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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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

AB 559638

District Sub-Registrar-V
Alipore, South 24 Parganas

14 MAR 2019

THIS REGISTERED DEVELOPMENT AGREEMENT is made on this the ^{14th} day of *March*, Two Thousand and Nineteen (2019)

BETWEEN

[Signature]
Advocate

14/03/19
13:47pm
422476/19

(1)SMT. SAYANTANI GHOSH, (PAN-BOBPG3399Q), wife of Sri Debasish Mondal, and daughter of Sri Sudhir Kumar Ghosh, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 941, Kalikapur Road, P.O. Mukundapur, P.S. Garfa, Kolkata – 700 099 and (2) SMT. DOLAN CHAMPA PAL, (PAN-AWKPP0122G), daughter of Sukhamay Das, wife of Anil Chandra Pal, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 28B/1A, Rahim Ostagar Road, P.O. Lake Gardens, P.S. Lake, Kolkata – 700 045, hereinafter called the “OWNERS/FIRST PARTIES” (which expression unless repugnant to the context shall mean and include their heir/heirs, executor/executors, assign/assigns, administrator/administrators and representative/ representatives) of the **ONE PART**

AND

“ABASAN KOLKATA”, (PAN - AAMFA4040Q), a Partnership firm, having its registered office at 18/1(898) Kalikapur Road, Post Office : Mukundapur, P.S. Garfa, Kolkata – 700 099, represented by its partners namely (1) SRI PRADIP KUMAR DEY, (PAN – AEAPD7576A), son of Late Harendra Lal Dey, by faith Hindu, by Occupation : Business, by Nationality : Indian, residing at 3, North Purbachal Garden Road, Post Office - Haltu, Police Station - Garfa, Kolkata – 700 078 and (2) SRI SANJEET KUMAR ROY, (PAN – AFPPR0028F), son of Sri Rabindra Prasad Roy, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 7, Rupanjali Park, Kalikapur, Post Office – Mukundapur, Police Station – Garfa, Kolkata – 700 099, District – South 24-Parganas, herein after referred to and called as the “DEVELOPER/ SECOND PARTY” (which expression unless repugnant to the context shall mean and include its heir/ heirs, executor/ executors, administrator/ administrators, assign/ assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **OTHER PART**

WHEREAS by virtue of a registered Deed of Sale dated 14.03.2019, registered in the office of the District Sub-Registrar - V, Alipore, South 24 Parganas and recorded in Book No.I, Deed No. 00662 for the year 2019, the Parties of the First Part i.e., the OWNERS herein jointly purchased a piece and parcel of net land measuring an area of 5 (Five) Cottahs 2 (Two) Chittacks 20 (Twenty) Sq.ft. more or less togetherwith one tile shed measuring an area of 100 (One hundred) Sq.ft. more or less situated in Mouza –



Sayantani Ghosh

Nayabad, J.L. No.25, comprising in R.S. Dag No.195, under R.S. Khatian No.145 known as **K.M.C. Premises No.3618, Nayabad, Ward No.109, Assessee No.31-109-08-7641-0**, presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700 099, togetherwith all easement rights for a valuable consideration from the previous Owner namely Smt. Sunita Paul, wife of Mr. Ashoke Paul, residing at 98, Naba Nagar, Jadavpur, P.O. Jadavpur University, Police Station – Jadavpur, Kolkata – 700 032.

AND WHEREAS so the **OWNERS** herein are now the joint Owners of the entire plot of land measuring an area of **5 (Five) Cottahs 2 (Two) Chittacks 20 (Twenty) Sq.ft.** more or less togetherwith one tile shed measuring an area of 100 (One hundred) Sq.ft. more or less situated in Mouza – Nayabad, J.L. No.25, comprising in R.S. Dag No.195, under R.S. Khatian No.145 known as **K.M.C. Premises No.3618, Nayabad, Ward No.109, Assessee No.31-109-08-7641-0**, presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700 099, District : South 24-Parganas,

AND WHEREAS the **OWNERS** are very much desirous to construct a Ground Plus four Storied residential building with lift facility on their said land and to do and to make construction of the said new building on their said property but due to paucity of fund and also lack of experience they cannot do the same. Upon knowledge of such desire the **DEVELOPER** has approached the **OWNERS** for development of the said land which the **OWNERS** have agreed to do so as per the terms and conditions mentioned hereinafter.

AND WHEREAS the party of the **SECOND PART** herein has agreed to make the construction of the proposed Ground Plus Four storied building with lift facility in flat systems for residential and other purposes in exchange of getting its cost of construction and its remuneration for supervision of such construction in kind of flats etc., the **OWNERS** shall jointly get entire Second Floor Flat area of the proposed building as per K.M.C. sanction area and the **OWNERS** shall also get one double Bed Rooms Flat on Fourth Floor North-West side of the proposed building and another one Three Bed Rooms Flat on Fourth Floor South-West side of the proposed building and the **OWNERS** shall also get Four Nos. of Car Parking Spaces on the Ground Floor of the proposed building. The **OWNERS** shall



also enjoy undivided proportionate share of land and also common rights and facilities of the building as mentioned in the SCHEDULE 'A' and 'C' below. This is called as the **OWNER'S ALLOCATION** as described in the SCHEDULE 'B' below.

