

2-9309

D-9073/2023



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

K 850179

9 2281397/23

AC 10/11/23

... The Government of West Bengal ...  
 ... The Government of West Bengal ...  
 ... The Government of West Bengal ...

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** is made on this

the 10<sup>th</sup> day of November Two Thousand Twenty Three(2023).

BETWEEN



**SRI SUBHASIS BOSE (PAN-AJEPB2757J, Aadhaar No.2039 2770 3363, Ph-9831533030)** son of Sri Sanjay Bose, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at Teghoria, P.O. R.K.,Pally, P.S. Narendrapur, Kolkata-700 150, District South 24-Parganas, hereinafter called and referred to as the **“OWNER”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART/ FIRST PARTY**.

**AND**

**“BOSE ENGINEERING AND CONSTRUCTION”( GSTIN-19BHAPB4543HIZM, PAN-BHAPB4543H),** a Proprietorship Firm, having its office at 3218 Sonarpur Station Road, Teghoria, R.K.Pally, P.O.R.K.Pally, P.S.Narendrapur Kolkata - 700 150, District-South 24-Parganas, being represented by its sole Proprietor, **SRI SANJAY BOSE,(PAN-BHAPB4543H Aadhaar No.6512 4428 5716, Ph-9433527137),**son of Late Shambhu Nath Bose, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at Teghoria, P.O. R.K.,Pally, P.S. Narendrapur, Kolkata-700 150, District South 24-Parganas,,hereinafter called and referred to as the **“DEVELOPER/PROMOTER”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his successors-in-office interest, executors, legal representatives, administrators and assigns) of the **OTHER PART/ SECOND PARTY**.

**WHEREAS** the Owner/First Party is lawfully seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of Danga at present converted Bastu land measuring more or less 5 Cottahs 1 chattak out of 39 Decimals along with a (G+III) storied sanctioned Permit No. SWS-OBPAS/2207/2023/1044 dated 06/06/2023 situated and lying at Mouza-Rajpur, J.L.No.55, R.S.No.109 Touzi No.256, Pargana-Medanmolla, P.S.Sonarpur, A.D.S.R.office at Sonarpur, comprising in R.S.& L.R.Dag No.2193 appertaining to R.S.Khanda Khatian No.2465 coming from Khatian No.394 &

R.S.Khanda Khatian No.2467 coming from Khatian No.934, L.R.Khatian No.3196,, Holding No.207, M N Roy Road, Ward No.16, under Rajpur-Sonarpur Municipality, District-South 24-Parganas, Kolkata-700149( hereinafter called the SAID PROPERTY)fully described in the First Schedule hereunder written.

**AND WHEREAS** One Lalit Mohan Ghosh and Gostha Bihari Ghosh, both sons of Late Shyama Charan Ghosh were seized and possessed of or other wise well and sufficiently entitled to all that piece and parcel Danga Land measuring 39 decimals of Rajpur, Mouza, J.L.No.55, R.S.No.109 Touzi No.256, Pargana-Medanmolla, P.S.Sonarpur, A.D.S.R.office at Sonarpur, comprising in R.S.Dag No.2193 appertaining to R.S.Khanda Khatian No.2465 coming from Khatian No.394 & R.S.Khanda Khatian No.2467 coming from Khatian No.934 as per Revisional settlement Records of rights and enjoying every right, title and interest over the said property without interruption , claim and demand whatsoever.

**AND WHEREAS** the said Lalit Mohan Ghosh and Gostha Bihari Ghosh, both sons of Late Shyama Charan Ghosh executd a deed of partition on 13/08/1962 regarding the aforesaid property and others registered at S.R.Baruipur office and recorded in Book No.I, being No.7931 for the year 1962.

**AND WHEREAS** by virtue of partition deed No.7931 for the year 1962, the said Gostha Behari Ghosh got the total area of aforesaid property and others.

**AND WHEREAS** the said Gostha Behari Ghosh, son of Late Shyama Charan Ghosh died intestate leaving behind him his wife ,Smt. Durgabala Ghosh , four sons, namely Prakash Chandra Ghosh, Pratap Ghosh, Subrata Ghosh & Hiralal Ghosh and three daughters, namely, Dipali Ghosh, Shefali Ghosh & Rupali Ghosh as his sole legal heirs and successors and each having 1/8th undivided share of the Late Gostha Behari Ghosh.

**AND WHEREAS** the said Rupali Ghosh executed a General Power of attorney



regarding the aforesaid property and others on 3/8/1987 to his brother, Sri Hiralal Ghosh, registered at Sonarpur A.D.S.R. office and recorded in Book No.IV, being No.44 for the year 1987..

