0.501011461/2015

050110.574/18



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

V 059298

Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the past at this documents.

DEVELOPMENT AGREEMENT 2 0 NOV 2015

THIS INDENTURE OF DEVELOPMENT AGREEMENT is made at Howrah,

on 20th day of November, 2015 (Two Thousand Fifteen), A.D.

DENS TO 3789 OFFICE 19/1/11
DENS TO Sharma
Solation Chilopers, Heree

সৈকত মেউর স্ট্যাম্প ছেন্ডার হাওড়া জালাক and display

Certified that the document is admitted to tregistration. The signature sheets and this document enterts effected with this document are the pag at this documents.

relaiges-due toliteid

GIOS VOH O

District Sub Registrar Howrah

2 .0 NOV 2015

IN BETWEEN

(1) SHRI TAPAS MAITY son of Late Balai Maity (PAN No. AFCPM0259A), by occupation Business, AND (2) SHRI RABINDRA NATH MAITY son of Late Kanailal Maity, (PAN No. AAVPM5566C) by occupation Business, all by Religion Hindu, all Indian National, all resident of Village Jujersah Dakshin Para, Post Office Jujersah, Police Station Panchla, District Howrah, PIN- 711302, hereinafter called the "LAND OWNERS/ LAND LORDS" (which term of expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, successors in interest and/or assigns) of the FIRST PARTIES.

AND

SHRI SUSHIL KUMAR SHARMA son of Late OMPROKASH SHARMA, (PAN BCLPS2701N), by Religion Hindu, Indian National, by occupation Business, resident of 65, Seikhpara Lane, P.O. Botanical Garden, P.S. Shibpur, Howrah-711103, hereinafter called the **DEVELOPER/BUILDER** (which expression shall unless excluded by or repugnant to the context hereof be deemed to include his legal heirs, successors, nominee or nominees in office) of the **SECOND PARTY**.

WHEREAS the Owners/First Parties are lawfully seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of the property more fully described in the 'A' schedule below free from all encumbrances, attachments, liens and lispendence whatsoever;



District Sub Registrar Howrah AND WHEREAS ALL THAT piece and parcel of Sali land measuring about 23 Decimals comprised in R.S. Dag No. 605 corresponding to L.R. Dag No. 643, appertaining to Khatian No. 459, J.L. No. 21, within Mouza Sankrailjala, Police Station Sankrail, District Howrah originally belonged to the joint Owners of SHRI GOBINDA KANRAR AND BONKU BEHARI KANRAR all resident of Sankrail, Dist. Howrah hereinafter referred collectively "said property";

AND WHEREAS while the said Owners SHRI GOBINDA KANRAR AND BONKU BEHARI KANRAR were in joint possession thereof they jointly sold, conveyed and transferred (according to Section 54 of Transfer of Property Act 1882) to SMT. RANI BALA KANRAR and SHRI ASUTOSH KANRAR by virtue of a Registered Deed of Sale dated 30/10/1961 registered before District Sub Registrar Howrah, being No. 3208 for the year 1961;

AND WHEREAS After having purchased the said property said SHRI ASUTOSH KANRAR during the course of enjoyment and possession thereof sold, and transferred (according to Section 54 of Transfer of Property Act 1882) land measuring about 11.50 Decimals comprised in R.S. Dag No. 605 corresponding to L.R. Dag No. 643, appertaining to Khatian No. 459, J.L. No. 21, within Mouza Sankrailjala, Police Station Sankrail, District Howrah to one HARIPADA MITRA resident of 166, Sarat Ghosh Garden Road, Dhakuria, Kolkata by virtue a Registered Deed of Sale registered before Additional District Sub Registrar Domjur, Howrah, being No. 1017 for the year 1963;

AND WHEREAS After further said RANI BALA KANRAR during the course of enjoyment and possession thereof sold, and transferred (according to Section 54 of Transfer of Property Act 1882) land measuring about 11.50 Decimals comprised in

R.S. Dag No. 605 corresponding to L.R. Dag No. 643, appertaining to Khatian No. 459, J.L. No. 21, within Mouza Sankrailjala, Police Station Sankrail, District Howrah to said **HARIPADA MITRA** resident of 166, Sarat Ghosh Garden Road, Dhakuria, Kolkata by virtue a Registered Deed of Sale registered before District Sub Registrar Howrah, being No. 1331 for the year 1964;

AND WHEREAS in the aforesaid manner said HARIPADA MITRA being the absolute owner of the said property while was in possession thereof he sold, conveyed and transferred (according to Section 54 of Transfer of Property Act 1882) the said land measuring about 23 Decimals comprised in R.S. Dag No. 605 corresponding to L.R. Dag No. 643, appertaining to Khatian No. 459, J.L. No. 21, within Mouza Sankrailjala, Police Station Sankrail, District Howrah to SHRI PARESH NATH HAZRA son of Late Kedar Nath Hazra, resident of Sankrailjala, P.S. Sankrail, Dist. Howrah by virtue of a Registered Deed of Sale dated 16/08/1980 registered before Additional District Sub Registrar Ranihati, being No. 2513 for the year 1980;

AND WHEREAS after having purchased the said property SHRI PARESH NATH HAZRA while was in possession and enjoyment thereof he sold, conveyed and transferred (according to Section 54 of Transfer of Property Act 1882) demarcated land measuring about 13 Decimals out of the total land 23 Decimals comprised in R.S. Dag No. 605 corresponding to L.R. Dag No. 643, appertaining to Khatian No. 459, J.L. No. 21, within Mouza Sankrailjala, Police Station Sankrail, District Howrah to his daughter-in-law SMT. JAYANTI HAZRA wife of Shri Jagabondhu Hazra, resident of Sankrailjala, P.S. Sankrail, Dist. Howrah by virtue of a Registered Deed of Sale dated 17th September 1986 registered before

Additional District Sub Registrar Ranihati, recorded in Book No. I, Volume No. 35, pages from 421 to 426, being No. 3051 for the year 1986;

AND WHEREAS after having purchased the said aforesaid land (13 Decimals)said SMT. JAYANTI HAZRA while was in possession and enjoyment thereof, she sold, conveyed and transferred (according to Section 54 of Transfer of Property Act 1882) demarcated land measuring about 6.25 Decimals out of the total land 13 Decimals together with structure, warehouse standing thereon comprised in R.S. Dag No. 605 corresponding to L.R. Dag No. 643, appertaining to Khatian No. 459, J.L. No. 21, within Mouza Sankrailjala, Police Station Sankrail, District Howrah to (1) SHRI TAPAS MAITY son of Shri Balai Maity AND (2) SHRI RABINDRA NATH MAITY son of Late Kanailal Maity all resident of Jujersah, Police Station Panchla, District Howrah by virtue of Registered Deed of Sale dated 18th July 1998 registered before Additional District Sub Registrar Ranihati, recorded in Book No. I, Volume No. 3, pages from 143 to 149, being No. 162 for the year 1999;

