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Dipankar Sarkar

3. Parties :

3.1. SRI DIPANKAR SARKAR, son of Satya Gopal Sarkar, having his PAN - AJPPS4037F, Voter I'd No. JTK2487072, Adhhar No. 3781 6001 2819, Phone No. 8777505714, By Faith - Hindu, By Occupation - Service, residing at Subidhhipur Beltala, P.O. & P.S. - Baruipur, District - South 24 Parganas, West Bengal, hereinafter called the **OWNER/LANDLORD** (which expression shall unless otherwise repugnant to the context be deemed to mean and include his heirs, executors, representatives, administrators and/or assigns) of the **FIRST PARTY**.

AND

3.2. SOUVIK SARKAR, Son of - Phanibhushan Sarkar, having his PAN - DCXPS1290E, Voter I'd No. TYK1793710, Adhhar No. 3130 3492 4096, Phone No. 7003131789, By Faith - Hindu, By Occupation - Business, by nationality - Indian, residing at Subidhhipur Beltala, P.O. & P.S. - Baruipur, Baruipur Municipality Ward No. 02, District - South 24 Parganas, West Bengal, hereinafter called the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective, heirs, executors, administrators, legal representatives and assigns) of the **SECOND PARTY**.

S. Sarkar

Dipankar Sanyal

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4. Subject Matter of Agreement:

4.1 All That the piece and parcel of land measuring an area of western portion of 02 decimals out of 04 decimals and western portion of 8.5 decimals out of 17 decimals total 10.5 decimals out of 21 decimals comprising in R.S. & L.R. Plot No. 643 & 645 recorded under R.S. Khatian No. 881, L.R. Khatian No. 312 be the same lying and situated at Mouza - Subuddhipur, J.L. No. 32 Within the limits of Baruipur Municipality, ward No.02, Beltala Road, Holding No. old 396 and new 695, under P.S-Baruipur, ADSR - Baruipur in the District South 24 Parganas, West Bengal, which is more fully and more particularly described in the Schedule hereunder written and hereinafter referred to as the "subject Property".

Background of the Property:

A) Title of The Srimati Niva Rani Devi

AND WHEREAS that Shrish Laskar @ Sri Shrish Chandra Naskar and Sunil Laskar @ Sri Sunil Chandra Naskar both are sons of Late Dukhiram Naskar were the raiyats in respect of western portion of 02 decimals land out of 04 decimals and western portion of 8.5 decimals land out of 17 decimals total 10.5 decimal of land out of 21 decimals of land comprising in R.S. Plot No. 643 & 645 and they on 08.05.1953 sold, transferred and conveyed of the Land

Shrish Laskar
Sunil Laskar

Dipankar Sarkar

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measuring an area 10.5 Decimal, be the same lying and situated at Mouza-Subuddhipur, J.L No.32, RS. khatian No. 881, Touzi No. 266 comprised in R.S. Khatian No. 881 under RS. Dag No. 643 & 645 under P.S. & S.R. - Baruipur in the district 24 Parganas to one Smt. Niva Rani Devi which was registered at the office of the SR - Baruipur and recorded in Book No. 1, Volume No. 34, Pages from 191 to 195, being No. 3228 for the year 1953 and duly have delivered the possession thereof in favour of the aforesaid purchaser Smt. Niva Rani Devi.

AND WHEREAS Said Niva Rani Devi by the aforesaid purchased had been in possession the same by doing various acts of possession thereon and accordingly her name had been recorded in the R.S.R.O.R. being R.S. Khatian No. 881, of the subject mouza in column no. 13 as well as in column no. 23.

B) Title of DIPANKAR SARKAR:

AND WHEREAS the said Smt. Nivarani Devi being the owner of the aforesaid land measuring western portion of 02 decimals out of 04 decimals comprising in R.S & L R plot no. 643 and western portion of 8.5 decimals out of 17 decimals comprising in R.S & L R plot no. 645 of Mouza - Subuddipur, by way of above noted purchased on 09.11.1973 sold, transferred and conveyed of all that the piece and parcel of land measuring an area of western portion of 02

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decimals out of 04 decimals comprising in R.S. plot no. 643 and western portion of 8.5 decimals out of 17 decimals comprising in R.S. plot no. 645 of Mouza - Subuddhipur, J.L. No. 32, Touzi No. 266 comprised in R.S. Khatian No. 881 under PS & SR- Baruipur in the district 24 Parganas to Smt. Champarani Sarkar wife of Sri. Satya Gopal Sarkar and Sri Dipankar Sarkar (the owner herein) which was registered at the office of the SR-Baruipur and recorded in Book No. 1, Volume No. 80, Pages from 186 to 188, being Deed No. 6878 for the year 1973 and delivered the possession thereof infavour of the aforesaid purchasers. The said Champarani Sarkar and the said Dipankar Sarkar becoming the raiyat in respect of the western portion of 02 decimals out of 04 decimals land comprising in R.S & L R plot no. 643 and western portion of 8.5 decimals out of 17 decimals comprising in R.S & L R plot no. 645 of Mouza - Subuddhipur are in possession the same by doing various acts of possession thereon and their name have duly been recorded in the L.R. R.O.R. being L.R. khatian no. 249 and 312 respectively.

AND WHEREAS the said Smt. Champarani Sarkar being the owner in respect of 01 decimal out of western portion 02 decimals out of 04 decimals of land comprising in R.S & L R plot no. 643 and 4.25 decimals out of western portion 8.5 decimals out of 17 decimals comprising in R.S & L R Plot no. 645 of Mouza - Subuddhipur by way of aforesaid purchased on 03.03.2010 Gifted the aforesaid land of 01 decimal comprising in R.S & L R plot no. 643 and

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4.25 decimals comprising in R.S & L R plot no. 645 of Mouza - Subuddhipur infavour of her son Sri Dipankar Sarkar, (the owner herein) and duly have delivered the possession thereof by dint of a registered deed of gift and the said deed of gift has been registered in book no. 1, C.D. Volume No. 7, page no. 3635 to 3653 being deed no. 02286 for the year 2010 in the office of ADSR Baruipur. The said Dipankar Sarkar by dint of aforesaid purchased and gift became the absolute owner in respect of the subject land in this agreement & has been possessing the same by doing various acts of possession thereon. The subject land also have been made conversion into Bastu from Danga and other nature. It may be mentioned here that the entire subject land now recorded under the L.R khatian no. 312 in the name of the owner.

