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District Sub-Register-III
Alipore, South 24-parganas

DEVELOPMENT AGREEMENT

1 0 DEC 2021

THIS AGREEMENT made this the loth day of December, 2021 (Two thousand and Twenty one)

BETWEEN

SMT. SABITA BOSE having PAN No. ALTPB3597P, Mobile No.9163636392, Aadhaar No. 2615 5034 8562, wife of Sri Goutam Bose, by faith Hindu, by occupation House wife, by nationality Indian, residing at A-160, Sonali Park, Police station formerly Regent Park, at present Bansdroni, Post office Bansdroni, Kolkata-700070, District South 24-Parganas, hereinafter called and referred to as the <a href="LAND OWNER">LAND OWNER</a> (which term or expression shall unless repugnant to the context deem to mean and include her heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

#### AND

SMT. SHILA SAHA, having PAN No. CRLPS1697B, Mobile No. 9875477903, Aadhaar No.8676 1913 2850, Wife of Sri Sankar Saha, by faith Hindu, by occupation Business, by nationality Indian, residing at B-79, Bandipur Road, Police station formerly Regent Park at present Bansdroni, Post office Bansdroni, Kolkata- 700070, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless repugnant to the context deem to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS one Enamel Haque was the actual and lawful owner of ALL THAT piece and parcel of landed property comprising at Mouza Bansdroni, District Collectorate Touzi Nos. 63 and 64, J.L.No. 45, R.S. Khatian No. 1033 arising out of C.S. Khatian No. 518, Dag No. 919, Police station Regent Park, presently within the limit of Ward No. 113 of The Kolkata Municipal Corporation, District South 24-Parganas, and other landed properties.

AND WHEREAS after the death of said Enamel Haque, one of his legal heirs being his son namely Kalu Mondal recorded his name in the Records of Rights to be the owner of Sali land measuring more or less an area 13 Decimal and his name had finally been published in the latest Settlement records to be the lawful owner of the said land and had been enjoying the same by way of cultivation, free from all encumbrances.

AND WHEREAS said Kalu Mondal, in course of his use and occupation in respect of the said Sali land, each and every part thereof, by virtue of a registered deed of sale, sold and transferred ALL THAT demarcated area of 02 Cottahs 10 Chittacks out of the said total area of 13 Decimal, comprising at Mouza Bansdroni, District Collectorate Touzi Nos. 63 and 64, J.L.No. 45, R.S. Khatian No. 1033 L.R. Khatian No. 1859, R.S, & L.R. Dag No. 919,

Police station Regent Park, presently within the limit of Ward No. 113 of The Kolkata Municipal Corporation, District South 24-Parganas, in favour of one Sri Kajal Mukherjee, son of Sukumar Mukherjee of Flat No. 9, Block-G, C.I.T. Building, Christopher Road, Kolkata-700014, and the said Deed of Sale was registered on 12.03.1985 in the office of District Registrar at Alipore, recorded in Book No. I, Volume No. 57, Pages 25 to 31, Being No. 3355 for the year 1985.

AND WHEREAS pursuance to the above, said Sri Kajal Mukherjee, became the absolute owner of ALL THAT piece and parcel of Sali land measuring more or less demarcated area of 02 Cottahs 10 Chittacks out of the said total area of 13 Decimal, comprising at Mouza Bansdroni, District Collectorate Touzi Nos. 63 and 64, J.L.No. 45, R.S. Khatian No. 1033 L.R. Khatian No.1859, R.S, & L.R. Dag No. 919, Police station Regent Park, presently within the limit of Ward No. 113 of The Kolkata Municipal Corporation, District South 24-Parganas, mutated his name in the records of the Kolkata Municipal Corporation and had been paying taxes for the same in Kolkata Municipal Corporation Assessee No. 31-113-17-0109-7, since mutation the said land had been recorded as 109, Niranjan Pally B Block, and in course of his such use and enjoyment, said Sri Kajal Mukherjee by virtue of a

registered deed of sale dated 10.01.1994 sold and transferred his said landed property, as mentioned above, unto and in favour of Smt. Sabita Bose, being the land owner, mentioned herein, and the said Deed of sale (Bengali Kowala) was registered in the office of Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 5, Pages 155 to 162, Being No. 76, for the year 1994.

AND WHEREAS after being the lawful and absolute owner of the said Sali land measuring more or less an area of 02 Cottahs 10 Chittacks, description of which are mentioned above said Smt. Sabita Bose mutated her name in the records of B,L,& L.R.O and also before The Kolkata Municipal Corporation and had been paying taxes for the same in Kolkata Municipal Corporation Assessee No. 31-113-17-0109-7, and since mutation the said land has been recorded as Premises No. 109, Niranjan Pally, B Block, in the records of the Kolkata Municipal Corporation, having its mailing address A-160, Sonali Park, Kolkata-700070.

