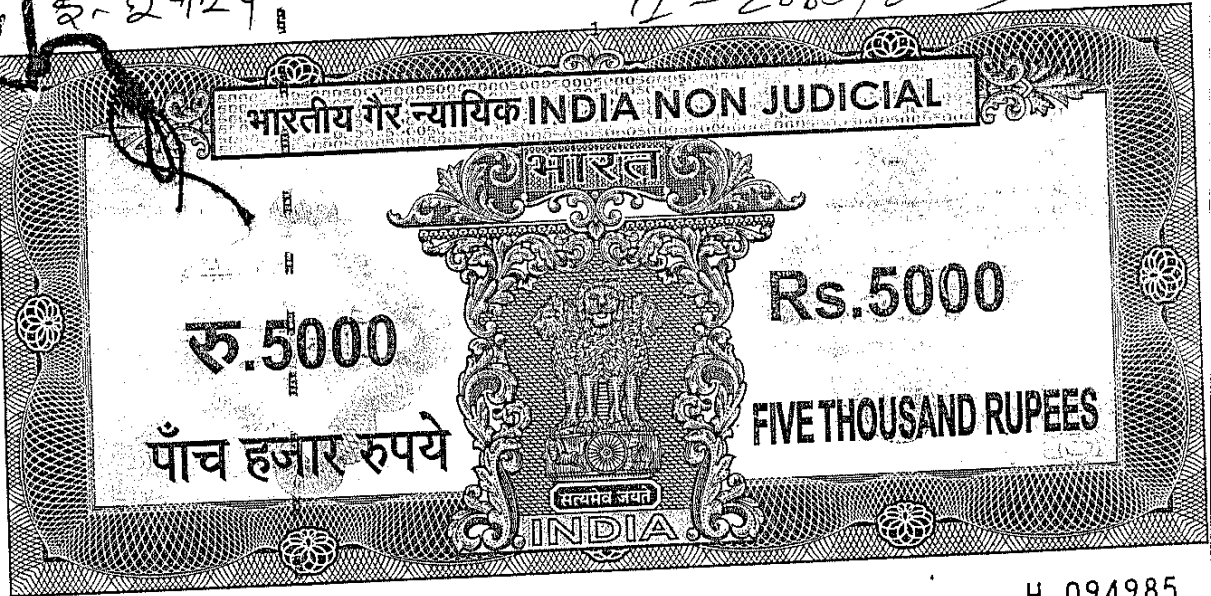


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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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নগর পঞ্চায়ত, সীতারুল, পশ্চিমবঙ্গ
 ১৯/০৪/২৩

19 APR 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 19th day of April, Two Thousand Twenty Three (2023) A.D.

17 APR 2023

S.L. No. 1524 Date.....

Name. Ashok Dey.....

Address. Vill - Chowkati Battala Bazar vidyasaiga Block

Value. 5000/-.....

P.S. Sonarpur
KOT-149

Govt. Stamp Vender
SUBHOJIT DEB
Sonarpur A.D.S.R.O. Kol.-150



Dist-Suc Registrar
Sonarpur
South 24 Parganas

1.9 APR 2023

Bendi Deb Gusha -
S/o Hanidas Deb Gusha -
Ghola Purbanchal, Block-B
P.O. Ghola Baza
P.S. Ghola.
Kol-700111.
R-hind

B E T W E E N

1) Mr. ASHOK DEY, PAN-CPQPD1878G, son of late Ratneswar Dey by faith -Hindu, by Nationality- Indian, by occupation- serviceman, 2) Mrs. PUTUL DEY, PAN - DOVPD4396Q, wife of Mr. Ashok Dey, by nationality - Indian, by occupation - house wife, both residing at vill - Chowhati, Battala bazaar, Vidyasagar Block, Post Office-Chowhati, Rajpur Sonarpur Municipality, Police Station- Sonarpur, District-South 24 Parganas, Kolkata - 700149 and 3) Mr. ASHIM DHAR ALIAS ASHIM KUMAR DHAR, PAN - AFAPD1975N, AADHAAR NO-834574570673, Son of Late Anil Kumar Dhar, by faith Hindu, by Occupation - Service, residing at 50, Lotus Park, Post Office- Naktala, Police Station- Netaji Nagar, Kolkata-700047, hereinafter called and referred to as the "OWNERS/FIRST PARTY" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, legal representatives, successors, administrators, and/or assigns) of the FIRST PART.

AND

M/S. SHRI GRIHAM DEVELOPER, a partnership Firm, having its office at 28, Desopriya Block, Post Office - Chowhati, Police Station- Sonarpur, Pin-700 149, District -South 24 Parganas being represented by its partners namely 1) SRI CHANCHAL DAS, PAN-AJEPD8886G, son of Late Gouranga Das, by faith -Hindu, by Nationality - Indian, by occupation - Business, residing at 28, Desopriya Block, Post Office - Chowhati, Police Station- Sonarpur, Pin-700 149, District- South 24 Parganas and 2) Mr. AYUSH MUNDHRA, PAN - AJPPM0475M, son of Mr. Bhagawati Prasad Mundhra, by faith Hindu, by Nationality - Indian, by occupation - Business, residing at 15/2C Kamal Kunj, Chetla Road, Alipore H.O. Kolkata - 700027, called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context to be deemed to mean and include his successors, executors, administrators, legal representatives and assigns) of the OTHER PART.

ALL THAT pieces and parcel of land measuring about 07 Kattah 07 chhitak 42 sqft Bastu Land laying and situated at Mouza Chowhati , Pargana -

Magura , J.L - 76 , Revenue Survey No. 234, Comprised in R.S and L. R Dag no. 339 under R.S Khatian 431, corresponding L.R Khatian no. 1362, 1363 & 3146 presently within the limits of the Rajpur - Sonarpur Municipality, Ward No. 24, Municipality Holding No. 161, under P.S Sonarpur, Dist. South 24 Parganas, District Sub-Registrar office D.S.R - IV , Alipur and Addl. District Sub-Registrar office at Sonarpur, 24 Pgs(South)

WHEREAS one Sri Narayan Prasad Dasgupta became well and sufficiently entitled and/or otherwise absolute sixteen annas khas owner and possessor by virtue of purchase of the land measuring about 1.05 acre being Deed no-930, Book no-1, Volume no-17, Pages from 189 to 198, dated 11.02.1951 which was register in the office of Additional District Sub Registrar at Baruipur and seized and possessed the property measuring about 1.05 acre more or less situated and lying at Mouza-Chouhati, appertaining to Touzi No. 70, J.L. No. 76, Re. Sa. No. 234, R.S. Dag Nos. 339, R.S. Khatian No. 431, P.S.-Sonarpur, under Rajpur Sonarpur Municipality, District 24 Parganas (South) and while enjoying and possessing the same as his full power, right without any claim, disturbance or hindrance from anybody else and regularly paying all the relevant rents, Taxes revenues, Sri Narayan Prasad Dasgupta sold out the said land to Smt Alorekha Bandopadhyay by Deed no 2638 vide Book no -1, Volume -48 ,Page No.145 -148 registered in the office of the D.S.R Alipur

AND WHEREAS while seized and possessed of and sufficiently entitled to the aforesaid property as absolute owner Smt. Alorekha Bandopadhyay while exercising all her right of ownership and possession over the aforesaid property died intestate leaving behind her surviving her husband namely Sri Ganesh Chandra Bandopadhyay, only son namely Sri Avijit Bandhopadhyay and only daughter namely Arundhuti Dutta as her legal heirs and successors and the aforesaid property left behind by the said deceased developed upon aforementioned legal heirs by way of Hindu Law of Succession.

AND WHEREAS by and under an Indenture of Conveyance recorded in Book No. I, Being No. 584, for the year 1990 in the office of Additional District Sub Registrar at Sonerpur, 24 Parganas (South),

dated 06.02.1990 made between Sri Ganesh Chandra Bandopadhyay, Sri Avijit Bandhopadhyay and Arundhati Dutta as Vendors of the One Part and the Purchaser therein namely Sri Shib Prasad Chatterjee, son of Late Anil Kumar Chatterjee, of the Other Part purchased **ALL THAT** the piece and parcel of the said land lying at Mouza-Chouhati, appertaining to Touzi No. 70, J.L. No. 76, Re. Sa. No. 234, R.S. Dag Nos. 339, R.S. Khatian No. 431, P.S.-Sonarpur, under Rajpur Sonarpur Municipality, District 24 Parganas (South) and had been fully enjoying and possessing the same as his full power, right without any claim, disturbance or hindrance from anybody else and the aforesaid property and the owner regularly paying all the relevant rents, Taxes revenues, in respect of the aforesaid property in his own name more fully describe in the schedule hereunder written.