AND WHEREAS SMT. JAYANTI HAZRA further sold, conveyed and transferred (according to Section 54 of Transfer of Property Act 1882) residue land measuring about 6.25 Decimals together with structure, warehouse standing thereon comprised in R.S. Dag No. 605 corresponding to L.R. Dag No. 643, appertaining to Khatian No. 459, J.L. No. 21, within Mouza Sankrailjala, Police Station Sankrail, District Howrah to (1) SHRI TAPAS MAITY son of Shri Balai Maity AND (2) SHRI RABINDRA NATH MAITY son of Late Kanailal Maity all resident of Jujersah, Police Station Panchla, District Howrah by virtue of Registered Deed of Sale dated 18th July 1998 registered before Additional District Sub Registrar Ranihati, recorded in Book No. I, Volume No. 4, pages from 46 to 52, being No. 203 for the year 2000;

AND WHEREAS After the aforesaid purchase (1) SHRI TAPAS MAITY son of Shri Balai Maity AND (2) SHRI RABINDRA NATH MAITY son of Late Kanailal Maity FIRST PARTIES/OWNERS herein got their names mutated pertaining to his share (6.25 Decimals + 6.25 Decimals) R.S. Dag No. 605 corresponding to L.R. Dag No. 643, J.L. No. 21, within Mouza Sankrailjala, Police Station Sankrail, District Howrah UNDER L.R. KHATIAN NOS. 2537, 2538 respectively and have been paying all statutory out goings and impositions in respect of the above property which is more particularly mentioned in the 'A' SCHEDULE hereunder;

AND WHEREAS the First Party/Land Owners have jointly intended to develop the 'A' SCHEDULE mentioned property by constructing multistoried residential and commercial projects thereon after demolishing existing rooms, warehouse and structures thereon through suitable Developer who is expert in constructional affairs and having financial ability to substantialize the said project;

and whereas the Second party is the Developer-cum-Promoter and has been carrying on the business of construction of Ownership Flats and Housing and residential, commercial complex in different places and considering the good will and credibility of the Developer the Owner made approach to the Developer for making construction of multi storied building over the 'A' Schedule property at the cost of the Developer and the Developer considering the bonafide approach has agreed to accept of the proposal of the Owner and also has agreed to make construction of Multi storied building over the 'A' schedule property subject to condition that one registered power of attorney is to be given conferring all power to the Developer and also agreed on the terms and conditions as mentioned below and both the parties accept the said terms and conditions and for avoiding the future litigation and complication the parties named above have agreed to execute a Deed of agreement on the following terms and conditions as mentioned below:-

NOW THIS DEED OF AGREEMENT WITNESSETH AS FOLLOWS:-

<u>DEFINITION:</u> Unless there is anything repugnant to the subject or context the Following terms will have the meaning assigned to them:-

OWNERS: shall mean The FIRST PARIES named above and their legal heirs, successors, administrators & assigns.

DEVELOPER: shall mean SHRI SUSHIL KUMAR SHARMA son of Late OMPROKASH SHARMA, (PAN BCLPS2701N), by Religion Hindu, Indian National, by occupation Business, resident of 65, Seikhpara Lane, P.O. Botanical Garden, P.S. Shibpur, Howrah-711103;

BUILDING: shall mean 'A' Schedule mentioned composite block/demarcated land where the new building or buildings to be constructed on the property and name of the Buildings will be settled after discussion in between partied herein;

BUILDING PLAN shall mean the Plan already submitted to HOWRAH ZILLA PARISAD with revised if any.

ARCHITECT shall mean such person or persons to be appointed by the Developer.

SINGULAR shall include the Plural and vice Versa, and **MASCULINE** shall include the feminine and vice-Versa.

COMMON FACILITIES AND AMENITIES shall include Lift, corridors, hallways, stair-ways, passage-ways, drive-ways, common lavatories, sewerage connection pump room, tube wells, underground water reservoir, overhead water tank, water pump, lift and its landings (as per Gram Panchayat Regulation) motor and other facilities which may be mutually agreed upon between the parties and required for

the establishment, location, enjoyment, provisions, maintenance and management of the building.

<u>Annexure-I</u> hereunder including Super built up area of the G+4 storied building on the A schedule property, and marked by colour "RED" In the annexed Plan attached herewith together with proportionate share of land underneath and the common facilities and amenities as mentioned in the Schedule 'C' hereunder;

Annexure-I

OWNER'S ALLOCATION

6.1 The Owners /First parties will get the following identical Flats/Units in fully completed in all respect of the said proposed buildings and the location of the Owner's allocated area will be as follows:-

The said Owner's allocation of flats/Units, have been specifically settled/ascertained amongst the Owners as well as the Developer according to proposed Building sanction Plan which are as follows:-

		RED colour in the an	
Flat allocated in favour of	Floor	Flat Marked	Super built-up area (SFT.) more or less
TAPAS MAITY	Second	201	730
TAPAS MAITY	Second	202	742
TAPAS MAITY	Fourth	406	756
TAPAS MAITY	Third	307	550

RABINDRA NATH MAITY	First	106	756
RABINDRA NATH MAITY	First	107	550
RABINDRA NATH MAITY	Third	306	756
RABINDRA NATH MAITY	Fourth	407	550

Annexure-II

DEVELOPER'S ALLOCATION shall mean the remaining portions excluding the Owner's allocation (as mentioned in Annexure-I)of the proposed building including Flats, Garages, Shop Rooms and other Units (Marked and delineated by colour GREEN in the annexed plans) together with proportionate share of land underneath and the common facilities and amenities as mentioned in the Schedule 'C' hereunder would be Developer's allocation;

The said Developer's allocation of flats/Units, have been specifically settled/ascertained amongst the Owners as well as the Developer according to Building proposed sanction Plan which Marked and delineated by GREEN colour in the annexed plans:-

THE OWNERS DECLARE AS FOLLOWS:

- (a) That owners are absolutely seized and possessed of and/or well and sufficiently entitled to the said 'A' Schedule premises.
- (b) That the said property is free from all encumbrances and the Owner has marketable title in respect of the said premises.

- (c) That the said premises is free from all encumbrances charges, liens, lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.
- (d) That there is no excess vacant land at the said premises within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- (e) That there is no legal impediment for the Owner to obtain the Certificate under Section 230(A) (1) of the Indian Income Tax Act, 1961.