**AND WHEREAS** the said Smt. Shefali Ghosh executed a General Power of attorney regarding the aforesaid property and others on 3/8/1987 to his brother, Sri Subrata Ghosh, registered at Sonarpur A.D.S.R. office and recorded in Book No.IV, being No.45 for the year 1987..

**AND WHEREAS** the said Smt. Durgabala Ghosh & Smt. Dipali Ghosh jointly executed a General Power of attorney regarding the aforesaid property and others on 3/8/1987 to his brother, Sri Pratap Ghosh, registered at Sonarpur A.D.S.R. office and recorded in Book No.IV, being No.46 for the year 1987.

**AND WHEREAS** the said Prakash Chandra Ghosh and others executed a deed of partition on 28/8/1987 regarding the aforesaid property and others registered at Sonarpur A.D.S.R. office and recorded in Book No.1, Volume No.52, Pages- 385 to 402, being No.3995 for the year 1987.

**AND WHEREAS** by virtue of aforesaid partition deed No.3995 for the year 1987, the said Smt. Durgabala Ghosh , Pratap Ghosh, Subrata Ghosh , Hiralal Ghosh , Dipali Ghosh, Shefali Ghosh & Rupali Ghosh being the second part of the said partition deed and also got the total property of the aforesaid land and also other's property in Schedule Kha of the aforesaid partition deed.

**AND WHEREAS** the said Smt. Durgabala Ghosh , Pratap Ghosh, Subrata Ghosh , Hiralal Ghosh , Dipali Ghosh, Shefali Ghosh & Rupali Ghosh executed a deed of partition on 30/03/1988 registered at Sonarpur A.D.S.R. office and recorded in Book No.I, Volume No.26, Pages- 443 to 455, being No.2039 for the year 1988.

**AND WHEREAS** by virtue of aforesaid partition deed No.3039 for the year 1988, the said Sri Hiralal Ghosh being the 4th party of the aforesaid partition deed and also got the land measuring  $51\frac{7}{8}$  decimals including the area of 26 decimals out of 39 decimals of Rajpur Mouza, J.L.No.55 comprising in R.S.Dag No.2193.

**AND WHEREAS** the Said Sri Hiralal Ghosh gave the land measuring more or less 7 Cottahs out of 26 decimals out of 39 decimals of Rajpur Mouza, J.L.No.55 comprising in R.S.Dag No.2193. on 18/08/2003 to his wife, Smt. Sujata Ghosh by a registered deed of gift registered at A.D.S.R.Sonarpur and recorded in Book No.1, Volume No.118, Pages- 69 to 74, being No.6698 for the year 2003.

**AND WHEREAS** by virtue of aforesaid gift deed, the said Smt. Sujata Ghosh became the absolute owner of the aforesaid area of 7 Cottahs of land being Plot No.B-2, and also she got the property recorded in her name in Municipal office (vide Holding No.165) and paid the tax upto date.

**AND WHEREAS** the said Hiralal Ghosh and Smt. Sujata Ghosh jointly sold, transferred and conveyed the land measuring more or less 5 Cottah 1 Chattaks being plot Nos. B-1(P) & B-2(Part) on 23/04/2010 to SRI DHANANJAY MONDAL registered at Sonarpur A.D.S.R.office and recorded in Book No.1, C.D. Volume No.13, Pages- 3638 to 3658, being No.04507 for the year 2010.

**AND WHEREAS** by virtue of the aforesaid registered deed of sale the said SRI DHANANJAY MONDAL became the absolute owner of land measuring more or less 5 Cottahs 1 Chattaks situate and lying at Mouza-Rajpur, J.L.No.55, R.S.No.109, Touzi No.256, Pargana-Medanmolla, P.S.Sonarpur, A.D.S.R.office at Sonarpur comprising in R.S.Dag No.2193 appertaining to R.S.Khanda Khatian No.2465 coming from Khatian No.394 & R.S.Khanda Khatian No.2467 coming from Khatian No.934, Ward No.16, under Rajpur-Sonarpur Municipality, District-South 24-Parganas, Kolkata-700149 and duly mutated his name in the Assessment Register of the Rajpur-Sonarpur Municipality in re-



spect of the aforesaid property and paying taxes regularly in her own name to the said office of the Rajpur-Sonarpur Municipality in respect of the above mentioned landed property now being known numbered and distinguished as the Holding No.207,M.N.Roy Road P.O.Rajpur. P.S.Sonarpur, Kolkata-700 149 under the limits of the Rajpur-Sonarpur Municipality, ward No.16,

**AND WHEREAS** thus the said SRI DHANANJAY MONDAL became the absolute owner of all that Danga land measuring more or less 5 Cottahs 1 chattak out of 39 Decimals situate and lying at Mouza-Rajpur, J.L.No.55, R.S.No.109 Touzi No.256, Pargana-Medanmolla, P.S.Sonarpur, A.D.S.R.office at Sonarpur, comprising in R.S.Dag No.2193 appertaining to R.S.Khanda Khatian No:2465 coming from Khatian No.394 & R.S.Khanda Khatian No.2467 coming from Khatian No.934, Holding No.207, M N Roy Road, Ward No.16, under Rajpur-Sonarpur Municipality, District-South 24-Parganas, Kolkata-700149,(SAID PROPERTY).

