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District Sub-Registrar-II
Alipore, South 24 Parganas

25 SEP 2019

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT is made on this

25th day of September 2019

BETWEEN

4506

09 SEP 2019

No.....Ra 10/- Date.....

Name: **B. C. LAMRI**

Advocate

Address:- Alipore Judge's Court, Kol-27

Alipore Collectorate, 24 Pgs. (37)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, Kol-27

Vendor.....

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25 SEP 2019

Anup Mondal
S/o- Arabinda Mondal
Alipore Police court
P.O.+P.S.- Alipore
Kol-27
OCC- Law clerk

District Sub-Registrar-II
Alipore, South 24 Parganas

25 SEP 2019

(1) **MR. JAGANNATH ADHIKARI** Alias **JAGANNATH ADHIKARY** ,
(**PAN.AXEPA1062D**), son of Late Gopal Chandra Das (Adhikari) alias
Gopal Adhikari alias Gopal Chandra Adhikari Alias Gopal Chandra
Adhikary, by faith- Hindu, by Nationality-Indian, by occupation-
Business, residing at 1, Mahatma Gandhi Road, Post Office – Paschim
Putiary , Police Station-Haridevpur, Kolkata - 700041, (2) **MRS.**
SABITA MUKHERJEE, (**PAN - BYHPM5495B**), wife of Swapan
Mukherjee and daughter of Late Gopal Chandra Das (Adhikari) alias
Gopal Adhikari alias Gopal Chandra Adhikari Alias Gopal Chandra
Adhikary, by faith- Hindu, by Nationality-Indian, by occupation-House
wife, residing at 11/1 /A, Panchanantala Road, Post Office-Paschim
Putiary , Police Station- Haridevpur, Kolkata - 700041 (3) **MRS.**
BABITA DAS, (**PAN- DFYPD9663E**), wife of Sri Gobinda Das and
daughter of Late Gopal Chandra Das (Adhikari) alias Gopal Adhikari
alias Gopal Chandra Adhikari Alias Gopal Chandra Adhikary, by faith-
Hindu, by Nationality-Indian, by occupation-House wife, residing at
32, Nath Para, Brahmapur, Bansdrone, Post Office-Garia, Police
Station-Bansdrone, Kolkata - 700084 hereinafter jointly called and
referred to as the **FIRST PARTY/OWNERS of the FIRST PART.**

AND

MRS. RAKHI ROY, (PAN AKJPR3212L), wife of Mr. Saurajit Roy, by faith Hindu, by Nationality Indian, by occupation Business Presently residing at 72/58, Taramoni Ghat Road * SwapnoNeer (3)*, Ground floor, Police Station - Haridevpur, Post Office - Paschim Putiary, Kolkata 700041 as sole proprietor of **M/s Siddhivinayak Construction(PAN AKJPR3212L)**, a sole proprietorship firm, having its registered office at 72/58, Taramoni Ghat Road, "SwapnoNeer (3)", Ground floor, Police Station -, Haridevpur Post Office - Paschim Putiary, Kolkata 700041, hereinafter called and referred to as the **SECOND PARTY/DEVELOPER** of the OTHER PART.

WHEREAS One Gopal Chandra Das Adhikari Alias Gopal Chandra Adhikary(Since deceased), son of Late Natabar Adhikary is the sole and absolute Owner of **ALL THAT PIECE AND PARCEL OF Bastu Land** measuring about 16 (Sixteen) decimals comprised in (1) Land area .06 Decimal in R.S. Dag No. 579/820, R.S. Khatian No. 300(2)Land area .07 Decimal in R.S. Dag No. 580, R.S. Khatian No. 1318 and (3) Land area .03 Decimal. in R.S. Dag No. 579, R.S. Khatian No. 1306 together with Structure standing thereon lying and situated, at Mouza - Surity, J.L. No. 11, Touzi No. 411, 35, 177, formerly under police Station- Behala and S.S. Municipality by virtue of a registered Bengali Deed of

Sale Registered in the office of the Joint Sub - Registrar of Alipore at Behala and recorded, in Book No. 1, Volume No. 46, Pages from 29 to 33, Being No. 1986 for the year 1967 for and at a price consideration therein.

AND WHEREAS during enjoyment and occupation and possession of the aforesaid 16 decimal Land with structure lying and situated at Mouza - Sirity, J.L. No. 11, Touzi No. 411, 35,177 in the District of 24 Parganas (S), the said Gopal Chandra Das Adhikari Alias Gopal Chandra Adhikary (Since deceased), sold transferred and conveyed a part or portion of the land area measuring about 3 Cottahs 8 Chittack 00 Sq.ft. i.e. .06 Decimals (Dag No. 579= 3 decimals and Dag no. 579/820 = 3 decimals, Dag no. 580= 0 decimals)through a Deed of Sale Registered with the office of the D.S.R. Alipore in Book No. I, Volume No. 41, Pages from 197 to 200, Being No. 1995 for the year 1967 to and unto in favour of one Monmotha Nath Bhor, son of Late Nibarān Chandra Bhor for and at a price consideration therein.