AND WHEREAS by virtue of an another deed of sale, said Kalu Mondal sold and transferred ALL THAT piece and parcel of Sali land measuring more or less an area 02 Cottahs 02 Chittacks (with Road) comprising at Mouza Bansdroni, District Collectorate Touzi Nos. 63 and 64, J.L.No. 45,

R.S. Khatian No. 1033 L.R. Khatian No.3488, R.S, & L.R. Dag No. 919, Police station Regent Park, presently within the limit of Ward No. 113 of The Kolkata Municipal Corporation, District South 24-Parganas unto and in favour of Sri Dipak Banerjee son of Nani Bhusan Banerjee, and the same was registered in the Office of District Sub-Registrar at Alipore, on 12.05.1985 recorded in Book No. I, Deed No. 3353 for the year 1985.

AND WHEREAS said Sri Dipak Banerjee son of Nani Bhusan Banerjee in course of his use in respect of the said Sali land measuring more or less an area 02 Cottahs 02 Chittacks (with Road), description of which are mentioned above, sold and transferred the same unto and in favour of Sri Swapan Kumar Dutta son of Bhupendra Nath Dutta of 35/1F, Panditiya Road, Kolkata29, and the said Deed of sale was registered in the office of District Sub-Registrar at Alipore, on 20.07.1985 recorded in Book No. I, Volume No. 213, Pages from 353 to 359, Deed No. 10145 for the year 1985.

AND WHEREAS said Sri Swapan Kumar Dutta, since being lawful owner of the said land measuring more or less an area 02 Cottahs 02 Chittacks, description of which are mentioned above, left a portion of the said land for the widening of the adjacent Road, and the remaining land measuring more or less an area of 1 Cottah 09 Chittacis 05 Sq.ft. was under his use and

enjoyment, free from all encumbrances. In course of his such use, said Sri Swapan Kumar Dutta, by virtue of a registered deed of sale, registered on 19.03.2001 in the Office of Additional District Sub-Registrar, Alipore, 24-Pgs(s) recorded in Book No. I, Volume No. 38, Pages 141 to 148, Being No. 1067 for the year 2001, unto and in favour of one Sri Achinta Mondal, son of Harananda Mondal of Sonali Park, Post Office Bansdroni, Police station Regent Park, Kolkata-700070, who in course of his use, free from all encumbrances, by virtue of a registered deed of sale, registered in the office of Additional District Sub-Registrar at Alipore, recorded in Book No. I. Volume No. 146, Pages from 36 to 54, Being No. 01922 for the year 2007 transferred and conveyed the said land measuring more or less an area 1 Cottah 09 Chittacis 05 Sq.ft particulars of which are mentioned above, unto and in favour of Smt. Sabita Bose being the land owner as mentioned herein, the land owner, mentioned herein, mutated her name in the records of B,L & L.R.O. and also before The Kolkata Municipal Corporation and had been paying taxes for the same in Kolkata Municipal Corporation Assessee No. 31-113-17-2812-1, and since mutation the said land has been recorded as Premises No. 2339, Niranjan Pally B Block, in the records of the Kolkata Municipal Corporation, having its mailing address A-160, Sonali Park, Kolkata-700070.

AND WHEREAS as the said two plot of lands are located side by side, adjacent to each other, the land owner for the interest of her use and enjoyment preferred to join the said two plots of land into one plot, and after such joining the total land under the absolute ownership of the land owner, mentioned herein, has become 04 Cottahs 03 Chittacks 05 Sq,ft, together with a structure standing thereon being Municipal Premises No. 109, Niranjan Pally, B Block, having its mailing address A-160, Sonali Park, Kolkata-700070, Kolkata Municipal Corporation Assessee No. 31-113-17-0109-7, description of which are mentioned above, and more particularly in the schedule below, marked as Schedule-A.

AND WHEREAS for the reason of construction of the building after demolition of the existing structure, as the Land Owner has no such fund and experience to complete such program, invited the Developer herein to develop the said land and to erect residential building over the same or in a part of the same as per the sanctioned building plan, to be sanctioned by the Kolkata Municipal Corporation, to exploit the same commercially at the cost, expenses and efforts of the Developer.

AND WHEREAS the Developer herein, who has earned sufficient goodwill in the trade of land Promotion and Development, being agreed with the said proposal of the Land owner, agreed to undertake the charge of such development as well as constructional work of the land as described in the schedule-A at her cost, expenses efforts and responsibilities and in pursuance to the above the parties herein entered into this Agreement in between them on the following terms and conditions:

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows;-

# ARTICLE-I (DEFINITION)

In these presents unless it is repugnant to the subject or context:

1.1 LAND OWNER shall mean SMT. SABITA BOSE, wife of Sri Goutam Bose, residing at A-160, Sonali Park, Police station formerly Regent Park, at present Bansdroni, Post office Bansdroni, Kolkata-700070, District South 24-Parganas and her heirs / heiress, representatives, executors and assigns.

