. Rakhi Sarkar (the Landowner herein), by virtue of a Deed of Sale which was registered before D.S.R.-IV, Alipore and recorded in Book No. I, C.D. Volume No. 14, Pages 2193 to 2208, Being No. 2579, for the year 2013 and thereafter Smt. Rakhi Sarkar (the Landowner herein) mutated her name before the BL&LRO Sonarpur and L.R. Record-of-Rights (Parcha) has been published in her name in respect of the said land and at present the Landowner herein has been enjoying the ownership of the said land;



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AND WHEREAS the land which is being described hereinabove within these presents is situated under the Jurisdiction of Rajpur Sonarpur Municipality Ward No. 2, and the Landowner at present have been enjoying the said land as more fully described in the First Schedule hereunder written without any interruption and hindrances and the Landowner is thus in lawful possession of the said entire land and adversely to the interest of any body else and the Landowner has every right to deal with this land with any other person;

AND WHEREAS the Landowner is very much desirous to construct a building on maximum availability of FAR as per existing rule of Rajpur Sonarpur Municipality on their said First Schedule land and to do and to make construction of a new building/s on their said land, they have no such experience in the matter and so the Landowner approached the parties of Second Part herein to make construction of the new building as per building plan to be sanctioned by the Rajpur Sonarpur Municipality at their cost as well as specification annexed in Second Schedule hereto;

AND WHEREAS the parties of the Second Part herein have agreed to make the construction of the proposed new building/s in flat systems for residential and other purposes in exchange of getting their cost of construction and their remuneration for supervision of such construction in kind of flats, car-parking spaces etc. after deducting or giving the Landowner allocation as more fully described and mentioned hereunder written and it is appearing as consideration for the land as described in the First Schedule hereunder written.

AND WHEREAS the parties of the Second part herein shall get rest of the construction of said proposed building. It has been clearly mentioned and described hereunder that the parties of the Second part shall erect the entire proposed building at their cost and supervision and labour and thereafter they shall deliver the Landowner Allocations as mentioned



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herein to be erected as per annexed, specification as well as sanctioned building plan to be sanctioned by Rajpur Sonarpur Municipality and to meet up such expenses they shall collect the entire money from the sale of their portion to be sold to the interested parties from whom they shall collect entire cost of construction as well as cost of land in connection with the said flats, car parking spaces etc.

AND WHEREAS the parties of the Second Part has agreed to do this project by constructing a building/s on the said land up to maximum height as per sanctioned building plan to be sanctioned by Rajpur Sonarpur Municipality at his cost and also providing for common areas and other facilities/amenities for the purpose of selling of flats/apartments as described hereunder, the parties of the Second Part shall get and enjoy all other flats, car-parking spaces etc. of the proposed building/s to be constructed excluding the portions to be given to Landowner by the Developer on the following terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH as follows:-

ARTICLE-I : TITLE, INDEMNITY & DECLARATION

- (i) The Owner hereby declares that she has good and absolute right and title to the said premises without any claim, right or interest of any person or persons claiming under or in trust for the owner and the owner have a good and marketable title to enter into this Agreement with the Developer and the Owner hereby undertakes to indemnify and keep indemnified the Developer against any and every part of claim action and demand whatsoever.
- (ii) The Developer shall construct and complete the building/s on the said premises in a proper and workman-like manner in terms of the sanctioned plan and as per Specifications of construction mentioned in the Second Schedule hereunder written.



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- (iii) The Owner hereby assures and declares that there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 on the said premises to the best of her knowledge.
- (iv) The Owner hereby also undertakes that the Developer shall be entitled to construct and complete the building on the said premises as agreed between the parties hereto at the cost of the Developer and to retain the Developer's Allocation therein without any interference from the Owner or any person or persons claiming through or under or in trust for him and the Developer would handover owner's allocation to the owner herein.
- (v) It is clearly agreed and understood between the Owner and the Developer that entering into this Agreement for development of the building will not be construed any Partnership between the Owner and the Developer and forming of Association of persons involving the said premises and during the period of construction of the building/s, the Developer shall hold the possession of the said premises as licensee only for the purpose of construction and not in any other capacity and the Owner and in the absence of the Owner the legal heirs of the Owner hereby jointly and severally declare and undertake that they shall not cancel this Agreement for any reason whatsoever.