AND WHEREAS the **DEVELOPER** herein shall get the entire sale proceeds of the entire First Floor and entire Third Floor Flat area of the proposed building and also one single Bed Room Flat on Fourth Floor North-East side of the proposed building and the **DEVELOPER** shall also get remaining Car Parking Spaces (excluding four Nos. of Car Parking Space of Owners' Allocation) on Ground Floor and the **DEVELOPER'S ALLOCATION** has been categorically mentioned in the **SCHEDULE - 'D'** herein. The Party of the **SECOND PART** i.e. the **DEVELOPER** shall erect the entire proposed Ground Plus four Storied residential building with lift facility at its cost and its supervision and labour and the entire building shall be erected as per annexed Specification and also as per sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER** and to meet up such expenses the **DEVELOPER** shall collect the entire money from the sale of the **DEVELOPER'S ALLOCATION** which shall be sold to the interested parties/ intending Purchasers from whom the **DEVELOPER** shall collect the entire cost of construction as well as the cost of land in connection with the said flat etc.

NOW THE AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as per following terms and conditions:-

1. **DEFINITION** : Unless there is anything repugnant to the subject or context the term:
 - (a) **OWNERS** : shall mean the Parties of the **FIRST PART** herein and their legal heir/ heirs, executor/ executors, administrator/ administrators, and legal representative/ representatives hereinafter referred to as the Parties of **FIRST PART** herein.
 - (b) **DEVELOPER** : shall mean the Party of the **SECOND PART** herein for the time being and its successors-in-office, successor or successors in interest, legal heirs, representatives, administrators and assigns.

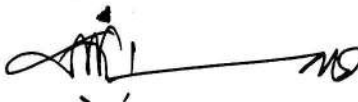


- (c) **TITLE DEED** : shall mean the documents referred to hereinabove in the recital.
- (d) **PROPERTY** : shall mean the land measuring an area of **5 (Five) Cottahs 2 (Two) Chittacks 20 (Twenty) Sq.ft.** more or less togetherwith one tile shed measuring an area of 100 (One hundred) Sq.ft. more or less situated in Mouza – Nayabad, J.L. No.25, comprising in R.S. Dag No.195, under R.S. Khatian No.145 known as **K.M.C. Premises No.3618, Nayabad, Ward No.109, Assessee No.31-109-08-7641-0**, presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700 099, District : South 24-Parganas, as mentioned and described in the **SCHEDULE 'A'** hereunder written.
- (e) **BUILDING** : shall mean the proposed Ground Plus four Storied residential building with lift facility to be constructed on the said Premises as per sanctioned residential building plan to be sanctioned by The Kolkata Municipal Corporation and/or any concerned authority.
- (f) **COMMON FACILITIES AND AMENITIES** : shall include corridors, landings, stair case, stair ways, passages ways, driveways, care taker room and common toilet if any on the Ground Floor, lift, lift room of the building, pump, meter space, of the proposed building, water and water lines, common electric lines and installations, plumbing lines, under ground water reservoir, over head water tank, septic tank, water pump and motor and other facilities as mentioned in the **SCHEDULE "C"** hereunder written which may be mutually agreed upon **BETWEEN** the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the proposed multistoried building and such common areas shall be enjoyed by the flat owners who shall purchase the same from the **DEVELOPER**.
- (g) **OWNER'S ALLOCATION** : the **OWNERS** shall jointly get entire Second Floor Flat area of the proposed building as per K.M.C. sanction area and the **OWNERS** shall also get one double Bed Rooms Flat on Fourth Floor North-West side of the proposed building and another one Three Bed Rooms Flat on Fourth Floor South-West side of the proposed building and the **OWNERS** shall also get

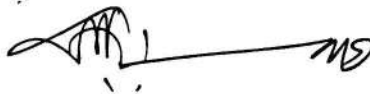


Four Nos. of Car Parking Spaces on the Ground Floor of the proposed building. The **OWNERS** shall also enjoy undivided proportionate share of land and also common rights and facilities of the building as mentioned in the SCHEDULE 'A' and 'C' below. This is called as the **OWNER'S ALLOCATION** as described in the SCHEDULE 'B' below.

- (h) **DEVELOPER'S ALLOCATION** : the **DEVELOPER** herein shall get the entire sale proceeds of the entire First Floor and entire Third Floor Flat area of the proposed building and also one single Bed Room Flat on Fourth Floor North-East side of the proposed building and the **DEVELOPER** shall also get remaining Car Parking Spaces (excluding four Nos. of Car Parking Space of Owners' Allocation) on Ground Floor. The **DEVELOPER** shall also enjoy the undivided proportionate share of land and common rights and facilities etc. of the building. This is called as the **DEVELOPER'S ALLOCATION** as described in the SCHEDULE 'D' hereunder written.
- (i) **THE ARCHITECT**: shall mean such persons who will be appointed by the **DEVELOPER** for both designing and planning the building on the said premises.
- (j) **BUILDING PLAN**: would mean such plan to be prepared by the Planner/Architect for the construction of the building to be sanctioned by The Kolkata Municipal Corporation and/or any concerned authority at the cost of the **DEVELOPER**.
- (k) **TRANSFER**: with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.



