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I-4113/2021

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL AG 296929

29/4/21

Q 276148/21

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

District Sub-Registrar-II
Alipore, South 24 Parganas

23 APR 2021

DEVELOPMENT AGREEMENT

THIS AGREEMENT *is made on this 23rd day of April*, ***TWO THOUSAND AND TWENTY ONE (2021), B E T W E E N***

19 APR 2021

4495

Date.....

Saumen Ghosh.
V-1/3, Kamdahari
Kol-84

Rupees.....

Samiran
Stamp Vendor
Alipore Police Court
South 24 Pgs., Kol-

District Sub-Registrar-II, Alipore
South 24 Parganas

District Sub-Registrar-II
Alipore, South 24 Parganas

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Bhaskar Mozumder
Advocate
S/o. Nikhil Mojumder
Alipore Police Court
P.O. & P.S. Alipore
Kol-27

SRI SOUMEN GHOSH, Son of Late Nilmony Ghosh, having PAN AODPG8877N, Aadhar No.9107 3292 5735, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at V-1/3, Kamdahari, P.O.- Garia, Police Station- Bansdroni, Kolkata-700084, hereinafter known and referred to as the **LAND OWNERS/FIRST PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed shall mean and include his heirs, executors, administrators, legal representatives nominees, and/or assigns) of the **FIRST PART**.

AND

M/S. MA MONOSA CONSTRUCTION, a Proprietorship Firm, having its office at V-23/17, Vivenkananda Park, P.O.- Garia, P.S.- Bansdroni, Kolkata-700084, represented by its sole Proprietor namely **SRI SIMANTA SAHA**, son of Sri Badal Prasad Saha, having PAN No.CFJPS 0774 P, by Faith- Hindu, by Occupation - Business, by Nationality - Indian, residing at T/98, Kamdahari Subhash Pally, P.O.Garia, P.S-Bansdroni, Kolkata-700084, referred to as the **DEVELOPER/SECOND PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, successors-in-office, executors, administrators, legal representatives, and nominees and assigns) of the **OTHER PART**.

WHEREAS One Panchanan Ghosh was seized and possessed of or otherwise well and sufficiently entitled inter alia to a piece and parcel of land measuring more or less 06(Six) Cottahs 00(Zero) Chittak 06(Six) Sq.ft. lying and situated at Mouza-Kamdahari, J.L.No.49, Touzi No.14, Pargana-Magura, R.S.No.200, comprised in Dag No.483, Khatian No.173, Khanda Khatin No.772, P.S.Regent Park now Bansdroni, A.D.S.R. at Alipore, District- South 24 Parganas, along with others landed property, by way of inheritence, free from

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encumbrances.

AND WHEREAS the said Panchanan Ghosh while seized and possessed the aforesaid landed property execute registered a "Bengali Paribarik Babostha Patra" or "Family Settlement", on 15/10/1969, which was duly registered in the office of Sub Registry office at Alipore and recorded in Book No.I, Volume No.100, Pages 1 to 15, Being No.5046, for the year 1969.

AND WHEREAS according to the said "Bengali Paribarik Babostha Patra" or "Family Settlement" Nilmoni Ghosh, son of Panchanan Ghosh got **ALL THAT** piece and parcel of land measuring more or less 06(Six) Cottahs 00(Zero) Chittak 06(Six) Sq.ft. lying and situated at Mouza-Kamdahari, J.L.No.49, Touzi No.14, Pargana-Magura, R.S.No.200, comprised in Dag No.483, Khatian No.173, Khanda Khatin No.772, P.S.Regent Park now Bansdroni, A.D.S.R. at Alipore, District- South 24 Parganas, along with others landed property, free from encunbrances, which was mentioned in the "CHA" schedule in the said "Bengali Paribarik Babostha Patra" or "Family Settlement".

AND WHEREAS the said Nilmoni Ghosh became the absolute owner of **ALL THAT** piece and parcel of land measuring more or less 06(Six) Cottahs 00(Zero) Chittak 06(Six) Sq.ft. lying and situated at Mouza-Kamdahari, J.L.No.49, Touzi No.14, Pargana-Magura, R.S.No.200, comprised in Dag No.483, Khatian No.173, Khanda Khatin No.772, P.S.Regent Park now Bansdroni, A.D.S.R. at Alipore, District- South 24 Parganas, free from encumbrances.

AND WHEREAS the said Nilmoni Ghosh, while seized and possessed the said property gift, transfer, assign **ALL THAT** piece and parcel of land measuring more or less 06(Six) Cottahs 00(Zero) Chittak 06(Six) Sq.ft. lying and situated at Mouza-Kamdahari,

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J.L.No.49, Touzi No.14, Pargana-Magura, R.S.No.200, comprised in Dag No.483, Khatian No.173, Khanda Khatin No.772, P.S.Regent Park now Bansdroni, A.D.S.R. at Alipore, District- South 24 Parganas, unto infavour of his son namely Sri Soumen Ghosh, through his constituted attorney, (the said Power of Attorney was duly registered in the office of D.S.R. at Alipore and recorded in Book No.I, Volume No.26, Page from 79 to 81, Being No.570 for the year 1976) by way of registere Deed of Gift, which was registered in the office of District Sub-Registrar at Alipore and recorded in Book No.I, Pages from 415 to 422, Being No.16499 for the year 1986.