ARTICLE- II: DEVELOPMENT RIGHTS

- (i) The Owner hereby grant exclusive right to the Developer to build upon and commercially use the said premises for construction of building or buildings in accordance with the Sanctioned plan or the revised plan to be sanctioned by the appropriate authority with such alterations or modifications as may be thought fit by the Developer with prior intimation to and consent of the Owner.
- (ii) All applications, plans and other papers and documents shall be submitted by the Developer in the name and as Lawful Constituted



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Attorney of the Owner and the Developer will pay all costs and fees required to be paid or deposited for revised sanction of the plan, if any, for the building/s and/or commercial use of the said premises, the Landowner will execute a registered General Power of Attorney in favour of the Developer for smooth running of the constructing work.

ARTICLE-III: COMMENCEMENT

This Agreement shall be deemed to have come into effect from this day of its execution and all acts, deeds and things done by the Developer on the basis of the terms and conditions herein contained are ratified by this Agreement.

ARTICLE-IV: BUILDING

- (i) The Developer shall at its own costs construct the building on the said premises with 1st class building materials.
- (ii) The Developer shall also provide in the building facilities in terms of the sanctioned building plan or under any consequent sanctioned or approval relative to the construction of the building on the said premises.
- (iii) The building construction will be completed within 24 (twenty four) months from the date of sanction of the building plan and starting of the construction work on the First Schedule land – whichever is later, subject to Force-Majure clause.

ARTICLE-V: SPACE ALLOCATION

On the basis of the total area comprised in the said First Schedule land and as per the rules and regulations of the Rajpur Sonarpur Municipality, it has been agreed that the said built up area shall be divided and allocated between the Owner and Developer hereinafter called "The Owner's Allocation" and "The Developer's Allocation" wherein the Owner will be entitled to **35% of the total built up area** in respect of Flats and car-parking spaces of the to be constructed building as per sanctioned building plan on the First Schedule



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premises and **rest 65% of the total built up area** in respect of flats, car-parking spaces will be allotted towards Developer's share of allocation. Apart from the afore-stated allocations the Developer will pay to the Landowner a sum of **Rs. 50,000/- (Rupees Fifty Thousand)** only as refundable advance which will be paid on the date of signing and registration of this Agreement.

PART-I

OWNER'S ALLOCATION

35% of the total built up area in respect of Flats and car-parking spaces of the to be constructed building on the First Schedule premises will be provided to the Owner. Be it clearly mentioned that the Owner will accept the possession of the Owner's Allocation after the completion of work in a habitable condition by the Developer. Immediately after completion of work of the Owner's Allocation in a complete habitable condition the Developer will inform the same to the Owner by written notice requesting him to take the delivery of possession of the Owner Allocation fixing the date and time. The Owner will have to pay an amount of Rs. 25,000/- (Rupees Twenty Five Thousand) only for each of their allocated flats to the Developer for common expenses like common electric-meter, individual electric meter, ~~generator~~, etc.

PART-II

DEVELOPER'S ALLOCATION

Balance/remaining **65% of the total built up area** in respect of Flats and car-parking spaces of the to be constructed building on the First Schedule premises flats and car-parking spaces other than the Owner Allocation.

Be it clearly mentioned that the Landowner and the Developer will execute a Specified Agreement within 30 days from the sanction of the building plan, whereby the proper demarcation/allocation of the owner's allocation will be done in a reciprocal manner.