- (1) **TRANSFeree**: shall mean any person, firm, limited company association of persons or body or individuals to whom any space in the building has been or shall be transferred.
2. **THIS AGREEMENT** : shall take effect from the date of execution of this agreement.
3. **THE OWNERS DECLARE** as follows:
- (a) That they are the joint Owners and seized and possessed of and/or well and sufficiently entitled to the said land measuring an area of **5 (Five) Cottahs 2 (Two) Chittacks 20 (Twenty) Sq.ft.** more or less togetherwith one tile shed measuring an area of 100 (One hundred) Sq.ft. more or less situated in Mouza – Nayabad, J.L. No.25, comprising in R.S. Dag No.195, under R.S. Khatian No.145 known as **K.M.C. Premises No.3618, Nayabad, Ward. No.109, Assessee No.31-109-08-7641-0**, presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700 099, District : South 24-Parganas, as described in the **SCHEDULE 'A'** below.
- (b) That the said property is free from all encumbrances and the **OWNERS** have a good marketable title in respect of the said property as described in the **SCHEDULE 'A'** below.
- (c) That the said property is free from all sorts encumbrances, charges, liens lispens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.
4. **THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT** as followings:
- (a) That the **OWNERS** have hereby granted exclusive right to the **DEVELOPER** to undertake the new construction on the said Premises to be constructed by the **DEVELOPER** in accordance with the plan or plans to be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER**.



- (b) **OWNERS' ALLOCATION** : the **DEVELOPER** shall give the **OWNERS** as the **OWNERS' ALLOCATION** as described in the **SCHEDULE 'B'** hereunder written after completion of the project.
- (c) That all applications, plans and other papers and documents as may be required by the **DEVELOPER** for the purpose of obtaining necessary approval and sanction of the building plan and its alternation/ modification/verification of the sanctioned building plan from the appropriate authorities has been prepared signed and submitted by the **DEVELOPER** for and in the names of the **OWNERS** at the cost of **DEVELOPER** and if any alteration/ modification of making further plans for proposed construction are required considering such requirements the **OWNERS** may give such written permission to the **DEVELOPER** without any interruption.
- (d) For all that purpose of sanction of Building plan applications, petitions, affidavits, drawings, sketches and for getting such altered/modified plan or further plans to be approved by the appropriate authorities the **DEVELOER** shall appear, represent, sign before the concerned authorities on behalf of the **OWNERS** in their names and on their behalf in connection with any or all of the matters aforesaid and the **OWNERS**, in such circumstances, may give assistance/co-operation/ signatures whenever necessary to the **DEVELOPER** for the interest of the proposed project.
- (e) That the **DEVELOPER** Firm shall erect the Ground Plus four Storied building with lift facility in the said premises as per said sanctioned building plan and for the same the **OWNERS** shall put their signature as and when necessary and during construction or after construction the **DEVELOPER** shall sell only the Developer's Allocation excluding the Owners' Allocation together with proportionate undivided land share and other common rights to the intending purchasers and receive part or full consideration money from the sale of part or full of **DEVELOPER'S ALLOCATION** to be erected at the cost of the **DEVELOPER**.



- (f) The **DEVELOPER** shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a Ground Plus four Storied building with lift facility thereon in accordance with the building plan at the cost of the **DEVELOPER**.
- (g) The **DEVELOPER** shall construct the building and supervise and carry out all the acts through contractors and sub-contractors in such manner as may be think fit and proper by it for such construction of the said Ground Plus four Storied residential building with lift facility according to the building plan to be sanctioned by The Kolkata Municipal Corporation and/or any concerned authority referred to in this Agreement on the said Property and shall file applications etc. for obtaining water, electric, sewerage and other connections and other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said premises in terms of this Agreement.
- (h) That the **DEVELOPER** shall be exclusively entitled to its respective share of the **DEVELOPER'S ALLOCATION** with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.
- (i) The **DEVELOPER** shall apply in the name of the **OWNERS** and represent them before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon in terms of this agreement and the **OWNERS** shall not raise any objections for it; on the contrary the **OWNERS** shall give full co-operations for doing the proposed project.
- (j) That the **DEVELOPER** shall at its own costs construct and complete the proposed building in the said Premises in accordance with the sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation Office and also as per annexed specifications and the **DEVELOPER** shall take all the responsibility and risk regarding the construction of the proposed building and



further covenant to complete the said building within 24 (Twenty four) months from the date of sanction of the building Plan.

- (k) That the **DEVELOPER** shall install in the said building at its own costs the water-pump to be operated by the motor and its connection through water lines in each floors/flats, water storage tank on ground floor, overhead water reservoir with suitable pump, electric wiring and installations other electrical things and also other facilities as are required to be provided in the new building to be constructed for the sale of the flats etc. therein on Ownership basis and as mutually agreed upon.