AND WHEREAS the said Shib Prasad Chatterjee while ceased and possessed the land, he sold and transferred 2 katha 07 chattak 41 sqft of land to Sri Bapi Sarkar and Sri Krishna Sarkar, son of Narayan Chandra Sarkar, on 06/09/1990 by deed no 6133 and 5 katha 01 sqft of land to Smt. Maya Kundu wife of Sukomol Kundu on 27.02.1990 by deed no. 1307, both registered in the A.D.S.R. Sonarpur and had been fully enjoying and possessing the same as his full power, right without any claim, disturbance or hindrance from anybody else and they were paying paying all the relevant rents, Taxes revenues, in respect of the aforesaid property.

AND WHEREAS the said Sri Bapi Sarkar and Sri Krishna Sarkar while possessing the land, they sold and transferred the land measuring about 2 katha 07 chitak 41 square feet to Mrs Mitali Das w/o Sri Dilip Das by a registered deed no 6960, book no. 1, volume no. 106, pages 351 to 355 on 13/12/1995 registered in the office of the A.D.S.R. Sonarpur and had been fully enjoying and possessing the same as her full power, right without any claim, disturbance or hindrance from anybody else and the owner was regularly paying all the relevant rents, Taxes revenues, in respect of the aforesaid property.

AND WHEREAS by and under an Indenture of Conveyance recorded in Book No. I, Volume no-96, Pages from 60 to 67, Being Deed No. 5820 for the year 1998 in the office of Additional District Sub Registrar at Sonarpur, 24 Parganas (South), dated 29.07.1998 made between Smt Mitali Das, wife of Sri Dilip Das, as Vendor of the One Part, and Mr. Ashok Dey, son of late Ratneswar Dey and Mrs. Putul dey, wife of Mr. Ashok Dey, Owner no -1 and Owner No. - 2 herein, of the Other Part, had purchased **ALL THAT** the piece and parcel of land admeasuring 2(two) Cottahs 07(seven) chattak 41(Forty One) Sq. Ft. more or less situated and lying at Mouza- Chouhati, appertaining to Touzi No. 70, J.L. No. 76, Re. Sa. No. 234, R.S. Dag Nos. 339, R.S. Khatian No. 431, P.S.-Sonarpur, under Rajpur Sonarpur Municipality, District 24 Parganas (South).

AND WHEREAS by and under an Indenture of Conveyance recorded in Book No. I, Volume no-105, Pages from 394 to 398, Being No. 5639 for the year 1991 in the office of Additional District Sub Registrar at Sonarpur, 24 Parganas (South), dated 09.08.1991 made between Smt Maya Kundu, wife of Sukomal Kundu, as Vendor of the One Part and the Purchasers therein, Owners no-2, herein, of the Other Part, namely Sri Asim Dhar. had purchased **ALL THAT** the piece and parcel of land admeasuring 5(Five) Cottahs 1(One) Sq. Ft. more or less situated and lying at Mouza-Chouhati, appertaining to Touzi No. 70, J.L. No. 76, Re. Sa. No. 234, R.S. Dag Nos. 339, R.S. Khatian No. 431, P.S.-Sonarpur, under Rajpur Sonarpur Municipality, District 24 Parganas (South).

AND WHEREAS the lands of Mr. Ashim Dhar measuring about 5 kattha 00 chittak 01 sqft and of Mr. Ashok Dey & Mrs. Putul Dey measuring about 02 katha 07 chittak 41 sqft are being adjuscent to each other, they decided to amalgamate the lands for betterment of their property. After that on 05.08.2022 they amalgamated their lands by executing a Deed of Exchange and Declaration vide Deed no. 6706, recorded in book no. - I, Volume 1608-2022, pages from 153243 to 153271. Thus they became the absolute joint owners of the total land measuring 7 katha 07 chattak 42 sqft more or less situated and lying at Mouza-Chouhati, appertaining to Touzi No.

70, J.L. No. 76, Re. Sa. No. 234, R.S. & L.R. Dag No. 339, R.S. Khatian No. 431, L. R. Khatian No. 1362, 1363 & 3146 presently within the limits of the Rajpur - Sonarpur Municipality, Ward No. 24, P.S.-Sonarpur, and now are fully enjoying and possessing the same as their full power, right without any claim, disturbance or hindrance from anybody else and the aforesaid property is lying within the limits of the Sub-Registration office at Sonarpur in the District - 24 Parganas(South)

AND WHEREAS the said Mr. Ashim Dhar, Mr. Ashok Dey and Mrs. Putul Dey, the first part herein, after amalgamation, became the absolute joint Owners of the aforesaid land and they jointly applied for mutation and subsequently mutated their names in the office of Rajpur-Sonarpur Municipality under its ward no-24 and the said property is known and Holding no-161. Fully described in the first Schedule.

AND WHEREAS now First Part/ Land Owners being well seized and possessed of and /or otherwise all that pieces and parcel of 07 kattah 07 chitak 42 square feet of bastu land lying and situated at Mouza - Chowhati, Pargana - Magura, J.L - 76, Revenue Survey No. 234, Touzi No. Comprised in R.S and L. R Dag no. 339 under R.S Khatian 431, corresponding L.R Khatian no. 1362, 1363 & 3146, presently within the limits of the Rajpur - Sonarpur Municipality, Ward No. 24, Municipality Holding No. 161 under P.S Sonarpur, Dis. South 24 Parganas, sub-registrar office D.S.R - IV, Alipur and Addl. District Sub-Registrar office at Sonarpur. In District of south 24 parganas (hereinafter called and referred to said property) morefully described in first Schedule written hereunder have been enjoying peaceful khas possession and are free from all encumbrances, lien, charges, attachments, mortgage and Lease ends formulated a scheme to develop a multi storied building on the said property.

AND WHEREAS the first part being the joint Owners of the **FIRST SCHEDULE** property, herein have decided to develop the same by constructing multi storied residential and commercial building in the proposed land thereto.

AND WHEREAS the Developer is a building Promoter and are having sufficient experience in this field, have approached the Owners herein for development of the said premises by construction a G+4 storied residential

cum commercial building thereon and after negotiation the Developer through his Lawyer has already inspected and examined the title of the Owner in respect of the said premises and being satisfied with the title, the Developer has agreed to develop the property as the Owners has agreed to hand over the said premises to the Developer for developing.

AND WHEREAS the parties hereto have agreed to enter into this Development Agreement of the said premises by making construction of the proposed G+4 storied building thereon under certain terms and conditions hereunder written.

AND WHEREAS to avoid any future complication and misunderstanding the parties hereto have agreed to reduce the terms and conditions of this agreement to writing in duplicate.

NOW THIS AGREEMENT WITNESSETH as follows:-

IN THESE PRESENTS unless otherwise it be contrary or repugnant to the context:

ARTICLE -1: DEFINATION

- 1.1. OWNERS** shall mean the Owner/First part above written and their heirs, executors, legal representatives, administrators, and /or assigns.
- 1.2. DEVELOPER** shall mean the party of the Second Part above written and its successor in office, legal representatives, administrators and/or assigns.
- 1.3. SAID PREMISES** shall mean the property described in the **FIRST SCHEDULE** hereunder written.
- 1.4. BUILDING PLAN** shall mean the plan prepared by the Architect for construction of the building and other structures as sanctioned by the authority of the Rajpur Sonarpur Municipality on the basis of maximum permissible floor area ratio, available under the Building Rules and laws and shall include any amendments and /or modification thereof as may be made time to time wherever the context permits, include such plans, drawing, designs, elevations and specification as are prepared by the Architects.
- 1.5. NEW BUILDING** shall mean and include the proposed building or buildings as will be constructed in or upon the said premises by the Developer as per the building plan to be sanctioned by the appropriate Authorities of Rajpur

Sonarpur Municipality and such modification and/or variation as may be required from time to time for residential and/or commercial purpose.

1.6. COMMON RIGHTS FACILITIES AND COMMON AMENITIES shall mean and include common area and facilities in the building for the use and occupation of the Owners/Developer and all unit Owners of the building as described in the **FOURTH SCHEDULE** hereunder written.

1.7. SALEABLE SPACE shall mean covered space in the said building such as flat, office, shop, car parking available for independent use and occupation of unit Owners.

1.8. OWNERS' ALLOCATION

The Developer shall provide the Owners towards their allocation in the proposed building and consideration in the following manner:

1. Ashok Dey and Putul Dey will jointly entitled to get
 - a. **1(one) no. of two BHK flat** measuring about 1000 sqft more or less super built up area (the flat consisting of 2 bed rooms, 1 puja room 1 kitchen, 1 toilet, 1 W.C , 1 balcony and 1 dining room) at third floor south east portion (by pass side).
 - b. **One shop room** (with front shutter) about 100 square feet built up area on ground floor south east portion.
 - c. **One godown room** (with attached small toilet) measuring about 100 sqft built up area on the ground floor of the proposed building along with all common rights and facilities and together with proportioned share of the land described in the **FIRST SCHEDULE**.

Apart from the aforesaid allocation the party of the First Part shall also be entitled to get a sum of Rs. 12,00,000/- (Twelve Lac) only as security deposit out of which Rs.5,00,000/- to be paid before signing of this agreement by cash/cheque, Rs.3,00,000/- after sanction of Building Plan from Rajpur-Sonarpur Municipality and the rest 4,00,000/- will be paid after completion of the building in lieu of the land share of the party of the First Part.