AND WHEREAS after got the said gift the said Sri Soumen Ghosh, became the absolute owner of **ALL THAT** piece and parcel of land measuring more or less 06(Six) Cottahs 00(Zero) Chittak 06(Six) Sq.ft. lying and situated at Mouza-Kamdahari, J.L.No.49, Touzi No.14, Pargana-Magura, R.S.No.200, comprised in Dag No.483, Khatian No.173, Khanda Khatin No.772, P.S.Regent Park now Bansdroni, A.D.S.R. at Alipore, District- South 24 Parganas and accordingly the said Sri Soumen Ghosh mutated his name in the records of the Kolkata Municipal Corporation and the property knwon as KMC Premises No.176, Gostatala, vide Asseessee No.311110901761, paying taxes regularly.

AND WHEREAS the said Sri Soumen Ghosh, became the absolute owner of **ALL THAT** piece and parcel of land measuring more or less **06(Six) Cottahs 00(Zero) Chittak 06(Six) Sq.ft.** lying and situated at **Mouza-Kamdahari, J.L.No.49, Touzi No.14, Pargana-Magura, R.S.No.200, comprised in Dag No.483, Khatin No.772, being KMC Premises No.176, Gostatala, P.S.Regent Park now Bansdroni, Kolkata-700084, Ward No.111, within the limits of Kolkata Municipal Corporation**, A.D.S.R. at Alipore, District-

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South 24 Parganas, free from encumbrances.

AND WHEREAS with a view to develop the land, as described in the Schedule below and to erect G+IV storied building over the same in terms of the sanctioned building plan to be sanctioned by the Kolkata Municiapl Corporation, the land owner herein have invited the developer to undertake the charge of such constructional and/or development works of the schedule property at its costs, expenses and efforts.

AND WHEREAS the Developer herein, who has earned sufficient goodwill in the business of land promotion and development, being agreed with the said proposal of the land owner and agreed to develop the Schedule property and to erect building thereon in terms of the sanctioned building plan at its own costs, expenses and efforts and in pursuance to the above, the Parties herein have entered into this Agreement in between them on the following terms and conditions :-

NOW THIS MEMORANDUM OF AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :-

ARTICLE : I

DEFINITION : For proper clarification and understanding of this presents the following terms which have already been used for several times and will come number of times shall always mean and include.

SAID PROPERTY : Shall always mean **ALL THAT** piece and parcel of land, as morefully and particularly described in the Schedule "A" hereunder written.

PROPOSED BUILDING MEANS : The proposed G+IV storied building to be constructed upon the said property as per Sanctioned

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(Asstt. Sub-Registrar)

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Building Plan to be sanctioned by Kolkata Municiapl Corporation.

FLAT/APARTMENT MEANS : The unit of a self contained accommodation of the said building for residential purpose having one or more rooms along with kitchen, inclusive user of bath and privy with all modern amenities and facilities to use and enjoy the same exclusively and without any interruption from others, alongwith free access and right to ingress and egress to and from the main entrance and public Road.

PLAN OR MAP SHALL MEAN : The building plan to be sanctioned by the Kolkata Municipal Corporation in respect of the proposed building/buildings and shall include all such modification or alteration as may be made by the developer from time to time as and when required and the Developer shall modified or revised plan and that at all risk and liabilities of the Developer.

OWNER MEANS : SRI SOUMEN GHOSH, Son of Late Nilmony Ghosh, having PAN AODPG8877N, Aadhar No.9107 3292 5735, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at V-1/3, Kamdahari, P.O.- Garia, Police Station- Bansdroni, Kolkata-700084.

DEVELOPER MEANS :M/S. MA MONOSA CONSTRUCTION, a Proprietorship Firm, having its office at V-23/17, Vivenkananda Park, P.O.- Garia, P.S.-Bansdroni, Kolkata-700084, represented by its sole Proprietor namely **SRI SIMANTA SAHA**, son of Sri Badal Prasad Saha, having PAN No.CFJPS 0774 P, by Faith- Hindu, by Occupation - Business, by Nationality - Indian, residing at T/98, Kamdahari Subhash Pally, P.O.Garia, P.S-Bansdroni, Kolkata-700084.

ARCHITECT : shall mean any qualified person or persons of firm or firms of LBS appointed or nominated by the Developer as

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said p

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Howrah, South 24 Parganas

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the architect of the building/buildings to be constructed upon the said property.

SPECIFICATION AND AMENITIES : materials and specification as is recommended by the Architect for the construction of the building amenities means - All fittings as described in the annexure and will be provided by the developer in those flats including the Flat/Unit and/or constructed areas of the Land Owner hereinafter called Reserved portion.

COMMON/ SERVICE AREA SHALL MEAN

i) Staircase on all floors.

ii) Staircase landings on all floors.

iii) Common passage and lobbies on the ground floor.

iv) Water pump, water tanks, reservoir, water pipes, septic tank, all rainwater pipes and all other common plumbing installations and sanitary installations.

v) Common electrical wiring, fittings and fixtures .

vi) Drainage and sewerage.

vii) Boundary walls and main gates.

viii) Such other common parts, areas, equipments, fittings, installations, fixtures and spaces in or about the said building as necessary for passage to or user and occupancy of the said units in common and as may be specified and/or terrace and coverd and uncovered space and areas.

ix) Roof of the top floor in the proposed building.

x) Lift.