5. **THE OWNERS HEREBY AGREES AND CONVENANT WITH THE DEVELOPER** as follows:-

- (i) Not to cause any interference or hindrance whatsoever in the construction of the said proposed building at the said Premises by the **DEVELOPER** but to inspect the project and the materials to be used for construction.
- (ii) Not to do any act or things whereby the **DEVELOPER** may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the **DEVELOPER'S ALLOCATION** in the building to be erected at the said Premises as mentioned herein.
- (iii) The **OWNERS** positively give vacant possession of the entire Premises as mentioned in the **SCHEDULE 'A'** hereunder to the **DEVELOPER** for making construction work of the proposed building as per sanctioned building plan at the cost of the **DEVELOPER**.
- (iv) The **DEVELOPER** shall sell the flats of the proposed building of the **DEVELOPER'S ALLOCATION** (strictly excluding the Owners' allocation) as described in the **SCHEDULE 'D'** hereunder written **TOGETHER WITH** proportionate undivided share of land of the said Premises and also right to use the common portions, roof of the building proportionately and proportionate services of common places. The **DEVELOPER** shall receive the advance and advances or



part or full i.e., entire consideration money from the intending purchasers of the relative flats and/or right to use all other portions of the building on Developer's allocation and the **DEVELOPER** shall decide and fix up the such consideration money upon its allocation and services the same for the intending Purchaser(s) and shall have right to execute and register all the Conveyance, Deeds or Agreement for sale in favour of the intending Purchasers only upon the **DEVELOPER'S ALLOCATION**.

- (v) The **OWNERS** hereby empowers and authorizes the **DEVELOPER** to do this project in connection with the said property as described in the Schedule A hereunder written such as to sell or any kind of transfer of the **DEVELOPER'S ALLOCATION** through registered deeds and to make agreement for sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well as sewerage plan and drainage plan and to take water or electric connection and also drainage and sewerage connection therein and also to execute any document, declaration or affidavit the interest of the project etc. to appoint different type of professional men, to appoint advocate, to receive part or full consideration money on the **DEVELOPER'S ALLOCATION**, to negotiate any matter for the said property etc. and for the same the **OWNERS** shall execute and register a separate Development Power of Attorney in favour of the **DEVELOPER**.

6. **THE DEVELOPER HEREBY AGREE AND COVENANT WITH THE OWNERS** as follows :-

- (i) To get maximum sanction area the **DEVELOPER** will take all the necessary steps and such sanction of modification or alteration is required shall be done at **DEVELOPER'S** cost.
- (ii) To complete the construction of the building within 24 (Twenty four) months from the date of sanction of the building Plan. It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot, any prevailing rule, cyclone or tempest if the such construction work is hampered the such delay shall not be counted.

- (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building as well as not deviate in construction from the K.M.C. Building Rules
- (iv) Not to do any act, deed or thing from the part of the **OWNERS** whereby the **DEVELOPER** is prevented from enjoying, selling, assigning and/or disposing of any of the **DEVELOPER'S ALLOCATION** in the said building.
- (v) All deeds and documents on **DEVELOPER'S ALLOCATION** shall be registered by the **DEVELOPER** on behalf of the **OWNERS** by virtue of registered Development Power of Attorney.
- (vi) The construction specification as annexed herewith shall be the part of the agreement marked as annexure X.

7. **MUTUAL COVENANT AND INDEMNITIES :-**

- (i) The **OWNERS** hereby undertake that the **DEVELOPER** shall be entitled to the proposed construction excluding the Owners' Allocation and shall enjoy their Allocation without interference or disturbances from the Owners' end, provided the **DEVELOPER** shall perform all the construction work as per the terms and conditions as within mentioned including various specifications as laid down as per annexure.
- (ii) The **OWNERS** shall execute and register a Development Power of Attorney in favour of the **DEVELOPER** to complete the project and also register conveyance Deeds in respect of Developer's Allocation in favour of the intending purchasers and the **DEVELOPER** shall also execute and register the Deed of Conveyance in favour of the intending Purchasers on the **DEVELOPER'S ALLOCATION** (strictly excluding the Owners' Allocation) and the **OWNERS** shall join in the same when they shall be called for if required.
- (iii) The **OWNERS** shall deliver the original title Deed, link deed and other original papers in respect of the property to the **DEVELOPER** at the time of execution of



this agreement as mentioned in the **SCHEDULE 'A'** below but the **DEVELOPER** shall have to hand over the such document to the Association of the building after completion of the project and also completion of the registration of the **DEVELOPER'S ALLOCATION**.