AND WHEREAS by the manner stated above the said Sri Dipankar Sarkar the owner herein became the owner and since his acquisition of title of the subject land seized, possessed and sufficiently entitle to the said property by demarcating the boundary wall and mutate his name before the Baruipur Municipality and paying taxes regularly in respect of the said property. The owner herein duly have regularly paid the revenue in favour of the Government of West Bengal and the Govt. of West Bengal duly have issued the receipt thereof. The said owner has full power and absolute right to enter into this agreement.

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AND WHEREAS since the lawful and absolute owner in respect of the aforesaid property and has been possessing and enjoying the same, the owner herein entered into this joint venture agreement with the developer.

AND WHEREAS the First Party to construct a building at the subject land but due to lack of finance, men power and technical knowledge he was in search for suitable solvent Developer to implement the aforesaid project and to that effect the Developer has agreed to develop the said property of the said OWNER/LANDLORD and the parties hereto after several discussion have agreed to enter into this Agreement to avoid any future litigation, misunderstanding and dispute in between them and amongst their legal heirs and successors in future.

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

ARTICLE: 1- DEFINATIONS

1. OWNER/LANDLORD: Shall mean and include SRI DIPANKAR SARKAR, son of Satya Gopal Sarkar, having his PAN - AJPPS4037F, Voter I'd No. JTK2487072, Adhhar No. 3781 6001 2819, Phone No. 8777505714, By Faith - Hindu, By Occupation - Service, residing at Subuddhipur Beltala, P.O. & P.S. - Baruipur, District - South 24 Parganas, West Bengal and his legal heirs, successors, representatives and assigns.

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1.2 PROPERTY: Shall mean all That the piece and parcel of land measuring an area of western portion of 02 decimals out of 04 decimals comprising in R.S. and L.R. plot no. 643 and western portion of 8.5 decimals out of 17 decimals comprising in R.S. & L R plot no. 645 be the same lying and situated at Mouza- Subuddhipur, J.L. No. 32 comprised in R.S. Khatina no. 881 corresponding to L.R. Khatian No. 312 Within the limits of Baruipur Municipality, Municipality ward No. 02, Beltala Road, Holding No. 396, now 695, under P.S.- Baruipur, ADSR - Baruipur in the District South 24 Parganas, West Bengal which is more-fully and particularly described in the Schedule I.

1.3 DEVELOPER/PROMOTER Shall mean and include the said Sri SOUVIK SARKAR, Son of - Phanibhushan Sarkar, having his PAN - DCXPS1290E, Voter I'd No. TYK1793710, Adhhar No. 3130 3492 4096, Phone No. 7003131789, By Faith - Hindu, By Occupation - Business, by nationality -Indian, residing at Subuddhipur Beltala, P.O. & P.S. - Baruipur, Baruipur Municipality Ward No. 02, District - South 24 Parganas, West Bengal and his legal heirs successors, representatives and assigns.

1.4 BUILDING: shall mean and Include commercial and/or residential building or buildings to be constructed on the said subject property in accordance with the plan sanctioned by the appropriate Authority and with necessary additional structures like pump houses, generator room, security arrangement

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etc. and shall include the car parking and other open spaces intended for the enjoyment by the occupants of the buildings.

1.5 COMMON FACILITIES AND AMENITIES: shall included corridors, Roof, Drainage and sewerage line and connection all plumbing Installations, meter, pump, care taker room if any, stairways, ways etc. and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management for the buildings and/or the common facilities or any of them thereon as the case may be. The owner and the Developer and their respective nominees shall enjoy the roof of the buildings jointly and undividedly however the terraces of the building shall be exclusive owned and used by the Owners. Apart that and also search common areas to the included as saleable area in respect of flats, shops and space in the proposed new building at the said premises which is morefully and more particularly described in the SCHEDULE -V.

1.6 SALEABLE SPACE: shall mean the flats, shops, office, garages and building available for independent use and occupation after taking due provision for common facilities and the space required, thereof or against consideration.

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1.7 OWNER/LANDLORD ALLOCATION: shall mean 40% share upon construction over the schedule land as per sanction building plan, sanctioned by Baruipur Municipality and the same is particularly mentioned in SCHEDULE-III.

1.8 DEVELOPER ALLOCATION: shall mean the remaining part of the building made.

by the Sanctioned Plan. Which is more-fully and particularly mentioned in SCHEDULE -IV.

1.9 ARCHITECT: shall mean a authorized Architect who will act as an Architect of the said building for designing and planning of the ;building at the said premises.

1.10 BUILDING PLAN: would mean such plan or plans for the construction of the building or buildings duly sanctioned by the appropriate authority and shall include any amendments thereto and/ or modifications thereof duly sanctioned by the appropriate authority.

1.11 TRANSFER: with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multi- storied buildings to Purchasers thereof and will include the meaning of the said terms and defined in Income Tax Act, 1961 and with the provisions of T.P. Act, 1882.

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Dipankar Sarkar

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1.12 Words imposed singular shall include plural and vice versa.

1.13 TRANSFEREE: shall mean a person or persons, firm or association of persons to whom any space in the building or buildings has been transferred:

1.14 Words importing masculine Gender shall include feminine and neuter genders; likewise words importing feminine genders shall include masculine and neuter genders.