Gayatri Kumar Mendel



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The Owner shall be entitled to sell, transfer, let out or enter into any contract for sale or transfer of the Owner Allocation. Similarly the Developer will also be entitled to sell, transfer, let out or enter into any Agreement in respect of the said Developer's Allocation.

No further consent or authority shall be required from the owner to enable the Developer to enter into any Agreement for Sale or transfer and/or letting out and/or to deal with the said Developer's Allocation and the Owner hereby consent to the same.

ARTICLE-VI: CONSIDERATION AND PAYMENT

- (i) All costs, charges and expenses for construction and/or development of the proposed building shall be paid, borne and discharged by the Developer.
- (ii) In consideration of the Owner having agreed to allow the Developer to develop the said premises and to appropriate the Developer's Allocation, the Owner shall not be liable to make any payment on account of the Owner Allocation save and except what are mentioned in Part-I of Article-V and Article-IX (i).
- (iii) In consideration of the Developer bearing all costs, charges and expenses for construction and development of the proposed building on the said premises, the Developer shall not be liable or required to make any payment on account of the land/said premises/Developer's Allocation.

ARTICLE-VII: OWNER OBLIGATION

- (i) The Owner shall permit or allow the Developer the right to commercially exploit the said premises by causing building or buildings to be constructed at their own costs at the said premises subject to the terms and conditions herein contained.
- (ii) The Owner shall execute the Deed(s) of Conveyance in respect of the undivided proportionate share in the land attributable to the



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Developer's Allocation in favour of the Developer or their nominees in such part or parts as the Developer shall require only after payment of the entire Owner Allocation to the Landowner.

ARTICLE- VIII: DEVELOPER'S OBLIGATION

- (i) The Developer shall carry out the construction work in a proper manner as per sanction plan and shall deliver the Landowner their allocations within the time mentioned hereinabove.
- (ii) The Developer will be liable to obtain completion certificate from the Rajpur Sonarpur Municipality after completion of the newly constructed building and will provide a copy of the same to the Landowner.

ARTICLE- IX: COMMON FACILITIES

- (i) The Developer will pay all arrears, rates and taxes in respect of the First Schedule land from the date of execution of this Agreement and the Owner and Developer upon completion of the building shall pay and bear all taxes and other dues and outgoings including the service and maintenance charges in respect of their respective allocations proportionately; and such common maintenance charges will be calculated between the Landowner and the Developer after taking possession, and such common expenses shall be paid by the Owner from the date of taking possession of his allocations in the proposed new building/s.
- (ii) As soon as the building is completed and certified by the Architect to be fit for occupation, the Developer shall give written notice to the Owner requesting them to take possession of the Owner Allocations in the building and on and from the date of service of such notice and at all times thereafter the Owner shall be exclusively responsible for payment of all Municipal and Land taxes, rates, duties and other public outgoings and maintenance charges whatsoever payable in respect of the Owner



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Allocation, the rates to be apportioned pro-rata with reference to the saleable space if they are levied on the building as a whole.

- (iii) The Owner and the Developer shall punctually and regularly pay the said rates to the concerned authorities in consultation with each other and each of them shall keep indemnified the other against all actions, claims, demands, costs, charges, expenses, proceedings whatsoever directly or indirectly instituted against or suffered or incurred by the Owner/Developer.
- (iv) The Landowner and Developers shall enjoy the common areas as mentioned in the Third Schedule hereunder and will also have to bear the common expenses as mentioned in the Fourth Schedule hereunder.

ARTICLE- X:- MISCELLANEOUS

- i) "Force Majeure" shall mean the reasons beyond the Developer's control for giving possession of the Owner allocations to the Owner within the time period mentioned hereinabove, such as storm, tempest, flood, earthquake and other Acts of God or Acts of Government, Statutory Body etc., strike, riot, mob, air-raid, order of injunction or otherwise restraining development or construction at the said land by the Court of Law, Tribunal or Statutory Body, scarcity or no availability of building materials equipments or labourers, changes in laws for the time being in force resulting in stoppage of construction at the said land.
- ii) Nothing in these shall be construed as a demise or assignment or conveyance in law of the said premises or any part thereof or the building to be built thereon to the Developer or as creating any right, title or interest in respect thereof in the Developer other than an exclusive license to the Developer to commercially exploit the same as per mutually agreed plan or construction in terms hereof.