- (iv) That after execution of this registered Development Agreement and thereafter registered Development Power of Attorney, the **OWNERS** shall record their names in the record of The Kolkata Municipal Corporation and also in the B.L. & L.R.O. and also convert their land from Shali to Basu in connection with entire property and they shall clear up all the previous outstanding taxes of K.M.C. and the outstanding land taxes and also they shall bear entire Mutation cost of the K.M.C., B.L. & L.R.O. AND also conversion cost and the **OWNERS** shall also pay the development fees of the D.P.K. Housing Society and after taking possession of the **OWNERS' ALLOCATION** in the building to be erected, the **OWNERS** shall pay the K.M.C. tax and the maintenance of the Owners' Allocation. The **DEVELOPER** shall pay the taxes during construction of the proposed building.
- (v) The **OWNERS** shall take proper initiative to enjoy all easement rights upon the adjacent passage on which the entire project depend upon.
- (vi) The **DEVELOPER** shall take entire financial liability of the proposed project to be done on the Premises and the **OWNERS** shall give full co-operation to the **DEVELOPER**.
- (vii) The **DEVELOPER** shall take all the precaution at the time of construction of the building on the Premises exclusively at its cost and for the same the Owners shall not be financially liable.
- (viii) In case of any accident or death of any labour during construction the Owners shall not take any liability for such unwanted accident or death.



8. **ARBITRATION:**

- (i) Save and except what has been specially stated hereunder, all disputes differences between the parties arising out of the meaning, construction of this Agreement of their respective right and liabilities as per this Agreement shall be adjudicated by the Arbitrator to be appointed jointly by the Parties or of two independent Arbitrators, one to be appointed by each of the parties, who shall jointly appoint an umpire and the decision of the Arbitrators or the Umpire shall be final and conclusive on the subject as between the parties.
- (ii) In spite of the foregoing provisions, the parties shall have right to sue for Specific Performance of Contract by one part against the other as per the terms and conditions of this Agreement.

9. **JURISDICTION:**

All courts, within the limits of Alipore, District South 24-Parganas, and the High Court at Calcutta.

SCHEDULE OF THE ABOVE REFERRED TO
(DESCRIPTION OF THE ENTIRE PROPERTY)

SCHEDULE - 'A'

ALL THAT piece and parcel of net Bastu land measuring an area of **5 (Five) Cottahs 2 (Two) Chittacks 20 (Twenty) Sq.ft.** more or less corresponding to 344.663 Sq.mtr. more or less togetherwith one tile shed measuring an area of **100 (One hundred) Sq.ft.** more or less whereon a Ground Plus four Storied residential building with lift facility shall be erected as per sanction building Plan to be sanctioned by The Kolkata Municipal Corporation after demolition of the existing structure (if any) situated in Mouza – Nayabad, J.L. No.25, comprising in R.S. Dag No.195, under R.S. Khatian No.145 known as **K.M.C. Premises No.3618, Nayabad, Ward No.109, Assessee No.31-109-08-7641-0**, presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700 099, District : South 24-Parganas, and the entire property is butted and bounded by:

ON THE NORTH : Presently D.P.K. Kalibari formerly 30'-0" wide Road;

ON THE SOUTH : Plot No.30 and 31;

ON THE EAST : Land of others (R.S. Dag No.195);

ON THE WEST : 30'-0" wide Road extended from North to South.



SCHEDULE – 'B' ABOVE REFERRED TO
(OWNER'S ALLOCATION)
TO BE OBTAINED FROM THE DEVELOPER

The OWNERS shall jointly get entire Second Floor Flat area of the proposed building as per K.M.C. sanction area and the OWNERS shall also get one double Bed Rooms Flat on Fourth Floor North-West side of the proposed building and another one Three Bed Rooms Flat on Fourth Floor South-West side of the proposed building and the OWNERS shall also get Four Nos. of Car Parking Spaces on the Ground Floor of the proposed building. The OWNERS shall also enjoy undivided proportionate share of land and also common rights and facilities of the building as mentioned in the SCHEDULE 'A' above and 'C' below..

SCHEDULE – 'C' ABOVE REFERRED TO
(COMMON RIGHTS AND FACILITIES)

Stair-case, Landings, common passage, water lines and water, lift, lift room and lift well of the building, care taker room on the Ground floor and common toilet if any on the ground floor, electricity main line and its wiring, land and boundary wall, fixtures and fittings vacant spaces, roof, stair, main gate and entrance, and proportionate land, pump and motor, septic tank, water reservoir and water tank and plumbing lines, easement rights.

SCHEDULE – 'D' ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

The DEVELOPER herein shall get the entire sale proceeds of the entire First Floor and entire Third Floor Flat area of the proposed building and also one single Bed Room Flat on Fourth Floor North-East side of the proposed building and the DEVELOPER shall also get remaining Car Parking Spaces (excluding four Nos. of Car Parking Space of Owners' Allocation) on Ground Floor. The entire building shall be constructed by the DEVELOPER at its cost as per sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation and/or any concerned authority and also as per annexed specification. The DEVELOPER shall enjoy the undivided proportionate land share out of total land as mentioned in the SCHEDULE – "A" herein and also right to use the common facilities and rights as mentioned in the SCHEDULE – 'C'.



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

WITNESSES:

1. *Debasish Mondal*
114/20 Purbaachal Main Rd. -
KOL-700078.