**AND WHEREAS** the said Sri Dhananjay Mondal sold, transferred and conveyed the land measuring more or less Danga land measuring more or less 5 Cottahs 1 chattak out of 39 Decimals situate and lying at Mouza-Rajpur, J.L.No.55, R.S.No.109 Touzi No.256, Pargana-Medanmolla, P.S.Sonarpur, A.D.S.R.office at Sonarpur, comprising in R.S.Dag No.2193 appertaining to R.S.Khanda Khatian No.2465 coming from Khatian No.394 & R.S.Khanda Khatian No.2467 coming from Khatian No.934, Holding No.207, M N Roy Road, Ward No.16, under Rajpur-Sonarpur Municipality, District-South 24-Parganas, Kolkata-700149,(SAID PROPERTY) on 16/03/2022 to **SRI SUBHASIS BOSE(Owner herein)** registered at Sonarpur A.D.S.R.Office and recorded in Book No.I, Volume No.1608-2022, Pages-62471 to 62498, being No.02401 for the year 2022.

**AND WHEREAS** by virtue of aforesaid sale deed, the said **SRI SUBHASIS BOSE(Owner herein)** became the absolute owner of the aforesaid area of land and also he got the property recorded in his name L.R.Records of rights , vide L.R.Khatian No.3196

and also duly mutated his name in the Assessment Register of the Rajpur- Sonarpur Municipality in respect of the aforesaid property and paying taxes regularly in his name to the said office of the Rajpur-Sonarpur Municipality in respect of the above mentioned landed property now being known numbered and distinguished as the Holding No 207 M N Roy Road, under the limits of the Rajpur-Sonarpur Municipality, ward No.16 hereinafter called the **SAID PREMISES**) which is morefully and particularly described in the First Schedule hereunder written .

**AND WHEREAS** the said Owner/First Party also converted the aforesaid land from B.L. & L.R.Sonarpur, vide Application dated-05/04/2023 vide Memo No.41/Conv/2210/BLR-SNP/23 dated 05/06/23 and also conversion is allowed vide case No.CN/2023/1615/2369).

**AND WEREAS** the said Owner/First Party became the absolute owner of the Danga at present converted Bastu land measuring more or less 5 Cottahs 1 chattak out of 39 Decimals situate and lying at Mouza-Rajpur, J.L.No.55, R.S.No.109 Touzi No.256, Pargana-Medanmolla, P.S.Sonarpur, A.D.S.R.office at Sonarpur, comprising in R.S.& L.R.Dag No.2193 appertaining to R.S.Khanda Khatian No.2465 coming from Khatian No.394 & R.S.Khanda Khatian No.2467 coming from Khatian No.934, L.R.Khatian No.3196, Holding No.207, M N Roy Road, Ward No.16, under Rajpur-Sonarpur Municipality, District-South 24-Parganas, Kolkata-700149( hereinafter called the said premises ) fully described in the First Schedule hereunder written.

**AND WHEREAS** a building plan of the said premises was sanctioned on 06/06/2023 vide Building Permit No.SWS-OBPAS/2207/2023/1044 by the authority of Rajpur-Sonarpur Municipality in the name of Vendor for construction of a **(G+III) storied building** for residential & commercial purposes and has been named "**SUN VIEW APARTMENT**".

**AND WHEAS** the Owner/First party is desirous of developing the said premises by constructing a multi-storied building according to modern test, design and architecture in



accordance with aforesaid building plan which was duly sanctioned by the authority of Rajpur-Sonarpur Municipality.