TERMS & CONDITIONS:

- 1) That the Owner shall grant exclusive right to the developer-for construction of new building & shall handover the Original copies of all relevant deeds, tax receipt, settlement records, ground rent receipts, if any to the developer & original Deed, tax at the time of this Development agreement and general Power of Attorney.
- 2) That the Owners have good and marketable title of the 'A' schedule property and it is free from all encumbrances.
- 3) That the Developer shall at his own cost prepare proposed building plan in the name of the Owner for the purpose of multi storied building in conformity with the provisions of the West Bengal Town and country planning Act & the rules there under the building Regulation Act in respect of the "A" schedule property or from any of the appropriate authority & shall submit the same on behalf of the Owner before the authorities concerned (Howrah Zilla Parisad) for taking sanction of the building plan regarding the same & the developer also shall pay all costs, which will be required for the purpose of taking sanction for the building plan.

- 4) That the Owner shall sign the legally good acceptable proposed building plan for necessary submission of the same before the appropriate Zilla Parisad/ Gram Panchayat/competent authority concerned & also shall swear Affidavit & indemnity Bond which may be required for the purpose of obtaining sanction of building plan from the Zilla Parisad/ Gram Panchayat/authorities concerned & the Owner shall also sign all papers/documents which may be required from time to time for completion of the construction of the multi storied buildings proposed to be constructed on the 'A' scheduled property.
- 5) That the Owners shall hand over vacant possession of the 'A' schedule property to the Developer within 07 days from the date of receipt of the Sanctioned building plan.
- 6) That the developer hereby agrees to develop or agrees to complete the construction work of the proposed building over the "A" schedule property within 36 (Thirty Six) months or earlier from the date of obtaining the sanction of building plan from the Zilla Parisad/ Gram Panchayat as per specification to be sanctioned by the Zilla Parisad/ Gram Panchayat/competent authority with best and good materials as may be specified by the architect from time to time entirely at their own cost, expenses and their own finance and at their own risk and responsibility.
- 7) That the constructed area for common use & common portion shall be kept as common and the Owners shall get & enjoy the same with other co-Owners/ occupier's (i.e. other intending purchasers).

- 8) That the Owners shall not claim or demand any further amount or any constructed area of the 'A' schedule property except the Owner's allocation as indicated herein.
- 9) That The Developer for construction of Multi storied building over the 'A' scheduled land shall get remaining portions of the Building excluding the Owner's allocation as mentioned in the **Annexure-I** herein with proportionate share of land underneath the buildings and the common facilities and amenities as mentioned in the Schedule "C" hereunder;
- 10) Common portions, amenities and facilities of the buildings on the said property (as mentioned in "C" schedule) including all right of common space & all other things made common.
- 11) That if required the Owners shall execute & register proper instrument of transfer on duly stamped for conveyance in favour of the proposed purchaser(s) in respect of the constructed area of the Developer's allocation as selected & nominated by the Developer, and further that the Developer as well as Owners are entitled to sell or enter in to Agreement for sell of the Flat/Units out of their respective portion/allocation during the construction.
- 12) The building plan for construction of proposed multi storied buildings shall be prepared and signed by the Developer's appointed architect, engineer in conformity with building regulation of the W.B. Town and country planning Act and the existing by-laws of any of the local Zilla Parisad/ Gram Panchayat/other competent authority. That the Developer shall construct the entire construction of

the proposed multi storied building as per plan sanctioned by the competent authority with best quality material without any compromise.

- 13) That the Developer has every right to modify or alter the building plan & also shall have the right to submit supplementary plans in consultation with the Owner for the purpose of completion of construction of the multi storied building over the 'A' schedule property & shall have every right to submit plan and to take delivery of the same in lawful manner from the Zilla Parisad/ Gram Panchayat or from any other competent authority & for the purpose any consent in writing or signature of the Owner is required, they shall be bound to sign the same & co-operate in all matters in respect of getting supplementary sanction of building plan, paints, written statements, petitions & all other documents which may be required for the court cases, if any.
- 14) The Developer shall be entitled & have all right to enter in any agreement for sale and may take advance consideration from any intending purchaser or purchasers and may enter into any package deal or arrangement in relation thereto in respect to the Developer's allocation.
- 15) That the Developer for construction of Building over the 'A" schedule property shall have every right to appoint suitable competent Architect, Civil Engineers, supervisors, labors, constructors, Mason, Electrician, Plumber or any person for the purpose of completion of the proposed buildings.
- 16) Neither the Owner nor the Developer or any person occupying any portion of the said buildings whether in the Owner's allocation or in the Developer's allocation

shall use or permit to be used his portion or space for carrying on any illegal or immoral trade or activity inside the building or outside the building.

- 17) That the Owner in no case shall be liable to pay any charges to the men appointed by the Developer for the purpose of construction of multi storied building over the 'A' schedule property, in any manner whatsoever. For any dispute towards labour unrest etc. and any delay on that account will be Developer's responsibility and they shall be liable for all damages if any, for that matter to the Owner on that account.
- 18) That the Owner shall always co-operate to the Developer whenever any co-operation is required to the best acceptable possible way, excepting any financial help.
- 19) That the Owner shall pay entire rent & Taxes to the Govt. and B.L. & L.R.O./ Gram Panchayat of the "A" schedule property till delivery of the "A" schedule property to the Developer & after the completion of construction & handing over the possession of the flats to the Owner & the prospective purchasers shall pay rent & taxes jointly to the Govt. & B.L. & L.R.O./ Gram Panchayat and shall be mutated in their names & there after shall pay all taxes, duties, etc. which are to be assessed by the B.L. & L.R.O. and Gram Panchayat authorities or any other authorities concerned. Necessary arrangement for Mutation etc. from the Gram Panchayat authority has to be arranged by the Developer.
- 20) That the Developer at its own cost & expenses shall develop the building by engaging own men and shall keep & stock building materials at the site of construction at his risk & responsibility. The Owner shall authorize the Developer to do all such acts/things which will be necessary for the purpose of completion of

development work & shall grant powers/authorities as may reasonably required by their agent or nominee from time to time.