Sayantani Ghosh
Dalan Champa Pal.

SIGNATURE OF THE OWNERS

For ABASAN KOLKATA

Pradyip Kumar Roy
Partner

For ABASAN KOLKATA

Sanjeet Kumar Roy
Partner

SIGNATURE OF THE DEVELOPER

PREPARED & DRAFTED BY :

Debes Kumar Misra (Signature)

(DEBES KUMAR MISRA)

ADVOCATE [Enrollment No.F/364/329/1989]

HIGH COURT, CALCUTTA

Resi-cum-Chamber :69/1, Baghajatin
Place, Kolkata-86

PH-9830236148(D.K.M.),

Email:debeskumarmisra@gmail.com

9051446430(Somesh),

Email:mishrasomesh08@gmail.com

9836115120(Tapesh),

Email:tapesh.mishra85@gmail.com


ANNEXTURE : X

**SCHEDULE OF WORK
(SPECIFICATION OF THE BUILDING CONSTRUCTION)**

All Civil Work as per I.S.I. standard.

1. Entire Floor vitrified tiles inside the flat, Marble in staircase.
2. Sal wood frame in door.
3. Factory made phenol bonded ply flush door shutter in door.
4. M.S. Grill (Square Bar) and Aluminum sliding windows.
5. Plaster of Paris in wall.
6. Weather coat paints (Asian paint/Berger/ICI) in outside wall.
7. Synthetic enamel paint in doors & windows grill (Asian paint/Berger/ICI).
8. Colour glazed tiles (10"x15") in W.C. and toilets upto 7 ft. height and 2'-6" ft. height in kitchen.
9. Polished Green Marble on kitchen platform.
10. Polished Green Marble/steel sink in kitchen.
11. Concealed electrical & water supply line.
12. Verandah railing up to window seal height.
13. White vitreous commode, pan, and basin of Hindware/Parryware.
14. Main door one side Door Screen finishes with necessary fittings.
15. Roof tiles on roof for leak and heat proof with a coat of SIKALATEX.
16. ESSCO/Parryware Mark plumbing fittings.
17. Two Nos. of Sheetgate in boundary wall for easy access.
18. Lift (Gee Elevator or equivalent) shall be installed in the Building.

ELECTRICAL SPECIFICATION OF FLAT

- | | |
|--|--|
|  <ol style="list-style-type: none"> 1. Bed Room 2. Drawing/Dining 3. Kitchen 4. Toilet 5. W.C. 6. Verandah 7. Flat wise separate Main Switch and 1 A.C. Point in Master Bed Room. | <ul style="list-style-type: none"> - 3 Light points, 1 Fan point, 1 Plug point. - 3 Light points, 1/2 Fan point, 1 Plug point, 1 Telephone point, 1 Cable point, 1 Plug point (15 amp.), 1 Calling Bell point. - 1 Light point, 2 Plug point (15 amp.), 1 Exhaust Fan point. - 1 Light point, 1 Greaser point, 1 Exhaust Fan point. - 1 Light point, 1 Exhaust Fan point. - 1 Light Point, 1 Plug Point. |
|--|--|

It is noted that if any extra work is done out of the said specification by the OWNERS, for such extra work, the OWNERS shall pay the necessary cost to the DEVELOPER.



Sayantani Ghosh

	Thumb	1st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name .. SAYANTANI GHOSH

Signature .. Sayantani Ghosh

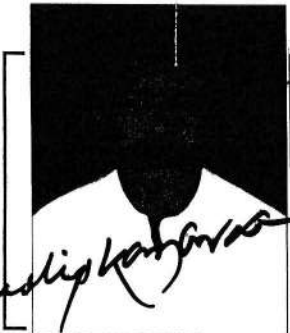


Dolan Champa Pal

	Thumb	1st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name .. DOLAN CHAMPA PAL

Signature .. Dolan Champa Pal

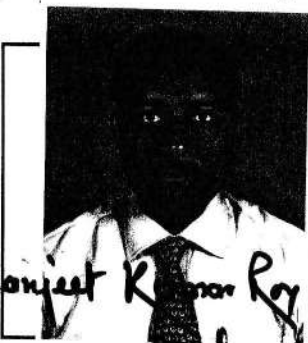


Pradipta Kumar Dey

	Thumb	1st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name .. PRADIPTA KUMAR DEY

Signature .. Pradipta Kumar Dey



Sanjeet Kumar Roy

	Thumb	1st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name .. SANJEET KUMAR ROY

Signature .. Sanjeet Kumar Roy

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

BRN: 19-201819-037550264-1

Payment Mode Online Payment

BRN Date: 13/03/2019 20:10:18

Bank : State Bank of India

BRN : CKI8329259

BRN Date: 13/03/2019 20:11:47

DEPOSITOR'S DETAILS

Id No. : 16300000422476/2/2019

[Query No./Query Year]

Name : ABASAN KOLKATA

Contact No. : 09830065692

Mobile No. : +91 9830065692

E-mail : gharbari866@gmail.com

Address : 181 898 Kalikapur Road Kol99

Applicant Name : Mr Somesh Mishra

Office Name :