ARTICLE-II COMMENCEMENT

2. This Agreement shall being to have commenced with effect from the date of registration of this Agreement.

3.0 ARTICLE III: TITLE AND INDEMNITIES

3.1 The owner hereby declare that the owner have marketable title to the said premises and the owner has a good right and title to enter into this agreement with the Developer and the owner hereby declare that the said premises is free from all encumbrances, liens, charges, mortgage whatsoever.

3.2 The owner are in physical possession of the premises free from all and any manner of lispendens, charges, liens, attachments, claims, encumbrances or mortgages whatsoever.

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3.3 The owner hereby also undertake that the Developer shall be entitled to construct and complete the building in the said premises and to retain and enjoy the Developer's Allocation therein without any interruption or interference from the owner or any person or persons lawfully claiming through or under the owner as long as the Developer fulfils his part of these presents. If any legal dispute will started during the continuance of this project regarding land then the owner shall liable for the same.

3.4 The Developer undertake to construct the buildings in accordance with the sanctioned plan and undertake to pay any or all damages, penalties and/or compounding fees payable to the authority or authorities concerned relation to any deviation without making the owner in any way liable for that. The Developer hereby undertake not to assign and/or transfer the job/construction to any Third Party in any manner whatsoever without consent of the Owner.

3.5 The Developer shall act as an independent contractor in constructing the buildings and undertake to keep the owner indemnified from and against all Third Party claims or compensation and actions arising out of any act or commission of the Developer or any accident in or relative to the construction of the building.



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4.0 ARTICLE-IV - EXPLOITATION RIGHTS

4.1 Immediately after the execution of this Agreement the Developer shall be entitled to deal with the said property on the terms and conditions herein contained and also in accordance with the Powers and Authorities conferred on the Developer by the Owners. In accordance with the General Power of Attorney for the purpose of Development and construction of the Buildings contemplated in these presents with Powers to enter into agreement for Sale, lease or let out the various portions of the Developer Allocation with any intending Purchaser/Purchasers and/or any transferee and to receive interest money and/ or any part payment and entire sale proceeds in respect thereof.

4.2 Immediately after the plan is prepared the parties hereto shall demarcate and identify their respective allocation but in doing so the parties shall see that the demarcation should be done in equitable manner taking into consideration the location, advantage and market value.

5.0 ARTICLE-V-BUILDING

5.1 The Developer shall have exclusive right at his own costs to construct the buildings in the schedule land in accordance with the sanctioned Plan without any hindrance or obstruction from the owner or any person claiming through them as long as the Developer fulfills the terms and conditions of these presents. The type of construction, specification of materials to be used

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common areas to be constructed completed and delivered to the owner will be treated as Owner's Allocation. And the remaining flats, shops and spaces in the proposed building together with undivided proportionate share of land along with common areas in the proposed building shall be treated as absolute allocation of the Developer. The Owner's Allocation has been more clearly and down in the SCHEDULE-III.

6.2 The Developer and the owner and their respective nominees shall use the roof undividedly and commonly.

6.3 The owner shall be entitled to transfer or dispose of the Owner's Allocation in the building without any objection right or claim from the Developer and shall have exclusive right to enter into Agreement For Sale and transfer the same without any right, claim demand, interest whatsoever or howsoever from the Developer or any person or persons lawfully claiming through the Developer, who shall not in any way interfere with or disturb the quiet and peaceful possession of the Owner's Allocation. But for that particular flat or portion the owner/ intending purchaser/s shall pay the service tax to the developer as per Govt. Rules.

6.4 The entire buildings shall be of uniform construction with the standard first class building materials and if at any time the owner shall require the

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Developer to provide any other kind of materials or additional facilities in the Owner's Allocation, all extra costs, charges and expenses incurred by the Developer.

6.5 The Developer shall use standard quality of materials for the construction of the entire building. The owner shall have the authority to inspect the quality of the materials if so desired and the Developer shall in no way obstruct the owner or his Inspector/Agent from making such inspection, at any point of time of such constructions, as may be desired by the Owner.

6.6 The Developer shall be exclusively entitled to the Developer's Allocation in the said buildings without in any way disturbing the common facilities situated thereon will the exclusive right to deal with, enter into Agreements for and transfer the same without any right, claim demand, interest, whatsoever however of the owner and the owner or any person or persons lawfully claiming through them shall not disturb the quiet and peaceful possession and enjoyment of the Developer's Allocation.

7.0 ARTICLE-VII-COMMON FACILITIES

7.1 All rates and taxes and outgoing if any in respect of the said holding shall be borne and paid in the manner follows:-

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- a) By the owner up to the commencement of execution of the project.
- b) During the execution of its project 100% and by the Developer.
- c) After the completion date proportionate ratio as owned by the owner and/or the Purchasers of the Owner's Allocation and balance by the Developer and/or by the Purchasers by the Developer's Allocation."

7.2 As soon as the Owner's Allocation in the new building is complete in habitable condition the Developer shall give written notice to the owner to take possession of the Owner's Allocation in the said building and from the date of service of such notice and at all times thereafter, the owner shall be exclusively responsible for payment of all Municipal and property taxes, rates, duties, dues and other statutory outgoing and imposition whatsoever (hereinafter for the sake of brevity collectively referred to as "the said Rates") payable in respect of the said Owner's Allocation. Similar and from the said date, the Developer or its nominee or nominees shall be exclusively responsible for payment of all the said rates payable in respect of the Developer's Allocation which is more particularly described in SCHEDULE-IV. The said rates are to be apportioned pro rata will reference to the saleable space in the building if they are levied on the building as a whole. The certificate of the Architect in respect of the said building as to its completion in terms hereof and the quality of the materials used therein shall be final

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and binding on the parties which is more-fully and particularly mentioned in the SCHEDULE - II .