2. Mr. Ashim Dhar will entitled to get

- a. **1(one) no. of single BHK** flat measuring about 480 sqft more or less super built up area (the flat consisting of 1 bed rooms, 1 kitchen cum dinning, 1 toilet, 1 balcony) at **second floor** north west portion.
- b. **1(one) no. of two BHK** flats measuring about 850 sqft more or less super built up area (the flat consisting of 2 bed rooms, 1 kitchen, 1 toilet, 1 W.C, 1 balcony and 1 dining room) at **third floor** north east portion (by pass side).
- c. **1(one) no. of two BHK** flat measuring about 850 sqft more or less super built up area (the flat consisting of 2 bed rooms, 1 kitchen, 1 toilet, 1 W.C, 1 balcony and 1 dining room) at **fourth floor** north west portion.
- d. **1(one) no. of three BHK** flat measuring about 1030 sqft more or less super built up area (the flat consisting of 3 bed rooms, 1 kitchen, 2 toilets, 1 balcony and 1 dining room) at **second floor** north east portion (by pass side)
- e. Mr Ashim Dhar will entitled to get 2 nos of four wheeler car parking and 1 no. of two wheeler parking at the ground floor of the building measuring about 125 sqft and 30 sqft more or less respectively.

Apart from the aforesaid allocation Mr Ashim Dhar shall also be entitled to get a sum of Rs. 7,00,000/- (Seven Lac) only as security deposit out of which Rs.3,00,000/- to be paid before signing of this agreement by cash/cheque and the rest Rs. 2,00,000/- after sanction of Building Plan from Rajpur-Sonarpur Municipality and the rest 2,00,000/- will be paid after completion of the building in lieu of the land share of the party of the First Part.

- f. Except the above the Owners will not claim or demand any area in the proposed building on the said premises and also shall not demand any further amount or money for the sale of flat/s, unit/s, car parking space and other spaces in the Developer's allocation of the proposed building on the said premises.

- 1.9. DEVELOPER'S ALLOCATION** shall mean the remaining portion of the total built up area except Owners' allocation stated supra which has been fully described in the **THIRD SCHEDULE** hereunder written.
- 1.10. ARCHITECT** shall mean such qualified person or persons or firm having proper and requisite licence from Rajpur Sonarpur Municipality may be appointed by the Developer for designing, planning and completing the said proposed building.
- 1.11. TRANSFER** with its grammatical variation including transfer of possession or by any other means adopted for affecting the transfer of any unit in the proposed building to the Purchaser/Purchasers thereof.
- 1.12. TRANSFEREE** shall mean any person, firm, Limited Company, Association or persons to whom any unit of the building may be transferred by the Owners/Developer.
- 1.13. UNIT OR COVERED SPACE FOR OCCUPATION** shall mean any apartment, flat, shop, office etc. in the building for independent residential and/or commercial use and occupation and liable for separate assessment by the Rajpur Sonarpur Municipality together with proportionate share or interest of land and common facilities in the building and/or at the premises collectively called super built up area available for occupation by the Owner, Developer and/or their Transferee/s.
- 1.14. COMMON PURPOSE** shall mean the purpose of managing and maintaining the premises and the Building there at and particularly the common areas comprised herein, collection and disbursement of the common expenses and dealing with the matters of common interest of the Co-Owners of the premises and relating to the mutual rights and obligation for the most beneficial use and enjoyment of their respective units exclusively and the common areas in common shall also include similar purposes of managing and maintaining the common areas as are common to and amongst all the unit Owners of the Building.
- 1.15. CAR PARKING SPACE** shall mean the open space/covered provided/demarcated by the Developer in the said building sufficient for parking of medium size motor cars. A car parking space shall be an integral part of any residential/commercial unit of the building.
- 1.16. COVERED/BUILT UP AREA** in respect to any unit shall mean the area within the boundary wall of the respective unit including the area under the internal walls plus the area under the boundary walls of such unit provided that the walls between two contiguous units shall be common between the two units and also proportionate area of staircase, lift space.

1.17. DATE OF POSSESSION shall mean the 15th (fifteenth) day of service of the notice for possession which shall not exceed 30 months from the date of sanction of building plan

1.18. FORCE MAJEURE shall mean any event which (i) could not reasonably have been foreseen (ii) beyond the reasonable control of the party claiming to be affected by such event (iii) has not been brought about at the instance of such party (iv) has non-performance or delay in the performance of a material obligation of this agreement and includes without any limitation, riots, action of terrorists, arrests, and restraint of Government and people, civil disturbances, strikes insurrection, war, or other armed conflict, landslides, lightning, earthquakes, explosion and accidents, fires, storms, unusual floods, rain or water logging or droughts, pests washouts and other natural disasters.

1.19. TITLE DEED shall mean the documents of title relating to the said premises /property.

1.20. The words importing singular shall include plural and vice versa

1.21. The words importing masculine shall include feminine and feminine shall include masculine.

ARTICLE -II: COMMENCEMENT

2.1. This Agreement shall be deemed to have commenced from the date of execution of this agreement.

ARTICLE-III: OWNERS' RIGHTS RESPONSIBILITIES & REPRESENTATION

3.1. The Owners represented that they are joint Owners and seized and possessed of and/or otherwise sufficiently entitled to the said property and have agreed to make-over and deliver to the Developer the possession of the same.

3.2. That the said premises is free from all encumbrance charges, lines, attachments, trusts, acquisitions or requisitions whatsoever or however and the Owners have a marketable title in respect of the said premises.

3.3. Nobody except the Owners have any claim, right, title and/or demand over and in respect of the said premises and/or by any portion thereof and the Owners including their heirs, legal representatives and assignee have not entered into any agreement and /or arrangements and have not done any Act, deed or thing whereby the Owners including their heirs, legal

representatives and assignee have not entered into any agreement and/or arrangements and have not done any Act, deed or thing whereby the Owner's title in respect of the premises may get alienated and/or encumbered.

- 3.4.** The Owners have a good, clear, absolute, marketable title to enter into this Agreement with the Developer
- 3.5.** No notice of acquisition or requisition has been received or has been served upon the Owners or the Owners have any knowledge of or are aware of any such notice or orders of acquisition or requisition in respect of the said premises or any part thereof.
- 3.6.** There is no excess vacant land at the said premises within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976.
- 3.7.** The Owners have not taken any loan from any Financial Institution by creating mortgage of the **FIRST SCHEDULE** property.
- 3.8.** That there is no suit and or proceeding and/or litigation pending in any Court of Law regarding the title in respect of the said premises or any part thereof.
- 3.9.** The Owners shall duly join in agreement for sale and/or Conveyance and/or any other documents relating to sell or Developer's allocation as and when required without asking for any additional consideration.
- 3.10.** The representation and declaration of the Owners mentioned (hereinafter collectively called "the said Representation") are true and correct.
- 3.11.** That the Owners shall be responsible for payment of all the liabilities arising hereinafter on account of their Income Tax and/or Wealth Tax.
- 3.12.** That if any documents are required to be executed for the Owner becoming the Owner of Owner's Allocation all stamp duties and registration charges shall be paid by the Owner.

ARTICLE-IV: DEVELOPER'S RIGHTS & OBLIGATIONS

- 4.1.** The Owners hereby grant subject to what have been stated hereinafter the exclusive right to the Developer to build, construct, erect, complete the proposed building/s after obtaining necessary sanction from appropriate authorities as per their rules and regulations with or without amendment and/or modification caused by the Developer in accordance with the Rules and Regulations of the said authorities in the name of the Owner and at the all cost and expenses of the Developer. Developer shall submit the Building Plan before the Rajpur Sonarpur Municipality within 45 days from the date of signing of this agreement.

- 4.2.** That the Developer shall be entitled to prepare modify the plan as per Rajpur Sonarpur Municipality rules and bye-laws and submit the same to the appropriate authority in the name of the Owners at the Developer's cost and the Developer shall further pay and bear all fees/expenses including the Architect's fees, charges, expenses required to be paid and/or deposited for obtaining such approval from the said Authority and provided however the construction of the said building/s on the said Schedule property shall be done exclusively by the Developer at its own costs and expenses and he will be entitled to all refunds of all payments and/or deposits made by the Developer **PROVIDED HOWEVER**, the Owners shall sign and execute all necessary papers and documents required to be obtaining for such approval for construction of the proposed building/s.
- 4.3.** Nothing in these presents shall be considered as a demise and assignment or transfer or conveyance in law by the Owners of the said premises or any part thereof to the Developer or creation of any right title interest in respect thereof unto the Developer other than the said premises and exploitation of its own allotment commercially in terms hereof and to deal with the Developer's allocation in the proposed building/s to be constructed thereon in the manner and subject to the terms hereinafter provided.
- 4.4.** The Developer shall be entitled to use the premises for setting up a temporary site office and/or quarter for its watch and ward and other staff and shall be further entitled to put up the sign boards and advertising the project and post its own watch and ward staff during construction period.
- 4.5.** Be it further agreed by and between the parties that the Developer shall has liberty and/or shall have right to modify, verify and/or rectify the building plan and/or modification and/or addition or alteration if required for the purpose of smooth construction of the proposed building upon the **FIRST SCHEDULE** property either residential or commercial and/or both with the knowledge & consent of the Owner.