Office Address :

Status of Depositor : Others

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	16300000422476/2/2019	Property Registration- Stamp duty	0030-02-103-003-02	19920
2	16300000422476/2/2019	Property Registration- Registration Fees	0030-03-104-001-16	53

Total

19973

In Words : Rupees Nineteen Thousand Nine Hundred Seventy Three only

आयकर विभाग
INCOME TAX DEPARTMENT
SAYANTANI.GHOSH



भारत सरकार
GOVT. OF INDIA

SUDHIR KUMAR GHOSH

09/09/1987

Permanent Account Number

BOBPG3399Q

Sayantani Ghosh

Signature



15072014

यस कार्ड को खोने / पावने मध्ये कुनैप्या माहिती करणे / लोथार
आयकर पत्र सेवा इकाई, पुणे-411 016
5 वीं मंजिल, मंत्री स्टडींग, प्लॉट नं. 341, सर्वे नं. 997/8
मॉडेल कॉलोनी, दीप बंगला चौक, पुणे
पुणे - 411-016

*If this card is lost / someone's lost card is found
please inform / return to*
Income Tax PAN Services Unit, NSDL
5th floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016

Tel: 91-20-2721-8080 Fax: 91-20-2721-8081
e-mail: tininfo@nsdl.co.in

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

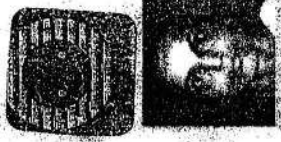
DOLAN CHAMPA PAL
SUKHAMAY DAS
12/10/1967

Permanent Account Number

AWKPP0122G

Dolan Champa Pal

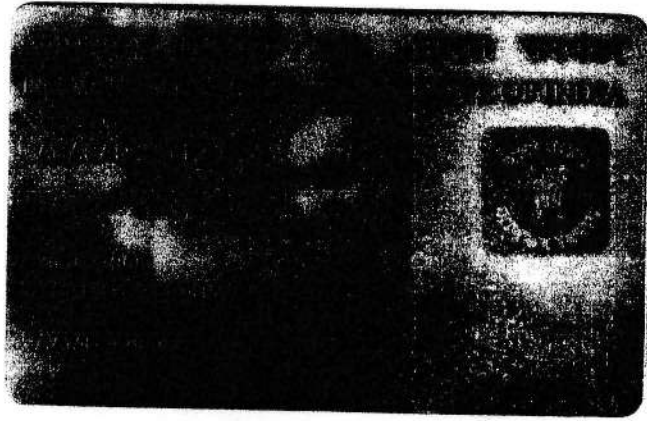
Signature



In case this card is lost/ found, kindly inform / return to
Income Tax PAN Services Unit, UYYSI
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

इस कार्ड के खोने/पाने पर कृपया सूचना दें/वापस करें।
आयकर पैन सेवा यूनिट, UYYSI
प्लॉट नं. 3, सेक्टर 11, सीबीडी बेलपुर,
नवी मुंबई - 400 614

Dolan Champa Pal



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SANJEET KUMAR ROY
RABINDRA PRASAD ROY

10/01/1977

Permanent Account Number
AFPPR0028F

Sanjeet Roy
Signature



आयकर विभाग
INCOME TAX DEPARTMENT




भारत सरकार
GOVT. OF INDIA

SANJEET KUMAR ROY
RABINDRA PRASAD ROY

10/01/1977

Permanent Account Number
AFPPR0028F

Sanjeet Roy
Signature



Major Information of the Deed

Deed No :	I-1630-00663/2019	Date of Registration	14/03/2019
Query No / Year	1630-0000422476/2019	Office where deed is registered	
Query Date	12/03/2019 10:54:09 AM	D.S.R. - V SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Somesh Mishra High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9051446430, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,07,95,645/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,020/- (Article:48(g))	Rs. 53/- (Article:E, E, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION; Road: Nayabad, Premises No: 3618, , Ward No: 109 Pin Code : 700099







Sch No	Plot Number	Khatian Number	Land Use		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1			Bastu		5 Katha 2 Chatak 20 Sq Ft	1/-	1,07,65,645/-	Width of Approach Road: 30 Ft.
Grand Total :					8.5021Dec	1 /-	107,65,645 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	1 /-	30,000 /-	

Major Information of the Deed :- I-1630-00663/2019-14/03/2019




and Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs Sayantani Ghosh (Presentant) Wife of Mr Debasish Mondal Executed by: Self, Date of Execution: 14/03/2019 , Admitted by: Self, Date of Admission: 14/03/2019 ,Place : Office	 14/03/2019	 LTI 14/03/2019	 14/03/2019
94, Kalikapur Road, P.O:- Mukundapur, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700099 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BOBPG3399Q, Status :Individual, Executed by: Self, Date of Execution: 14/03/2019 , Admitted by: Self, Date of Admission: 14/03/2019 ,Place : Office				
2	Name	Photo	Finger Print	Signature
	Dolan Champa Pal Wife of Anil Chandra Pal Executed by: Self, Date of Execution: 14/03/2019 , Admitted by: Self, Date of Admission: 14/03/2019 ,Place : Office	 14/03/2019	 LTI 14/03/2019	 14/03/2019
28B/1A, Rahim Ostagar Road, P.O:- Lake Gardens, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700045 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AWKPP0122G, Status :Individual, Executed by: Self, Date of Execution: 14/03/2019 , Admitted by: Self, Date of Admission: 14/03/2019 ,Place : Office				