AND WHEREAS That, the said Gopal Chandra Das (Adhikary) alias Gopal Chandra Adhikary sold , transferred and conveyed assigned and assured another portion/part of the land area 00 Cottahs 10

Chittacks 36 Sq.ft. equivalent to .01 decimals more or less in connection with the R.S. Dag No. 580 under R.S. Khatian No. 1318, through a Deed of Sale Registered with the office of the D.S.R. Alipore, in Book No. I, Vol. No. 11, Pages from 151 -154 Being No. 528 for the year 1968 to and unto in favour of the said Monmotha Nath Bhor absolutely forever free from all sorts of encumbrances.

AND WHEREAS after selling of the aforesaid landed properties through aforesaid two different deeds at Last the remaining landed property an area about .09 decimals more or less (5 Cottahs 08 Chittacks out of R.S. Dag No. 580 contained 3 Cottahs 10 Chitacks , and R.S. Dag No. 579/820 contained 00 Cottahs 14 Chittack 35 sq.ft. and for Road allotted 15 Chittacks 10 Sq.ft.) which is at present in its physical measurement an area about 4 Cottahs 08 Chittacks 35 Sq.ft. be the same a little more or less and was in sole ownership and possession thereon free from all sorts of encumbrances.

AND WHEREAS the said Gopal Chandra Das (Adhikary) Alias Gopal Chandra Adhikari during his life time , had been enjoying, occupying and possessing an area about 4 Cottahs 08 Chittacks 35 Sq.ft. (in actual physical measurement) be the same a little more or less together with structure standing thereon free from all sorts of encumbrances, got mutated and recorded his name with the then

records of C.M.C. now at the Kolkata Municipal Corporation which became known and numbered as premises No. 69, Mahatma Gandhi Road, Post Office-Paschim Putiary, Police Station-Behala, Then-Thakurpukur Now Haridevpur, Kolkata- 700041. under K.M.C Ward No. 115, Assessee No. 41- 115- 06-0237-7, District 24 parganas (South), West Bengal absolutely free from all encumbrances and time to time has been paying taxes to the office of the Kolkata Municipal Corporation (S.S.Unit) without any let or hindrance , whatsoever.

AND WHEREAS the said Gopal Chandra Das Adhikary alias Gopal Chandra Adhikari died intestate on 07.02.1998 leaving behind him surviving Mrs.Bharati Adhikary (wife), (2) Mr.Jagannath Adhikary (Son) ,(3)Mrs. Sabita Mukherjee (Married daughter)and (4) Mrs. Babita Das (Married daughter) as his legal heirs and/or successors.

AND WHEREAS thereafter the said Bharati Adhikary , wife of Late Gopal Chandra Das Adhikary Alias Gopal Chandra Adhikary also died intestate on 27.07.2010 leaving behind her surviving the within named son and two married daughters namely Mr. Jagannath Adhikary, Mrs. Sabita Mukherjee and Mrs. Babita Das, legal heirs and /or successors i.e. the owners herein, who jointly became the sole

and absolute owners , occupiers and possessors of the said landed property, together with a Structure standing thereon along with all other rights thereon, fully written in the schedule below absolutely forever and free from all sorts of encumbrances.

AND WHEREAS the said owners have mutated their names as the owner of the said land measuring 4 Cottahs 08 Chittacks 35Sq.ft. be the same a little more or less in the records of B.L.&L.R.O and L.R Khatian Nos. 1734,1735,1736 has been allotted in favour of the owners corresponding to R.S and L.R Dag No 579/820 and 580.

AND WHEREAS in the aforesaid circumstances said Mr. Jagannath Adhikari alias Jagannath Adhikary, Mrs. Sabita Mukherjee and Mrs. Babita Das are the sole and absolute owners of ALL THAT piece and parcel of the landed property measuring an area about **4 Cottahs 08 Chittacks 35Sq.ft.** be the same a little more or less together with residential structure standing thereon lying and situated within **Mouza - Sirity, J.L. No. 11**, comprised in R.S. Dag Nos. **579/820, 580** under R.S. Khatian No. 300 & 1318 respectively out of R.S. Dag No. 580 contained 3 Cottahs 10 Chitacks , and R.S. Dag No. 579/820 contained 00 Cottahs 14Chittack 35 sq.ft within the local limits of The Kolkata Municipal Corporation being known and numbered as its present premises No. **69, Mahatma Gandhi Road, Ward No. 115**, Assessee No. 41- 115- 06-0237-7 Post Office - Paschim Putiary, present Police Station - Haridevpur, Kolkata - 700 041 morefully and particularly described in the First Schedule hereunder written and hereinafter referred to as the said property, free from all

encumbrances, charges liens, lispensdences, trust or attachment whatsoever.