OWNERS' ALLOCATION : Owners Allocation shall mean 50% F.A.R. of the proposed G+IV storied building out of which Two Flats on the First Floor and Entire Second Floor Flat and One Flat on the Fourth Floor and 50% Car Parking area on the Ground Floor and 50% Shop area on the Ground Floor of the proposed G+IV Storied

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building, as per sanction plan, to be sanctioned by the Kolkata Municipal Corporation as morefully particularly described in the Schedule "B".

The Developer shall also pay a sum of Rs.10,00,000/- (Rupees Ten Lakhs) Only towards non refundable amount unto and in favour of the Owner herein in the following manners :-

i) at the time of this Agreement Rs.1,00,000/-

ii) at the time of Plan Sanction Rs.4,00,000/-

iii) at the time of handover the Owner allocation Rs.5,00,000/-

TAX LIABILITY : The Owners shall not be liable to pay any tax or take liability in respect of selling flats under developer allocation.

INSPECTION OF THE CONSTRUCTION : the Owners shall have the right and liberty to inspect the construction work of the project building. If any inferior quality of the building materials is detected by the Owners, the same shall be replaced by the standard good quality by the developer, failing which the Owners shall take legal steps against the developer.

DELIVERY OF THE XEROX COPY : the developer shall deliver Xerox copy of the Registered Sale Deed in respect of the developer's allocated flats to the Owner at time of registration of the said deeds.

RESERVED PORTION SHALL MEAN : Owners' allocation.

DEVELOPER'S ALLOCATION : shall mean remaining Flats on each and every Floors, Car Parking Space and Spaces, Shops, on the Ground Floor, of the Proposed G+IV storied building, as per sanction plan, to be sanctioned by the Kolkata Municipal Corporation, out side the Owner's Alloaction as morefully and particularly described in the Schedule "C" hereunder written.

INTENDING BUYERS SHALL MEAN : all or any person/

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persons, firms, organisations who are interested to purchase any flat/flats, Open Car Parking Space and any other spaces of the said building particularly from the developer's allocation.

UNAVOIDABLE CIRCUMTANCES SHALL MEAN : Unnatural calamities earthquake, civil disorder, by which the construction work of the proposed building can be disturbed, stopped or suspended for a considerable time.

AREA OF FLAT MEANS : the built-up area of a flat and also as per measurement of approved plan.

ARTICLE : II

DEVELOPER'S OBLIGATION :

That it is agreed by and between the parties herein that the developer shall be entitled to construct a building upon the said property by its own fund and resources or by any other funds procured by taking advance from the intending buyers, who is willing to purchase any flat in the said building or by mortgaging his/their flat together with undivided proportionate share of land in question for development provided the developer fulfill the following obligations towards the land Owners.

a. That the developer will construct the proposed building upon the said property strictly as per the building plan to be sanctioned by the Kolkata Municiapl Corporation and sanctioned revised plan from time to time.

b. That the developer shall have to maintain the proper sizes/ specification as per building plan and also as per advice of the Architect.

c. That the developer shall have to appoint a professional civil Engineer or LBS or firm as Architect to supervise the construction of the building/buildings.

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d. That the entire cost and expenses for the construction of the building will be borne by the Developer and the developer shall have no claim or demand in any part of the said expenses from the land Owners.

e. That the developer shall have the right to sell the developer allocation i.e Flats on each and every Floors, Open Car Parking Space and Spaces, on the Ground Floor, of the Proposed G+IV Storied building, as per sanction Building Plan to be sanctioned by the Kolkata Municiapl Corporation out side the Owner's Allocation in the favour of the intending buyer or buyers having the right to fix-up consideration value for the same in favour of such buyers or buyers and to enter into agreement for sale with such favour and in such deed the Developer shall join as a confirming Party.

g. That the Developer shall complete the said building within the period of **24 months** with an extension of 6 months from the date obtaining the sanction building plan from the Kolkata Municiapl Corporation, and to hand over lawful physical possession of the flats under owner's allocation in favour of the land owner within the said stipulated period **24 months** with an extension of 6 months from the date obtaining the sanction building plan from the Kolkata Municiapl Corporation, and etc. without any more delay in any manner whatsoever. It is to be noted herein that the time as mentioned in this paragraph shall be the essence of this contract.

h. That the developer shall have no right or shall not be entitled to sell, transfer, and/or encumber the flats under the owner's allocation.

i. That the developer may fails to deliver the possession of the

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owner's allocation within the stipulated period of **24 months** with an extension of 06(Six0 months from the date obtaining the sanction building plan from the Kolkata Municiapl Corporation,, subject to the unavoidable circumstances.

j. That the developer shall act as an independent contractor in construction the building and undertake to keep the land Owners indemnified from time to time, all 3rd parties claims and actions arising out of any act of commission or accident such as loss of life of labours, mistries and allied natures of things of relating to the construction of the building and any expenses relating to the same borne by the Developer.