7.3 As and from the date of service of the notice of possession the owner and the Developer shall also be responsible to pay and bear and shall pay the proportionate share in terms and on the same basis hereinabove the service charges for the common facilities in the building payable with respect to their respective allocations, the said charges to include premium for tile insurance of the buildings, water, fire and scavenging charges and taxes, light, sanitation maintenance operation and repair and removal charges for bill collection and management of the common facilities, renovation, replacement repair and the maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipment, switch, gear, transformers, pumps, motors, and other electrical and mechanical installations appliances and equipments, stairways, corridors, halls, passage ways, pathways and other common facilities whatsoever including creation of a sinking fund, certificates of the Architect respect of the said building as to its completion in terms hereof and the quality shall be final and binding on the parties.

7.4 Any transfer or any part of the Owner's all the owner fall or neglect to take possession of his allocation in the new building it will be treated and/

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or deemed that possession of the Owner's Allocation has been duly handed over to the Owner. And in that event the Developer shall at liberty to deliver and/or handover it's allocation in favour of its nominee/nominees being the intending Purchasers for flats and spaces in the new building.

7.5 Any transfer or any part of the Owner's Allocation of the new building shall be subject to the same provisions hereof and the respective transferee shall be responsible in respect of the space transferred, to pay the said rates and service charges for the common facilities as it is done in case of apartment owner under Apartment Ownership Act.

7.6 Both the Developer and the owner herein shall enjoy the respective allocation/portions in the said building under their occupation with absolute right to alienate transfer, sell, gift, etc. and such rights of the parties in no way could be taken off or infringe by either of the parties under any circumstances

7.7 The owner shall not do anything by which the Developer shall be prevented from construction and completing of the said building as per the approved plan.

8.0 ARTICLE-VIII-COMMON RESTRICTIONS

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Department of Revenue

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The owner allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the Developer's Allocation in the building which are as follows >

8.1 Neither party shall use or permitted to use the respective allocations in the building or any portion thereon for carrying any obnoxious, illegal and immoral trade or activities nor use the same for any purpose which may cause any nuisance or annoyance to the other occupiers of the building.

8.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other and the appropriate authority in their behalf.

8.3 Neither party shall transfer or permitted to transfer their respective allocation unless the proposed transfer gives a written undertaking to the effect that said transfer shall remain bound by the terms and conditions hereof and pay all and whatever shall be payable relating to the areas under their possession.

8.4 Both the parties shall abide by all the laws, bye laws, rules and regulations of the Government Statutory Bodies and/or local bodies as the

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case may be or shall be responsible for any deviation and/or breach of any of the said laws and regulations.

8.5 The respective allottees or their transferees shall kept the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceilings etc. in good and working conditions and in particularly not to cause any damage to the building or any portion thereof.

8.6 Neither party of their transferees shall do or cost to be done any act or things which may cause any damage to the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from any such damages.

8.7 No goods shall be kept by either party or their transferee in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement or of the corridors and other places of common use in the building which is more-fully and particularly mentioned in the SCHEDULE-VII

9.0 ARTICLE-IX MISCELLANEOUS

9.1 The owner and the Developer have entered into this Agreement purely on a principal to principal basis and nothing stated herein shall be deemed

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to construed as a Partnership between the Developer and the owner or as a Joint Venture between them nor shall be Developer and the owner in any manner constitute an Association of Persons. The parties hereto entered into this agreement for their separate mutual benefits and interest and for which the property herein mentioned shall not be changed and/or encumbered in any manner whatsoever.

9.2 It is understood that from time to time to enable the construction of the building by the Developer various acts, deeds, matters, and things not herein specifically referred to may be required to be done by the Developer for which the Developer may require the authority of the owner and various applications and other documents may be required legally to be signed or made by the owner relating to which no specific provisions has been made herein. The owner hereby authorizes the Developer to do all such lawful acts, being required by the Developer in his behalf to execute any such additional power or powers of Attorney and/or his authorization or authorizations as may be legally required by the Developer for the purpose of construction the said building and also undertake to sign and execute all such additional applications and other documents as may be required for the purpose which will be expressly stated herein shall not in any way prejudice the interests of the owner detailed hereinbefore.

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9.3 The developer shall in consultation with the owner be entitled to frame a scheme for the management and administration of the said Buildings and/or common parts thereof. The Developer hereby says and confirm that it would hand over the Owner's portion first to the satisfaction to the owner and only after allotment of such portion of the owner the Developer shall be entitled to deliver its share of allocation to the intending purchasers in the new building at the said premises. Be it specifically mentioned here that the Developer shall issue written notice to the owner either by registered with A/D or by hand inviting the owner to take possession and upon expiry of seven days from the date of receiving the notice thereof if the owner fail or neglect to take possession of his allocation in the new building it will be treated and/or deemed that possession of the Owner's Allocation has been duly handed over to the Owner. And in that event the developer shall at liberty to deliver and/or handover it's allocation in favour of its nominee/nominees being the intending Purchasers for flats and spaces in the new building.

9.4 Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the owner if delivered by hand against receipt thereof or sent by prepaid registered post at the address given herein above and shall likewise be

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deemed to have been served on the Developer if delivered by hand against receipt thereof or sent by prepaid registered post to office of the Developer, at the address given hereinabove.

9.5 Be it mentioned here that during the construction of the building and till the Developer share of allocation is fully disposed of the Developer shall always remain the symbolic owner of the entire structural area in the proposed building as would be constructed by the Developer by its own costs and expenses and after handing over vacant possession of the Owner's Allocation. The ownership of the owner will automatically changed to the extent that the owner will be the owner of structural area of his allocation together with undivided proportionate share of land attributable to the said structural area and in consideration of which the owner or his duly authorized Attorney shall sell, convey and transfer the remaining undivided proportionate share of land either to the Developer or its nominee or nominees being the intending Purchaser or Purchasers of flats/spaces without taking any other or further consideration save and except the Owner's Allocation either from the Developer or from its nominee or nominees.