**AND WHEREAS** the aforesaid representation of the Owner/First party and subject to verification of title of the owner concerning the said premises, the Developer/second party has agreed to develop the said premises in accordance with the sanctioned plan on the terms and conditions hereinafter appearing :-

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

1. **DEFINITION** :- unless there is anything repugnant to the subject pr context.
  - a) **OWNERS** :- shall mean as mentioned above.
  - b) **DEVELOPER/PROMOTER** :-“**BOSE ENGINEERING AND CONSTRUCTION**” a Proprietorship Firm
  - c) **TITLE DEEDS** :- shall mean all the documents referred to herein above recital.
  - d) **PREMISES** :- shall mean all that piece and parcel of Danga at present converted Bastu land measuring more or less 5 Cottahs 1 chattak out of 39 Decimals alongwith a (G+III) storjed sanctioned Permit No. SWS-OBPAS/2207/2023/1044 dated 06/06/2023 situated and lying at Mouza-Rajpur, J.L.No.55, R.S.No.109 Touzi No.256, Pargana-Medanmolla, P.S.Sonarpur, A.D.S.R.office at Sonarpur, comprising in R.S.& L.R.Dag No.2193 appertaining to R.S.Khanda Khatian No.2465 coming from Khatian No.394 & R.S.Khanda Khatian No.2467 coming from Khatian No.934, L.R.Khatian No.3196,.Holding No.207, M N Roy Road, Ward No.16, under Rajpur-Sonarpur Municipality, District-South 24-Parganas, Kolkata-700149.
  - e) **BUILDING** : shall mean the building or buildings to be constructed on the said premises including car Parking area.



- f) **COMMON FACILITIES AND AMENITIES :-** shall include corridors, stairways, passage ways, driveways, common lavatories, Lift ,pump room, tube well, ground water reservoir, overhead water tank, water pump etc.
- g) **SALEABLE SPACE :** shall mean be space in the building available for independent use and occupation after making due provisions for common facilities and the space required therefore.
- h) **OWNER'S ALLOCATION :-** Shall men get entire Second and Third Floor of the proposed sanctioned building Plan which had already sanctioned by the authority of Rajpur-Sonarpur Municipality , i.e. 6 nos of flat each floor being 3 nos of flat alongwith 3 nos of Carparking space ,i.e. 1,2,3 on the Ground Floor and 50 % of the total sanctioned commercial space on the Ground floor including proportionate share in land and in the common areas' facilities and amenities of the total constructed area in the building to be constructed on the said premises and the said total commercial area sold jointly Owner and Developer which . fully described in the Second shedule hereunder written. .
- i) **DEVELOPERS'/PROMOTERS' ALLOCATION:-** shall mean get entire First of the proposed sanctioned building Plan which had already sanctioned by the authority of Rajpur-Sonarpur Municipality , i.e. 3 nos of flat on the First floor alongwith 1 no of Carparking space ,i.e. 4 on the Ground Floor and 50 % of the total sanctioned commercial space on the Ground floor including proportionate share in land and in the common areas' facilities and amenities of the total constructed area in the building to be constructed on the said premises and the said total commercial area sold jointly Owner and Developer which . fully described in the Third shedule hereunder written. after allocation to the owner.
- j) **THE ARCHITECT :-** shall mean such persons who may be appointed by the Developer for both designing and planning the building on the said premises.

- k) **BUILDING PLAN** :-Vide Sanctioned Permit No. SWS-OBPAS/2207/2023/1044 dated 06/06/2023 for construction of (G+III) Storeid building and has been named SUN VIEW APARTMENT.
- l) **TRANSFER** :- with its grammatical variation shall include possession under a Agreement or part performance of a contract and by any other means according to Transfer Properties Act, 1882.
- m) **TRANSFREE** : shall mean and person, firm, limited Company, Association of persons or body of individuals to whom any space in the building has been transferred.
- n) **SUPER BUILT UP AREA** :- shall mean the sum of areas of a flat, i.e. the multiplication of length and breadth, which will be measured from wall to wall externally in both length and breadth side and 25% of that area.
- o) **SUBMISSION OF THE DOCUMENTS** : At the time of agreement all the original deeds, tax receipt, documents, and all other related necessary papers in original shall be submitted by the owner to the Developer and against this submission the Developer shall issue a proper receipt to the Land Owner for hIS documents. These documents are required for the sanction of plan of the building, Mutation , Conversion , execution of the building, selling of the flats of developer's allocation and all other allied jobs.
2. **THIS AGREEMENT** shall be deemed to have commenced on and with effect from the date of registration
3. **THE OWNER DECLARE AS FOLLOWS** :-
- a) **THAT** owner/first party is absolutely seized and possessed of and or otherwise well and sufficiently entitled to the said premises.
- b) **THAT** the said premises is free from all encumbrances and the owner has a marketable title in respect of the said premises.
- c) **THAT** there is no excess vacant land at the said premises within the maaning of the Urban land (Ceiling and Regulation )Act. 1976.