k. That developer shall be responsible to fulfil all the abovementioned obligations towards the land owner, failing which the land owner shall have every option to claim and/ or cancel, rescind the present agreement.

l. That the Developer shall install Main Meter in the name of the Owner/Developer at the proposed building. The meter installation charges and security deposit if any for the same will be borne by the Developer.

m. That the owner shall not be liable with regard to the nature of construction of the proposed building and also for any financial transaction with the Third Parties.

n. That the Owner with the execution of the said Development Agreement the Land Owner agree to execute a Registered General Power of Attorney or Development Power of Attorney immediately or within 7 days from the date of execution of this Agreement, appointing the Developer as his lawful Constituted Attorney empowering and entrusting him upon all the rights, liberties and authorities in respect of the Schedule

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property (together with the right of selling of the flats of the proposed construction except Owner's allocation) so that the Developer shall carry on the proposed Development and/or constructional work of the Schedule property peacefully and smoothly.

o. That Owner shall provide all original documents in respect of schedule "A" mentioned landed property in favour of Developer as and when require the same and to that effect when the same is require from side of the Developer, the Owner shall bound to show all original documents in any place in respect of the Schedule "A" mentioned property.

p. That if in future revision the said plan in respect of the proposed building in terms of any reason which shall create by the Developer in that event Developer shall bear all costs of the said revision plan in respect of the proposed building. It is strictly agreed between the Land Owner and Developer that the Owner's Allocation shall not be curtailed or minimized in that event in any way.

q. That when the developer shall sell the Developer's Allocation, the developer shall inform to the land owner through Notice/ Over the telephone/ SMS/ Whatup message and land owner shall acknowledge the same and developer also provide a xerox copy of Deed of Conveyance to the land owner.

r. That the developer shall inform to the land owner inrespect of progress of the building construction time to time.

ARTICLE : III

RIGHT AND PRIVILEGES OF THE DEVELOPER :

a. That save and except those portion which shall be kept reserved for the land Owners, the developer shall be entitled to sell and/

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or transfer rest of the flats of the said building to any intending buyer/buyers in such a price and in such terms and conditions as determined by the developer.

b. That the developer shall be entitled to receive the entire consideration money in respect of the developer allcation from the intending buyers against issuing proper receipt thereof.

c. That the Land Owners shall have no right and/or liberty to interfere in those transaction made between the developer and the intending buyer/buyers in any manner whatsoever and further the landowners shall not be entited to claim the profit of the said venture or part thereof, on the contrary the Developer shall have no right, interest, ownership, possession whatsoever over the flats under the Owner's Allocation.

d. That the developer shall have every right to disclaim and/or relinquish any claim from the intending buyer and/or shall be entitled to settle any matter with any intending buyer in respect of payment on consideration or in any issue, in any term as the developer may think fit and proper.

e. That the developer shall be entitled to execute all or any sort of Agreement with any intending flat or space buyer/buyers and shall be entitled to execute all or any type of Deed of Tranfer in favour of the intending buyer in respect of the flat/s, Open Car Parking Space of the building under the developer's allocation only, and further shall be entitled to be present before the Registration office or offices for the registration of all those Deeds of documents of transfer in favour of all intending buyers on behalf of itself and also on behalf of land owner and for that purpose the land owner will execute a General Power of Attorney/ Development Power of

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Attorney in favour of the developer to do all such acts deeds and things required for the proposed construction and registration of the Deed of Transfer against Flat/Unit/Open Car Parking Space Constructed area together with impartible proportionate share of the entire land under Schedule "A" property in favour of the flat buyers and land owner will ratify in favour of the flat buyers and the land owner will rectify and confirm all those acts and deeds and also those execution and registration of deeds and documents in favour of the intending buyers.

f. That the developer shall demolish existing shop room which is situated in front of the schedule "A" property occupied by the land owner, after making and giving possession alternative shop room on the ground floor of the proposed building.

g. That during the period of construction of the proposed building the developer shall be in absolute possession of the said property and the land owner shall not be entitled to disturb the possession of the developer in any manner whatsoever. Provided if the Developer construct the building as per sanctioned building plan and also specification of works.

h. That when the developer shall sell the Developer's Allocation, the developer shall inform to the land owner through Notice/ Over the telephone/ SMS/ Whatup message and land owner shall acknowledge the same and developer also provide a xerox copy of Deed of Conveyance to the land owner.

ARTICLE : IV

LAND OWNER OBLIGATION AND PRIVILEGES :

a. That the land Owners do hereby declare that they have absolute right, title and interest upon the said landed property and do

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hereby further declare that the said property morefully described in the Schedule below is free from all encumbrances, disputes, litigations and in the mean time they have nor received any notice and notices to the effect that they said land is affected by any scheme of the Government of West Bengal or of the or Kolkata Municiapl Corporation and/or any other statytory boby at the time of signing of this Agreement so, being satisfied about the marketable title of the said property and the same is free from all encumbrances of the property, the developer herein has entered into this Agreement.

b. That the land Owners shall not be entitled in any way to interfere with the management of the construction of the proposed building and in the matter of transfer of the flats or spaces of the building to the intending buyer. But shall have absolute right & authorities to inspect the main structural part of the building as well as the construction of Owner's portion for time to time and also get it checked by any Engineer or Specialised person and any defect or deviation would be removed by the second party/developer.

c. That the land owner shall not be required to share or pay any portion of costs for construction of the proposed building including the cost of construction of the land owner's allocation which will be solely borne by the developer.

d. That in the event, if a Association be formed, the Landowner shall become the member of the said society and/or Associations the case may be and shall be liable to pay and bear proportionate maintenance charges, as well as services charges and Municipal taxes is respect of their allocation and for maintenance of the common areas, facilities etc.