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- iii) All taxes, khajnas and other dues in respect of the said premises for and up to the date of this Agreement shall be payable by the Landowner.
- iv) The parties hereto have agreed to register this instrument as and when required as the cost of the Developer.

FIRST SCHEDULE ABOVE REFERRED TO

Susanta Kumar Mondal

ALL THAT piece and parcel of land containing an area of **4 (four) cottahs 0 (zero) chittack 0 (zero) sq. ft.** be the same a little more or less comprised in and formed under Mouza - Dhalua, J.L. No. 43, Touzi No. 340-342, R.S. Khatian No. 221, L.R. Khatian No. 3510, R.S. Dag No. 122, L.R. Dag No. 128, Holding No. **450**, Dhalua Uttar, within Ward No. 2, of Rajpur-Sonarpur Municipality under Sub-Registry Office- Garia, Police Station - Sonarpur within the District - 24 Parganas (South) and the said land is butted and bounded as follows :-

- ON THE NORTH : By 12 ft. wide common passage;
- ON THE SOUTH : By R.S. Dag No. 121;
- ON THE EAST : By R.S. Dag No. 122;
- ON THE WEST : By House of Srinivas Halder;

SECOND SCHEDULE ABOVE REFERRED TO

(Specifications of construction)

1. Foundation & Structures

- a. Deep RCC pile foundation
- b. RCC framed structure on concrete piles

2. Walls

- a. Plaster of Paris interiors
- b. Attractive external finish with best quality cement paint

3. Windows

Aluminum windows with large glass panes & grill.

4. Doors

All doors will be of Flush doors.



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5. Flooring

Vitrified Tiles Flooring.

6. Kitchen

- a. Coloured / designed ceramic tiles up to height of 2 ft.
- b. Guddapha stone kitchen counter top
- c. Provision for exhaust fan

7. Bathrooms

- a. Coloured/designed ceramic tiles up to height of 5 ft.
- b. Concealed plumbing system using standard make pipes and fittings
- c. White sanitary ware of ISI Mark with C.P. fittings
- d. Provision for exhaust fan

8. Electricals

- a. PVC conduit pipes with copper wiring
- b. 15 & 5 Amp Points one each in living room, bedrooms, bathrooms and kitchen
- c. Electrical Calling Bell point at entrance of residential flats
- d. Concealed Telephone point in living room
- e. T.V. point in living room

9. Special Features

- a. Common Staff toilet in ground floor
- b. Boundary walls with decorative grills and gate
- c. Deep tube-well and overhead tank
- d. Roof treatment for water proofing

THIRD SCHEDULE ABOVE REFERRED TO**(COMMON AREAS AND INSTALLATIONS)**

1. Paths, passages and driveways in the Building Complex earmarked by the Developer as common for all Unit Holders.



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2. Staircase lobby and landings with stair cover on the roof of the new building/s.
3. Water pump with motor and with water distribution pipes save those inside any Unit to the overhead water tank of each building and room if any for installing the water pump and motor.
4. Underground Water Reservoir and Overhead water tanks with distribution pipes therefrom connecting to different units and from the underground water reservoir to the overhead tanks.
5. Electrical wiring and fittings and other accessories for lighting the staircase lobby and landings and other common areas.
6. Electrical installations including transformer and substation (if any) for receiving electricity to supply and distribute amongst the Unit Holders with electrical room.
7. Deep tube-well, if municipal water supply is not available.
8. Water waste and sewerage evacuation pipes from the flats/ units to drains and sewers common to the building.
9. Drain and Sewerage Pipes from the Building Complex to the municipal duct.
10. Boundary walls and Main gate to the premises and building.