- 21) That after the completion of construction of the said multi storied buildings and after the sale of the said flats/Units etc. if any income tax is imposed upon the Owner on such accounts, the same shall be paid by the developer in full except the Owner's allocation.
- 22) That the sale deeds of the proposed flats/Units of the developer's allocation will be prepared and will be registered in presence of Mr. Ayan Sarkar, Advocate, Judges' Court Howrah.
- 23) That the Owner after getting his respective allocated flats shall jointly enjoy the common area together with other occupier's with same right and liabilities.
- 24) That the Owner at his own cost shall take separate Electric connection for his own use. However, necessary arrangement for electrical connection etc. from the Authorities concerned will be the responsibility of the Developer. The Owner shall also have every right to sell his own allocated flats together with proportionate land underneath to any third party at any time, if required.
- 25) That after completion of building and handing over the same to the intending purchasers by way of sale, the flat Owner's including the First Party will become the absolute Owners of their respective flats together with the proportionate share of land underneath of 'A' schedule property and shall be collectively liable to bear all costs of maintenance of buildings, rent, taxes and other incidental cost or cases. For the purpose of such maintenance etc. it will be the responsibility of the

developer to make necessary arrangement to form the society with the elective members of the respective Owner(s) of the flats etc. to arrange for required maintenance/development of the Housing Complex and handover the charges of regular maintenance etc. to the society after completion of the entire project. Till such time the Maintenance, Security etc. will remain the entire responsibility of the Developer, however, reasonable charges for all such job will have to be borne by the Flat Owner's.

- 26) That if any accident occurs due to uses of Low grade materials or due to negligence on the part of Engineer or contractors during construction by the Developer for construction of the multi storied buildings, in that case the Owner shall not be liable for the same in any manner whatsoever. The Owner shall not be held responsible for any such happenings and the Developer shall be fully responsible on that account, for which the developer will have to submit an indemnity Bond to that respect to the Owner.
- 27) That if any dispute or difference of opinion arises during the entire process of this agreement, the parties shall try and settle the same amicably save and except what has been specifically stated in various paragraphs, all disputes/differences between the parties arising out of the meaning, construction or import of this agreement or all their rights and liabilities as per this agreement shall be adjudicated by the common Lawyer Ayan Sarkar or otherwise the parties hereto shall have the right to take legal action before the competent court of law against the parties for redressal.
- 28) In the event the Developer is prevented from and interfered with the proceeding of the construction work during the continuance of such construction

work or prevented from starting the work of construction by any act on the part of the Owner or Owner's agent, servants, representatives or any person claiming any right under the Owner, then and in that case the Developer shall have the right to claim refund of all sums/capitals incurred by the Developer for construction in the meantime together with interest at the rate of 18% per annum and shall also be entitled claim damages and losses which the Developer may have suffered but the developer's right to sue for specific performance of contract shall remains unaffected. The condition will however, be applicable for specific timely performance/compliance of all applicable norms of present days joint developmental agreement is followed on the part of the Developer. Any violation or non-compliance on the part of the Developer, the Owner will also be entitled for damages as may be awarded by the competent court of law or by the arbitrator, if any.

29) **FORCE MAJEURE**

The Developer shall not be considered to be liable to any obligation hereunder to the extent that the performances of the relevant obligations are prevented by the existence of the force Majeure and shall be suspended from the obligations during the duration of the force Majeure as understood in law.

Force Majeure shall mean flood, earthquake, riot, war, tempest, civil commotion, strike and /or any other act or commission beyond the reasonable control of the Developer.

30) All courts within the limits of Howrah shall have the jurisdiction to entertain and determine all Actions, suits and proceedings arising out of these presents between the parties hereto.

- 31) The Original copy of this agreement cum Power of Attorney shall be retained by the Developer and the Developer will provide Certified true copy of this Deed to the Owner.
- That the Owners will execute and register a Development Power of Attorney, 32) appointing the Developer above named as their/his true and lawful attorney/s conferring the following powers including the power of sale, gift, Mortgage, Leaseout, let out and any kind of transfer of developer's allocation/portion in favour of the person(s), company, firm, Private or Govt. etc. together with proportionate share of land underneath and the Owners shall not be entitled to revoke the power of attorney which is the part of Sale-cum-Development agreement and if in any case the said power of Attorney is revoked, the Owner shall be bound to pay the special damages together with all other incidental damages and losses which may be borne by the prospective purchasers for completion of sale. Non-compliance of starting the construction work within (six) months from the date of obtaining of sanction plan and expeditious progress of the construction work is the prime criteria and any delay other than force majure condition as indicated above, will automatically cancel this agreement and the developer shall be liable for incidental damages to the Owner.
- 33) That it is understood by the Parties herein, that the landlords hereby give the license to the Developer to enter the premises to carry out the construction activities within specific time period (36 months from the date of obtaining Sanction) and as per other terms and conditions as mentioned in the clauses hereinbefore.

SCHEDULE - A

(DESCRIPTION OF LAND & PREMISES TO BE DEVELOPED)

ALL THAT the piece or parcel of demarcated land ("Riyati") measuring a little more or less about 12.50 Decimals comprised in R.S. Dag No. 605 corresponding to L.R. Dag No. 643, appertaining to L.R. KHATIAN NOS. 2537, 2538, J.L. No. 21, within MOUZA SANKRATLJALA, Police Station Sankrail, District Howrah, the above land/composite block/premises is butted & bounded by:

ON THE NORTH : PWD ROAD ;

ON THE SOUTH :DAG NO. 606;

ON THE EAST : DAG NO. 604 (Rina Hazra);

ON THE WEST : Part Dag No. 605 (Part) (Sikha Hazra);

SCHEDULE B ABOVE REFERRED TO

(PARTICULARS OF SPECIFICATION FOR CONSTRUCTION OF THE FLATS)

Specification

- 1. R.C.C. column (Pillar)
- 2. Outside Brick wall 10" thick, Partition wall (inside) 5" thick
- Inside and outside plaster ½ thick
- 4. Flash Door made by wooden with wooden door frame and P.V.C. door in toilet & kitchen.
- 5. Window anodized aluminum with glass (sliding panel).

6. Interior finish:

- a) POP & Plastic Paint finish
- b) One coat primer & colour paint finish in doors.
- 7. Exterior finish; Painting with cement based or acrylic paint.

8. Bath room-toilet

- a) One basin with stop cock each flat.
- b) One pan or Commode fitting in bath cum-toilet
- c) Three water points in bath -cum-toilet
- d) Dado upto 6' with wall ceramic tiles.

9.Kitchen:

- a) One steel sink with tap each flat.
- b) Two water point in each kitchen.
- C) Dado with wall tiles up to 3 feet above kitchen counter.
- 10. Floor finish: Floor titles (Ceramic OR Vitrified OR Marble (optional) finish with good quality.
- 11. Electrical Switches & Wire: Any reputed Brand.

Electrical Points: Each living & dining room 2 light points, 1 fan point, plug point.

Each kitchen: 1 light point, 1 exhaust point, 1 plug point.

Each bath-cum-toilet: 1 light point.

Each Balcony 1 light point, 1 plug point.

One calling bell point & separate meter point for each flat.