AND WHEREAS in the manner stated above, the Owners have become the absolute owners of the said Premises and is in possession of the said Premises, and the Owners has a marketable title thereto and is not aware of any defect in the title of the Premises and the premises is free from any encumbrances and the owners has not entered into any agreement creating any right in the Premises. The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field and the owners have offered the developer to construct a new building thereon and relying on such representations of the Owners, the Developer has agreed to develop and commercially exploit the **Premises by constructing a new** Multistoried building thereon (New Building) in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation (Plans).

AND WHEREAS The Owner appoints and the Developer accepts the appointment as the developer of the Premises.

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

ARTICLE I : DEFINATION

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

1.1 **OWNER** shall mean **MR. JAGANNATH ADHIKARI** Alias **JAGANNATH ADHIKARY** , son of Late Gopal Chandra Das (Adhikari) alias Gopal Adhikari alias Gopal Chandra Adhikari Alias Gopal Chandra Adhikary, residing at 1, Mahatma Gandhi Road, Post Office - Paschim Putiary , Police Station- Haridevpur, Kolkata - 700 041, (2)**MRS. SABITA MUKHERJEE**, wife of Swapan Mukherjee and daughter of Late Gopal Chandra Das (Adhikari) alias Gopal Adhikari alias Gopal Chandra Adhikari Alias Gopal Chandra Adhikary, residing at 11/1 /A, Panchanantala Road, Post Office-Paschim Putiary , Police Station- Haridevpur, Kolkata - 700 041 (3) **MRS. BABITA DAS**, wife of Sri Gobinda Das and daughter of Late Gopal Chandra Das (Adhikari) alias Gopal Adhikari alias Gopal Chandra Adhikari Alias Gopal Chandra Adhikary, residing at 32, Nath Para, Brahmapur, Bansdroni, Post Office-Garia, Police Station- Bansdroni, Kolkata - 700 084.

1.2 **DEVELOPER** shall mean **Mrs. Rakhi Roy**, wife of Mr. Saurajit Roy, by faith Hindu, by Nationality Indian, by occupation Business Presently residing at 72/58, Taramoni Ghat Road " Swapno Neer (3)" , Ground floor, Police Station - Haridevpur, Post Office - Paschim Putiary,

Kolkata 700041 as sole proprietor of **M/s Siddhivinayak Construction**, a sole proprietorship firm, having its registered office at 72/58, Taramoni Ghat Road, "SwapnoNeer (3)", Ground floor, Police Station - Haridevpur, Post Office - Paschim Putiary, Kolkata 700 041.

- 1.3 **THE SAID PROPERTY** shall mean ALL THAT piece and parcel of the landed property measuring an area about **4 Cottahs 08 Chittacks 35Sq.ft.** be the same a little more or less together with residential structure standing thereon lying and situated within **Mouza - Sirity, J.L. No. 11**, comprised in R.S. Dag Nos. **579/820, 580** under R.S. Khatian No. 300 & 1318 respectively out of total 5 Cottahs 08 Chittacks out of R.S. Dag No. 580 contained 3 Cottahs 10 Chitacks , and R.S. Dag No. 579/820 contained 00 Cottahs 14Chittack 35 sq.ft. and for Road allotted 15 Chittacks 10 Sq.ft. within the local limits of The Kolkata Municipal Corporation being known and numbered as its present premises No. **69, Mahatma Gandhi Road**, Ward No. **115**, Assessee No. 41- 115- 06-0237-7 Post Office - Paschim Putiary , present Police Station - Haridevpur, Kolkata - 700 041

1.4 **BUILDING** shall mean the **proposed multi-storied** building to be constructed on the said property according to the drawings, plans and specifications to be sanctioned by the K.M.C. and constructed in conformity with the details of specification given hereunder.

1.5 **OWNER'S ALLOCATION** shall mean and include Entire 2nd floor consisting of 1(One) 3BHK flat and 1(One) 2BHK Flats and Entire 4th floor consisting of 1 (One) 2BHK flat measuring about 500sqft built up Area and rest of the area will be consisting of 2(Two) 2BHK flat, 6 (Six) Shop rooms measuring about 530 Sq.ft. Carpet area in total for the existing tenant who are presently tenants at the Ground Floor and to be shifted in the newly constructed building after completion of the building together with proportionate share in land underneath and together with common areas and amenities in the said premises

1.6 **DEVELOPER'S ALLOCATION** shall mean and include Entire 1st floor and 3rd floor and rest of the area in ground floor after deducting 530 Sq.ft. Carpet area for

more or less 6 (Six) Shop rooms for Tenants in the Ground Floor as mentioned in the owners allocation in the newly constructed building together with proportionate share in land underneath and together with the common areas and amenities in the said premises.

1.7 **ARCHITECT** shall mean such person or firm who shall be appointed by the Developer with the consent and approval of the Owner for designing and planning of the building on the said property.

1.8 **BUILDING PLAN** shall mean and include drawings, plans and specifications for the construction of the said building duly sanctioned by the K.M.C. and shall include renewal or amendment thereto and/or modification thereof made or caused by the Developer after approval and duly signed by the Owner / their authorized representatives/ attorneys or other Government Authority. The Developer shall bear the costs and expenses for the purposes.