ARTICLE-V: APARTMENT CONSIDERATION

- 5.** The Owners has agreed to permit the Developer for development of the said property and to commercially exploit the same and construct, erect and build the said proposed building/s in the said premises according to the Building Plan after obtaining necessary sanction form the proper authority of the Rajpur Sonarpur Municipality or other statutory Authority or Authorities and/or any modification or amendment thereof in the name of the Owners, the Developer has agreed to provide the Owners as follows:-

- a. The Developer hereby agrees to pay to the Owner towards the said consideration in the manner following:-

The Developer shall provide the Owners towards their allocation in the proposed building and consideration in the following manner:

1. Ashok Dey and Putul Dey will jointly entitled to get

- a. **1(one) no. of two BHK flat** measuring about 1000 sqft more or less super built up area (the flat consisting of 2 bed rooms, 1 puja room 1 kitchen, 1 toilet, 1 W.C , 1 balcony and 1 dining room) at third floor south east portion (by pass side).
- b. **One shop room** (with front shutter) about 100 square feet built up area on ground floor south east portion.
- c. **One godown room** (with attached small toilet) measuring about 100 sqft built up area on the ground floor of the proposed building along with all common rights and facilities and together with proportioned share of the land described in the **FIRST SCHEDULE.**

Subject to registration of Partition deed
 Apart from the aforesaid allocation the party of the First Part shall also be entitled to get a sum of Rs. 12,00,000/- (Twelve Lac) only as security deposit out of which Rs.5,00,000/- to be paid before signing of this agreement by cash/cheque, Rs.3,00,000/- after sanction of Building Plan from Rajpur-Sonarpur Municipality and the rest 4,00,000/- will be paid after completion of the building in lieu of the land share of the party of the First Part.

2. Mr. Ashim Dhar will entitled to get

- a. **1(one) no. of single BHK flat** measuring about 480 sqft more or less super built up area (the flat consisting of 1 bed rooms, 1 kitchen cum dinning, 1 toilet, 1 balcony) at second floor north west portion.
- b. **1(one) no. of two BHK flats** measuring about 850 sqft more or less super built up area (the flat consisting of 2 bed rooms, 1 kitchen, 1 toilet, 1 W.C , 1 balcony and 1 dining room) at third floor north east portion (by pass side) .

- c. 1(one) no. of two BHK flat measuring about 850 sqft more or less super built up area (the flat consisting of 2 bed rooms, 1 kitchen, 1 toilet, 1 W.C, 1 balcony and 1 dining room) at fourth floor north west portion .
- d. 1(one) no. of three BHK flat measuring about 1030 sqft more or less super built up area (the flat consisting of 3 bed rooms, 1 kitchen, 2 toilets, 1 balcony and 1 dining room) at second floor north east portion (by pass side) .

- e. Mr Ashim Dhar will entitled to get 2 nos of four wheeler car parking and 1 no. of two wheeler parking at the ground floor of the building measuring about 125 sqft each and 30 sqft more or less respectively.

Subject to registration of partition deed
 Apart from the aforesaid allocation Mr Ashim Dhar shall also be entitled to get a sum of Rs. 7,00,000/- (Seven Lac) only as security deposit out of which Rs.3,00,000/- to be paid before signing of this agreement by cash/cheque and the rest Rs. 2,00,000/- after sanction of Building Plan from Rajpur-Sonarpur Municipality and the rest 2,00,000/- will be paid after completion of the building in lieu of the land share of the party of the First Part.

3. Except the above the Owner shall not claim or demand any area in the proposed building on the said premises and also shall not demand any further amount or money for the sale of flat/s, unit/s, car parking space and other spaces in the Developer's allocation of the proposed building on the said premises.

ARTICLES- VI: PURCHASERS

- 6.1.** The Owners herein shall be bound to grant in favour of the Developer a registered **Development Power of Attorney** within 15 (Fifteen) days from the day of execution of this Agreement to enable the Developer to construct and complete the building and also for commercial exploitation of the said premises after sanction of the building plan and the Developer shall have full right and absolute Power to sell transfer or dispose of the Developer's allocation in such a manner and to such person as the Developer may deem fit and proper without any consent and/or permission from the Owners and without asking for any additional consideration and entering into Agreements with the intending Purchaser or Purchasers of the units or

covered spaces or shop space for accommodation out of the Developer's allocation in the proposed buildings and also to accept earnest money and/or consideration money thereof and also to cause execution and registration of proper Deed of Conveyance by the Owner in favour of prospective purchasers and also to enter into necessary agreement for construction of the building with the prospective buyers from the Developer's allocation.

ARTICLE-VII: POSSESSION

7.1. THAT immediately after sanction of the building plan possession of the said property shall be delivered to the Developer by the Owners and the Developer will be entitled to retain such possession until completion of the proposed building there at and grant of occupancy certificate by the Rajpur Sonarpur Municipality subject to the condition that till the completion of the proposed building and sell of the entire Developer's Allocation by the Developer and the Developer receiving all money there from.

ARTICLE-VIII: SPACE ALLOCATION

- 8.1.** That on completion of the buildings and grant of occupancy certificate by the Rajpur Sonarpur Municipality the Developer shall handover and the Owners shall take possession of their allocation of the proposed buildings together with their rights in common facilities and common areas as specified hereinbefore within 30 (Thirty) months from the date of sanction plan.
- 8.2.** The Owners shall however be entitled to transfer or otherwise deal with his allocation or portion thereof in the manner as he would deem fit and proper.
- 8.3.** The Developer shall be exclusively entitled to its allocation with exclusive right to transfer or to deal with it or dispose of the same without any right claim or demand or interest whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession with regard to the Developer's allocation and no other consent shall be required for the same as this Agreement in itself be deemed to be the consent of the Owners. **PROVIDED THAT** all the deeds of conveyance in respect of transfer of the Developer allocation in the said proposed

building/s shall be executed by the Owners and registered by them in favour of the intending Purchaser's thereof.

8.4. In so far as necessary all the Developer in respect of the said building shall be in the name of the Owners as the case may be and for which the Owners undertake to give the Developer such power as may be reasonably required by the Developer for construction of the proposed building and such power as may be reasonably required by the Developer for construction of the proposed building and such Power of Attorney shall remain in force until completion of the proposed buildings and commercial exploitation i.e till the completion of the proposed new building and sell of entire Developer's area by the Developer and the Developer receiving all money there from of the said premises. It is being understood however that such dealings shall not in any manner fasten or create any financial liability upon the Owners of the said premises.

8.5. The Owners shall allow the Developer to execute the construction work smoothly without any interference or interruption. The Owners shall execute and register a Development Power of Attorney in favour of the Developer for the purpose of development of the said premises at the cost of the Developer and to sell of the flats and other salable spaces of developer's allocation after sanctioned the Building Plan.

ARTICLE-IX: BUILDING

9.1. The Developer shall at its own cost construct, erect and complete the said proposed building and common facilities and amenities in the said premises in accordance with the plan to be prepared by the developer and after obtaining necessary approval from the concerned authority with standard materials as may be specified by the Architect from time to time within a period of 24 (Twenty Four) months from the date of obtaining the building plan duly sanctioned by the Rajpur Sonarpur Municipality and /or such extended period subject to force majeure and getting clearance and occupancy certificate from the necessary authority and/or appropriate authorities.

9.2. If the Developer fails and neglects to complete and/or handover the Owners' allocation within the stipulated time i.e. 30 (Thirty) months from the date of sanction of the building plan by the Rajpur Sonarpur Municipality in such case Developer shall be bound to pay rent basis Rs. 5,000/- (Rupees Five Thousand) only every month for rent of the residence of the land and family as the Owners until handover of the possession to the Owners.