FOURTH SCHEDULE ABOVE REFERRED TO

(COMMON EXPENSES)

1. All expenses for the maintenance, administration, repairs, replacement and renovation of the main structure and in particular the filter water and rain water pipes of the building water pipes and electric wire under or upon the building enjoyed or used by the Landowner, the Developer and all apartment owner of the building and the main entrance, landing staircase of the building as enjoyed by all the apartment owner with the Landowner and Developer in common as aforesaid and the boundary walls of the building compound etc. The costs of sweepers, electricians etc. for the common areas and facilities.



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2. The Municipal taxes as levied or may be levied from time to time in respect of the whole of the building and all replacements improvements or additions or alterations of the common areas and facilities as described in Third Schedule hereinabove and all sums assessed against the apartment owner.
3. Costs of establishment and operations of the Association relating to the common purposes.
4. Litigation expenses incurred for the common purposes ;
5. Office Administrative over head expenses incurred for maintaining the office for common purposes ;

IN WITNESS WHEREOF the parties have put their respective signature hereto the day, month and year first above written.

WITNESSES

1. *Abhejit Saha*
Advocate
High Court, Calcutta

2. *Babur Chowdhary*
Gamma Kot-152

Ravii Saha

SIGNATURE OF THE LAND OWNER

S.P. CONSTRUCTION
Subrata Naskar
 Partner

S.P. CONSTRUCTION
Pintu Deb Nath
 Partner

SIGNATURE OF THE DEVELOPER



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MEMO OF RECEIPT

RECEIVED of and from the Developer herein the sum of **Rs.**
50,000/- (Rupees Fifty Thousand) only as refundable advance:-

<u>Cheque</u> <u>no</u>	<u>Bank</u>	<u>Date</u>	<u>Amount</u>
463955	SBI (over Cash)	19/03/18.	Rs. 50,000/-

WITNESSES:-

1. *Alchit Bah*

2. *Babur Ghosh*

Ranji Sarker

SIGNATURE OF THE LAND OWNER

Drafted by:-

Dibakar Bhattacharjee.
Dibakar Bhattacharjee

Advocate,

High Court, Calcutta.

WB-359/2001.



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Additional District Sub-Registrar,
Garia South 24 Parganas

19 MAR 2018



Pintu Debnath

Your PAN Application Status

Acknowledgment Number : 882031119943466

Name : S.P. CONSTRUCTION

Category : Firm

Status : *Your PAN card has been dispatched on 20-May-2017 by Registered/Speed Post** vide airway bill no. EA579063683IN, at the address for communication* indicated by you in the application. The PAN card is expected to be delivered by 30-May-2017.*

Permanent Account Number (PAN) : ADIFS6473Q

DOI : 01/03/2017

1. PAN card will be despatched only to the communication address provided in your PAN application. *Wherever the Representative Assessee (RA) details (Reg. no. 14 in Form 49A) are mentioned in the application, PAN Card will be despatched to the RA's address.
2. If your communication address has changed, please submit a 'Request for New PAN Card or/and Changes or Correction in PAN data' form so that the Income Tax Department's database is updated with your current address.
3. Written communication from the Income Tax Department will be directed to the communication address recorded against your PAN. So to avoid any inconveniences in future, please ensure that your communication address is up-to-date in the Income Tax Department's database.

BACK

Pintu Menda.