- 1.2 <u>DEVELOPER</u> shall mean <u>SMT. SHILA SAHA</u>, Wife of Sri Sankar Saha, residing at B-79, Bandipur Road, Police station formerly Regent Park at present Bansdroni, Post office Bansdroni, Kolkata- 700070 and her heirs, executors representatives, administrators and assigns.
- 1.3 PREMISES shall mean ALL THAT piece and parcel of homestead land 04 Cottahs 03 Chittacks 05 Sq,ft, being Municipal Premises No. 109, Niranjan Pally, B Block, Police station formerly Regent Park, now Bansdroni, Kolkata-700070, Ward No. 113, Kolkata Municipal Corporation Assessee No. 31-113-17-0109-7, as more fully described in the Schedule "A" hereunder.
- 1.4 <u>BUILDING</u> shall mean the Three storied building to be constructed over the Schedule-"A" land by the Developer herein in terms of the sanctioned building plan to be sanctioned by the Kolkata Municipal Corporation,
- 1.5 <u>COMMON AREAS</u> shall mean and include the passage, ways, stairways, gates, all rain water pipes, sewerage, fittings, fixtures, manholes, pit, gullies, roof, pipe lines, water pump and over head tank, underground reservoir, fences, boundary wall, Electric connection, electric supply to common areas and facilities electrical fixtures in the common areas, main

switch electric from and meter room, interior walls, and other facilities which will be provided by the Developer from time to time and at all times.

#### 1.6 OWNERS' ALLOCATION shall mean and includes :

50% constructed area of the Proposed Three storied building which shall be constructed over the said Land as described in the Schedule-A or in part thereof consisting of (i) one single BHK Flat at the North East side on the Ground floor, (ii) one single BHK Flat at the North West side on the Ground Floor, (iii) One Car Parking space at the South West side in the Ground floor, (iv) One double BHK Flat at the south-East side in the First Floor and (v) One double BHK Flat at the south-West side at the First Floor and (vi) one double BHK flat at the North East West side on the Second Floor together with undivided proportionate interest of the land pertaining to the land out of the total land as described in the schedule-A and right to use the common areas and facilities of the said premises, as mentioned in the Schedule-B and other easement and quasi-easement rights of the said premises.

1.7 <u>DEVELOPER'S ALLOCATION</u> shall mean remaining 50% constructed area of the proposed Three storied building to be constructed over the said land as described in the Schedule-A or in part thereof consisting of (i) Remaining Flats/Constructed areas/Car Parking spaces/

Other spaces, if any, on the Ground floor, (ii) Remaining flats/Constructed areas on the First Floor, and (iii) Remaining flats/Constructed areas on the Second floor together with undivided proportionate interest of the land pertaining to the land out of the total land as described in the schedule-A and right to use the common areas and facilities of the said premises, as mentioned in the Schedule-C and other easement and quasi-easement rights of the said premises.

That it is to be mentioned here that the building shall have no Lift. Right over the Ultimate roof of the building shall vest to both the Land owner and Developer equally.

- 1.8 ARCHITECT shall mean such person or persons having requisite qualification and experience required under the relevant laws/rules to act as Architect who will be appointed by the Developer for designing and supervision of the building to be constructed in the Schedule-"A" property or in part thereof.
- 1.9 <u>TRANSFEREE</u> shall mean such a person, Firm, Limited Company, Association or persons to whom any share of undivided land underneath the building and the built up area shall be transferred along with unfinished or finished flat.

#### ARTICLE-II

#### (COMMENCEMENT)

This agreement shall be made to have commencement with effect from the date of its execution.

#### ARTICLE-III

# (OWNER'S DECLARATION)

- 3.1 That there is no excess land within the meaning of Urban Land Ceiling and Regulation Act, 1976 on the said property.
- 3.2 That the land owner shall be responsible for the payment of all the taxes and Govt. duties in respect of the said premises as described above and more fully in the Schedule-A prior to the date of signing of this agreement and the Developer shall be responsible for the payment of all Municipal Taxes from the date of hand over lawful physical possession of the land as described in the schedule A unto and in favour of the Developer for the interest of such development works till hand over the flats car parking space under the owner's allocation in favour of the land owner in finished habitable conditions in all respects after completion of the building as per the specification.

- 3.3 That the Land owner till date have not yet entered into any such Agreement, Agreement for Sale or made any other contract relating the land with building as described in the schedule A with any Third Party.
- 3.4 That the Schedule"-A" property is not affected by mortgage, charges, liens, lispendences, debattar or Trust, Wakf and till date, no notice of acquisition or requisition has been served upon the Land Owner from any concerning Authority. That there is no other claimant who has any right, title or interest in respect of the schedule-A property other than the Land Owner.

#### ARTICLE-IV

## (DEVELOPER'S DECLARATION)

4.1 That the Developer being fully satisfied with the title of the land owner hereby undertakes to construct the building over the land as mentioned above and more particularly in the schedule below marked as Schedule-A, or any part thereof within the stipulated period of 24 (Twenty four) months from the date of execution of this Agreement. That the said period may be extended for the further period of 6 (Six) months owing to the reasons beyond the control of the developer, hereinafter collectively referred to as the "Force majeure"

# ARTICLE-V (DEVELOPER'S RIGHT)

5.1 That the land owner hereby grants right to the developer to construct, erect and build the building on the schedule-'A' Land and to enter into Agreement for sale with any intending Purchaser /Purchasers in respect of the flats and car parking spaces and other spaces, if any, which will be located with the meaning of "Developer's allocation" only and to receive part or total consideration value from such purchaser/ purchasers and also to issue due receipts there for in terms of this Development agreement.