9.3. Subject to the time to time inspection and approval of the Owner Architect building surveyor as the case may be, the decision of the Developer's Architect regarding the quality of materials shall be final and binding upon the parties

ARTICLE -X: COMMON FACILITIES

- 10.1.** The Owners shall pay the Rajpur Sonarpur Municipality Tax which is now in due prior to the signing of this Development Agreement and after signing of this agreement, the Developer will exclusively bear the entire municipal tax etc. of the said property till the handover of possession of the Owner's Allocation.
- 10.2.** As soon as the said proposed buildings is or are completed the Developer shall give written notice to the Owners requiring the Owners to takeover possession of the Owner's allocation in the said building and from the date of service of such notice and/or intimation the Owner and/or his men or parties holding any portion of the building shall be responsible for payment of municipal and property tax , rates , dues, duties and other public outgoings and other imposition whatsoever for the Owner's allocation in the proposed buildings.
- 10.3.** The Owners and the Developer shall punctually and regularly pay their respective portion of the said rates and taxes to the concerned Authorities or otherwise as may be mutually agreed upon between the Owners and the Developer and both the parties shall keep each other indemnified against all claims actions, demand, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the cases may be consequent upon a default by the Owners and/or Developer in this behalf.
- 10.4.** As and from, the date of service of notice of possession to the Owners and/or persons in occupation of Owner's allocation or portion thereof shall be responsible to pay and bear and shall forthwith pay on demand to the developer the proportionate service charges for the common facilities in the said building payable in respect of the Owner's allocation and the said charges to include proportionate share of premium for the insurance of the building, water , fire and scavenging charges and taxes, light, sanction, repair and renewal charges for bill collection and management of the common facilities , renovation, replacement repair and maintenance

charges and expenses for the building and of all common wiring , pipes, electrical and mechanical installations, appliances and equipments, stairways, corridors, parking ways and other common facilities, whatsoever as may be mutually agreed from time to time provided that if additional insurance of the building by virtue of any particulars usage and/or in the accommodation within the Owner's allocation or any part thereof any additional maintenance or repair is required by virtue thereof , Owners and /or the person in occupation thereof shall be exclusively liable to pay and bear their share of the additional premium and/or maintenance and /or repair as the case may be **PROVIDED HOWEVER** that the money payable and/or deposit for common purpose and common expenses shall be receivable only by the Developer from all the unit Owners till the management and maintenance of the New Building is transferred and/or handed over to the Association of the unit Owner.

10.5. Should any unit Owners fail to pay any amount payable in respect of the said rates or service charges for the common facilities within fifteen days of demand in that behalf the unit Owners shall be liable to pay interest on the amount outstanding as would be determined by the Association of the unit Owner.

10.6. The Owners shall not do any act deed or thing whereby the developer shall be prevented from constructing and completing and/or do any work relating to the said buildings in so far the developer abides by the terms and conditions and true spirit of this document.

ARTICLE-XI: COMMON RESTRICTIONS

The Owner's allocation in the proposed building shall be subject to the same restrictions on transfer and use as are applicable to the Developer's allocation in the said building. It is specifically provided that the Developer shall have every right to transfer any unit of his allocation by way of sale or gift or in any other manner in the said proposed building.

- 11.1.** Neither of the parties shall transfer, convey , let out, mortgage , grant lease in respect of their respective allocation unless:
- a. Such party shall have observed and performed all terms and conditions on his or his or their respective parts to be observed and performed.
 - b. The proposed transferee shall have to give a written undertaking to be bound to by the terms and conditions hereof and to duly and promptly pay all and whatsoever amount shall be payable in relation to the unit in his/her/their /its possession.

- 11.2. Both the parties hereto shall abide by all laws , bye-laws rules and restrictions as may be imposed by the Government , local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and /or breach of any /one of the said laws , bye-laws, rules and regulations.
- 11.3. The Owners of the units shall keep the interiors and walls of his/her /their/its respective allotment or allotments clean and harmless and also sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in such good working conditions and repair and in particular so as not to cause any damage to the building or any part thereof or other space or accommodation therein and shall keep other unit Owners of the building indemnified from and against the consequences of any breach
- 11.4. Neither party shall do or cause or permit to be done any act thing, which may render void or violable any insurance of the building or any part thereof and shall keep the occupiers thereof safe, harmless and indemnified from and against the consequences of any breach.
- 11.5. All the unit Owners shall permit the Developer and/or its servants and agents with or without workmen at all reasonable time and prior notice to enter into his unit and every part thereof for the purpose of maintenance or repairing or any work in the building /premises.

ARTICLE -XII: OWNER'S OBLIGATION

- 12.1. The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the matters of construction lawfully done and doing any other lawful work in respect of the said buildings in the said premises by the developer subject to however the developer's compliance with and/or acting in consequence with the terms and conditions as contained in this agreement.
- 12.2. The Owners hereby agree and covenant with the developer not to do any act or deed or thing whereby the Developer may be prevented from selling, assigning and /or disposing of any of the Developer's allocated units in the buildings or at the said property, subject to the Developer complying with all the terms and conditions of this agreement.
- 12.3. If so, required by the Developer, the Owners may join and/or cause such person as may be necessary to join as confirming parties and documents, conveyance and /or any other documents of transfer that the Developer

may enter into any person who desires to acquire comprised in the Developer's Allocation and similarly the Developer shall join in respect of the Owner's allocation.

- 12.4. Any dispute is found in future towards the title to the said property of the Owners, in that event the owners shall be liable to refund all the money so paid by the Developer together with all expenses thereof with saving bank interest.

ARTICLE - XIII: OWNERS INDEMNITY

- 13.1. The Owners or anybody claiming through them hereby undertake that the Developer shall be entitled to the said Developer's allocation and shall enjoy the said allocation without any interference and/or disturbance provided that the developer performs and fulfils all the terms and conditions herein stipulated and on its part to be observed and performed.

ARTICLE-XIV: DEVELOPER'S INDEMNITY

- 14.1. The Developer hereby undertakes to keep the Owner indemnified against all third party claim and actions arising out of any act of commission or omission by the Developer or any accident, death of any labor/employee engaged by the Developer in or relating to the construction of the said building.
- 14.2. The Developer hereby undertakes to keep the Owner indemnified against all actions, suit, costs, and proceedings and claims that may arise out of the Developer's actions with regard to the said premises for the development and/or in the manner of construction of the said building and/or for any defect therein.

ARTICLE- XVII: MISCELLANEOUS

- 15.1. The Owners and the Developer have entered into this agreement purely on a principal to principal basis and nothing contained herein shall be deemed to construe as a partnership between the Developer and the Owners or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute as an Association of person.
- 15.2. It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified, may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications

and other documents may be required to be signed or made by the Owners relating to which specified provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Owners shall execute any such additional power of attorney and /or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional documents and other documents as the case may be ; provided that all such acts , deeds, matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this agreement and the common law and the Owner agree not to revoke the Development Power of Attorney one granted by the Owner for the purpose herein contained till this Development Project is complete.

- 15.3. 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 Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due and be deemed to have been served on the Owner and likewise if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due and be deemed to have been served on the Developer by the Owner.
- 15.4. The Developer shall frame scheme for management and administration of the said building and /or common parts thereof and the parties hereby agree to abide by the rules and regulations of such Management /Society / Association when framed and hereby give consent to abide by the same.
- 15.5. Immediately upon sanction of building plans the Developer shall execute a proper memo specifying a name of the building, the flat Nos. and other particulars of the Developer's Allocation and the Owner's Allocation.
- 15.6. It is further declared and agreed that the developer will be at liberty to form a society of the unit Owner of the building and have the same registered under the West Bengal Apartment Ownership Act, or any other statute as the Developer may deem fit and proper and in such cases, the Owner shall provide all possible assistance as may be required in this behalf.
- 15.7. It is further agreed and declared that all the agreements for the documents in respect of sale of the Developer's Allocation in the said proposed building shall be drafted by Developers Advocate and any documents relating to sale of Owners allocation should be approved by the Developers Advocate and necessary Stamp duty Registration Fees, drafting charges and all other expenses incidental thereto shall be paid to him by the intending

purchasers thereof. In matters of dispute and difference arise between the parties on that event the parties will be required to solve their problem amicably by sitting together ; on failing to reach a conclusion on that event each party shall have their right and authority to file any suit or suits within the local jurisdiction at Baruiapur Court both Civil or Criminal.

ARTICLE-XVI: TITLE DEEDS

The Owners shall provide the Developer all original documents and as and when necessary give inspection and copies of the documents to the prospective transferees of any unit of the building. Developer shall ultimately handover all the original documents to the custody of the Secretary of unit Owners of the building after formation of Flat Owners Association.

ARTICLE - XVII: FORCE MAJEURE

- 16.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the force majeure and shall be prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.