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e. The land Owners shall have the right to sell, transfer, the flats under his allocation to any third party to his own discretion and with the possession of land owner's allocation rendered the developer shall execute a proper possession letter. The developer shall have no interference to that effect in any manner whatsoever.

f. That after demolish the existing structure all debts and building meterials as well as sulvage shall borne by the Developer herein and to that effect owner shall have no claim, demand whatsoever in future any manner whatsoever.

g. That at the time of execution this of Agreement the Land Owners shall handover the all original papers inrespect of the Schedule "A" property and after sale the Developer's allocation the Developer shall return to the land owner all original papers inrespect of the Schedule "A" property which received from the Land owner.

h. That in future if found that the Land Owners shall get the Owner's Allocation which is mentioned in the Schedule "B", if the Owner shall get extra area out of the Owner's Allocation in that case Owners shall pay for the extra area as per the market value to the Developer and if the Owner shall get short area(less than owner's allocation) out of the Owner's Allocation in that case Developer shall pay for the short area as per the market value to the Land Owners.

ARTICLE : V

CANCELLATION AND ARBITRATION :

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a. All communication in the forn of letter, notice, correspondence form/to either of the parties will be made to the address given herein in this Agreement and will be communicated by postal services or personal peon services and letter, notice, served upon either of the parties by other.

b. The Court within District South 24 Parganas shall have the jurisdiction to entertain and try in accordance with the law, suits and proceedings arising out of this agreement.

-::: **THE SCHEDULE "A" ABOVE REFERRED TO ::-**

(Description of the Land)

ALL THAT piece and parcel of land measuring more or less **06(Six) Cottahs 00(Zero) Chittak 06(Six) Sq.ft.** together with tile shed structure, measuring more or less 300 Sq.ft., lying and situated at **Mouza-Kamdahari, J.L.No.49, Touzi No.14, Pargana-Magura, R.S.No.200, comprised in Dag No.483, Khatin No.772, being KMC Premises No.176, Gostatala, P.S.Regent Park now Bansdroni, Kolkata-700084, Ward No.111, within the limits of Kolkata Municipal Corporation**, A.D.S.R. at Alipore, District- South 24 Parganas, and the same is butted and bounded in the manner follows :-

ON THE NORTH : By Land under Dag No.483.
ON THE SOUTH : By 25'feet wide Brahmapur Road.
ON THE EAST : By Land under Dag No.484.
ON THE WEST : 12'ft. wide Common Passage.

-: THE SCHEDULE "B"ABOVE REFERRED TO :-

(Owner's Allocation)

Owners Allocation shall mean 50% F.A.R. of the proposed G+IV storied building out of which Two Flats on the First Floor and Entire Second Floor Flat and One Flat on the Fourth Floor and 50%

Car Parking
Groun

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Car Parking area on the Ground Floor and 50% Shop area on the Ground Floor of the proposed G+IV Storied building, as per sanction plan, to be sanctioned by the Kolkata Municipal Corporation as morefully particularly described in the Schedule "B".

The Developer shall also pay a sum of Rs.10,00,000/- (Rupees Ten Lakhs) Only towards non refundable amount unto and in favour of the Owner herein in the following manners :-

i) at the time of this Agreement Rs.1,00,000/-

ii) at the time of Plan Sanction Rs.4,00,000/-

iii) at the time of handover the Owner allocation Rs.5,00,000/-

–: THE SCHEDULE "C"ABOVE REFERRED TO :–

(Developer Allocation)

Developer Allocation shall mean remaining Flats on each and every Floors, Open Car Parking Space and Spaces, Shops on the Ground Floor, of the Proposed G+IV Storied building, as per sanction Building Plan to be sanctioned by the Kolkata Municiapl Corporation out side the Owner's Allocation.

–: THE SCHEDULE "D"ABOVE REFERRED TO :–

(Common areas and facilities reserved for the flats/units holder with the premises)

1. *The freehold land comprised in the premises and the building with all plumbing system, electric system, sewerage system, common paths and lobbies, all ground floor open space, general lighting of the common portions shall be provice.*

2. *Drain, sewers, main water connection from the Kolkata Municiapl Corporation to the underground main delivery pipe lines from the underground reservoir to overhead water tank, all distribution pipe lines to kitchens and toilets of different units and/or to the common portion.*

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3. That the Kolkata Municiapl Corporation water supply to be reserved in underground tank and thereafter shall be lifted to the overhead tank by the self pump arrangement system of the premises.

4. Staircase and landings from ground floor to the ultimate roof level and lobbies common to staircase at different floors and the roof.