# ARTICLE-VI (CONSTRUCTION)

6.1 In consideration of the Owner having agreed to permit the Developer to commercially develop the Schedule-"A' Premises by construction, creating and building of residential building, the Developer has agreed to allocate the Owner's constructed spaces in the said premises in finished habitable condition in all respects together with the proportionate share in the common parts and facilities which has hereinbefore called as the Owner's allocation.

6.2 That Good and standard quality of materials are to be used in the said constructional work.

# ARTICLE-VII (PROCEDURE)

- 7.1 That the Developer shall sell and transfer the undivided proportionate share of land underneath the building comprised in the portion of the flats, and car parking space and other spaces, if any, has hereinbefore stated only after handing over possession of the flats and the car parking space under the owner's allocation, as categorically mentioned above, in finished habitable condition to the owner.
- 7.2 Land Owner shall have no right to transfer the flats, car parking spaces, other spaces, if any, etc. under the allocation of the developer in terms of this agreement; similarly the developer shall have no right to transfer the flats and car parking space under the owner's allocation in any manner.
- 7.3 All men and machinery and materials will be supplied by the Developer at her own costs and expenses and by the supplier nominated by the Developer and the Developer shall carry out constructional work of the building at her own risk, cost and responsibilities, the Land Owner has

nothing responsibility in regards to the constructional work over the land as described in the Schedule-A and shall pay nothing to the Developer towards the constructional charges of the building and/or towards any other expenses regarding the constructional works over the schedule land.

- 7.4 That the Land Owner shall not do anything by which the Developer may be restrained from doing or completing the constructional work of the said building in the Schedule' -A' premises likewise the Developer states and undertakes not to violate the terms and conditions of this agreement in any manner whatsoever and shall do nothing in connection with the land as described in the schedule A which may affect the Land owner prejudicially or prejudice the land owner in any manner.
- 7.5 All the materials e.g. electrical goods, sewerage goods, water pipe lines, bricks, sands, irons, windows, doors, stone chips and all other materials relating to the construction will be supplied by the Developer at her choice (as per approval of the Engineer of the Developer) will from the supplier of the Developer and the Land owner cannot raise any objection for the same, provided all the same shall be of good and standard quality provided however that the Land owner shall be at liberty in respect of the

construction work over the said land and to verify the quality of the materials.

- 7.6 That the Developer shall negotiate the terms and conditions with the intending Purchasers for the sale of flats, car parking spaces, other spaces, if any, etc. of the said premises within her allocation and shall receive the entire consideration money from the intending Purchasers and shall discharge the money receipt for the same. The Owner shall not interfere into any such transaction and shall have no claim over the same or part thereof in any manner.
- 7.7 That the Developer agrees and undertakes to complete the constructional work over the scheduled land within 24 (Twenty four) months from the date of execution of this Agreement and to hand over the flats and car parking space, as categorically mentioned above, under the owner's allocation within a period of 24 (Twenty four) months from the date of execution of this Agreement. The said period may be extended for the further period of 6 (Six) months for any unforeseen reasons such as earthquake, rioting, civil commotion, natural calamity, short supply of materials, labour problems, Covid Pandemic situation and/or for any other

reasons beyond the control of the Developer, which has collectively called as "Force majeure".

7.8 That the Land 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 to be done by the Developer. All such responsibilities and liabilities shall vest upon the Developer only.

#### ARTICLE-VIII

#### (OWNER'S INDEMNITY)

8.1 That the Land Owner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy her allocate share without any interference and/or disturbance provided the Developer shall perform and fulfil all the terms and conditions herein contained and/or her part to be observed and performed carefully and honestly.

#### ARTICLE-IX

### (DEVELOPER'S INDEMNITY)

9.1 That the Developer hereby undertakes to keep the Land owner indemnified against all Third party's claims and actions arising out of any sort of act or commission or activities of the Developer in or relating to the construction of the said building as well as any financial transaction with the Third Party including the intending buyers, who will purchase the flats, car parking space, and other spaces, if any, from the Developer's allocation.

# ARTICLE-X (POSSESSION TO THE LAND OWNER)

That after completion of the flats and car parking space under the Land Owner's allocation, as categorically stated above, in good and habitable condition, the Developer shall inform the Land owner to take possession of such flats, and car parking space under the Land Owner's allocation, and shall hand over possession of such flats and the car parking space by granting Possession Letter in favour of the Land Owner, and the Developer undertakes to hand over such flats and the car parking space under the Land owner's allocation within 24 (Twenty four) months from the date execution of this Agreement, the said period may be extended for the further period of 6 (Six) months owing to the reasons beyond the control of the developer, collectively mentioned above and marked as "Force majeure". 10.2 That if the Land owner intends to get any extra work which is beyond the specification as mentioned in the annexure, then the Land owner has to notice the same to the Developer separately and the Developer shall raise the Bills for such extra work in actual, if the Land owner agrees to pay the Bill raised by the Developer and give written consent to the Developer, the

Developer shall undertake such extra work with the proper permission of the Architect appointed by the Developer.