ARTICLE -XVIII-ARBITRATION AND JURISDICTION

- 17.1. In case of any dispute or question arising between the parties hereto with regard to this Agreement and /or work relating thereto, the same shall be referred to the arbitrator to be appointed by the Developer and the decision of the said Arbitrator if not accepted by the parties hereto, then the matter will be referred to an umpire to be nominated by the said Arbitrator and his decision will be final and binding upon the parties hereto such arbitration shall be in accordance with the Arbitration & Conciliation Act. 1996.
- 17.2. The Court of Baruiapur shall have the jurisdiction over all matters of dispute arising out of or relating to this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring about 7 Cottahs 07 Chittacks 42 square feet a little bit more or less, comprised in Touzi no-70, Re. Sa.no-234, J.L. no-76, R.S. Khatian No. 431, L.R. Khatian No.1362,1363 & 3146 Comprised in R.S & L.R. Dag No.339, of Mouza - Chowhati, Pargana - Magura, being Municipal Holding No. 161, Vidyasagar Block, Police Station - Sonarpur, Kolkata - 700149, within the local limits of the Rajpur Sonarpur Municipality , under its Ward No. 24, Additional District Sub Registration Office at Sonarpur, within the jurisdiction of the District - South 24 Farganas, Dist. South 24 Parganas and also shown in the map or plan annexed hereto by RED border and which is butted and bounded in the following manner:-

ON THE NORTH:- By part of dag no. 339

ON THE SOUTH:-By 8 feet wide common passage;

ON THE EAST:- By E.M.Bypass;

ON THE WEST:- By part of Dag no 339;

THE SECOND SCHEDULE ABOVE REFERRED TO

(Owners allocation and consideration)

OWNERS' ALLOCATION

The Developer shall provide the Owners towards his allocation, in the proposed building and consideration in the following manner:

The Developer shall provide the Owners towards their allocation in the proposed building and consideration in the following manner:

1. Ashok Dey and Putul Dey will jointly entitled to get
 - a. **1(one) no. of two BHK flat** measuring about 1000 sqft more or less super built up area (the flat consisting of 2 bed rooms, 1 puja room 1 kitchen, 1 toilet, 1 W.C , 1 balcony and 1 dining room) at third floor south east portion (by pass side).
 - b. **One shop room** (with front shutter) about 100 square feet built up area on ground floor south east portion.
 - c. **One godown room** (with attached small toilet) measuring about 100 sqft built up area on the ground floor of the proposed building along

with all common rights and facilities and together with proportioned share of the land described in the **FIRST SCHEDULE**.

Apart from the aforesaid allocation the party of the First Part shall also be entitled to get a sum of Rs. 12,00,000/- (Twelve Lac) only as security deposit out of which Rs.5,00,000/- to be paid before signing of this agreement by cash/cheque, Rs.3,00,000/- after sanction of Building Plan from Rajpur-Sonarapur Municipality and the rest 4,00,000/- will be paid after completion of the building in lieu of the land share of the party of the First Part.

2. Mr. Ashim Dhar will entitled to get

- a. **1(one) no. of single BHK** flat measuring about 480 sqft more or less super built up area (the flat consisting of 1 bed rooms, 1 kitchen cum dining, 1 toilet, 1 balcony) at second floor north west portion.
- b. **1(one) no. of two BHK** flat measuring about 850 sqft more or less super built up area (the flat consisting of 2 bed rooms, 1 kitchen, 1 toilet, 1 W.C, 1 balcony and 1 dining room) at third floor north east portion (by pass side).
- c. **1(one) no. of two BHK** flat measuring about 850 sqft more or less super built up area (the flat consisting of 2 bed rooms, 1 kitchen, 1 toilet, 1 W.C, 1 balcony and 1 dining room) at fourth floor north west portion.
- d. **1(one) no. of three BHK** flat measuring about 1030 sqft more or less super built up area (the flat consisting of 3 bed rooms, 1 kitchen, 2 toilets, 1 balcony and 1 dining room) at second floor north east portion (by pass side).
- e. Mr Ashim Dhar will entitled to get 2 nos of four wheeler car parking and 1 no. of two wheeler parking at the ground floor of the building measuring about 125 sqft and 30 sqft more or less respectively.

Apart from the aforesaid allocation Mr Ashim Dhar shall also be entitled to get a sum of Rs. 7,00,000/- (Seven Lac) only as security deposit out of which Rs.3,00,000/- to be paid before signing of this agreement by cash/cheque and the rest Rs. 2,00,000/- after sanction of Building Plan

from Rajpur-Sonarpur Municipality and the rest 2,00,000/- will be paid after completion of the building in lieu of the land share of the party of the First Part.

Except the above the Owner shall not claim or demand any area in the proposed building on the said premises and also shall not demand any further amount or money for the sale of flat/s, unit/s, car parking space and other spaces in the Developer's allocation of the proposed building on the said premises.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Developer's allocation)

ALL THAT the remaining portion i.e. Total built up area of the building/s including all flats, car, parking areas, commercial area of the proposed building/s except the Owners allocation described in the **SECOND SCHEDULE** herein together with the proportionate share of land and right to use and enjoy the common areas facilities proposed buildings/s.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Building Schedule)

<u>BUILDING:</u>	Building comprising ground floor and upper floors sanctioned by the Rajpur Sonarpur Municipality sanctioned plan 200 mm outer wall in 1:6 cement mortar 75mm/125mm partition wall in 1:4 cement mortar.
<u>FOUNDATION:</u>	R.C.C. foundation as per sanction plan. Columns concrete pillar.
<u>WALL AND CEILING:</u>	200 M.M. thick external brick walls and 127/75 mm internal walls cement sand mortar, cement plaster, internal surfacing on cement plasters internal walls,

<u>FLOORING:</u>	Flooring in bed rooms, living hall, and verandah staircase will be floor tiles flooring.
<u>DOORS:</u>	Entrance door (main door) with one eye piece/to be made from flash door. Internal door: will be flash door made from commercial ply and sal wood frame shall be provided by the Developer to the Owners Toilet doors will be P.V.C. shutter and P.V.C. Frame
<u>WINDOWS:</u>	Made from Aluminum siding with glass panes.
<u>TOILET:</u>	Toilet with Western commode (white) shower basin (White) Dado of the toilet would have 6'-0" height glazed tile.
<u>KITCHEN:</u>	Cooking platform with black stone finished slab and with stainless steel sink up to 2'-6" above from the kitchen top (cooking platform) glazed tiles.
<u>ELECTRICALS:</u>	Concealed conduit piping with copper wiring with standard materials and fittings & fixtures of standard materials common meter for which separate charge including charge of transformer if any to be paid by the Owners proportionately. Details of points in the flat.

	<p>2 Nos. light point, 1 nos. fan point and 2 nos. 5 amp socket point with switch board having provisions of setting fan regulator in each room. Drawing /Dining Hall shall have 3 nos. light points 2 nos. fan points, 4 nos 5 amp socket point, Kitchen shall have two light points 1nos. 15 amp point, 1no. 5 amp point</p> <p>Toilets shall have 1no light point 1no. Geyser point 1 no. 5 amp point (outside toilet door) 1 exhaust fan point</p> <p>Staircase shall have 1 no. light point in each landing area.</p> <p>1 one calling bell point in each flat.</p> <p>Meter for staircase, pump, lift common areas/installations</p> <p>Individual electric meter and electrical fittings for each flat to be arranged by the Owners/Purchaser at his/her/their own cost. And for the purpose of installation cost of main electric line on the First schedule property shall be borne by all the parties of this agreement as per their proportionate share.</p>
<u>WATER SUPPLY:</u>	<p>Underground reservoir for corporation water with overhead water tank & pump motor arrangement for uplifting water to overhead tanks for water supply for drinking and sanitary use.</p>
<u>PAINTING:</u>	<p>The building shall be painted externally with weather coat or any other cement based paint.</p>

THE FIFTH SCHEDULE ABOVE REFERRED TO*(Description of the common area and facilities)*

- a. The R.C.C columns and beam, supports, main walls, corridors, lobbies, stairs and landings, stairways, lift elevator and lift room, lift well ,pump room, electrical Meter room and electric service of WBSEDCL, Entrance to and exit from this building and other areas and space of passage of the building , statutory open vacant land intended for common use.
- b. Installation of common services such as water, sewerage etc.
- c. Pump motors, pipes, ducts and all apparatus and installations in the buildings for common use.
- d. Underground water reservoirs and over head water tank, Septic tank, drainage system
- e. Roof of the building, outside walls, Boundary walls and main Entrance Gate.

IN WITNESS WHEREOF the **PARTIES** hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

In the presence of:-

WITNESSES:-

1. Ben's Deb Gosh
Ghor, Purbanatal
K01-200111.

Ashok Dey

Putul Dey

2. Aloke Swaha
Kuldhra

Ashwin Dhar
(Alias Ashwin Kumar Dhar)

Signature of the
OWNERS/FIRST PARTY
SHRI GRIN...

Chandni Dey
Partner

SHRI GRIN...

Signature of the
Partner (Ayush Mundhza)

Signature of the
DEVELOPERSECOND PARTY

MEMO OF CONSIDERATION

RECEIVED a sum of Rs.8,00,000/- (Rupees Eight Lakh) only from the **DEVELOPER** out of the total consideration money of Rs.19,00,000/- (Rupees Nineteen Lakh only) mentioned in **SECOND SCHEDULE** hereinabove as per memo below:-

<u>Date.</u>	<u>Chq No.</u>	<u>Bank Name/branch</u>	<u>Amount (Rs.)</u>
21-12-2022	RTGS	AXIS BANK	2,00,000/-
19-4-2023	139951	Do/Aspur	1,50,000/-
19-4-2023	139952	Do/Do	1,50,000/-
19-4-2023	*139953	Do/Do	1,00,000/-
19-1-2023		By Cash	2,00,000/-
			<u>8,00,000/-</u>

Received 8,00,000/- (Rupees Eight Lakh) only

WITNESSES :-

1. Benid Deb Gupta
S-14, Purbanand
K-01-700111.

Ashok Dey

Ratul Dey

Ashim Dhar

Alias Ashim Kumar Dhar

Signature of the **OWNERS/FIRST PARTY**


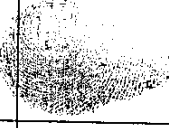








2. Ashok Deb
Kaldaha

Drafted by me












Prabin Kumar Roy
Advocate. W.B. 828/81
Alipore Criminal Court.
No-27.