- 1.9 **COMMON AREAS, FACILITIES AND AMENITIES** shall mean the common space like stairs, passage, landings, water pump with tank, sewerage, septic tank, outside wall of the building, boundary wall, roof, lift etc.
- 1.10 **TRANSFERABLE SPACE** shall mean the space in the new building available for common facilities and the space required thereof after providing the Owner's Allocation in the manner hereinafter provided.
- 1.11 **TRANSFER** shall mean transfer as defined in Transfer of Property ACT, 1982.
- 1.12 **TRANSFeree** shall mean the Purchaser being a person, firm, limited company, association of persons to whom any space in the building to be transferred.
- 1.13 **UNIT** shall mean the residential flat/ apartment/Shop/ Semi Commercial Space in the new building.
- 1.14 **CAR PARKING SPACE** shall mean the area allotted /demarcated space for parking cars within the premises.

1.15 **NAME OF THE BUILDING** will be "**SIDDHI APARTMENT**".

ARTICLE- II: OWNERS' RIGHT& OBLIGATIONS

- 2.1 The Owner would have to vacate possession of the said property to the Developer within 30 (Thirty) days from the date of sanction of the building plan by the K.M.C.
- 2.2 The Owner hereby give license and permissions to the Developer to enter upon the land with full right and authority with men and materials to commence, carry on and complete the development and construction thereon the multi-storied building in accordance with the particulars given hereunder subject to Developer arranging for alternate accommodation for the Owner.
- 2.3 In consideration of the Owner having given license and permission to the Developer to enter upon the said property and develop the said premises and construct the multi-storied building, the Developer agrees to allocate and give possession to the Owner's allocation in the proposed building as mentioned in Clause 1.5 above and also mentioned in Schedule 'B' below and Owner will execute Deeds of Conveyance in favour of such purchaser or purchasers of the Shops, units or flats or

apartments in the said multi-storied building out of the developers Allocation as the Developer may desire and as may be permissible under the law for the time being in force. Such Deeds of Conveyance shall be prepared by the Developer. The cost of drafting and stamp duty on the conveyance, cost of registration and all other expenses shall be borne by the Developer and/or purchasers of the flats as may be agreed upon by and between them.

2.4 The Owner agree to execute the necessary Power of Attorney authorizing the Developer to do all such acts and things that are necessary for the development of the said land, demolition of the existing structures and construction of the multi-storied building on said premises.

2.5 The Owner agrees and shall sign and execute from time to time all deeds, papers, documents, plans, applications for the development of the said building and other applications necessary to be submitted to the authorities concerned at the request of and at the cost of the Developer. After Power Of Attorney all the Signature Should be done by the developer in favour of the owners.

- 2.6 The Owners agrees to sign and execute all necessary papers and agreements with the present Tenants and handover all such documents along with their N.O.C regarding the development of the said property to the developer within 30 days from registration of this present.
- 2.7 The Owner shall be kept fully indemnified by the Developer against and all losses, damages, costs, charges, expenses, claims or proceedings relating to the development of the said land thereof, arising out of any act or omission of the developer or for violation of any claims, rules and regulations or due to accident or mishap, fire, death or injury to any worker or person who is engaged in the construction site or arising from any other way whatsoever And all the responsibilities shall lie with the developer.
- 2.8 The said development work and construction of the multi-storied building and handing over the possession of the Owner's allocation in the proposed building should be completed within 24 (Twenty Four) months from the date of sanctioning the building plan by the K.M.C. or handing over the vacant possession by the owners, whichever is later with a grace period

of 6 (six) months. If the construction should not be completed within stipulated period and developer demand for any grace period for any cause, the developer should pay Rs.100/- for each flats and also shops for each day to the owners.

2.9 Any non-compliance of any of the terms and conditions or any breach of this presents or non-compliance of any of the statutory obligation in relations to the said development and construction of the said premises, this agreement will stand terminated on the part of the Owners after giving thirty days' notice to the Developer.

2.10 The owner shall not object to any construction or laying of sewage, drainage, water pipes, cables or other provisions made in accordance with the law and in accordance with sanctioned plan and scheme of construction of the said multi-storied building.

2.11 The developer shall hand over the possession of the 6(Six) Shop rooms in the ground floor as early as possible within maximum time of 6 (Six) months from the date of possession of these 6

(Six) tenanted shop rooms after notice. The Developer shall provide to the owner's Rs 8000/- (Rupees Eight Thousand) only per month for each of the tenants alternative accommodation from the date of hand over of 6 shop room till the date of possession of the shop room delivered. The owners shall provide the authenticate receipt signed by the tenants against receipt of such amount for alternative accommodation each month. However at the owners request the developers can pay such charge/rent directly to the tenants of the shop rooms.

2.12 The developer shall hand over the possession of the owner's allocation first and thereafter any other purchaser/purchasers of the flat in the said building.