9.6 That Mosarraaf Hossain Khan, Advocate, Baruipur Court, Baruipur has drafted and drawn this document and shall drafted and drawn all documents

Mosarraaf Hossain Khan

Dipankar Sankar

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related to the project concerning the owner and Developer and those for selling portions of the Developer.

9.7 The name of the Complex/Building shall be "SATYA GOPAL APPARTEMENT" (in short S.G. Appartement).

10.0.ARTICLE-X-MUTUAL OBLIGATIONS

10.1 The Developer undertake that the building will be completed within the time stipulated hereinabove and in case of Will full Negligence on the part of the Developer by not handing over Owner's Allocation within the stipulated period in that event the Developer shall pay a sum of Rs.1/-(Rupees one) only per day to the owner as and by way of compensation.

10.2 The owner covenant with the Developer that in case the project is neglected, delayed or otherwise fails due to breach of contract and or default on the part of the Owner, in that event, the Developer shall be entitled to compensation for all expenses incurred by them which would be assessed by the Engineers to be appointed by consent of both parties.

10.3 The owner and Developer jointly undertake not to transfer, mortgage, charge or lease in any way or encumber the said property or property which is the subject matter of this Agreement in any manner whatsoever during

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the subsistence of this Agreement but the Developer shall have the right and liberty to mortgage and/or create charge the structure constructed on the Developer' share of allocation before any nationalized bank or private bank but in such case the owner shall not be financially liable or responsible for the charge created by the Developer and such charge created will be with his written consent of the Owners i.e. NOC

10.4 In case of breach of any of the provisions herein, the party in breach shall be liable to pay such damages as determined by the Court of law mentioned in Clause 10.5, but no party shall be entitled to terminate this Agreement unless there is a breach to any of the terms or contained in this Agreement.

10.5 All disputes between parties relating to this Agreement or the purpose remaining and interruption thereof shall be referred to any civil and criminal court within jurisdiction.

10.6 The owner have this day handed over all original documents related to the properties to the Developer against proper receipt on condition such documents will be returned back to the Owner, if this agreement fails and/or determined for any reason whatsoever.

11.0 ARTICLE -XI-FORCE MAJEURE

*SAW
ACV*

Deewan Sarwan

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11.1 The parties hereto shall not be considered to be liable for any collection hereunder to the extent of the performance of the relative obligations prevented by the existence of the Force Majeure and shall be suspended from the obligation during the duration of force Majeure.

11.2 Force Majeure shall mean flood, earthquake, riot, war, and storm, tempest civil connection, which are beyond the reasonable control of the parties.

12.0 ARTICLE-XI-PENAL CAUSE

It is made clear that Developer are prevented from proceedings with the construction work during the continuance of such construction or prevented from starting the construction by any action on the part of the owner or his agent or any person claiming any right under the Owners, in that case the Developer shall have the right to rescind and/ or cancel this Agreement and also to claim refunds of all sums paid by the Developer to the owner in the meantime along with the amount if any, spent on account of the construction work or sanction of building plan of the building together an interest at the building rate of interest.

ARTICLE-XIII-JURISDICTION

13. The High Court at Calcutta and Courts Sub-ordinate thereto shall

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exclusively have jurisdiction to entertain, try and determine all actions, suits, and proceedings arising out of these presents between the parties hereto.

THE SCHEDULE - I ABOVE REFERRED (Description of the Land)

All That the piece and parcel land measuring an area of western portion of 02 decimals out of 04 decimals comprising in R.S. and L.R. Plot no. 643 and western portion of 8.5 decimals out of 17 decimals comprising in R.S. and L.R. plot no. 645 be the same lying and situated at Mouza-Subuddhipur, J.L. No.32 comprised in R.S. Khatian no. 881 corresponding to L.R. Khatian No. 312 Within the limits of Baruipur Municipality, Municipality ward No. 02, Beltala Road, Holding No. old 396 new 695 under P.S.-Baruipur, ADSR - Baruipur in the District South 24 Parganas, West Bengal.

On the North: 16' Wide Pucca Road.

On the South: PHANI BHUSAN SARKAR.

On the East: Pratap Chandra Dey.

On the West: Sankar Sarkar & Others.

Sankar Sarkar

Dipankar Sanyal

(29)

THE SCHEDULE-II ABOVE REFERRED TO (DETAILS OF THE SPECIFICATION)

1. Building: Building with R.C.C. framed structure with suitable foundation as per design of the consulting engineer.
2. Brick Wall: All exterior walls shall be of quality bricks approved by the Engineer.
3. Flooring and Skirting: Floor, skirting of all rooms, kitchen and veranda shall be of Tiles.
4. Plaster: The outside of the building will have plaster" thick (average), inside plaster will be 4" thick (average).
5. Door and windows:
 - i. MAIN ENTRANCE DOOR:
 - a. Commercial flash door Laminated on the both sides.
 - b. Wood door frame as Sal Wood.
 - c. Peep hole.
 - d. Handle from outside.

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Jameson Sauron

(30)

e. Hasbold

ii. OTHER DOOR:

a. Commercial flash door.

b. Wooden frame as Sal Wood.

iii. WINDOWS:

All window frame will be made of quality Aluminium Channel. Engineer and Grills would be of 3mm thick mild steel and suitable paint finish.

6. TOILET FITTINGS:

a. 5'-0" height glazed tiles finish above the skirting levels of 0'-3".

b. One Indian type toilet or one W.C

c. Shower and tap in the toilet

7. KITCHEN FITTINGS:

Kitchen will have one black stone slab and granite finish.

Jameson Sauron

Devaran Saman

(31)

2'-0" height glazed tiles above the black stone slab.

One Still sink with water tap.

3.

a) cement on top.

b) 3'-0" height parapet wall plastered on both sides shall be provided all round the roof slab. Suitable asbestos cement ram water pipe for proper drainage of water from roof.