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	Left Hand					
	Right hand					












Name - Signature

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	Right hand					

Name - Signature *Ashok Dey*

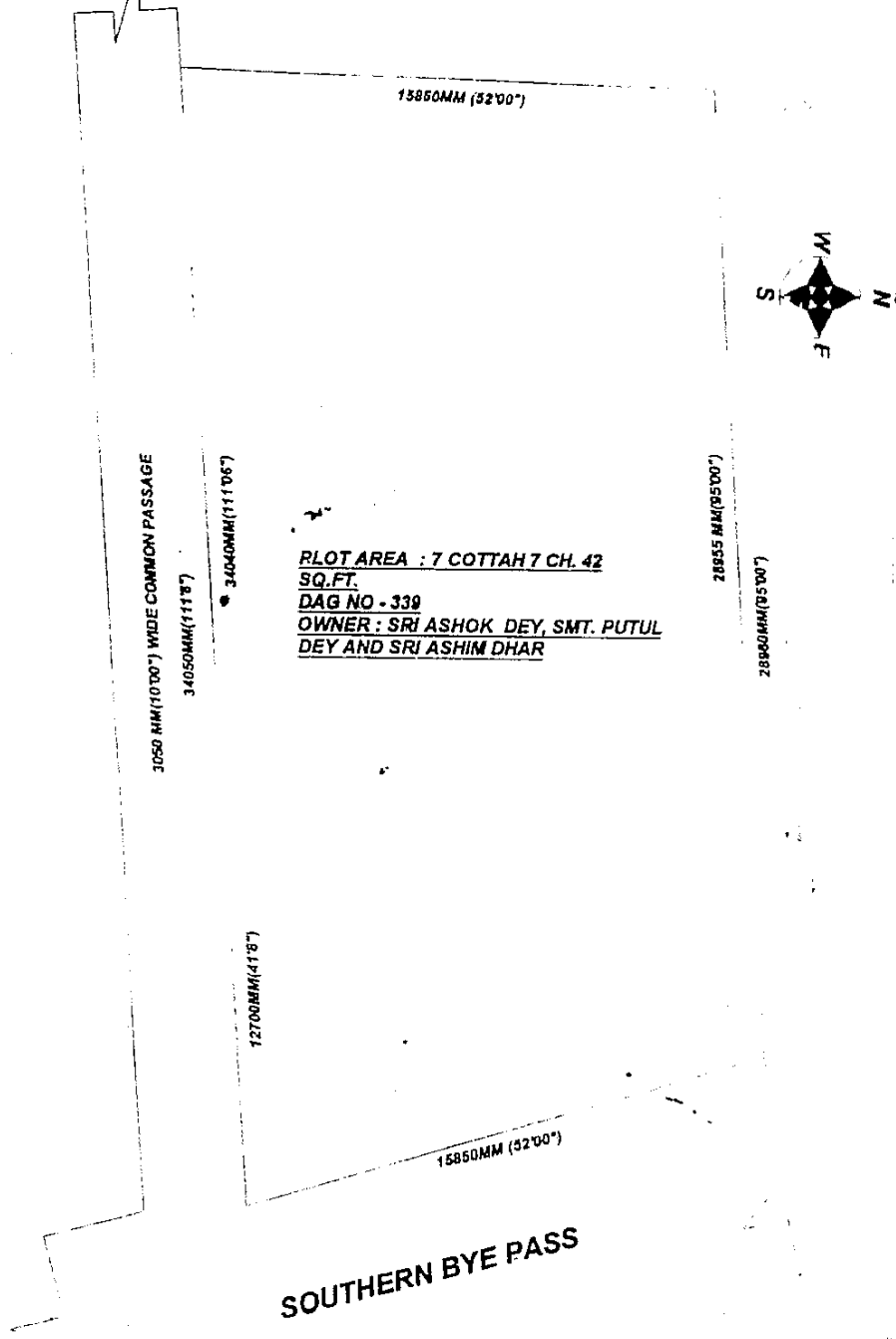
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Name - Signature *Pritul Dey*

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Name - Signature *Ashim Dhar, Alias Ashim Kumar Dhar*

SITE PLAN SHOWING AMALGAMATED PLOT AT MOUZA - CHOUHATI, J. L. NO. - 78, R. S. DAG NO. - 339 UNDER RAJPUR - SONARPUR MUNICIPALITY, P. S. - RAJPUR, DIST. - 24 PARGANAS (SOUTH), WARD NO. - 24, HOLDING NO. - 161.



**PLOT AREA : 7 COTTAH 7 CH. 42
SQ.FT.
DAG NO - 339
OWNER : SRI ASHOK DEY, SMT. PUTUL DEY AND SRI ASHIM DHAR**

SOUTHERN BYE PASS

SHRI GRIHAN DEVELOPER
Partner












Handwritten signature

SHRI GRIHAN DEVELOPER
Partner
Handwritten signature

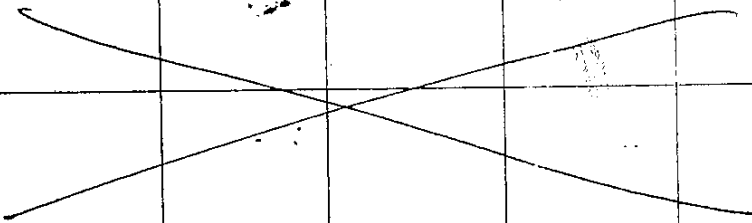
Ashok Dey
Putul Dey
Ashim Dhar
Alias Ashim Kumar Dhar

PHOTO		Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
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Name - Signature

PHOTO		Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
	Left Hand					
	Right hand					

Name - CHANCHAL DAS Signature - Chanchal Das

PHOTO		Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
	Left Hand					
	Right hand					

Name - AYUSH MUNDHRA Signature - Ayush (~~Ayush Mundhra~~)

PHOTO		Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
	Left Hand					
	Right hand					

Name - AYUSH MUNDHRA Signature - Ayush (Ayush Mundhra)



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



192023240019274848

GRN Details

GRN: 192023240019274848 Payment Mode: SBI Epay
GRN Date: 19/04/2023 12:07:25 Bank/Gateway: SBIEpay Payment Gateway
BRN : 3731251683623 BRN Date: 19/04/2023 12:07:48
Gateway Ref ID: CHM3388498 Method: State Bank of India NB
GRIPS Payment ID: 190420232001927483 Payment Init. Date: 19/04/2023 12:07:25
Payment Status: Successful Payment Ref. No: 2000975999/1/2023
[Query No/*/Query Year]

Depositor Details

Depositor's Name: Mr Chanchal Das
Address: 28desopriya block kol 149
Mobile: 9836496904
Period From (dd/mm/yyyy): 19/04/2023
Period To (dd/mm/yyyy): 19/04/2023
Payment Ref ID: 2000975999/1/2023
Dept Ref ID/DRN: 2000975999/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000975999/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	2021
2	2000975999/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	19021
Total				21042

IN WORDS: TWENTY ONE THOUSAND FORTY TWO ONLY.



Major Information of the Deed

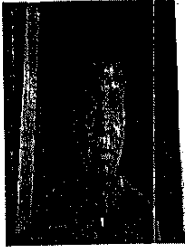





Deed No	I-1608-02865/2023	Date of Registration	19/04/2023
Query No /Year	1608-2000975999/2023	Office Where Deed is Registered	
Query Date	17/04/2023 3:03:11 PM	A.D.S.R. SONARPUR, District: South 24-Parganas	
Applicant Name, Address & Other Details	S R Chowdhury Sonarpur,Thana : Sonarpur, District : South 24-Parganas, WEST BENGAL, PIN - 700 Mobile No. : 9836496904, Status :Deed Writer		
Transaction	Additional Transaction:		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 19,00,000/-]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 59,36,695/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 19,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Ur area)		

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: BIDYASAGAR BLOCK,
Mouza: Chauhati, JI No: 76, Pin Code : 700149

Sch No	Plot Number	Khafian Number	Land Proposed	Use ROR	Area of Land	Set Forth value (In Rs)	Market Value (In Rs.)	Other
L1	LR-339 (RS :-)	LR-1362	Bastu	Bastu	1 Katha 4 Chatak 21 Sq Ft	1/-	10,13,099/-	Width of Appro: Road: 50 Ft.,
L2	LR-339 (RS :-)	LR-1363	Bastu	Bastu	1 Katha 4 Chatak 21 Sq Ft	1/-	10,13,099/-	Width of Appro: Road: 50 Ft.,
L3	LR-339 (RS :-)	LR-3146	Bastu	Bastu	4 Katha 15 Chatak	1/-	39,10,497/-	Width of Appro: Road: 50 Ft.,
TOTAL :					12.3681Dec	3 /-	59,36,695 /-	
Grand Total :					12.3681Dec	3 /-	59,36,695 /-	