भारत सरकार / PERMANENT ACCOUNT NUMBER
ACKPN6880H

नाम / NAME
SUBRATA NASKAR

पिता का नाम / FATHER'S NAME
SANTOSH NASKAR

जन्म तिथि / DATE OF BIRTH
12-09-1973

फोटो / PHOTO

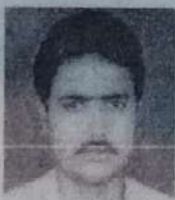
हस्ताक्षर / SIGNATURE
Subrata Naskar

के.डी.ए.
सर्वोच्च आय, व. व. III
COMMISSIONER OF INCOME-TAX, W.B.-II



Subrata Naskar

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
AHBPM1094Q

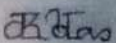


नाम /NAME
SUKANTA KUMAR MONDAL

पिता का नाम /FATHER'S NAME
SUBIR MONDAL

जन्म तिथि /DATE OF BIRTH
03-12-1971

हस्ताक्षर /SIGNATURE
Sukanta Kumar Mondal



अयकर अधिक. प.नं.-III
COMMISSIONER OF INCOME-TAX, W.B. - III

Sukanta Kumar Mondal

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

PINTU MONDAL

KANAI MONDAL

18/04/1989
Permanent Account Number
BWCPM7030B

Pintu Mondal

Signature

20072012



Pintu Mondal.

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

RAKHI SARKAR

KALYAN MUKHERJEE

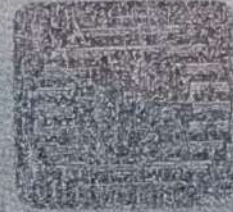
17/08/1970

Permanent Account Number

AUMPS3078G

Rakhi Sarkar

Signature



Rakhi Sarkar

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

GRN: 19-201718-019521935-1

Payment Mode Online Payment

GRN Date: 13/03/2018 18:56:12

Bank : State Bank of India

BRN : CKF2599699

BRN Date: 13/03/2018 00:00:00

DEPOSITOR'S DETAILS

Id No. : 16290000415061/2/2018

[Query No./Query Year]

Name : PINTU MONDAL

Contact No. :

Mobile No. : +91 9831072514

E-mail :

Address : HIGH COURT CALCUTTA

Applicant Name : Mr Dibakar Bhattacharjee

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16290000415061/2/2018	Property Registration- Stamp duty	0030-02-103-003-02	7001
2	16290000415061/2/2018	Property Registration- Registration Fees	0030-03-104-001-16	507

Total

7508

In Words : Rupees Seven Thousand Five Hundred Eight only

SPECIMEN FORM FOR TEN FINGER PRINTS



Rachli Sankar

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Bhuvan Kumar Mondal

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Subrata Sarkar

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Pintu Debbarthi

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

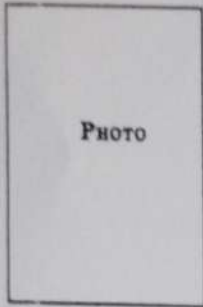


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Additional District Sub-Registrar,
Garia South 24 Parganas

9 MAR 2018

SPECIMEN FORM FOR TEN FINGER PRINTS

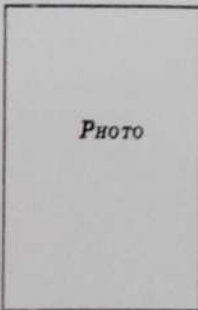


	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

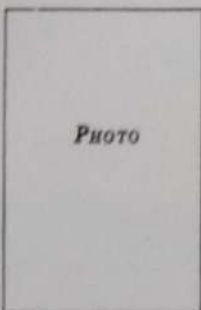


Pinku Mondal

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



(Handwritten signature)

Additional District Sub-Registrar,
Garia South 24 Parganas

9 MAR 2018

Major Information of the Deed



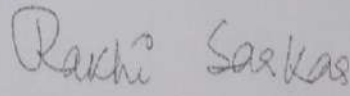
Deed No :	I-1629-01384/2018	Date of Registration	19/03/2018
Query No / Year	1629-0000415061/2018	Office where deed is registered	
Query Date	13/03/2018 1:41:51 PM	A.D.S.R. GARIA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Dibakar Bhattacharjee High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL., PIN - 700001, Mobile No. : 9831072514, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs : 50,000/-]		
Set Forth value	Market Value		
Rs. 5,00,000/-	Rs. 44,55,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,051/- (Article:48(g))	Rs. 507/- (Article: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:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Dhulua Main Road, Mouza: Dhelua, Holding No:700152