2.13 The developer will construct a puja ghar (Mandir) in the premises.

2.14 The Owners shall not in any manner encumber, sell, mortgage, transfer, lease or let out or otherwise deal with the property during the period of this agreement.

ARTICLE- III: DEVELOPER'S RIGHT AND OBLIGATIONS

3.1 The Developer undertakes to procure for the Owner's alternative accommodation from the date Owners are required to vacate the said premises till construction is completed and the owners are given possession of their agreed allocation by the Developer. The owner shall arrange for such alternative accommodation for the Owners within the vicinity of the said property. Be it pertinent to mention herein that the Developer shall pay or bear such rent/charges for their alternative accommodation @ 5,000/- to the each owners i.e. total Rs 15000/- (Rupees Fifteen Thousand) only per month for the owners till possession of owners allocation is hand over.

3.2 The Developer hereby agrees and undertakes to obtain necessary sanctions and permission for constructing a multi-storied building on the said premises after demolishing the existing structures after complying all statutory provisions in relation to such development and construction work .All the expenses for the purpose shall be incurred by the Developer.

3.3 The Developer shall after demolishing the existing structures, construct a multi-storied building in accordance with the plan to be sanctioned by the K.M.C and according to the specification

and particulars given hereunder and the debris of the same will be the property of the developer and the same shall be dealt by the developer at its discretion.

3.5 The Developer would acquire no right, title and interest in the said premises that is proposed to be constructed by the Developer apart from the rights, privileges and licenses that might be granted by the Owner under the Power-of-Attorney to be executed by the Owner in favour of the Developer to enable him to carry out the purposes and objects of these presents and to enter into agreements for Sale only for developers Allocation.

3.6 After giving possession to the Owner's of the agreed Owner's Allocation in the said multi-storied building completed in all respect, the Developer shall be at liberty to allot any of the flats or apartments or car parking spaces, shop in the said multi-storied building to be constructed except the Owner's allocation and give possession to any such units or flats or car parking spaces .

3.7 On and from the date of execution of these presents the Developer shall pay and discharge all taxes, outgoings, rates, and all other levies by the K.M.C or public Body or any other authority in relation to the said premises till the date of handing over the

owners allocation. The Developer shall also pay all the electricity charges from the date of taking vacant possession of the said property.

3.8 The said development work and construction of the multi storied building should be carried out under the direct supervision and in the presence of the developer and the developer's presence at the site of construction is a condition of this agreement. However for the purpose of the said development and construction, the Developer may take the assistance of architects, building contractors and others but the work should be carried out under the direct physical supervision of the Developer or his duly authorized person or persons.

3.9 After demolishing the existing structures, the doors, windows and other materials or articles in relation to the demolished structures will be the property of the Developer and the Owner shall not claim or demand any sort of right or ownership therein.

3.10 The Developer can use the existing meter connection and water connection if any in the said premises for the said project.

3.11 The Developer shall on completion of the construction of the said multi -storied building in all respect give notice to the Owner's in

writing to take possession of the Owner's allocation failing which it will be assumed that the physical possession is taken by the Owners.

3.12 All the original Documents relating to the said property including the title deeds shall be handed over by the owner to the developer at the time of execution of these present on accountable receipt.

3.13 All disputes and differences by and between the Parties hereto in any way touching this Agreement or relating hereto or arising out here from shall be referred by the Parties to the arbitration of such person or persons as be mutually decided by the Parties. The seat of arbitration shall be at Kolkata. The Arbitrator/Arbitrators so appointed shall be entitled to give interim awards/directions and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with all modifications thereof made from time to time. The awards/directions of the Arbitrator/Arbitrators shall be final and binding.

rules and regulations to be framed by the Association who will be in charge of such management of the affairs of the building and/or common parts thereof and the parties hereto hereby give their consent to abide by such rules and regulations and till such association is framed all the management of the building will be carried on by the developer on payment made by all the owners and transferees proportionately.

5.4 As from the date of completion of the construction of the building and handing over the possession of the Owners' Allocation to the Owners' by the Developer completed in all respect, the Owner shall be liable to pay and bear proportionate charge of maintenance charges and K.M.C. Taxes and other taxes payable in respect of the Owners' Allocation and the Developer shall also be liable to bear all such proportionate taxes, charges and expenses in respect of Developer's Allocation in the said building.

ARTICLE - VI : LEGAL PROCEEDINGS

6.1 Any dispute arising between the parties hereto relating to the terms and conditions of these presents shall be adjudicated by the Civil Court(s) of Original jurisdiction which shall entertain and determine all actions, suits and proceedings arising out of these presents between the parties.

SCHEDULE "B"**(OWNER'S ALLOCATION)**

OWNER'S ALLOCATION shall mean and include Entire 2nd floor consisting of 1(One) 3BHK flat and 1(One) 2BHK Flat . And Entire 4th floor consisting of 1 (One) 2BHK Flat , measuring about 500sqft built up Area and rest of the area will be constructed by 2(Two) 2BHK flats, 6 (Six) Shop rooms measuring about 530 Sq.ft. Carpet area in total for the existing tenant who are presently tenants at the Ground Floor and to be shifted in the newly constructed building after completion of the building together with proportionate share in land underneath and together with common areas and amenities in the said premises.