4. **THE OWNER AND THE DEVELOPER/PROMOTER** declare and covenant as follows :-
- a) **THAT** the owner hereby grants, exclusive right to Developer to under take new construction on the said premises in accordance with Sanctioned Permit No. SWS-OBPAS/2207/2023/1044 dated 06/06/2023 for construction of (G+III) Storeid building and has been named SUN VIEW APARTMENT.
  - c) **THAT** on the date of execution of this agreement the owners shall deliver the possession of the said premises to the Developer whereof the developer shall take necessary steps at its sole discretion to comply the terms.
  - d) **THAT** the owners shall grants the developer or developer's agent/partner a Regd. Development Power of Attorney as may be required for the purpose of agreement for sale, deed of conveyance, obtaining sanction plan and all necessary permissions and sanction for different authorities in connection with the construction of the building and also for pursuing and following up the matter with the Rajpur-Sonarpur Municipality and other authorities.
  - e) **THAT** upon completion of the new buildings the Developer shall put the owner in undipute possession of the owner's allocation TOGETHER WITH the rights in common facilities and amenities.
  - f) **THAT** the owner and the developer shall be exclusively entitled to their respective share of allocation the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right , claim or interest therein whatsoever of the other and the owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.
  - g) **THAT** the developer shall at its own costs construct and complete the new building at the said premises in accordance with the sanctioned plan and confirming to such specification as are mentioned in the Annexure "A" hereunder writrten.

5. **THE OWNER HEREBY AGREED COVENANT WITH THE DEVELOPER**  
as follows :-
- a) NOT to cause any interference or hindrance in the construction of the said building at the said premises by the Developer.
  - b) TO remain bound to execute all agreement for sale or transfer concerning Developer's allocation of sanction area and other areas shall remain bound to execute a Development power of attorney empowering the developer or developer's agent to execute all such agreements for sale or transfer for and on behalf of the owners concerning Developer's allocation of the building at the said premises.
6. **THE DEVELOPER HEREBY AGREED AND COVENANT WITH THE OWNER**  
as follows :-
- a) TO complete the construction of the building within 18(Eighteen ) months from the date of signing this Agreement .If any uneven situation will arise for construction the time for Performance of the Contract shall be extended upto six months after extended period of 6 months ,
  - b) NOT to transfer and/or assign the benefits of this agreement or any portion thereof without the consent of the owners.
  - c) NOT to violate or contravenes any of the provision or rules applicable for construction of the said building.
  - d) NOT to do any act, deed or thing whereby the owners are prevented from enjoying selling assigning and/or disposing of any of the owner's allocation in the said building.
  - f) TO keep the owner indemnified against all third party claims and actions arising out of any sorts of act or commission of the developer is relation to the construction of the said building.



- g) TO keep the owner indemnified against all actions suits costs proceedings and claims that may be arise out of the developer's actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect therein.
- h) TO complete the construction of the building within 18 months from the date of Signing this Agreement. .If any uneven situation will arise for construction the time for Performance of the Contract shall be extended upto six months after extended period of 6 months ,

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

- i) The owner hereby under take that the developer shall be entitled to the said constructions and shall enjoy its allocated space without interference or disturbance provided the developer performs and fulfils all terms and conditions herein containing and/or on its part to be observed and performed.
- ii) That during the stipulated period if the **OWNER** die his the legal heirs shall have to abide by all the terms and conditions as within mentioned without raising any objection and then the fresh Development Power of Attorney shall have to be executed by the legal heirs of the present **OWNER**, if required, in favour of the **DEVELOPER** as and when they shall be informed; on the contrary if the proprietor/Developer dies during the stipulated period as within mentioned, the legal heirs of the proprietor/ Developer shall remain liable to complete the proposed construction and shall also abide by the terms and conditions of this agreement.

iii) The name & Style of the BUILDING shall be 'SUN VIEW APARTMENT.'

8) **LIQUIDATED DAMAGES AND PENALTY :-**

- A) The parties hereto shall not be considered to be liable for any obligation hereunder to ;the extent that the performance of the relative obligations prevented by the

existence of the FORCE MAJESURE conditions, i.e. Flood, earthquake, riot, war, strom, tempest, civilcommotion, strike and/or any other act or commission beyond the control of the parties.

B) If due to pay wilful act on the part of the developer the construction and completion of the building is delayed therein that event the developer shall be decided by the parties hereto or shall be determined by the Arbitrators to be appointed by both the parties according to Arbitration and conciliation Act,1996.

9) **JURISDICTION:-** all courts with in the limits of appear court, baruipur 2nd Muinshif Court, Addl.Court, South 24-parganas and Alipore court shall have the jurisdiction to entertain and determine all actions suit and proceeding arising out of these presents BETWEEN the parties hereto.