9. ELECTRICAL:

a) 2 light points, one fan point in each bed room and one SAMP plug point and drawing cum-dining room, one additional plug point to be provided in each board. One fuse with visual indication per board shall be provided.

b) One light point, one fan point and one Fridge point in drawing-cum-dining room c) One light point, one plug point and one point for exhaust fan, one point for mixture in kitchen will be provided

d) One light point.

e) All Wiring shall be concealed type copper Wire and switches on Board.

Devaran Saman

Dipankar Samal

(32)

f) One light point in each landing of the staircase shall be provided.

g) One calling bell point for each flat.

10. WATER SUPPLY:

a) R.C.C. leak proof overhead reservoir will be provided at the top as per design.

b) Suitable electric pump will be installed at the ground floor to deliver water to overhead reservoir to ensure round the clock water supply.

11. SEWERAGE AND DRAINAGE Septic tank of suitable size, soil link, outlets, from toilets, along with catch pits for collecting sater, and water from kitchen shall be provided, wherever necessary both soil and rain water lines shall be connected. Sewerage/drainage liens according to the Sanctioned plan.

12. COMPOUND:

Compound wall will be paved wherever required and shall be round with wall and round along with a main gate for entrance.

13. WHITE WASH & COLOUR WASH:

a) The building shall be painted externally with cement based coloured paint such as snowcem.

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[Handwritten initials]



Apurva Sanwar

(33)

b) The inside of the building shall be finished with putti.

14. Collapsible Gate of the Main entrance of the Owner have provided by the Developer.

Note: For any extra works apart from the above-stated specifications will have to be borne by the Owner.

THE SCHEDULE - III ABOVE REFERRED TO

(OWNER'S ALLOCATION)

ALL THAT the 40% share upon construction over the schedule land as per sanction building plan, sanctioned by Baruipur Municipality together with proportionate right of Land along with proportionate right to use the vacant space and roof. The Developer shall issued a Possession Letter in respect of Owner's Allocation after habitable Condition of the project as per building sanction plan N.B- After obtaining the sanction building plan, both the parties shall executed a supplementary development Agreement for Specification of Flats, Car Parking Space or Commercial Space etc. and Choice shall be 50:50 between the parties,

THE SCHEDULE - IV ABOVE REFERRED

APM
Adm

Sanjour Sanjour

(34)

TO (DEVELOPERS' ALLOCATION)

ALL THAT the remaining part of the building made by the Sanctioned Plan except owners' allocation.

SCHEDULE - V (Common Portion)

1. Land on which the building is located and all easements right, and appurtenances belonging to the said property and the building Staircase on all the floors.
2. Staircase landings on all floor
3. Common passage and lobby on the ground floor excepting for parking space area if any.
4. Water pump water tank water pipes and other common plumbing installations.
5. Electrical substation, electrical, wiring meter room generator room and fittings.
6. Water and sewage evacuation pipes from the units to drains and sewers common to the building(s).

Sanjour

Dipankar

(35)

7. Drainage, sewers and pipes from the building to the Baruipur Municipality drainage.
8. Pump room.
9. Boundary walls and main gates.
10. Ventilation duct.
11. Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to user and occupancy of the unit in common and as are specified by the Developers expressly to be the common parts after construction of the building.
12. Lift facility on each floors.
13. Transformer.

THE SCHEDULE - VI ABOVE REFERRED TO (COMMON EXPENSES)

The expenses for maintenance, operating while washing painting, repairing, changing or replacing or shifting, redecorating and cleaning, lighting of all common bath rooms, the outer walls of the buildings parking space, boundary walls staircase, roof foundation wall, main gate landings, water

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Dipankar Sanyal

(36)

Pump and sanitary pipes, gas pipes etc. and all other spaces and installations for common use.

Cost of periodically inspecting servicing maintaining and ensuring if any stand by electrical and mechanical equipments and other plants and machinery in the building

THE SCHEDULE-VII ABOVE REFERRED TO

(Common Rights)

1. The clear uninterrupted right of access in common with the owner and/or owner and/or other occupiers of the said buildings of all times and for all purpose connected with the use and enjoyment of the staircases, electrical installations, landings, lobbies, common toilets, main gate of the buildings and premises and premises roof, terrace, the passage leading to the building and staircase save and except the unconverted car parking spaces in the passage.
2. The right way in the common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the flat/unit over and along with the drive way and pathway comprised in the said building.
3. The right of protection of the said flat/unit by or from all parts of the building so far they now protect the same.

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Dejanar Saman

(37)

4. The right of passage in common as aforesaid electricity and soil from and to the said Oat/ unit through out pipes, drains wires and conduits or beings in under through out pipes, drains, wires and conduits or being in under through or over the said building and premises so far purpose of rebuilding repainting or cleaning any parts of the said flat/unit in so far as such repairing or cleaning as aforesaid cannot be reasonable carried out without such entry.

IN WITNESS WHERE OF the parties above named have hereunto set and subscribed their respective hands to these presents on the day, month and year first above written

SIGNED, SEALED AND DELIVERED by the Parties

above named in presence of

[Handwritten signatures]

(38)

WITNESSES:

1. Sahabuddin Khan
W-11- Ratanpur.

2. Phani Bheeshan Sarkar
Sachinpur, (Bdala)
Barui-pur KOL- 144

Ripankar Sarkar

Signature of the OWNER

Sowik Sarkar

Signature of the DEVELOPER

Drafted and prepared by:

Mosarrat Hossain Khan
Advocate
MOSARRAF HOSSAIN KHAN

Advocate













Barui-pur Civil & Criminal Court

Enrolment No.: WB/925/2001

M.:9831909331/7003064916.