SCHEDULE "C"**(DEVELOPER'S ALLOCATION)**

DEVELOPER'S ALLOCATION shall mean and include Entire 1st floor and 3rd floor and rest of the area in ground floor after deducting 530 Sq. ft. Carpet area for more or less 5 (Six) Shop rooms for Tenants in the Ground Floor as mentioned in the owners allocation in the newly constructed building together with proportionate share in land underneath and together with in common areas and amenities in the said premises.

SCHEDULE "D"**(JOB SPECIFICATIONS)**

Foundation : The building is designed on R.C.C. fittings and frame, iron with be provided with good Branded Iron rod. All External wall shall be 200mm. thick brick with Cement Plaster. All internal partition wall will be 125mm to 75 mm thick with both side cement plaster. All inside walls and ceilings will be coated with plaster of Paris.

Doors : Main Door will be fitted with good quality "TATA STEEL DOOR" / WOODEN DOOR, other Doors will be fitted with Door Frame and shall be Wooden of 100/62 mm. with Flush Doors. All toilets doors with P.V.C. All fittings such as M.S. hinges, Haj Block Lock with handle, Aluminium Tower Bolt, Door Stopper, Vision Aperture shall be provided to Main Door.

Windows : All will be Sliding Aluminium/ Steel windows.

Flooring : All the flooring shall be Marble finished.

Toilet : There will be a loft over the toilet.

Kitchen : Kitchen shall have 2'-4" High titles from Kitchen top with a cooking platform (4'-0") along with a steel sink.

Internal Finish to walls :

All Internal Walls and Ceiling of Living Rooms and Verandah shall be finished in plaster of Paris and colour.

External Painting :

All External Walls will be painted by Weather coat.

All the internal Horizontal Soils and Waste water proof :

Net cement.

Water supply :

The main connection of water from K.M.C. Supply.

Plumbing :

Pipe shall be 500 mm. and 100 mm diaphyline pipe fittings with gaskets and 2 mm etc. all the vertical soil, vent, and waste pipes shall be 50 mm and 100 mm dia/ polythene pipes joint in cement mortar and exposed to wall.

All the rain water pipes shall be 100 mm in good quality of polythene. All the water supply pipes shall be oriplast and G.I. exposed to the walls. All the sanitary and each toilet shall be fitted with European type commode fitted with cistern, 1 no. white basin would be provided at Dining cum Living room. Rests. Shower with Hot and cold water provision (2 in 1 wall mixture). All bath rooms fittings such as stop cock, bib-cock, pillar cock etc. will be in C.B. Brass.

Electrification :

All the internal wiring shall be concealed in polythene conduit. All wires shall be "Modular Electric Fittings" and the switches will be Branded (Wires should be of "Finolex or / Havells" brand.) which ever is available in the market.

There will A.C point in one Bed Room.

All switch boards of M.S. Flush with walls with acrylic cover and all switch of "Modular" brand.

Each living room shall provide with 2 nos. light point + 1 no. fan point + 15 amp. Plug point + 1 no. 5 amp. Plug point.

In one Room shall be provide with 2 nos. light points + 1 nos. fan point + 1 no. call bell point + 1 no. TV point.

Each Kitchen and toilet will be provided with 1 no. light point and 1 no. plug point, 1 no. Exhaust fan point in kitchen and toilet. A geyser point in the Bath room.

Any addition or alteration in the flat shall be subject to approvals of the architect.

All new individual electrical meter connections will be brought by all the flat owners at their own cost.

EXTRA WORK

Any extra work will be charge extra as per the market price. (including changes and alteration)

SCHEDULE "E"

(Common areas, places and amenities)

I) **Areas :**

- a) Entrance and exists to the Premises of the New Building,
- b) Boundary walls and main gate of the Premises.
- c) Staircase, stair head room and lobbies on all the floors of the Building
- d) Vertical shaft.
- e) Entrance lobby, electric/ utility room, water pump room,
- f) Common installations on the roof.
- g) Roof above the top floor of the Building.

II) **Water, Plumbing and Drainage:**

- a) Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/ or exclusively for its use)
- b) Water supply system.
- c) Water pump, Underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any unit/ or exclusively for its use).

III) **Electrical Installation:**

- a) Electrical wiring and other fittings (excluding only those as are installed within the exclusively any Unit / and or exclusively for its use)
- b) Lighting of the Common Portions.
- c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.

- IV) **Others:** Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the Premises and the New Building as are necessary for passage to and /or user of the units in common by the Co-Owner.

- V) **Lift.**

IN WITNESS WHEREOF the parties hereunto put their respective hands on the day, month and year first above written.