**THE FIRST SCHEDULE REFERRED TO ABOVE**

(Description of the land and Premises)

ALL THAT piece and parcel of Danga at present converted Bastu land measuring more or less 5 Cottahs 1 chattak out of 39 Decimals alogwith a (G+III) storied sanctioned Permit No. SWS-OBPAS/2207/2023/1044 dated 06/06/2023 situate and lying at Mouza-Rajpur, J.L.No.55, R.S.No.109 Touzi No.256, Pargana-Medanmolla, P.S.Sonarpur, A.D.S.R.office at Sonarpur, comprising in R.S.& L.R.Dag No.2193 appertaining to R.S.Khanda Khatian No.2465 coming from Khatian No.394 & R.S.Khanda Khatian No.2467 coming from Khatian No.934, L.R.Khatian No.3196,. Holding No.207, M N Roy Road, Ward No.16, under Rajpur-Sonarpur Municipality, District-South 24-Parganas, Kolkata-700149. which is butted and bounded as follows

:- On the North :-20 ft wide M.N.Roy Road

On the South:- Part of R.S.DagNo.2193

On the East :- Part of R.S.Dag No.2193(land of Pratap Ghosh)

On the West :- 16 ft wide M N Roy Road



**THE SECOND SCHEDULE REFERRED TO ABOVE**

**( Owners' allocation and consideration )**

Owner get entire Second and Third Floor of the proposed sanctioned building Plan which had already sanctioned by the authority of Rajpur-Sonarpur Municipality , i.e. 6 nos of flat each floor being 3 nos of flat alongwith 3 nos of Carparking space ,i.e. 1,2,3 on the Ground Floor and 50 % of the total sanctioned commercial space on the Ground floor including proportionate share in land and in the common areas' facilities and amenities of the total constructed area in the building to be constructed on the said premises and the said total commercial area sold jointly Owner and Developer

**THIRD SCHEDULE REFERRED TO ABOVE**

**DEVELOPER'S ALLOCATION**

The Developer get entire First of the proposed sanctioned building Plan which had already sanctioned by the authority of Rajpur-Sonarpur Municipality , i.e. 3 nos of flat on the First floor alongwith 1 no of Carparking space ,i.e. 4 on the Ground Floor and 50 % of the total sanctioned commercial space on the Ground floor including proportionate share in land and in the common areas' facilities and amenities of the total constructed area in the building to be constructed on the said premises except the owner's allocation. the said total commercial area sold jointly Owner and Developer.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Common rights and facilities)**

Pump and motor, Stair-case, common passage,, lift ,water lines, land, boundary wall, water tank and reservoir, fixtures and fittings, vacant space, roof and main entrance, gate, care-taker room, lift and toilet and also the Ground floor stair case shall be enjoyed by the OWNERS and also the intending Purchasers to whom the DEVELOPER shall sell the common land common area of proposed construction.

**(Common Expenses to be Paid Proportionately)**

Maintenance charges of lift , common electric, repairing of building, litigation, expenses, charge of sweeper and durwan etc.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signature and seal on this day month and year first above written.

SIGNED SEALED AND DELIVERED

in the presence of :

WITNESSES :-

- 1) Manoj Sinha  
Kounik Society  
Tagharia, R.K. Pally  
Kolkata - 700150
2. Sandeep Chakraborty -  
Advocate  
Baruipur Civil Court  
Baruipur, Kolkata - 749

*Subhasis Bose*

OWNER'S SIGNATURE

BOSE ENGINEERING & CONSTRUCTION

*Sanjay Bose*      *Bose*  
DEVELOPER'S SIGNATURE      *Proprietor*

Drafted and prepared by me :-

*Sandeep Chakraborty*

(SANDEEP CHAKRABORTY)

Advocate(F.No.419/555/2021),

Baruipur Civil Court.

SCHEDULE OF WORK : Annexure-A

(SPECIFICATION OF THE CONSTRUCTION)

1. **FLOORS** : The floors of bed rooms, living and dining room, kitchen, toilet, balcony would be finished with 2'0" x 2'0" ceramic Vitrified ivory tiles.