Developer Details :




Sl No	Name,Address,Photo,Finger print and Signature			
1	Abasan Kolkata 18/1 (898), Kalikapur Road, P.O:- Mukundapur, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700099 , PAN No.:: AAMFA4040Q, Status :Organization, Executed by: Representative			

Representative Details :



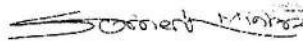
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Pradip Kumar Dey Son of Late Harendra Lal Dey Date of Execution - 14/03/2019 , , Admitted by: Self, Date of Admission: 14/03/2019, Place of Admission of Execution: Office	 Mar 14 2019 2:09PM	 LTI 14/03/2019	 14/03/2019

Major Information of the Deed :- I-1630-00663/2019-14/03/2019

3, North Purbachal Garden Road, P.O:- Haltu, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700078, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AEAPD7576A Status : Representative, Representative of : Abasan Kolkata (as partner)

2	Name	Photo	Finger Print	Signature
	Mr Sanjeet Kumar Roy Son of Mr Rabindra Prasad Roy Date of Execution - 14/03/2019, Admitted by: Self, Date of Admission: 14/03/2019, Place of Admission of Execution: Office			
		Mar 14 2019 2:10PM	LTI 14/03/2019	14/03/2019
7, Rupanjali Park, P.O:- Mukundapur, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700099, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AFPPR0028F Status : Representative, Representative of : Abasan Kolkata (as partner)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Somesh Mishra Son of Mr D K Misra High Court, Calcutta, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001			
	14/03/2019	14/03/2019	14/03/2019

Identifier Of Mrs Sayantani Ghosh, Dolan Champa Pal, Mr Pradip Kumar Dey, Mr Sanjeet Kumar Roy

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs Sayantani Ghosh	Abasan Kolkata-4.25104 Dec
2	Dolan Champa Pal	Abasan Kolkata-4.25104 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs Sayantani Ghosh	Abasan Kolkata-50.00000000 Sq Ft
2	Dolan Champa Pal	Abasan Kolkata-50.00000000 Sq Ft

Endorsement For Deed Number : I - 163000663 / 2019

On 14-03-2019

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.

Major Information of the Deed :- I-1630-00663/2019-14/03/2019

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

Article number: 48

Presented for registration at 13:47 hrs on 14-03-2019, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Mrs Sayantani Ghosh, one of the Executants.

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 1,07,95,645/-

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

Execution is admitted on 14/03/2019 by 1. Mrs Sayantani Ghosh, Wife of Mr Debasish Mondal, 94, Kalikapur Road, P.O: Mukundapur, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700099, by caste Hindu, by Profession Business, 2. Dolan Champa Pal, Wife of Anil Chandra Pal, 28B/1A, Rahim Ostagar Road, P.O: Lake Gardens, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700045, by caste Hindu, by Profession Business

Indetified by Mr Somesh Mishra, , , Son of Mr D K Misra, High Court, Calcutta, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 14-03-2019 by Mr Pradip Kumar Dey, partner, Abasan Kolkata (Partnership Firm), 18/1 (898), Kalikapur Road, P.O:- Mukundapur, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700099

Indetified by Mr Somesh Mishra, , , Son of Mr D K Misra, High Court, Calcutta, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 14-03-2019 by Mr Sanjeet Kumar Roy, partner, Abasan Kolkata (Partnership Firm), 18/1 (898), Kalikapur Road, P.O:- Mukundapur, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700099

Indetified by Mr Somesh Mishra, , , Son of Mr D K Misra, High Court, Calcutta, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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 13/03/2019 8:11PM with Govt. Ref. No: 192018190375502641 on 13-03-2019, Amount Rs: 53/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKI8329259 on 13-03-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 19,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 18453, Amount: Rs.100/-, Date of Purchase: 13/03/2019, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/03/2019 8:11PM with Govt. Ref. No: 192018190375502641 on 13-03-2019, Amount Rs: 19,920/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKI8329259 on 13-03-2019, Head of Account 0030-02-103-003-02

Krishnendu Talukdar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS
South 24-Parganas, West Bengal

Major Information of the Deed :- I-1630-00663/2019-14/03/2019

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2019, Page from 26908 to 26937

being No 163000663 for the year 2019.



Digitally signed by KRISHNENDU
TALUKDAR

Date: 2019.03.19 16:54:18 +05:30

Reason: Digital Signing of Deed.

(Krishnendu Talukdar) 19-03-2019 16:52:12

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS

West Bengal.



(This document is digitally signed.)