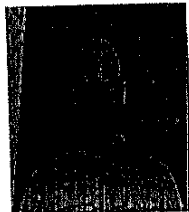

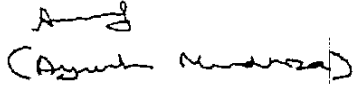
And Lord Details :

S/No	Name/Address/Photo/Finger print and Signature
1	Name Photo Finger Print Signature
1	<p>Mr ASHOK DEY (Presentant) Son of Late RATNESWAR DEY Executed by: Self, Date of Execution: 19/04/2023 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place : Office</p>   <p><i>Ashok Dey</i></p> <p>19/04/2023 LTI 19/04/2023 19/04/2023</p> <p>Chowhati Battala Bazar Vidyasagar Block, City:- Not Specified, P.O:- Chowhati, P.S:-Sonarpu District:-South 24-Parganas, West Bengal, India, PIN:- 700149 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: CPxxxxxx8G, Aadhaar No: 69xxxxxxxx4156 Status :Individual, Executed by: Self, Date of Execution: 19/04/2023 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place : Office</p>
2	<p>Mrs PUTUL DEY Wife of Mr ASHOK DEY Executed by: Self, Date of Execution: 19/04/2023 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place : Office</p>   <p><i>Putul Dey</i></p> <p>19/04/2023 LTI 19/04/2023 19/04/2023</p> <p>Chowhati Battala Bazar Vidyasagar Block, City:- Not Specified, P.O:- Chowhati, P.S:-Sonarpu District:-South 24-Parganas, West Bengal, India, PIN:- 700149 Sex: Female, By Caste: Hindu Occupation: House wife, Citizen of: India, PAN No.:: DOxxxxxx6Q, Aadhaar No: 47xxxxxxxx Status :Individual, Executed by: Self, Date of Execution: 19/04/2023 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place : Office</p>
3	<p>Mr ASHIM DHAR Son of Late ANIL KUMAR DHAR Executed by: Self, Date of Execution: 19/04/2023 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place : Office</p>   <p><i>Ashim Dhar</i> <i>Mrs Anil Kumar</i></p> <p>19/04/2023 LTI 19/04/2023 19/04/2023</p> <p>50 Lotus Park, City:- Not Specified, P.O:- Naktala, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Male, By Caste: Hindu, Occupation: Servi Citizen of: India, PAN No.:: AFxxxxxx5N, Aadhaar No: 83xxxxxxxx0673, Status :Individual, Executed by: Self, Date of Execution: 19/04/2023 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place : Office</p>

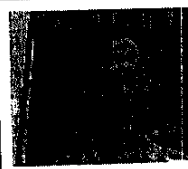

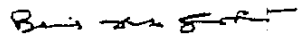
Developer Details :

Sl. No	Name	Address	Photo	Finger Print	Signature
1	SHRI GRIHAM DEVELOPER	Chowhati, City:- Not Specified, P.O:- Chowhati, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700149 , PAN No.:: aexxxxx5e,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl. No	Name	Address	Photo	Finger Print	Signature
1	Mr Chanchal Das Son of Late Gouranga Das Date of Execution - 19/04/2023, , Admitted by: Self, Date of Admision: 19/04/2023, Place of Admission of Execution: Office		 Apr 19 2023 4:58PM	 LTI 19/04/2023	 19/04/2023
28 Desopriya Block, City:- Not Specified, P.O:- Chowhati, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700149, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AJxxxxxx6G, Aadhaar No: 54xxxxxxxx5446 Status : Representative, Representative of : SHRI GRIHAM DEVELOPER (as partners)					
2	Mr Ayush Mundhra Son of Mr Bhagawati Prasad Mundhra Date of Execution - 19/04/2023, , Admitted by: Self, Date of Admission: 19/04/2023, Place of Admission of Execution: Office		 Apr 19 2023 4:58PM	 LTI 19/04/2023	 19/04/2023
15/2C Kamal Kunj Chatla Road, City:- Not Specified, P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJxxxxxx5M, Aadhaar No: 69xxxxxxxx5641 Status : Representative, Representative of : SHRI GRIHAM DEVELOPER (as partners)					

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Bimal Deb Gupta Son of Mr Haridas Deb Gupta Ghola Purbanchal, Block/Sector: B, City:- , P.O:- Ghola Bazar, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700111			
	19/04/2023	19/04/2023	19/04/2023
Identifier Of Mr ASHOK DEY, Mrs PUTUL DEY, Mr ASHIM DHAR, Mr Chanchal Das, Mr Ayush Mundhra			

Transfer of property for L1		
No	From	To. with area (Name-Area)
	Mr ASHOK DEY	SHRI GRIHAM DEVELOPER-2.11063 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mrs PUTUL DEY	SHRI GRIHAM DEVELOPER-2.11063 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Mr ASHIM DHAR	SHRI GRIHAM DEVELOPER-8.14688 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: BIDYASAGAR BLOCK,
Mouza: Chauhati, JI No: 76, Pin Code : 700149

Sch No	Plot & Khatian Number	Details of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 339, LR Khatian No:- 1362	Owner: অশোক দে, Gurdian: রত্নেশ্বর , Address: নিজ , Classification: বাস্তু, Area: 0.02000000 Acre,	Mr ASHOK DEY
L2	LR Plot No:- 339, LR Khatian No:- 1363	Owner: পুতুল দে, Gurdian: অশোক , Address: পাইকপাড়া, অশোক পল্লী, নিমতা, কোলকাতা-700 049 , Classification: বাস্তু, Area: 0.02000000 Acre,	Mrs PUTUL DEY
L3	LR Plot No:- 339, LR Khatian No:- 3146	Owner: অসিম ধর, Gurdian: অনিল কুমার ধর, Address: নিজ , Classification: বাস্তু, Area: 0.08000000 Acre,	Mr ASHIM DHAR

Endorsement For Deed Number : I - 160802865 / 2023

On 19-04-2023

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 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:43 hrs on 19-04-2023, at the Office of the A.D.S.R. SONARPUR by Mr ASHOK DEY one of the Executants.

Certificate of Market Value (WB RUVI Rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 59,36,695/-

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

Execution is admitted on 19/04/2023 by 1. Mr ASHOK DEY, Son of Late RATNESWAR DEY, Chowhati Battala Baz Vidyasagar Block, P.O: Chowhati, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700149, by caste Hindu, by Profession Service, 2. Mrs PUTUL DEY, Wife of Mr ASHOK DEY, Chowhati Battala Bazar Vidyasagar Block, P.O: Chowhati, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700149, by caste Hindu by Profession House wife, 3. Mr ASHIM DHAR, Son of Late ANIL KUMAR DHAR, 50 Lotus Park, P.O: Naktala, The Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Service Indetified by Mr Bimal Deb Gupta, , Son of Mr Haridas Deb Gupta, Ghola Purbanchal, Sector: B, P.O: Ghola Bazar Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700111, by caste Hindu, by profession Retired Person

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

Execution is admitted on 19-04-2023 by Mr Chanchal Das, partners, SHRI GRIHAM DEVELOPER, Chowhati, City: Not Specified, P.O:- Chowhati, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700149

Indetified by Mr Bimal Deb Gupta, , Son of Mr Haridas Deb Gupta, Ghola Purbanchal, Sector: B, P.O: Ghola Bazar, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700111, by caste Hindu, by profession Retired Person

Execution is admitted on 19-04-2023 by Mr Ayush Mundhra, partners, SHRI GRIHAM DEVELOPER, Chowhati, City: Not Specified, P.O:- Chowhati, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700149

Indetified by Mr Bimal Deb Gupta, , Son of Mr Haridas Deb Gupta, Ghola Purbanchal, Sector: B, P.O: Ghola Bazar, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700111, by caste Hindu, by profession Retired Person

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 19,021.00/- (B = Rs 19,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 19,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/04/2023 12:07PM with Govt. Ref. No: 192023240019274848 on 19-04-2023, Amount Rs: 19,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 3731251683623 on 19-04-2023, Head of Account 0030-03-104-001-16

Required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs

online = Rs 2,021/-

Stamp

Type: Impressed, Serial no 1524, Amount: Rs.5,000.00/-, Date of Purchase: 17/04/2023, Vendor name

Mode of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of

West Bengal on 19/04/2023 12:07PM with Govt. Ref. No: 192023240019274848 on 19-04-2023, Amount Rs: 2,021/-, I

Mode of Payment (SBIPay), Ref. No. 3731251683623 on 19-04-2023, 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 59664 to 59705
being No 160802865 for the year 2023.



Arindam

Digitally signed by ARINDAM
CHAKRABORTY
Date: 2023.05.04 11:44:51 +05:30
Reason: Digital Signing of Deed.

(Arindam Chakraborty) 2023/05/04 11:44:51 AM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SONARPUR
West Bengal.

(This document is digitally signed.)