- 2 (A) **TOILET** : The wall of the toilet would be finished with Glazed tiles upto 6'-0" height from the floor with concealed pipe lines, for water supply. Also the toilet would be provided with white colour Indo Western Commode & Besin with reliance cistern (white), low down C.P. shower & Commode Shower, only, one Mixture tap would be provided.
- 2 (B) **WATER CLOSET (W.C)** : wall would be finished in glazed tiles upto 5'-0" height from the floor with concealed pipe lines for water supply and it would be provided with one white colour commode with low down P.V.C. cistern, one water tap..
3. **DOORS** : All door frames would be made of Flashed Door painted in colours. All doors would be 32 mm thick flush doors fitted with standard fittings. All doors would be painted in colours by Berger Paints),.
4. **WINDOWS** : All the window would be provided with ALUMINIUM window with steel guard bar and would be finished in colour.
5. **KITCHEN** : One Granite cooking platform fitted with Stainless Steel sink and workself (under the cooking platform). Upto 2'-6" plain white glazed tiles will be fitted on back wall of the cooking platform.
6. **ELECTRICAL WIRING AND FITTINGS :**
- A) Full concealed wiring.
  - B) One electrical calling bell point.
  - C) Bed room would be provided with two light points, one fan point, one 5 Amp power point, one 15 Amp combined computer point. and one split A.C. Point.
  - D) Living cum dining room would be provided with two light

points, two fan point, one 5 Amp power point, two 15 Amp power point for fridge, one 5 Amp power point for Washing Machine,

E) One light points and one 15 Amp power point, one 5 Amp plug point for Acquaguard and exhaust fan in the kitchen.

F) One light point only in each toilet/W.C with one 5 Amp plug point & one Gyser Point in toilet only.

G) One light point & two 5 Amp plug point in the balcony.

7. **WATER SUPPLY** : Water would be supplied from over head tank from deep tube well with submersible pump with custing overhead water tank..

8. **INSIDE WALL OF THE FLAT :**

Paris in all inside-walls.

10. **COLOUR OF THE BUILDING OUTSIDE :**

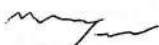
Cement based colour outside walls of the building, staircase will be finished by plaster of paris.

11. **STAIR CASE** : The floor of the stair case will be made of marble and wall of the stair case will be finish by plaster of paris.

12. **ROOF :** Roof Treatment shall be done by sika latex.

13) **Lift :** Of Four Passengers.

Printed by me









Sonarpur A.D.S.R.office,.



Photo	Laft Hand	Thumb	1st. Finger	Middle Finger	Ring Finger	Small finger
	Right Hand					

Name .....







Signature .....

	Laft Hand	Thumb	1st. Finger	Middle Finger	Ring Finger	Small finger
	Right Hand					

*Subhasis Bose*

Name ..... SUBHASIS BOSE .....

Signature ..... Subhasis Bose .....

	Laft Hand	Thumb	1st. Finger	Middle Finger	Ring Finger	Small finger
	Right Hand					

*Sanjay Bose*

Name ..... SANJAY BOSE .....

Signature ..... Sanjay Bose .....

Photo	Laft Hand	Thumb	1st. Finger	Middle Finger	Ring Finger	Small finger
	Right Hand					

Name .....

Signature .....

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



192023240280725251

GRN Details

GRN:	192023240280725251	Payment Mode:	Online Payment
GRN Date:	09/11/2023 08:21:54	Bank/Gateway:	State Bank of India
BRN :	CKY5981910	BRN Date:	09/11/2023 08:23:24
GRIPS Payment ID:	091120232028072524	Payment Init. Date:	09/11/2023 08:21:54
Payment Status:	Successful	Payment Ref. No:	2002781397/1/2023

[Query No\*/Query Year]

Depositor Details

Depositor's Name:	SUBHASIS BOSE
Address:	Tegharia
Mobile:	9830949694
Contact No:	9831595331
Depositor Status:	Advocate
Query No:	2002781397
Applicant's Name:	Mr Tarun Kanti Chakrabarti
Identification No:	2002781397/1/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	08/11/2023
Period To (dd/mm/yyyy):	08/11/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002781397/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	2020
2	2002781397/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
			<b>Total</b>	<b>2041</b>

IN WORDS: TWO THOUSAND FORTY ONE ONLY.



### Major Information of the Deed



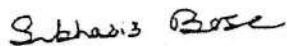
Deed No :	I-1608-09073/2023	Date of Registration	10/11/2023
Query No / Year	1608-2002781397/2023	Office where deed is registered	
Query Date	07/11/2023 7:28:49 PM	A.D.S.R. SONARPUR, District: South 24-Parganas	
Applicant Name, Address & Other Details	Tarun Kanti Chakrabarti Baruipur Civil Court, Thana : Baruipur, District : South 24-Parganas, WEST BENGAL, PIN - 700144, Mobile No. : 9831595331, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property. Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 5,00,000/-	Rs. 33,83,015/-		
Stampduty 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:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: M.N.ROY ROAD, Mouza: Rajpur, , Ward No: 16, Holding No:207 JI No: 55, Pin Code : 700149