5. Water pump and motor, electrical wiring and main switch gears, main electrical distribution boards, electrical wiring and other installations and fittings, main electric meter and access to pump room, elctric meter space darwan room etc.

6. Boundary walls, main gates, driveways to the premises and buildings.

7. All other common areas and services of the building including all constructions and installations thereon and proportionate share of land attributable in the said area of flat which includes area of staircase depth of walls and other service areas.

8. Right of egress and ingress to top floor roof, all beams, rafters columns, supports etc.

-: THE SCHEDULE "E"ABOVE REFERRED TO :-

(Brief Specification of Work of Owner's Allocation)

1. **GENERAL :**

This is a proposal for erection of a One G+IV storied R.C.C. framed building for residential use.

2. **FOUNDATION :**

The building is to be built on suitable R.C.C Foundation as per design of our structural Engineer.

3. **BRICK WORK :**

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Alipore, South 24 Parganas

23 APR 2021

All external brick work of the building will be of average 8' thick will sand cement mortar and all internal walls will be of 3".

4. **PLASTERING :**

All walls shall be plastered with 1:6 cement sand mortar, Ceiling with 1:4 cement and sand mortar.

5. **FLOORING :**

Bed Rooms, Drawing room, Dining Room and Balconies with marble/victrified tiles (2'-6"x2') (3'-6"x2') flooring and skirting upto 6" height.

6. **TOILET :**

White or Pink marble flooring and glazed tile on walls upto door height.(6ft.) with loft.

7. **KITCHEN:**

White or Pink marble flooring and glazed tiles above kitchen, counter top upto lintel height. Cooking platform one black stone, one 21" stainless steel sink.

8. **DOOR :**

i) Panelled door sal frame.

ii) Tower bolt from in side, door handle on both sides. One aldrop bolt from outside, door stopper, buffer.

Others Doors :- i) All shutters will be made of commercial ply flush door with sal frame.

ii) One aluminium tower bolt from inside with door knobs/ handle, door stopper, buffer as per requirement.

9. **WINDOW:**

All windows will be of aluminium channel sliding with full

District sub-Registrar-II

Alipore, South 24 Parganas

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glass, windows will comprise of M.S.Grill.

10. WATER SUPPLY:

One overhead reservoir will be proveded on the Top of the roof as per design. One underground reservoir of brick work provided with adequate capacity as per plan to deliver water to overhead tank.

Suitable electrical pump with motor will be installed at the Ground Floor to deliver water to overhead reservior.

11. SANITARY AND PLUMDING FITTING :

a) Kitchen Two Steel Bibcock.

b) Dining - One white basin with one steel Bibcock.

c) Toilet one white W.C, two bibcoks, one shower, one Greasier point, W.C. one white commode with two bibcock.

12. STAIRCASE:

Staircase railing with mild steel grille, walls finished by plaster of paris.

13. ROOF:

a) Over the R.C.C. roof flooring and net cement finish.

b) 3'ft. height parapet walls, 5" thickness of Brick work.

c) One 5 amp. socket putlet.

14. ELECTRICAL WIRING:

a) Concealed wiring in the entire Apartment.

b) 2 light, 1fan and 1plug point (5Amp) at Bed rooms.

c) 2 light, 2 fan, 1 plug 5 Amp. and 1 no. 15 Amp. plug point dining as well as drawing room.

d) 1 Light and 1 fan point in the Toilet and 1 no. 15 Amp. plug point

District Sub-Registrar-II, Alipore

District Sub-Registrar-II

Alipore, South 24 Parganas

23 APR 2021

e) 1 Light, 1 Exhaust fan and 1no. 15 Amp. plug point in the Kitchen.

f) 1 Light Point in the Balcony.

g) 1 Calling bell point at the entrance door of each flat.

15. EXTERNAL WALLS :

External walls of building shall be painted.

16. COMPOUND :

Compound will be paved wherever required by I.P.S. finish with crazy marble.

Boundary walls 125 mm thickness & 4'feet in height to be created along the boundary line except the openings provided with gates.

17. COMMON FACILITIES :

The building will have overhead tank, pump, semi-underground water reservoir of required capacity. Common staircase and roof outside the construction area with light point sewerage septic tank etc.

Note : Decorative finish/fittings/fixtures may be proveded at extra cost and advance payment.

District sub-Registrar-II

Alipore, South 24 Parganas

23 APR 2021

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

SIGNED AND DELIVERED AT KOLKATA

in the presence of:

WITNESSES:

1. Sumita Ghosh
   V1/3 Vivekananda Sarani Goria Kol-84
2. B. Mozumder
   Alipore Police Court Kol-27

Soumen Ghosh

SIGNATURE OF THE LAND OWNER/ FIRST PARTY

MA MONOSA CONSTRUCTION
Simanta Saha.
Proprietor

SIGNATURE OF THE DEVELOPER

Drafted & type by me :

BHASKAR MOZUMDER
F/683/08 **Advocate**
Alipore Police Court
Kolkata - 700027.