SEALED & DELIVERED

In the Presence of:

সবিতা মুখার্জী
Sabita Mukherjee
Babita Das

WITNESSES:

1. Anup Mondal
Alipore Police Court
KOL- 27

SIGNATURE OF THE OWNERS

2. Ratan Lal Khan
24D, Sadepur Mt Lane
KOL- 82

SIDDHI VINAYAK CONSTRUCTION

Rakhi Roy
Proprietor

SIGNATURE OF THE DEVELOPER

readers and Explained by me in vernacular language to all the parties to this deed.

Manoni Shao
Advocate
25/9/2019

Drafted by
Manoni Shao
Advocate
High Court Calcutta
WP/1940/2010



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

NAME કલ્પનાચ અક્ષિવાદી

SIGNATURE કલ્પનાચ અક્ષિવાદી



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

NAME Sabita Mukherjee

SIGNATURE Sabita Mukherjee



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

NAME Babita Das

SIGNATURE Babita Das



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

NAME Rakhi Roy

SIGNATURE Rakhi Roy

Major Information of the Deed

Transaction No / Year	I-1602-07730/2019	Date of Registration	25/09/2019
Registration Date	1602-0001518864/2019	Office where deed is registered	
Applicant Name, Address & Other Details	19/09/2019 4:28:52 PM	D.S.R. -II SOUTH 24-PARGANAS, District: South 24-Parganas	
Transaction	MAMONI SHAW HIGH COURT, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700027. Mobile No. : 9874445428, Status :Advocate		
(0110) Sale, Development Agreement or Construction Agreement	Additional Transaction (4305) Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value Rs. 91,56,250/-		
Rs. 2/-	Registration Fee Paid Rs. 53/- (Article:E, E, M(b). H)		
Stampduty Paid(SD)	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		
Remarks	Rs. 10,020/- (Article:48(g))		

Land Details :

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mahatma Gandhi Rd, Road Zone : (Karunamoyee Ghat Road -- B.L.Saha Road (Premises Located NOT on M.G.Road)) . . Premises No: 69, . Ward No: 115 Pin Code : 700041


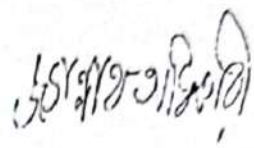
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	4 Katha 8 Chatak 35 Sq Ft	1/-	90,06,250/-	Width of Approach Road: 26 Ft.,
Grand Total :				7.5052Dec	1/-	90,06,250 /-	

Structure Details :



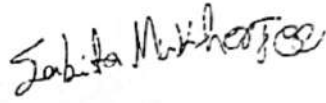
Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	1/-	1,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles					
Shed, Extent of Completion: Complete					
Total :		500 sq ft	1 /-	1,50,000 /-	

Details :



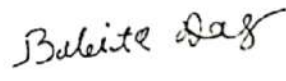
Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
Mr. JAGANNATH ADHIKARI, (Alias: Mr JAGANNATH ADHIKARY) Son of Late Gopal Chandra Das Adhikari Executed by: Self, Date of Execution: 25/09/2019 , Admitted by: Self, Date of Admission: 25/09/2019 ,Place : Office			 25/09/2019

1, Mahatma Gandhi Road,, P.O:- Paschim Putiary, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700041 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AXEPA1062D, Aadhaar No: 63xxxxxxxx4214, Status :Individual, Executed by: Self, Date of Execution: 25/09/2019
 , Admitted by: Self, Date of Admission: 25/09/2019 ,Place : Office

Name	Photo	Finger Print	Signature
2 Mrs SABITA MUKHERJEE Wife of Mr Swapan Mukherjee Executed by: Self, Date of Execution: 25/09/2019 , Admitted by: Self, Date of Admission: 25/09/2019 ,Place : Office			 25/09/2019

11/1 /A, Panchanantala Road, P.O:- Paschim Putiary, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700041 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BYHPM5495B, Aadhaar No: 96xxxxxxxx3986, Status :Individual, Executed by: Self, Date of Execution: 25/09/2019
 , Admitted by: Self, Date of Admission: 25/09/2019 ,Place : Office




Name	Photo	Finger Print	Signature
3 Mrs BABITA DAS Wife of Mr Gobinda Das Executed by: Self, Date of Execution: 25/09/2019 , Admitted by: Self, Date of Admission: 25/09/2019 ,Place : Office			 25/09/2019

32, Nath Para, Brahmapur, P.O:- Garia, P.S:- Banskroni, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: DFYPD9663E, Aadhaar No: 47xxxxxxxx9666, Status :Individual, Executed by: Self, Date of Execution: 25/09/2019
 , Admitted by: Self, Date of Admission: 25/09/2019 ,Place : Office



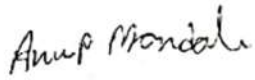
Proprietor Details :