Sch No	Plot Number	Khatian Number	Land Use		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1	LR-128	LR-3510	Bastu	Danga	4 Katha	5,00,000/-	44,55,000/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
Grand Total :					6.6Dec	5,00,000 /-	44,55,000 /-	

Land Lord Details :



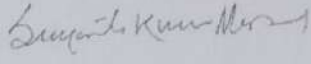


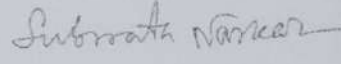


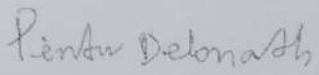
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	Smt Rakhi Sarkar Wife of Mr Partha Sarathi Sarkar Executed by: Self, Date of Execution: 19/03/2018 , Admitted by: Self, Date of Admission: 19/03/2018 ,Place : Office			
		19/03/2018	LTI 19/03/2018	19/03/2018
4H, 1st Lane, Russa Road South, P.O:- Tollygunge, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700033 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AUMPS3078G, Status :Individual, Executed by: Self, Date of Execution: 19/03/2018 , Admitted by: Self, Date of Admission: 19/03/2018 ,Place : Office				

Major Information of the Deed :- I-1629-01384/2018-19/03/2018


Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	S.P.CONSTRUCTION 610, East Tentulberia, P.O:- Panchpota, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700152 , PAN No.:: ADIFS6473Q, Status :Organization, Executed by: Representative

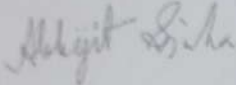
Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Sukanta Kumar Mondal (Presentant) Son of Mr Subir Mondal Date of Execution - 19/03/2018, , Admitted by: Self, Date of Admission: 19/03/2018, Place of Admission of Execution: Office			
		Mar 19 2018 2:38PM	LTI 19/03/2018	19/03/2018
	Dhalua, P.O:- Panchpota, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700152, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHBPM1094Q Status : Representative, Representative of : S.P.CONSTRUCTION (as Partner)			
2	Name	Photo	Finger Print	Signature
	Mr Subrata Naskar Son of Mr Santosh Naskar Date of Execution - 19/03/2018, , Admitted by: Self, Date of Admission: 19/03/2018, Place of Admission of Execution: Office			
		Mar 19 2018 2:35PM	LTI 19/03/2018	19/03/2018
	Dhalua, P.O:- Panchpota, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700152, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACKPN6880H Status : Representative, Representative of : S.P.CONSTRUCTION (as Partner)			
3	Name	Photo	Finger Print	Signature
	Mr Pintu Debnath Son of Late Anil Debnath Date of Execution - 19/03/2018, , Admitted by: Self, Date of Admission: 19/03/2018, Place of Admission of Execution: Office			
		Mar 19 2018 2:37PM	LTI 19/03/2018	19/03/2018
	L-7, Sreenagar Main Road, P.O:- Panchasayar, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700094, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGHPD4819P Status : Representative, Representative of : S.P.CONSTRUCTION (as Partner)			

Major Information of the Deed :- I-1629-01384/2018-19/03/2018

4	Name	Photo	Finger Print	Signature
	Mr Pintu Mondal Son of Mr. Kanai Chandra Mondal Date of Execution - 19/03/2018, Admitted by: Self, Date of Admission: 19/03/2018, Place of Admission of Execution: Office			
		Mar 19 2018 2:37PM	L1 19/03/2018	19/03/2018
Radhanagar, P.O:- Sonarpur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700150, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BWCPM7030B Status : Representative, Representative of : S.P.CONSTRUCTION (as Partner)				

Identifier Details :

Name & address	
Mr Abhijit Sinha Son of Mr. Prabir Sinha Dhalua, P.O:- Panchpota, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700152, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, Identifier Of Smt Rakhi Sarkar, Mr Sukanta Kumar Mondal, Mr Subrata Naskar, Mr Pintu Debnath, Mr Pintu Mondal	
	19/03/2018