## ARTICLE-XI

#### (BUILDING)

- 11.1 That the developer shall be entitled to for her allocation together with the common parts including the undivided share in common facilities and easement thereto and also the common stair case including the right to use the roof as common (with the land owner). The intending purchaser/purchasers together with the land owner will be allowed to use the ultimate roof of the proposed building for drying clothes garments and for playing the children of the same and also for any ceremonial occasion.
- 11.2 That the Developer shall be exclusively entitled to the flats, car parking spaces, other spaces, if any, under the Developer's allocation in the proposed building shall have exclusive right to transfer, alienate or otherwise deal with or dispose of the such flats, car parking spaces, other spaces, if any, without any right, claim or interest therein whatsoever of the Land owner only after giving possession of the flats and the car parking spaces, as categorically mentioned above, under the Land owner's allocation to her satisfaction and the Land owner shall not in any way interfere with or disturb

the khas possession and peaceful possession of the Flats, car parking spaces, other spaces, if any, under the Developer's allocation. The Developer has every right to enter into Agreement for sale with the intending purchaser/purchasers for such flats, car parking spaces, other spaces, if any, under the Developer's allocated portion as per the terms and conditions to be fixed by the Developer and her nominated person or persons without prejudice to the interest of the owner's right, title and interest over the schedule 'A' property.

#### ARTICLE-XII

#### (SHIFTING TO THE LAND OWNER)

12.1 That the Developer shall pay to the land owner sum of Rs. 7500/(Rupees seven thousand five hundred) only per month payable within 7<sup>th</sup> day
of each and every English Calendar month towards the rental charges to the
Land Owner for her temporary staying outside the scheduled premises for
the interest of such constructional as well as the development works. Such
amount is payable and is also countable from the date as and when the Land
owner shall hand over lawful physical possession of the schedule land unto
and in favour of the Developer for the interest of Development as well as the
constructional works over the scheduled land till the date as and when the
Developer, after completion of the Three storied building in habitable

condition shall hand over lawful physical possession of the Flats, and the car parking space, as categorically mentioned above in this agreement.

- 12.2 The land Owner at her cost and efforts shall shift all her belongings from the schedule property at the time of hand over the physical possession of the schedule land unto and in favour of the Developer for the interest of the Development as well as the construction works over the same, the Developer shall have nothing responsibility and liability in any manner to that effect.
- 12.3 That land owner at her choice shall reside temporarily outside the Schedule premises for the interest of constructional as well as the Development works over the schedule land from the date of hand over possession of the land temporarily unto and in favour of the Developer for the interest of constructional works till the date of taking lawful physical possession of the flats and the car parking space, as categorically mentioned above, under her allocation, from the Developer in the Newly constructed Building in habitable condition.

Be it mentioned herein, if the Developer fails to hand over the Owner's allocation to the Owner herein within the said stipulated period of 24 (Twenty four) months + extended period of 6 (Six) months then the Developer shall pay to the land owner sum of Rs. 12,000/- (Rupees twelve thousand) only per month from the date of extended period of 6 (six) months up to the date of hand over the Owner's allocation to the land owner.

# ARTICLE-XIII (MISCELLANEOUS)

- 13.1 Neither party shall demolish or permit demolition of any wall or other structure in her respective allocation or any portion thereof or make any structural alteration herein without the previous consent of the other in this behalf.
- 13.2 That the Developer shall abide by all laws, bye-laws, rules and regulations of the Government local bodies as the case may be and shall attend to answer and also be responsible for any deviation, violation and/or breach of any of the rules of the Land as well as the building rules of the Kolkata Municipal Corporation.
- 13.3 No goods or other items shall be kept by the Land owner or any other buyer or buyers and no hindrance shall be caused in any manner in the free movement in the stairways, driveways and other places of common use in the proposed building.
- 13.4 Neither party shall throw or accumulate any dirt/rubbish waste and refuge or permit the same to be thrown or accumulate in or around the building or in the compounds, corridors or any other portion of the building.

13.5 That the flat owners of the building shall frame scheme for the Management and Administration of the said building and/or common parts thereon.

13.6 That the individual purchaser/ purchasers together with the Land owner shall take individual meters at their respective costs and expenses, the Developer shall have no responsibility or liability for the same in any manner but shall be liable for making arrangement for obtaining such individual electric meters in the flats at the costs of the interested party.

## SCHEDULE ABOVE REFERRED TO

#### SCHEDULE-A

ALL THAT piece and parcel of land measuring more or less 04 Cottahs 03 Chittacks 05 Sq.ft, together with brick walls Asbestos shed cemented flooring residential structure now standing thereon or in part thereof having more or less an area 500 Sq.ft. situated and being Municipal Premises No. 109, Niranjan Pally, B Block, having its mailing address A-160, Sonali Park, Police station formerly Regent Park, now Bansdroni, Kolkata-700070, Ward No. 113, Kolkata Municipal Corporation Assessee No. 31-113-1701-09-7, District South 24-Parganas, the said land is butted and bounded in the manner as follows:-

ON THE NORTH : By Land under Part of R.S. Dag No. 919.

ON THE SOUTH : By 12'-0" wide Road,

ON THE EAST : By Land under Part of R.S. Dag No. 920

ON THE WEST : 5'-0" wide Road.