12. Water supply & Drainage

- a. Overhead Reservoir.
- b. 1.5 HP motor & pump reputed company.
- c. All outlet pipes for water & sanitary are with PVC pipe.
- 13. Staircase Stone finish & I.S. railing.
- 15. Lift facility from Ground Floor to Top Floor.

SCHEDULE "C"ABOVE REFERRED TO

(COMMON AREA AND COMMON FACILITIES)

Common area means and includes the undivided proportionate share in land and in common space in the building as follows:

(Common areas within the Buildings Marked and delineated by YELLOW colour in the annexed plan)

- 1. (a) Main stair case and landing, corridors/common passages of all the floors and right to Use Electric Passenger Lift from Ground floor to Top Floor.
 - (b) All RCC columns, walls & passages.
 - 2. (a) Main entrance gate, side-space, backspace and common passage leading to main entrance gate and top roof of the said ground plus four storied building.
 - (b) All entrances to & exit from the building with all installations of common use & utility.
 - 3. Water Pump, overhead water tank and underground reservoir and supply pipe line, main distribution and Roof will be used for all owners for common purpose

including T.V. antenna, Arial, drying cloth, no further loading on the Roof will be allowed.

- 4. Drainage and Sewers, septic tank.
- 5. Deep Tube well, Pump room, meter room,
- 6. Electric Meter Board & installations with electric fittings and Lift in common areas,
- 7. Such other common parts, areas, equipment, installations, fittings, fixtures and spaces in or about the said building as or necessary for passage to and occupancy of the flats in common without causing any disturbances to other co-occupiers of the said building.
- 8. Roof of the said building will be common for all flat/unit owner/s for drying cloths or fixing T.V. Antenna.

SCHEDULE "D" ABOVE REFERRED TO

COMMON EXPENSES WHICH THE OWNER AS WELL AS INTENDING PURCHASER OR PURCHASERS WITHIN THE BUILINGS SHALL HAVE TO BEAR

1) The expenses of administration, maintenance, repair, replacement of Common Parts, equipment, necessaries, common areas and facilities including white washing, painting and decorating the exterior portion of all the said buildings, the gutters walls, entrances, the stair case, the landing, the boundary walls, entrance, the stair cases, the landing, the gutters, rain water pipes, motors, pumps, water, Gas Pipes, electric wirings, installations, sewers, drains, and other common parts, fixtures, fittings, and equipment, in under or upon all the

buildings enjoyed or used in common by the purchaser co-purchaser, or other occupiers thereof.

- 2) The costs of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, and other parts of all the buildings as shall be enjoyed or used in common by the occupiers of the said Buildings.
- 3) Cost and charges reasonably enquired for the maintenance of the building and for keeping strict vigilance round the clock and other incidental expenses relating thereto.
- 4) The cost of decorating the exterior of the building.
- 5) The cost of repairing and maintenance of water pump, electrical installations, over lights, and service charges, and supplies of common, salaries of Guards, watch men, sweepers etc.
- 6) Insurance Premium, if any for insuring all the building against any damage due to earthquake, fire, lighting, civil common etc.
- 7) Panchayat taxes, Multi-storied Tax, Service Tax, Vat if any, and other similar taxes save those separately assessed on the respective FLAT/UNIT.
- 8) Litigation expenses as may be necessary for protecting the right and possession of the land and all buildings.

- 9) Such other expenses as are necessary or incidental for maintenance, upkeep and security of the buildings and Government duties, as may be determined by the Owners and/or Unit Owner's Association, as shall be formed by the Unit Owner's Association thereof in accordance with the provisions of West Bengal Apartment Ownership Act, 1972 and bye laws thereof as amended from time to time being obligation on their part in the fullest legal sense of the term.
- 10) The share of the Purchaser/Purchasers in such common expenses shall be generally proportionate in accordance with the liability of the Unit hereunder sold as against the total amount as may be incurred in any of heads of such expenses in accordance with the proportion of the area within the same as against the total area the building to be covered there under.

IN WITNESS WHERE OF the parties here to have signed/subscribed and delivered these presents on the date month and year first above written.

SIGNED, SEALED AND DELIVERED

IN PRESENCE OF

WITNESSES:

1. Sand pronder town (cent 2. Sova Konch Horrd.

1. Zapas maity 2. Ralendra NathMaely

SIGNATURE OF THE FIRST PARTIES/OWNERS/LAND LORDS

Sushil Kumar Sharms.

SIGNATURE OF THE SECOND PARTY / DEVELOPER / BUILDER

Prepared in my office:

Agan Samon

Ayan Sarkar Advocate

Judges' Court Howrah

F-1782/02

FINGER IMPRESSIONS



LEFT HAND

LITTLE	RING	MIDDLE	FORE	THUMB
				SAN THE SAN TH
LITTLE	RING	MIDDLE	FORE	THUMB
19 10 10 NO		Drawn N		

Tapes Muity

RIGHT



LEFT HAND

LITTLE	RING	MIDDLE	FORE	THUMB
				Annual market
LITTLE	RING	MIDDLE	FOR	THUMB
			See the	A

Ralendra Nath Maisty

RIGHT HAND

FINGER IMPRESSIONS



LEFT HAND

LITTLE	RING	MIDDLE	FORE	THUMB
			ALL MANAGEMENT OF THE PARTY OF	
LITTLE	RING	MIDDLE	FORE	THUMB

Sushir Kumar Sharn g.

RIGHT

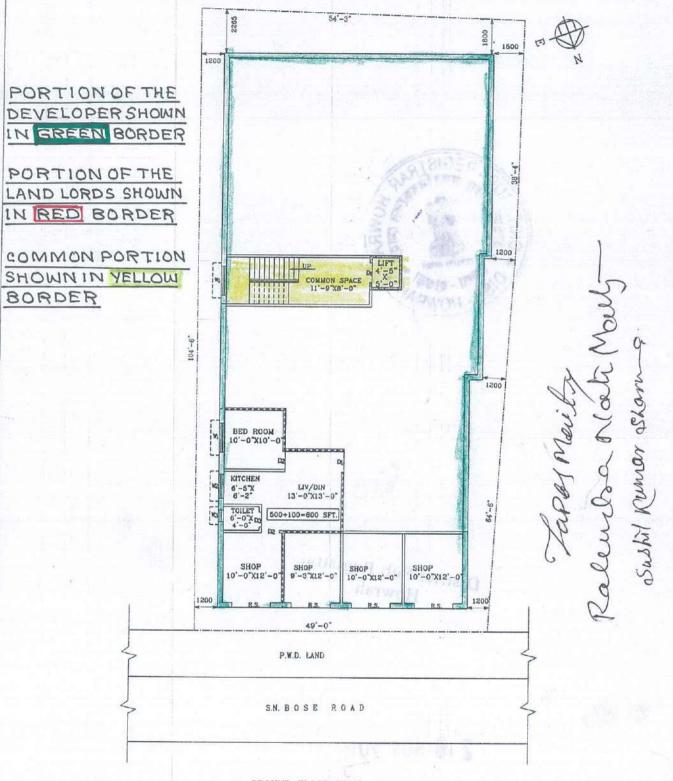
LEFT HAND

LITTLE	RING	MIDDLE	FORE	THUMB
LITTLE	RING	MIDDLE	FORE	THUMB

9 NOV 2015

RIGHT HAND

SITE PLAN FOR DEVELOPMENT AGREEMENT, COMPRISED IN R.S. DAG NO. 605, L.R. DAG NO. 643, L.R. KHATIAN NO. 2537, 2538, J.L. NO. 21, MOUZA- SANKRAILJALA, P.S. SANKRAIL, DIST-HOWRAH.