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt Rakhi Sarkar	S.P.CONSTRUCTION-6.6 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Dhulua Main Road, Mouza: Dhelua, Holding No:700152

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 128(Corresponding RS Plot No:- 122), LR Khatian No:- 3510	Owner:রাখি সরকার, Gurdian:দাখসারখী, Address:নিজ, Classification:শালি, Area:0.16000000 Acre,

Endorsement For Deed Number : I - 162901384 / 2018

Major Information of the Deed :- I-1629-01384/2018-19/03/2018

On 19-03-2018

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

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

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

Presented for registration at 13:35 hrs on 19-03-2018, at the Office of the A.D.S.R. GARIA by Mr Sukanta Kumar Mondal .

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 44,55,000/-

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

Execution is admitted on 19/03/2018 by Smt Rakhi Sarkar, Wife of Mr Partha Sarathi Sarkar, 4H, 1st Lane, Russa Road South, P.O: Tollygunge, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by Profession Service

Identified by Mr Abhijit Sinha, , , Son of Mr Prabir Sinha, Dhalua, P.O: Panchpota, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700152, by caste Hindu, by profession Advocate

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

Execution is admitted on 19-03-2018 by Mr Sukanta Kumar Mondal, Partner, S.P.CONSTRUCTION (Partnership Firm), 610, East Tentulberia, P.O:- Panchpota, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700152

Identified by Mr Abhijit Sinha, , , Son of Mr Prabir Sinha, Dhalua, P.O: Panchpota, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700152, by caste Hindu, by profession Advocate

Execution is admitted on 19-03-2018 by Mr Subrata Naskar, Partner, S.P.CONSTRUCTION (Partnership Firm), 610, East Tentulberia, P.O:- Panchpota, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700152

Identified by Mr Abhijit Sinha, , , Son of Mr Prabir Sinha, Dhalua, P.O: Panchpota, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700152, by caste Hindu, by profession Advocate

Execution is admitted on 19-03-2018 by Mr Pintu Debnath, Partner, S.P.CONSTRUCTION (Partnership Firm), 610, East Tentulberia, P.O:- Panchpota, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700152

Identified by Mr Abhijit Sinha, , , Son of Mr Prabir Sinha, Dhalua, P.O: Panchpota, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700152, by caste Hindu, by profession Advocate

Execution is admitted on 19-03-2018 by Mr Pintu Mondal, Partner, S.P.CONSTRUCTION (Partnership Firm), 610, East Tentulberia, P.O:- Panchpota, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700152

Identified by Mr Abhijit Sinha, , , Son of Mr Prabir Sinha, Dhalua, P.O: Panchpota, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700152, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 507/- (B = Rs 500/- ,E = Rs 7/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 507/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/03/2018 12:00AM with Govt. Ref. No: 192017180195219351 on 13-03-2018, Amount Rs: 507/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKF2599699 on 13-03-2018, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1629-01384/2018-19/03/2018

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,001/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 7,001/-

Description of Stamp

1 Stamp: Type: Impressed, Serial no 6011, Amount: Rs 50/-, Date of Purchase: 13/03/2018, Vendor name: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/03/2018 12:00AM with Govt. Ref. No: 192017180195219351 on 13-03-2018, Amount Rs: 7,001/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKF2599699 on 13-03-2018, Head of Account 0030-02-103-003-02



Abhijit Bera

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. GARIA

South 24-Parganas, West Bengal

Major Information of the Deed :- I-1629-01384/2018-19/03/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1629-2018, Page from 46221 to 46254

being No 162901384 for the year 2018.



Digitally signed by ABHIJIT BERA
Date: 2018.03.27 12:33:32 +05.30
Reason: Digital Signing of Deed.

(Abhijit Bera) 27-Mar-18 12:32:38 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
West Bengal.

(This document is digitally signed.)