District Sub-Registrar-II, Alipore
South 24 Parganas

District Sub-Registrar
Alipore, South 24 Parganas
23 APR 2021

MEMO OF CONSIDERATION

RECEIVED *Sum of* **Rs.1,00,000/- (Rupees One Lakh)** *only by* **Land Owners**, *in terms of this agreement in presence of the following witnesses and in the following manners :-*

-:: MEMO ::-

Sl. No.	Cheque No.	Date	Drawn on	Amount(Rs.)
01.	100797	19/04/2021	Indian Bank	1,00,000/-

TOTAL Rs.1,00,000/-

(Rupees One Lakh) only.

WITNESSES:

1. Sumita Ghosh
   V1/3 Vivekananda
   Sarani Gosia
   Kol-84

2. B. Mezumder
   Alipore Police Court
   Kol-27

Soumen Ghosh

SIGNATURE OF THE LAND OWNER/
FIRST PARTY

District Sub-Registrar-II, Alipore
South 24 Parganas

District Sub-Registrar-II
South 24 Parganas

23 APR 2021

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

Name.....SOUMEN GHOSH.....

Signature.....Soumen Ghosh.....

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

Name.....SIMANTA SAHA.....

Signature.....Simanta Saha.....

PHOTO

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

Name.....

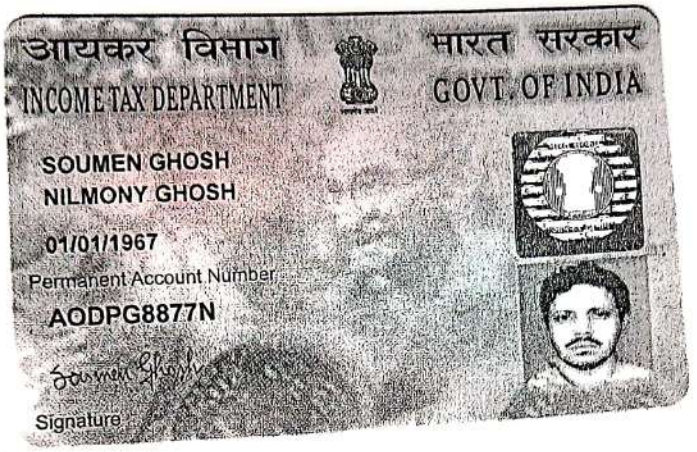
Signature.....

District Sub-Registrar-II, Alipore
South 24 Parganas

District sub-Registrar-II

Alipore, South 24 Parganas

23 APR 2021


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
SOUMEN GHOSH
NILMONY GHOSH
01/01/1967
Permanent Account Number
AODPG8877N
Signature

Soumen Ghosh

भारत सरकार

आधार

भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

Enrollment No. : 0653/03022/00351

To
Soumen Ghosh

12/08/2011

S/O Nilmoni Ghosh
Sisir Sadan
V 1/3, Vivekananda Sarani
Near Hevenn School
Garia
Kolkata
South Twenty Four Parganas,
West Bengal - 700084
9143003112

KA549686265FH

54968626

आपका आधार क्रमांक / Your Aadhaar No. :

9107 3292 5735

मेरा आधार, मेरी पहचान

भारत सरकार

Government of India

Soumen Ghosh

DOB: 01/01/1967

Male

9107 3292 5735

मेरा आधार, मेरी पहचान

Soumen Ghosh

भारत सरकार
GOVERNMENT OF INDIA

শ্রীমন্ত সাহা
Simanta Saha
পিতা : বাদল প্রসাদ সাহা
Father : BADAL PRASAD SAHA
জন্ম সাল / Year of Birth : 1974
পুরুষ / Male

9722 4348 8487

আধার - সাধারণ মানুষের অধিকার

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
ভি ২৫/৪, বিবেকানন্দ পার্ক, কোলকাতা, গড়িয়া, দক্ষিণ ২৪ পরগনা, পশ্চিমবঙ্গ, 700084

Address:
V 25/4, VIVEKANANDA PARK, Kolkata, Garia, South Twenty Four Parganas, West Bengal, 700084

1947
1800 180 1947
help@uidai.gov.in
www.uidai.gov.in
P.O. Box No.1947
Bengaluru-560 001

Simanta Saha

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SIMANTA SAHA

BADAL PRASAD SAHA

12/01/1974

Permanent Account Number
CFJPS0774P

Signature

13032009

Simanta Saha

Major Information of the Deed

eed No :	I-1602-04113/2021	Date of Registration	23/04/2021
Query No / Year	1602-2000796148/2021	Office where deed is registered	
Query Date	18/04/2021 11:56:08 AM	1602-2000796148/2021	
Applicant Name, Address & Other Details	Bhaskar Mozumder Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9903936068, Status :Advocate		

Transaction	Additional Transaction
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]
Set Forth value	Market Value
Rs. 2/-	Rs. 64,77,102/-
Stampduty Paid(SD)	Registration Fee Paid
Rs. 10,021/- (Article:48(g))	Rs. 1,053/- (Article:E, E, B)
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)

Land Details :

District: South 24-Parganas, P.S:- Bansdroni, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Gostatala, , Premises No: 176, , Ward No: 111 Pin Code : 700084

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		6 Katha 6 Sq Ft	1/-	63,87,102/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road,
	Grand Total :				9.9138Dec	1 /-	63,87,102 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	300 Sq Ft.	1/-	90,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 300 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
	Total :	300 sq ft	1 /-	90,000 /-	