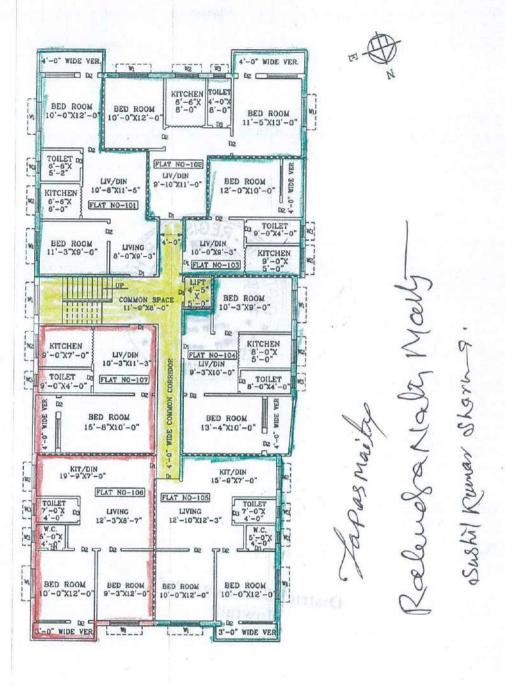
GROUND FLOOR PLAN

TOTAL COVERED AREA-4165 SFT(4165-360)=3805 SFT
TOTAL COMMON AREA-360 SFT

LAI NO- I	TOTAL FLAT AREA (INCLUDING 20% SUPER BUILT-UP AREA
G-1	AREA-500 SFT+100 SFT = 600 SFT
SHOP AREA	AREA-400 SFT+80 SFT = 480 SFT

TOTAL SALE AREA = 1115 SFT

DRAWN BY M. Roul

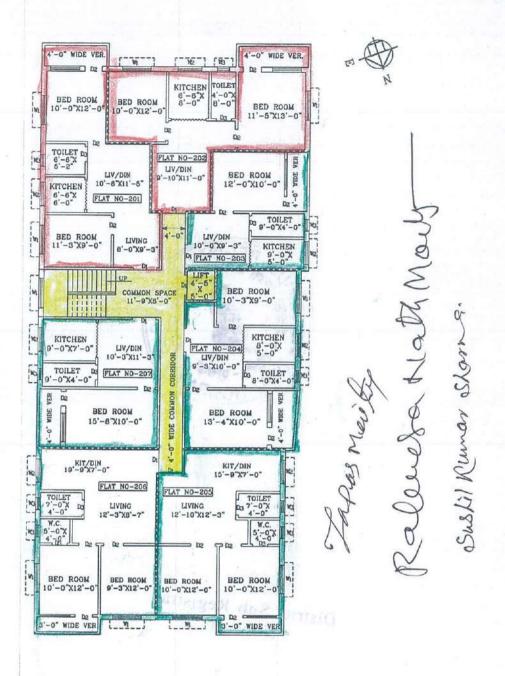


FIRST FLOOR PLAN

TOTAL COVERED AREA-4165 SFT(4165-360)=3805 SFT TOTAL COMMON AREA-360 SFT

FLAT NO-	TOTAL FLAT AREA (INCLUDING 20% SUPER BUILT-UP A	REA
101	AREA-608 SFT+122 SFT =730 SFT	
102	AREA-618 SFT+124 SFT = 742 SFT	
103	AREA-355 SFT+71 SFT = 426 SFT	a read
104	AREA-526 SFT+105 SFT = 631 SFT	
105	AREA-610 SFT+122 SFT = 732 SFT	
106	AREA-630 SFT+126 SFT =756 SFT	
107	AREA-458 SFT+92 SFT = 550 SFT	

TOTAL SALE AREA= 4567 SFT

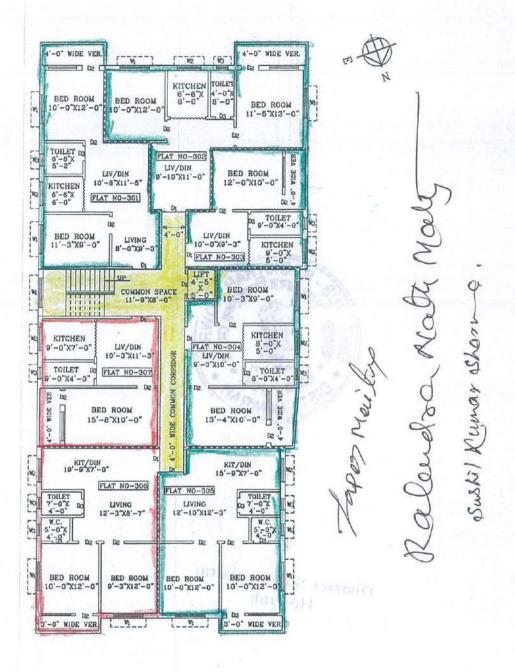


SECOND FLOOR PLAN

TOTAL COVERED AREA-4165 SFT(4165-360)=3805 SFT TOTAL COMMON AREA-360 SFT

FLAT NO-	TOTAL FLAT AREA (INCLUDING 20% SUPER BUILT-UP AREA
201	AREA-608 SFT+122 SFT =730 SFT
202	AREA-618 SFT+124 SFT = 742 SFT
203	AREA-355 SFT+71 SFT = 426 SFT
204	AREA-526 SFT+105 SFT = 631 SFT
205	AREA-610 SFT+122 SFT = 732 SFT
206	AREA-630 SFT+126 SFT =756 SFT
207	AREA-458 SFT+92 SFT = 550 SFT