# SCHEDULE-B DESCRIPTION OF THE OWNER'S ALLOCATION:

50% constructed area of the Proposed Three storied building which shall be constructed over the said Land as described in the Schedule-A or in part thereof consisting of (i) one single BHK Flat at the North East side on the Ground floor, (ii) one single BHK Flat at the North West side on the Ground Floor, (iii) One Car Parking space in the Ground floor, (iv) One double BHK Flat at the south-East side in the First Floor and (v) One double BHK Flat at the south-West side at the First Floor and (vi) one double BHK flat at the North East West side on the Second Floor together with undivided proportionate interest of the land pertaining to the land out of the total land as described in the schedule-A and right to use the common areas and facilities of the said premises, as mentioned in the Schedule-D and other easement and quasi-easement rights of the said premises.

## SCHEDULE-C

## DESCRIPTION OF DEVELOPER'S ALLOCATION

Remaining 50% constructed area of the proposed Three storied building to be constructed over the said land as described in the Schedule-A or in part thereof, (except the flats and the car parking space, under the Owner's allocation as stated above) consisting of (i) Remaining Flats/Constructed areas/Car Parking spaces/ Other spaces on the Ground floor, (ii) Remaining flats/Constructed areas on the First Floor, and (iii) Remaining flats/Constructed areas on the Second floor together with undivided proportionate interest of the land pertaining to the land out of the total land as described in the schedule-A and right to use the common areas and facilities of the said premises, as mentioned in the Schedule-B and other easement and quasi-easement rights of the said premises.

That it is to be mentioned here that the Three storied building shall have no Lift. Right over the Ultimate roof of the building shall vest to both the Land owner and Developer equally.

## SCHEDULE-D

# (Common parts/common areas of the building)

- Main entrance gate, passage from main entrance gate leading to the staircase.
- Stair case and its landings on the all the floors and the stair case lightening and the roof/terrace on the top floor.
- Water pump, water reservoir, over head water tank, distribution pipes from overhead Tank leading to different flats and from underground reservoir to overhead tank and the open spaces on sides of the building.

- Electrical wiring from ground floor meter room to the respective flats,
   meter room, pump room and all electrical fittings in the common passage,
   gates, pump and staircase and its landing.
- Water and sewerage evacuation pipes from the respective flats etc. up to the discharge point which will be common for both the owner's and Developer's share.
- 6. All other areas of the said building and the facilities provided in the said premises the use of which will remain as common for use by the Owners and the Developer together with their respective nominees.

#### ANNEXURE

## (Specification of the Construction)

#### FOUNDATION

The building designed as R.C.C. footing and frame standard quality of cement shall be used in the foundation and also for pillar, beams, slabs and other constructions can be done by standard quality of cement, All the materials to be used will be of ISI approved wherever applicable and brand new and of 1<sup>st</sup> class quality and the workman ship will be proper stander (followed by sanctioned drawing without any deviation).

#### WALLS

All the external walls shall be of 8" (eight inches) thick brick wall with Cement plaster the partition walls shall be of 5" (Five inches) and/or 3" (Three inches) thick, Standard brick must be used for constructions, no ash brick will be allowed to use for construction. Inside walls will be Putty.

#### ELECTRIFICATION

Each bed room shall be provided with 3 (Three) nos. light point, 1 (one) no. fan point, 1 (one) no. 5 amp plug point. Each drawing and dining spaces shall be provided with 3 (Three) nos. of light points, 2 (Two) nos. fan points and 2 (Two) nos. 5 amp plug points, and 1 (one) No. of 15 Amp Plug Point. Each kitchen shall be provided with 1 (one) no. light point, 1 (one) no. exhaust fan point, and 1 (one) no. Washing Machine Point. Each toilet shall be provided 1 (one) no. light point, 1 (one) no. Exhaust fan Point, 1 (one) no. 15 amp. Plug point. All the above mentioned should be completed including fittings (without bulb or tubes) with standard material for only of owners flat area. Each of the single BHK flats and double BHK Flats shall contain one A.C. Point.

All fittings shall be branded and of good and standard quality. Each flat shall be provided with 1 (one) no. MCB. All Electrical wiring will be concealed and shall be of Finolex or Havels Brand.

#### FLOORING

(All material will be branded and ISI approved wherever applicable)

- i) All bed room, living/dining and Balcony shall be finished with colour mat finish vitrified tile flooring including 4" (Four inches) skirting colour and shed or 2'-2' (Two feet by two feet) marble.
- Kitchen and Toilet flooring shall be finished with Vitrified Tiles;
   colour shade shall be approved by the owner.
- iii) Glazed tile up to 6' (six feet) for toilet and kitchen 3' (Three feet) with a 3" (three inches) boarder colour, size shall be approved by the owner.
- Steel sink standard size shall be provided in kitchen one standard size colour Basin shall be provided in each toilet/W.C. colour W.C. shall be one no. Orrisa Pan and one no. anglow Indian type colour shall be approved by the owner. All other sanitary fitting shall be of all branded qualities. In toilet

cold water, Hot water, basin, W.C. and shower shall be provided. The fitting shall be Branded quality and the pipe shall be P.V.C.