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

GRN Details

GRN:	192021220006153151	Payment Mode:	Online Payment
GRN Date:	22/04/2021 15:14:33	Bank/Gateway:	State Bank of India
BRN :	CKQ3075613	BRN Date:	22/04/2021 15:04:33
Payment Status:	Successful	Payment Ref. No:	2000796148/2/2021 [Query No/*/Query Year]

Depositor Details

Depositor's Name:	BHASKAR MOZUMDER
Address:	ALIPORE POLICE COURT KOL-700027
Mobile:	9903936068
Depositor Status:	Advocate
Query No:	2000796148
Applicant's Name:	Mr Bhaskar Mozumder
Identification No:	2000796148/2/2021
Remarks:	Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000796148/2/2021	Property Registration- Stamp duty	0030-02-103-003-02	9921
2	2000796148/2/2021	Property Registration- Registration Fees	0030-03-104-001-16	1021
			Total	**10942**

IN WORDS: **TEN THOUSAND NINE HUNDRED FORTY TWO ONLY.**

Major Information of the Deed

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Rs. 2/-		Rs. 64,77,102/-	
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	Total :	300 sq ft	1 /-	90,000 /-	

...ord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	**Mr Soumen Ghosh** Son of Late Nilmony Ghosh Executed by: Self, Date of Execution: 23/04/2021 , Admitted by: Self, Date of Admission: 23/04/2021 ,Place : Office	 23/04/2021	 LTI 23/04/2021	Soumen Ghosh 23/04/2021
	V-1/3, Kamdahari, P.O:- Garia, P.S:- Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AOxxxxxx7N, Aadhaar No: 91xxxxxxxx5735, Status :Individual, Executed by: Self, Date of Execution: 23/04/2021 , Admitted by: Self, Date of Admission: 23/04/2021 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Ma Monosa Construction** V-23/17, Vivekananda Park, P.O:- Garia, P.S:- Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN - 700084 , PAN No.:: CFxxxxxx4P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	**Mr Simanta Saha (Presentant)** Son of Mr Badal Prasad Saha Date of Execution - 23/04/2021, , Admitted by: Self, Date of Admission: 23/04/2021, Place of Admission of Execution: Office	 Apr 23 2021 12:31PM	 LTI 23/04/2021	Simanta Saha 23/04/2021
	T/98, Kamdahari Subhash Pally, P.O:- Garia, P.S:- Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CFxxxxxx4P,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Ma Monosa Construction (as Proprietor)			

...er Details :

	Photo	Finger Print	Signature
...Bhaskar Mozumder ...on of Mr Nikhil Majumder ...Alipore Police Court, P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027			Bhaskar Mozumder
	23/04/2021	23/04/2021	23/04/2021

Identifier Of Mr Soumen Ghosh, Mr Simanta Saha

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Soumen Ghosh	-9.91375 Dec

Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr Soumen Ghosh	-300.00000000 Sq Ft

On 23-04-2021

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 11:15 hrs on 23-04-2021, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by Mr Simanta Saha ,.

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 64,77,102/-

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

Execution is admitted on 23/04/2021 by Mr Soumen Ghosh, Son of Late Nilmony Ghosh, V-1/3, Kamdahari, P.O: Garia, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business

Indetified by Mr Bhaskar Mozumder, , , Son of Mr Nikhil Majumder, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 23-04-2021 by Mr Simanta Saha, Proprietor, Ma Monosa Construction (Sole Proprietoship), V-23/17, Vivekananda Park, P.O:- Garia, P.S:- Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN - 700084

Indetified by Mr Bhaskar Mozumder, , , Son of Mr Nikhil Majumder, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,053/- (B = Rs 1,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 1,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/04/2021 3:15PM with Govt. Ref. No: 192021220006153151 on 22-04-2021, Amount Rs: 1,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKQ3075613 on 22-04-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 9,921/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 296929, Amount: Rs.100/-, Date of Purchase: 19/04/2021, Vendor name: Samiran Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/04/2021 3:15PM with Govt. Ref. No: 192021220006153151 on 22-04-2021, Amount Rs: 9,921/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKQ3075613 on 22-04-2021, Head of Account 0030-02-103-003-02

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

Sub-Registrar-II, Alipore
South 24 Parganas

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2021, Page from 180675 to 180710

being No 160204113 for the year 2021.

Seal of the District Sub-Registrar II, South 24 Parganas, South 24 Parganas

Digitally signed by SAMAR KUMAR PRAMANICK
Date: 2021.04.27 13:17:36 +05:30
Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2021/04/27 01:17:36 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS
West Bengal.

District Sub-Registrar-II, Alipore, South 24 Pgs

(This document is digitally signed.)

Certificate of Registration under section 60 and Rule 69.

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Volume number 1602-2021, Page from 180675 to 180710

being No 160204113 for the year 2021.

Seal of the District Sub-Registrar II, South 24 Parganas, South 24 Parganas

Digitally signed by SAMAR KUMAR PRAMANICK
Date: 2021.04.27 13:17:36 +05:30
Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2021/04/27 01:17:36 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS
West Bengal.

District Sub-Registrar-II, Alipore, South 24 Pgs

(This document is digitally signed.)