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-2193/2465	RS-2465	Bastu	Danga	5 Katha 1 Chatak	5,00,000/-	33,83,015/-	Width of Approach Road: 20 Ft., ,Last Reference Deed No :1608-I -02401-2022
<b>Grand Total :</b>					<b>8.3531Dec</b>	<b>5,00,000 /-</b>	<b>33,83,015 /-</b>	

### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr Subhasis Bose</b> (Presentant) Son of Mr Sanjay Bose Executed by: Self, Date of Execution: 10/11/2023 , Admitted by: Self, Date of Admission: 10/11/2023 ,Place : Office	 10/11/2023	 Captured LTI 10/11/2023	 10/11/2023






Teghoria,, City:- Rajpur-sonarpur, P.O:- R K Pally, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ajxxxxxx7j, Aadhaar No: 20xxxxxxxx3363, Status :Individual, Executed by: Self, Date of Execution: 10/11/2023, Admitted by: Self, Date of Admission: 10/11/2023 ,Place : Office

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>BOSE ENGINEERING AND CONSTRUCTION</b> 3218 SONARPUR STATION ROAD, TEGHORIA,R K PALLY,p.S.NARENDRAPUR, City:- Rajpur-sonarpur, P.O:- R K PALLY, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150 , PAN No.:: BHxxxxxx3H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr SANJAY BOSE</b> Son of Late SHAMBHUNATH BOSE Date of Execution - 10/11/2023, , Admitted by: Self, Date of Admission: 10/11/2023, Place of Admission of Execution: Office		 Captured	
		Nov 10 2023 12:55PM	LTI 10/11/2023	10/11/2023
Teghoria, P.S.Narendrapur, City:- Rajpur-sonarpur, P.O:- R K Pally, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BHxxxxxx3H, Aadhaar No: 65xxxxxxxx5716 Status : Representative, Representative of : BOSE ENGINEERING AND CONSTRUCTION (as sole proprietor)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mrs Sathi Kar</b> Wife of Mr Palash Sarkar Baruipur Civil Court, City:- Baruipur, P.O:- Baruipur, P.S:-Baruipur, District:-South 24 -Parganas, West Bengal, India, PIN:- 700144		 Captured	
	10/11/2023	10/11/2023	10/11/2023
Identifier Of Mr Subhasis Bose, Mr SANJAY BOSE			

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	Mr Subhasis Bose	BOSE ENGINEERING AND CONSTRUCTION-8.35312 Dec



Endorsement For Deed Number : | - 160809073 / 2023

On 10-11-2023

**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.

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

Presented for registration at 12:11 hrs on 10-11-2023, at the Office of the A.D.S.R. SONARPUR by Mr Subhasis Bose ,Executant.

**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 33,83,015/-

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

Execution is admitted on 10/11/2023 by Mr Subhasis Bose, Son of Mr Sanjay Bose, Teghoria,, P.O: R K Pally, Thana: Sonarpur, , City/Town: RAJPUR-SONARPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by Profession Business

Identified by Mrs Sathi Kar, , , Wife of Mr Palash Sarkar, Baruipur Civil Court, P.O: Baruipur, Thana: Baruipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by profession Advocate

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

Execution is admitted on 10-11-2023 by Mr SANJAY BOSE, sole proprietor, BOSE ENGINEERING AND CONSTRUCTION (Sole Proprietorship), 3218 SONARPUR STATION ROAD, TEGHORIA,R K PALLY,p.S.NARENDRAPUR, City:- Rajpur-sonarpur, P.O:- R K PALLY, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150

Identified by Mrs Sathi Kar, , , Wife of Mr Palash Sarkar, Baruipur Civil Court, P.O: Baruipur, Thana: Baruipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700144, by caste Hindu, by profession Advocate

**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 09/11/2023 8:23AM with Govt. Ref. No: 192023240280725251 on 09-11-2023, Amount Rs: 21/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKY5981910 on 09-11-2023, 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: Impressed, Serial no 283, Amount: Rs.5,000.00/-, Date of Purchase: 06/11/2023, Vendor name: Sankar Kumar Sarkar

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/11/2023 8:23AM with Govt. Ref. No: 192023240280725251 on 09-11-2023, Amount Rs: 2,020/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKY5981910 on 09-11-2023, Head of Account 0030-02-103-003-02

Arindam Chakraborty  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SONARPUR  
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1608-2023, Page from 186133 to 186157

being No 160809073 for the year 2023.



AZ

Digitally signed by ARINDAM CHAKRABORTY  
Date: 2023.11.29 13:52:29 +05:30  
Reason: Digital Signing of Deed.

(Arindam Chakraborty) 29/11/2023  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SONARPUR  
West Bengal.