TOTAL SALE AREA= 4567 SFT



THIRD FLOOR PLAN

TOTAL COVERED AREA-4165 SFT(4165-360)=3805 SFT
TOTAL COMMON AREA-360 SFT

FLAT NO-	TOTAL FLAT AREA (INCLUDING 20% SUPER BUILT-UP A	REA
301	AREA-608 SFT+122 SFT =730 SFT	
302	AREA-618 SFT+124 SFT = 742 SFT	
303	AREA-355 SFT+71 SFT = 426 SFT	
304	AREA-526 SFT+105 SFT = 631 SFT	
305	AREA-610 SFT+122 SFT = 732 SFT	
306	AREA-630 SFT+126 SFT =756 SFT	
307	AREA-458 SFT+92 SFT = 550 SFT	

TOTAL SALE AREA = 4567 SFT



FOURTH FLOOR PLAN

TOTAL COVERED AREA-4165 SFT(4165-360)=3805 SFT
TOTAL COMMON AREA-360 SFT

FLAT NO-	TOTAL FLAT AREA (INCLUDING 20% SUPER BUILT-UP	AREA
401	AREA-608 SFT+122 SFT =730 SFT	
402	AREA-618 SFT+124 SFT = 742 SFT	
403	AREA-355 SFT+71 SFT = 426 SFT	
404	AREA-526 SFT+105 SFT = 631 SFT	
405	AREA-610 SFT+122 SFT = 732 SFT	
406	AREA-630 SFT+126 SFT =756 SFT	
407	AREA-458 SFT+92 SFT = 550 SFT	

TOTAL SALE AREA= 4567 SFT

DRAWNBY M. Paul.



Government of West Bengal

Directorate of Registration & Stamp Revenue

e-Assessment Slip

	e-Ass	essment Slip			
Query No / Year	05010000978571/2015	Query Date	19/11/2015 1:49:03 PM		
Office where deed will be registered	D.S.R. HOWRAH, District		13/11/2013 1.49:03 PM		
Applicant Name	Ayan Sarkar				
Address	Howrah Court, Thana: Howrah, District: Howrah, WEST BENGAL, PIN - 711101				
Applicant Status	Advocate				
Other Details	Mobile No. : 9836246598,	e-Mail ID : sarkar.ayan78@gm	nail nam		
Transaction	[0110] Sale, Development	Agreement or Construction ag	rooment		
Additional Transaction Details		- g. comon or construction ag	eement		
Set Forth value	Rs. 2,00,000/-	Total Market Value:	Rs. 18,07,475/-		
Stampduty Payable	Rs. 5,000/-	Stampduty Article:-	48(g)		
Registration Fee Payable	Rs. 39/-	Registration Fee Article:-	E, M(b), H		
xpected date of the resentation of Deed					
mount of Stamp Duty to b	e Paid by Non Judicial Sta	mp	Do 04		
	DLRS server does not return		Rs. 0/-		
emarks		any mannation			

Sushir Ruman Sharmy.

		La	nd Details				
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Va	Market lue(In Rs.)	Other Detail
L1	District: Howrah, Thana: Sankrail, Gram Panchayat: SANKRAIL, Mouza: Sankrailjala	LR Plot No:- 643 , LR Khatian No:- 2538	12.5 Dec	2,00,000/-	18,0	07,475/-	Proposed Use: Bastu, ROR: Sali, Property is or Road
		Land	lord Details				10/41
SI No.	Name & Address		Status	Execution An	10000	Other Deta	ails
1	Shri Tapas Maity Son of Late Balai Maity Jujersah Dakshin Pally, Post Office Panchla, District:-Howrah, West Be India, PIN - 711302	e: Jujersah, engal,	Individual	Executed by: Self be Admitted by: S	f, To Self,	Sex: Male, Hindu, Occ Business, C India, PAN AFCPM025	upation: Citizen of: No.
2	Mr Rabindra Nath Maity Son of Late Kanai Lal Maity Jujersah Dakshin Para, Post Office Panchla, District:-Howrah, West Be India, PIN - 711302			Executed by: Self	elf,	Sex: Male, I Hindu, Occu Business, C India, PAN I AAVPM556	By Caste: upation: itizen of: No.
		Develo	per Details			70101 1013301	00,
l No.	Name & Address	7100	Status	Execution And Admission Deta		Other Detai	ls
	Mr Sushil Kumar Sharma Son of Late Omprakash Sharma 65, Seikhpara Lane, Seikh para Lan Office: B Garden, Shibpur, Howrah, Howrah, West Bengal, India, PIN - 7	District:-	Individual E	e Admitted by: Self, e Admitted by: Se	elf, l	Sex: Male, E Hindu, Occu Business, Ci ndia, PAN N BCLPS2701	pation: tizen of: lo.
		Identif	ier Details				
	Identifier Name & Address		Other Det	tails		Identifi	er of
n of N wrah wrah,	dip Nandi Mr S K Nandi Court, Post Office: Howrah, Howrah District:-Howrah, West Bengal, Indi 1101	Law Clerk	, By Caste: Hi , Citizen of: In	ndu, Occupation: dia,	Ral	ri Tapas Mai bindra Nath shil Kumar S	ty, Mr Maity, Mr



	Tra	nsfer of Property from Landlord To De	eveloper	
Sch No.	Landlord Name	Developer Name	Transferred Area	Transferred
L1	Shri Tapas Maity	Mr Sushil Kumar Sharma	6.25 Dec	50
L1	Mr Rabindra Nath Maity	Mr Sushil Kumar Sharma	6.25 Dec	50

For Information only

Note:

- 1. If the given informations are found to be given incorrect, then the assessment made stands invalid.
- Query is valid for 30 days for e-Payment. Assessed market value & Query is valid for 44 days i.e. upto 02/01/2016
- Standard User charge of Rs. 175/-(Rupees one hundred seventy five) only includes all taxes per transaction upto 15 (fifteen) pages and Rs 6/- (Rupees six) only for each additional page will be applicable.
- Online Payment of Stamp Duty and Registration Fees can be made if Stamp Duty Payable is more than Rs. 5000/-.
- 5. Web-based e-Assessment report will be provisional one and subject to final verification by Registering Officer.
- 6. Quoting of PAN no. of Seller and Buyer of a property is a must where the transaction involves a property valued at Rs. 5 lac or more (IT Rules).
 If the party concerned do not have a PAN number, he/she will make a declaration in form no. 60 giving therein the particulars of such transaction.
- Rs 50/- (Rupees fifty only) will be charged from the Applicant for issuing of this e-Assessment Slip (Urban Area).
- 8. If SD and Fees are not paid through GRIPS then mutation fee should be paid the concerned BLLRO office for Mutation.