Typed by:













Abdul Jabbar Gazi
Abdul Jabbar Gazi, Barui-pur

		Thumb	Index finger	Middle finger	Ring finger	Little finger
	Left hand					
		Thumb	Index finger	Middle finger	Ring finger	Little finger
	Right hand					

Dipankar Sarkar

NAME : DIPANKAR SARKAR

SIGNATURE : *Dipankar Sarkar*

		Thumb	Index finger	Middle finger	Ring finger	Little finger
	Left hand					
		Thumb	Index finger	Middle finger	Ring finger	Little finger
	Right hand					

Souvik

NAME : SOVIK SARKAR

SIGNATURE : *Souvik Sarkar*

		Thumb	Index finger	Middle finger	Ring finger	Little finger
	Left hand					
	Right hand					

NAME :

SIGNATURE : _____









Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. BARUIPUR, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16113002779000/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category		Finger Print	Signature with date
1	Dipankar Sarkar Subuddhipur Beltala, City:- , P.O:- Baruipur, P.S:-Baruipur, District:- South 24-Parganas, West Bengal, India, PIN:- 700144	Land Lord			<i>Dipankar Sarkar</i> 23/11/2023
Sl No.	Name of the Executant	Category		Finger Print	Signature with date
2	Souvik Sarkar Subuddhipur Beltala, City:- , P.O:- Baruipur, P.S:-Baruipur, District:- South 24-Parganas, West Bengal, India, PIN:- 700144	Developer			<i>Souvik Sarkar</i> 23/11/23
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Sahabuddin Laskar Son of Miyajan Laskar Ratanpur, City:- , P.O:- Mirpur Doulatpur, P.S:- Baruipur, District:- South 24-Parganas, West Bengal, India, PIN:- 743610	Dipankar Sarkar, Souvik Sarkar 			<i>Sahabuddin Laskar</i> 23/11/23

Subhrangshu Shekhar Mandal
(Subhrangshu Shekhar Mandal)

DETAILS OF IDENTIFIER WITH PHOTO

(শনাক্তকারীর সচিত্র বিবরণ)

PHC

Saha



1. NAME (নাম) :- Sahabuddin Kusravar

2. FATHER/HUSBAND NAME (পিতা/স্বামীর নাম) :- Mirajam Kusravar

3. OCCUPATION (পেশা) :- Business

4. PERMANENT ADDRESS (স্থায়ী ঠিকানা)

VILLAGE/TOWN (গ্রাম) :- Ratan Pmr. POST

OFFICE (পোস্ট অফিস) :- Mir Pmr Doulat Pmr

POLICE STATION (থানা) :- Barui Pmr. PIN :- 743610

DISTRICT (জেলা) :- South M Pgs. STATE (রাজ্য) :- West Bengal

5. RELATIONSHIP WITH SELLER BUYER (দলিলের বিক্রেতা/দাতা গনের সহিত সম্পর্ক)

6. AADHAR NO: PAN

EPIC NO: IT K 24 77 626 MOBILE NO: 7001336845

আমি (শনাক্তকারী) Sahabuddin Kusravar অএ দলিলের

(Query No.) 3002779000/2023 বিক্রেতা / দাতা গনকে শনাক্ত করিলাম।

7. as identifier identifying the executants of the concerned deed (Query No).....

Sahabuddin Kusravar

IDENTIFIER SIGNATURE

(শনাক্তকারীর স্বাক্ষর)



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



231120232029336361

GRIPS Payment Detail

GRIPS Payment ID:	231120232029336361	Payment Init. Date:	23/11/2023 16:02:43
Total Amount:	2041	No of GRN:	1
Bank/Gateway:	State Bank of India	Payment Mode:	Online Payment
BRN:	CKY7508853	BRN Date:	23/11/2023 16:04:30
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

Depositor Details

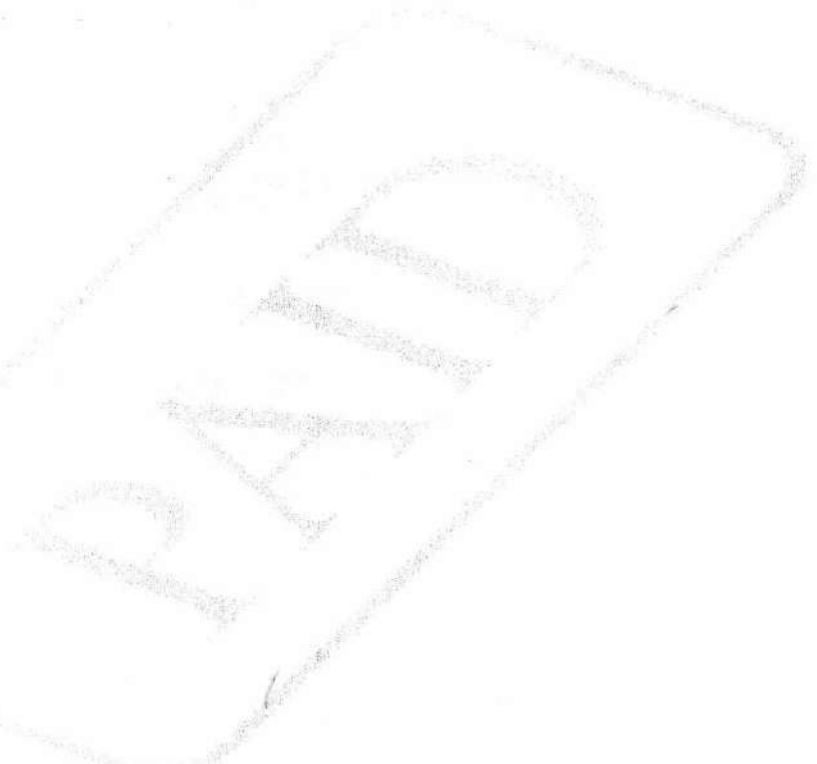
Depositor's Name: SOUVIK SARKAR
Mobile: 9836020067

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240293363621	Directorate of Registration & Stamp Revenue	2041
Total			2041

IN WORDS: TWO THOUSAND FORTY ONE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