#### SANITATION

Toilet shall be provided with:

- a) Wash Basin,
- b) Shower,
- c) European Pan with P.V.C. Cistern.
- d) Concealed type water line.
- e) Each Dining/Drawing shall contain one Wash Basin.

#### DOORS

- Main/entrance door (flat entry) shall be panel flush door Frame and Shutter shall be Sal wood.
- All other doors shall be solid core flash door standard thickness except toilet.
- Toilet door shall be P.V.C.
- Window: shall be aluminum with M.S. Grill finished with Primer.

- All fittings will be branded night latch should be of Standard quality.
- Except main door and P.V.C. door all other doors shall be proper white primer.

#### OUTSIDE OF THE BUILDING

Outside of the building shall be of Weather coat colour finished.

#### MISCELLANEOUS PROVISIONS

- Everywhere Normal standard fitting and fixture will be provided, if any, addition or alteration that will be negotiating with owner and Developer.
- Any changes in flooring, doors, windows etc. that will be negotiated with the owner and the developer.

#### WATER SUPPLY

Each flat will be provided supply line from overhead water tank shall filled up by water pump from semi-underground water pump from the semiunderground water reservoir for all flats stored water will be supplied from the Corporation water supply only. IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and signatures and seals on the day months and year first above written.

#### WITNESSES

Chakraboty

15/13/1, Morre-Avenue SIGNATURE OF THE LAND OWNER

Kol-40.

2. Ratur De 56, Bishnufally KOL-93,

Shila Saha SIGNATURE OF THE DEVELOPER

3. Gayatri Sutta Bose 2/2578 Stree edony Ko1-92 Drafted by me Ritan lev. Autta

Advocate, Alipore Police Court, 68/2-7/83
Kolkata-700027.

Computer Printed by :

Q. Do.

Alipore Police Court, Kol-27.

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Name ..... Signature .....

आयंकर विमाग

INCOMETAX DEPARTMENT

SHILA SAHA RAMESH MONDAL

15/11/1975

Funnament Account Warrhar

CRLPS1697B

Shide Saha

भारत सरकार





Shila Saha





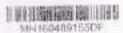
## ভারতীয় নিশুর পরিচর প্রাক্তরণ

#### ভারত সরকার

Unique Identification Authority of India
Government of India

जानिकश्वक्रित आहे कि/Empliment No.: 1040/20030/07047

विकास मार्थ Sinia Sohii B-79 BANDIPUR ROAD MANSORONI Banadroni (flurisdoor) South Fwenty Four Porgonia. Work Bengié 700076





spenial plane statt/ Your declared No. :

8676 1913 2850

আধার - সাধারণ খানুধের অধিকার



GOVERNMENT OF INDIA



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8676 1913 2850

লাবাৰ - সাধারণ মান্যের অধিকার

Shila Saha



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# ভারত সরকার

# Government of Inclass 7 to 15

ন্তাদিকানুক্তির আই ডি/Elwalment No.: 1040/20037/00286

전 To 및 제한화 (제대 의 Sabita Bose Note: A-100 SCHALI PARK BANSDRONI Banedroni Banedroni South Twenty Four Parganas West Bengal 700070





আপনার আধার সংখ্যা/ Your Aadhaar No.:

2615 5034 8532

আধার - সাধারণ মানুষের অধিকার



# STITE WEST OF INDIA



দ্দিতা (বাস Sabita Bose Prist : বাসাই দিখাস : Father : BALAI BISWAS তথ্য গাই / Year of Birth : 1967 মাহিলা / Female



2615 5034 8532

আধার - সাধারণ মানুষের অধিকার

রমিতা মার





# ভারতীয় বিলিষ্ট পরিচন প্রাথিকরণ

#### ভারত সরকার Unique Identification Authority of India Government of India

ভালিকান্তৃত্তির তাই ডি/Enrollment No.: 1040/20030/02046

ू To चिक्रण प्राप्ता Senker Saha B 5-79 BANDIPUR ROAD BANSDRONI Banadroni Benedroni South Twenty Four Pargerals Yest Bengal 700070

MN187024535DF



আপনার আধার সংখ্যা/ Your Aadhaar No. :

5539 9944 2842

আধার - সাধারণ মানুষের অধিকার



#### भारत सरकार GOVERNMENT OF INDIA



শক্তর দাব। Sankar Saha শিক্তা : অদিল সায়ে: Father : ANE, SAHA অসহ দাশ / Your of Nath : 1940 মুকুম / Male



5539 9944 2842

আধান - সাধারণ মানুষের অধিকার

Santas Saha

#### Major Information of the Deed

Deed No :	I-1603-12754/2021	Date of Registration	10/12/2021		
Query No / Year 1603-2002477890/2021		Office where deed is registered			
Query Date	29/11/2021 3:27:21 PM	1603-2002477890/2021			
Applicant Name, Address & Other Details	RATAN KUMAR DUTTA ALIPORE POLICE COURT, Than BENGAL, PIN - 700027, Mobile N	a : Alipore, District : South 24- lo. : 8240641711, Status :Adv	Parganas, WEST		
Transaction		Additional Transaction			
[0110] Sale, Development / agreement	Agreement or Construction	[4305] Other than Immo Declaration [No of Declaration	vable Property,		
Set Forth value		Market Value			
Rs. 2/-		Rs. 37,21,252/-			
Stampduty Paid(SD)		Registration Fee Paid	Comments of the Comments		
Rs. 7,020/- (Article:48(g))		Rs. 53/- (Article:E, E)			
Remarks	Received Rs. 50/- ( FIFTY only area)		the assement slip.(Urb		