Sushit Rumar Sharn 7

Seller, Buyer and Property Details

A. Land Lord & Developer Details

	Presentar	nt Details	
SL No.	Name, Address, Photo, Fing	ger print and Signature of Pres	entant
1	Shri Tapas Maity Son of Late Balai Maity Jujersah Dakshin Pally, P.O:- Jujersah, P.S:- Panchla, District:-Howrah, West Bengal, India, PIN - 711302	20/11/2015 12:33:45 PM The ws Maify 20/11/2015	LTI 20/11/2015 12:33:53 PM 12:34:09 PM

	Land Lord	Details			
SL No.	Name, Address, Photo, Finger print and Signature				
1	Shri Tapas Maity Son of Late Balai Maity Jujersah Dakshin Pally, P.O:- Jujersah, P.S:- Panchla, District:-Howrah, West Bengal, India, PIN - 711302 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFCPM0259A,; Status: Individual; Date of Execution: 20/11/2015; Date of Admission: 20/11/2015; Place of Admission of Execution: Office	20/11/2015 12:33:45 PM The ws Mainty 20/11/2015	LTI 20/11/2015 12:33:53 PM		

	Land Lord	Details	
SL No.	Name, Address, Photo	o, Finger print and Signature	
2	Mr Rabindra Nath Maity Son of Late Kanai Lal Maity Jujersah Dakshin Para, P.O:- Jujersah, P.S:- Panchla, District:-Howrah, West Bengal, India, PIN - 711302 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AAVPM5566C,; Status: Individual; Date of	20/11/2015 12:32:08 PM	LTI 20/11/2015 12:32:23 PM
	Execution: 20/11/2015; Date of Admission: 20/11/2015; Place of Admission of Execution: Office	Ralendon Naty	Mary
		20/11/2015	12:32:39 PM

, Photo, Finger print and Signature B wrah,	
WINDS BEING WAR THEFT	
of: 20/11/2015 12:32:58 PM	LTI 20/11/2015 12:33:11 PM
of Sushil Ruman SI	harns.
	of Sushil Ruman & 20/11/2015

B. Identifire Details

		Identifier Details	
SL No.	Identifier Name & Address	Identifier of	Signature
1-	Mr Sandip Nandi	Shri Tapas Maity, Mr Rabindra	
	Son of Mr S K Nandi	Nath Maity, Mr Sushil Kumar	
	Howrah Court, P.O:- Howrah, P.S:-	Sharma	Soudip roud
	Howrah, Howrah, District:-Howrah,		
	West Bengal, India, PIN - 711101 Sex:		20/11/2015 12:34:33 PM
	Male, By Caste: Hindu, Occupation:		
	Law Clerk, Citizen of: India,		

C. Transacted Property Details

Sch No.	Property Location	Plot No &	Area of	Setforth	Market	Other Details
		Khatian No/ Road Zone	Land	Value(In Rs.)	Value(In Rs.)	
L1	District: Howrah, P.S:- Sankrail, Gram Panchayat: SANKRAIL, Mouza: Sankrailjala	LR Plot No:- 643 , LR Khatian	12.5 Dec	2,00,000/-	27,11,212/-	Proposed Use: Bastu, ROR: Sali,
		No:- 2538				Property is on Road Adjacent to Metal Road,

	Transfer	of Property from Land Lord to Dev	eloper	
Sch	Name of the Land Lord	Name of the Developer	Transferred	Transferred

	Tran	sfer of Property from Land Lord to Dev	eloper	
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Mr Rabindra Nath Maity	Mr Sushil Kumar Sharma	6.25	50
	Shri Tapas Maity	Mr Sushil Kumar Sharma	6.25	50

.D. Applicant Details

Del	ails of the applicant who has submitted the requsition form
Applicant's Name	Ayan Sarkar
Address	Howrah Court, Thana: Howrah, District: Howrah, WEST BENGAL, PIN - 711101
Applicant's Status	Advocate

Office of the D.S.R. HOWRAH, District: Howrah

Endorsement For Deed Number: I - 050110574 / 2015

Query No/Year

05010000978571/2015

Serial no/Year

0501011461 / 2015

Deed No/Year

1 - 050110574 / 2015

Transaction

[0110] Sale, Development Agreement or Construction agreement

Name of Presentant

Shri Tapas Maity

Presented At

Office

Date of Execution

20-11-2015

Date of Presentation

20-11-2015

Remarks

On 20/11/2015

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 12:29 hrs on: 20/11/2015, at the Office of the D.S.R. HOWRAH by Shri Tapas Maity, one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 27,11,212/-

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

Execution is admitted on 20/11/2015 by

Shri Tapas Maity, Son of Late Balai Maity, Jujersah Dakshin Pally, P.O: Jujersah, Thana: Panchla, , Howrah, WEST BENGAL, India, PIN - 711302, By caste Hindu, By Profession Business Indetified by Mr Sandip Nandi, Son of Mr S K Nandi, Howrah Court, P.O: Howrah, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, By caste Hindu, By Profession Law Clerk

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

Execution is admitted on 20/11/2015 by

Mr Rabindra Nath Maity, Son of Late Kanai Lal Maity, Jujersah Dakshin Para, P.O: Jujersah, Thana: Panchla, , Howrah, WEST BENGAL, India, PIN - 711302, By caste Hindu, By Profession Business Indetified by Mr Sandip Nandi, Son of Mr S K Nandi, Howrah Court, P.O: Howrah, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, By caste Hindu, By Profession Law Clerk

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

Execution is admitted on 20/11/2015 by

Mr Sushil Kumar Sharma, Son of Late Omprakash Sharma, 65, Seikhpara Lane, Road: Seikh para Lane, , P.O: B Garden, Thana: Shibpur, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711103, By caste Hindu, By Profession Business

Indetified by Mr Sandip Nandi, Son of Mr S K Nandi, Howrah Court, P.O: Howrah, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, By caste Hindu, By Profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 39/- (E = Rs 7/- H = Rs 28/- M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 39/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,000/- and Stamp Duty paid by Draft Rs 5,000/-, by Stamp Rs 100/-

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 3769, Purchased on 10/11/2015, Vendor named S Meyur.

Description of Draft

1. Rs 5,000/- is paid, by the Bankers cheque No: 000427992566, Date: 09/10/2015, Bank: STATE BANK OF INDIA (SBI), HOWRAH.

(Sati Prosad Bandopadhyay)

from troop hom

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. HOWRAH

Howrah, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0501-2015, Page from 135124 to 135163 being No 050110574 for the year 2015.



Grahew troppedhyn

Digitally signed by SATIPRASAD BANDYOPADHYAY

Date: 2015.11.20 13:15:48 +05:30 Reason: Digital Signing of Deed.

(Sati Prosad Bandopadhyay) 20-11-2015 13:15:47 DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. HOWRAH West Bengal.

(This document is digitally signed.)