Name, Address, Photo, Finger print and Signature
Siddhivinayak Construction
 72/58, Taramoni Ghat Road, Swapno Neer (3), Ground F, P.O:- Paschim Putiary, P.S:- Bansdrani, District:-South
 24-Parganas, West Bengal, India, PIN - 700041 , PAN No.:: AKJPR3212L, Aadhaar No Not Provided by UIDAI.
 Status : Organization, Executed by: Representative

Representative Details :

Sl No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs RAKHI ROY (Presentant) Wife of Mr Saurajit Roy Date of Execution - 25/09/2019, , Admitted by: Self, Date of Admission: 25/09/2019, Place of Admission of Execution: Office	 <small>Sep 25 2019 12:27PM</small>	 <small>LTI 25/09/2019</small>	 25/09/2019
72/58, Taramoni Ghat Road " Swapno Neer (3)", Ground Floor,, P.O:- Paschim Putiary, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700041, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKJPR3212L, Aadhaar No: 47xxxxxxxx7103 Status : Representative, Representative of : Siddhivinayak Construction (as SOLE PROPRIETOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr ANUP MONDAL Son of Mr ARABINDA MONDAL ALIPORE POLICE COURT, P.O:- ALIPORE, P.S:- Alipore, District:-South 24- Parganas, West Bengal, India, PIN - 700027	 <small>25/09/2019</small>	 <small>25/09/2019</small>	 25/09/2019
Identifier Of Mr JAGANNATH ADHIKARI, Mrs SABITA MUKHERJEE, Mrs BABITA DAS, Mrs RAKHI ROY			

Transfer of property for L1		
Sl.No	From	To, with area (Name-Area)
0	Mr JAGANNATH ADHIKARI	Siddhivinayak Construction-2.50174 Dec
	Mrs SABITA MUKHERJEE	Siddhivinayak Construction-2.50174 Dec
3	Mrs BABITA DAS	Siddhivinayak Construction-2.50174 Dec
Transfer of property for S1		
Sl.No	From	To, with area (Name-Area)
1	Mr JAGANNATH ADHIKARI	Siddhivinayak Construction-166.66666700 Sq Ft
2	Mrs SABITA MUKHERJEE	Siddhivinayak Construction-166.66666700 Sq Ft
3	Mrs BABITA DAS	Siddhivinayak Construction-166.66666700 Sq Ft

Endorsement For Deed Number : I - 160207730 / 2019

On 19-09-2019

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 91,56,250/-

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Samar Kumar Pramanick
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -II SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 25-09-2019

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 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 11:34 hrs on 25-09-2019, at the Office of the D.S.R. -II SOUTH 24-PARGANAS by Mrs RAKHI ROY .

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

Execution is admitted on 25/09/2019 by 1. Mr JAGANNATH ADHIKARI, Alias Mr JAGANNATH ADHIKARY, Son of Late Gopal Chandra Das Adhikari, 1, Mahatma Gandhi Road,, P.O: Paschim Putiary, Thana: Thakurpukur, . South 24-Parganas, WEST BENGAL, India, PIN - 700041, by caste Hindu, by Profession Business, 2. Mrs SABITA MUKHERJEE, Wife of Mr Swapan Mukherjee, 11/1 /A, Paschanantala Road, P.O: Paschim Putiary, Thana: Thakurpukur, . South 24-Parganas, WEST BENGAL, India, PIN - 700041, by caste Hindu, by Profession House wife, 3. Mrs BABITA DAS, Wife of Mr Gobinda Das, 32, Nath Para, Brahmapur, P.O: Garia, Thana: Bansdroni, . South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession House wife
Indetified by Mr ANUP MONDAL, ., Son of Mr ARABINDA MONDAL, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Proprietorship, 12/38, Iaramoni Ghat Road, Swapno Neer (3), Ground F, P.O:- Paschim Putiary, P.S:- Bansdroni,
District:-South 24-Parganas, West Bengal, India, PIN - 700041
Identified by Mr ANUP MONDAL, , Son of Mr ARABINDA MONDAL, ALIPORE POLICE COURT, P.O: ALIPORE,
Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-)
and Registration Fees paid by Cash Rs 0/-, by online = Rs 53/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 24/09/2019 4:22PM with Govt. Ref. No: 192019200077885661 on 24-09-2019, Amount Rs: 53/-, Bank:
State Bank of India (SBIN0000001), Ref. No. IK0AGAUMF7 on 24-09-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 10/-, by
online = Rs 10,010/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 4506, Amount: Rs.10/-, Date of Purchase: 09/09/2019, Vendor name: S DAS
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 24/09/2019 4:22PM with Govt. Ref. No: 192019200077885661 on 24-09-2019, Amount Rs: 10,010/-, Bank:
State Bank of India (SBIN0000001), Ref. No. IK0AGAUMF7 on 24-09-2019, Head of Account 0030-02-103-003-02

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Samar Kumar Pramanick
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2019, Page from 275584 to 275632
being No 160207730 for the year 2019.



Sa

Digitally signed by SAMAR KUMAR
PRAMANICK
Date: 2019.09.26 15:27:51 +05:30
Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 26/09/2019 15:27:30
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)