#### Land Details:

District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Niranjan Pally Block-B, , Premises No: 109, , Ward No: 113 Pin Code: 700070

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	100,000,000,000	1000	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu		4 Katha 3 Chatak 5 Sq Ft	S-1= 10=	1/-	35,86,252/-	Width of Approach Road: 12 Ft.,
	Grand	Total:		3	6.9208Dec		1/-	35,86,252 /-	

#### Structure Details:

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(In Rs.)	
51	On Land L1	500 Sq Ft.	1/-	1,35,000/-	Structure Type: Structure

Total:	500 sq ft	1 /-	1,35,000 /-	

#### and Lord Details :

#### Name, Address, Photo, Finger print and Signature

NO		WATER COLUMN TO SERVICE OF THE SERVI		PRODUCTION OF THE PARTY OF THE	-
1	Name	Photo	Finger Print	Signature	1000
	Mrs SABITA BOSE Wife of Mr GOUTAM BOSE Executed by: Self, Date of Execution: 10/12/2021 , Admitted by: Self, Date of Admission: 10/12/2021 ,Place : Office		186000	গ্ৰহিত। ABI	
		18/12/2021	LTI	10/12/2021	

A-160, SONALI PARK, City:-, P.O:- BANSDRONI, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizer of: India, PAN No.:: ALXXXXXX7P, Aadhaar No: 26xxxxxxxx8562, Status:Individual, Executed by: Self, Date of Execution: 10/12/2021

, Admitted by: Self, Date of Admission: 10/12/2021 ,Place: Office

Developer Details:

SI No	Name, Address, Photo, Finger	print and Signatur	re	
1	Name	Photo	Finger Print	Signature
	Mrs SHILA SAHA (Presentant) Wife of Mr SANKAR SAHA Executed by: Self, Date of Execution: 10/12/2021 , Admitted by: Self, Date of Admission: 10/12/2021 ,Place: Office			Shila Saha
		10/12/2021	(_T) 10/12/2021	10/12/2021

Wife of Mr SANKAR SAHA B-79, BANDIPUR ROAD, City:-, P.O:- BANSDRONI, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: CRxxxxxx7B, Aadhaar No: 86xxxxxxxx2850, Status :Individual, Executed by: Self, Date of Execution: 10/12/2021

, Admitted by: Self, Date of Admission: 10/12/2021 ,Place: Office

#### Identifier Details :

Name	Photo	Finger Print	Signature
Mr SANKAR SAHA Son of Late ANIL SAHA B-79, BANDIPUR ROAD, City:-, P.O:- BANSDRONI, P.S:-Bansdroni, District:- South 24-Parganas, West Bengal, India, PIN:- 700070			Santean Sala
	10/12/2021	10/12/2021	10/12/2021

100	fer of property for L1		
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1	Mrs SABITA BOSE	Mrs SHILA SAHA-6.92083 Dec	
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SI.No	From	To. with area (Name-Area)	PARTITION OF THE PARTIT
1	Mrs SABITA BOSE	Mrs SHILA SAHA-500.00000000 Sq Ft	
		1	

#### Endorsement For Deed Number: I - 160312754 / 2021

#### on -12-2021

#### 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 : 4 (g) of Indian Stamp Act 1899.

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

Presented for registration at 12:51 hrs on 10-12-2021, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mrs SHILA SAHA .Claimant.

#### 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 37,21,252/-

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

Execution is admitted on 10/12/2021 by 1. Mrs SABITA BOSE, Wife of Mr GOUTAM BOSE, A-160, SONALI PARK P.O. BANSDRONI, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, b Profession House wife, 2. Mrs SHILA SAHA, Wife of Mr SANKAR SAHA, B-79, BANDIPUR ROAD, P.O. BANSDRON Thana: Bansdroni, . South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Business

Indetified by Mr SANKAR SAHA, , , Son of Late ANIL SAHA, B-79, BANDIPUR ROAD, P.O. BANSDRONI, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by profession Service

#### 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 32/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/12/2021 1:19PM with Govt. Ref. No: 192021220129769611 on 07-12-2021, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKS1671480 on 07-12-2021, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 100/-, b online = Rs 6,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no AG1179, Amount: Rs.100/-, Date of Purchase: 01/12/2021, Vendor name: SUBHANKAR DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/12/2021 1:19PM with Govt. Ref. No: 192021220129769611 on 07-12-2021, Amount Rs: 6,920/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKS1671480 on 07-12-2021, Head of Account 0030-02-103-003-02

Debasish Dhar DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 5712 to 5757

being No 160312754 for the year 2021.



Shan

Digitally signed by DEBASISH DHAR Date: 2022.01.06 15:04:00 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/01/06 03:04:00 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS West Bengal.

(This document is digitally signed.)