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



192023240293363621

GRN Details

GRN: 192023240293363621 Payment Mode: Online Payment
GRN Date: 23/11/2023 16:02:43 Bank/Gateway: State Bank of India
BRN: CKY7508853 BRN Date: 23/11/2023 16:04:30
GRIPS Payment ID: 231120232029336361 Payment Init. Date: 23/11/2023 16:02:43
Payment Status: Successful Payment Ref. No: 3002779000/3/2023
[Query No*/Query Year]

Depositor Details

Depositor's Name: SOUVIK SARKAR
Address: SUBUDDHIPUR BELTALA BARUIPUR SOUTH 24 PGS , West Bengal, 700144
Mobile: 9836020067
Contact No: 7001336545
Depositor Status: Buyer/Claimants
Query No: 3002779000
Applicant's Name: Mr Sahabuddin Laskar
Address: A.D.S.R. BARUIPUR
Office Name: A.D.S.R. BARUIPUR
Identification No: 3002779000/3/2023
Remarks: Sale, Development Agreement or Construction agreement Payment No 3
Period From (dd/mm/yyyy): 23/11/2023
Period To (dd/mm/yyyy): 23/11/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	3002779000/3/2023	Property Registration- Stamp duty	0030-02-103-003-02	2020
2	3002779000/3/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	2041

IN WORDS: TWO THOUSAND FORTY ONE ONLY.

Major Information of the Deed

Deed No :	I-1611-09930/2023	Date of Registration	24/11/2023
Query No / Year	1611-3002779000/2023	Office where deed is registered	
Query Date	07/11/2023 3:38:53 PM	A.D.S.R. BARUIPUR, District: South 24-Parganas	
Applicant Name, Address & Other Details	Sahabuddin Laskar Baruipur, Thana : Baruipur, District : South 24-Parganas, WEST BENGAL, Mobile No. : 7001336545, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 2,00,000/-	Rs. 40,09,087/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 7,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Baruipur, Municipality: BARUIPUR, Road: Beltala Road, Mouza: Subuddhipur, , Ward No: 2, Holding No:695 JI No: 32, Pin Code : 700144

Sch No	Plot Number	Khatlan Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-643	RS-881	Bastu	Shali	2 Dec	1,00,000/-	7,63,636/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
L2	RS-645	RS-881	Bastu	Shali	8.5 Dec	1,00,000/-	32,45,451/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
		TOTAL :			10.5Dec	2,00,000 /-	40,09,087 /-	
		Grand Total :			10.5Dec	2,00,000 /-	40,09,087 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Dipankar Sarkar (Presentant) Son of Satya Gopal Sarkar Subuddhipur Beltala, City:- , P.O:- Baruipur, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 700144 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ajxxxxxx7f, Aadhaar No: 37xxxxxxx2819, Status :Individual, Executed by: Self, Date of Execution: 23/11/2023 , Admitted by: Self, Date of Admission: 23/11/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 23/11/2023 , Admitted by: Self, Date of Admission: 23/11/2023 ,Place : Pvt. Residence</p>

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Souvik Sarkar Son of Phanibhuskan Sarkar Subuddhipur Beltala, City:- , P.O:- Baraipur, P.S:-Baraipur, District:-South 24- Parganas, West Bengal, India, PIN:- 700144 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: dcxxxxxx0e, Aadhaar No: 31:xxxxxxxx4096, Status :Individual, Executed by: Self, Date of Execution: 23/11/2023 , Admitted by: Self, Date of Admission: 23/11/2023 ,Place : Pvt. Residence</p>

Identifier Details :

Name	Photo	Finger Print	Signature
<p>Sahabuddin Laskar Son of Miyajan Laskar Ratanpur, City:- , P.O:- Mirpur Doulatpur, P.S:-Baraipur, District:-South 24- Parganas, West Bengal, India, PIN:- 743610</p>			
Identifier Of Dipankar Sarkar, Souvik Sarkar			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Dipankar Sarkar	Souvik Sarkar-2 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Dipankar Sarkar	Souvik Sarkar-8.5 Dec

Endorsement For Deed Number : I - 161109930 / 2023

On 07-11-2023

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 40,09,087/-

Subhramandal

Subhramangshu Shekhar Mandal
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BARUIPUR
South 24-Parganas, West Bengal

On 23-11-2023

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

Presented for registration at 16:30 hrs on 23-11-2023, at the Private residence by Dipankar Sarkar ,Executant.

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

Execution is admitted on 23/11/2023 by 1. Dipankar Sarkar, Son of Satya Gopal Sarkar, Subuddhipur Beltala, P.O: Baruiপুর, Thana: Baruiপুর, , South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by Profession Service, 2. Souvik Sarkar, Son of Phanibhushan Sarkar, Subuddhipur Beltala, P.O: Baruiপুর, Thana: Baruiপুর, , South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by Profession Business

Indetified by Sahabuddin Laskar, , , Son of Miyajan Laskar, Ratanpur, P.O: Mirpur Doulatpur, Thana: Baruiপুর, , South 24-Parganas, WEST BENGAL, India, PIN - 743610, by caste Muslim, by profession Business

Subhramandal

Subhramangshu Shekhar Mandal
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BARUIPUR
South 24-Parganas, West Bengal

On 24-11-2023

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/11/2023 4:04PM with Govt. Ref. No: 192023240293363621 on 23-11-2023, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKY7508853 on 23-11-2023, 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 5,000.00/-, by online = Rs 2,020/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10.00/-

2. Stamp: Type: Impressed, Serial no 5042, Amount: Rs.5,000.00/-, Date of Purchase: 23/11/2023, Vendor name: S GAZI

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 23/11/2023 4:04PM with Govt. Ref. No: 192023240293363621 on 23-11-2023, Amount Rs: 2,020/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKY7508853 on 23-11-2023, Head of Account 0030-02-103-003-02

S. Mandal

**Subhrangshu Shekhar Mandal
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BARUIPUR
South 24-Parganas, West Bengal**