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8-5/19/2022



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AE 642470

28/09/22
1-45 pm

S-2-2925555/22

Verified that the document in annex
to registration. The signature sheet
and endorsement sheets attached to
the document are the part of the
document.

Additional Dist. Registrar
Bagnan, 24 Pgs (N)

28 SEP 2022

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AGREEMENT FOR JOINT VENTURE DEVELOPMENT

THIS INDENTURE is made this 28th Day of September, 2022 Christian Era
BETWEEN

ক্রমিক নং ৪৭৬৬
সন ২০২২
তারিখ ২৬/০৯/২০২২
ক্রয়তার নাম
সাকিন
স্ট্যাম্প মূল্য
স্ট্যাম্প ভেতর
হাবড়া, এ.ডি.এস.আর, অফিস
জেলা-উত্তর ২৪ পরগণা
টি.ডি. নং
ক্রয়ের তারিখ
মোট মূল্য
ট্রেজারী অফিস বারাসাত, উত্তর ২৪ পরগণা
স্ট্যাম্প ভেতর-জয়ন্ত বিশ্বাস

নীলমণ্ডল - হাবড়া
হাবড়া

07 SEP 2022
180000



Addl. District Sub-Registrar
Belghoria, 24 Pgs. (N)
28 SEP 2022

GAURANGO TALUKDAR (Aadhar - 9226 3012 3987, PAN - ACDPT3472G) Son of Sasti Talukdar, by Nationality Indian, by faith Hindu, residing at Sailendra Nath Roy Chowdhury Sarani (Nityalal Kundu Lane), P.O. Birati P.S. Nimta, Dist. North 24 Parganas, Kolkata - 700051, presently at Amla Tola, Kathihar, Bihar-854105 hereinafter referred as the "**LAND OWNER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, successors, administrators, legal representatives and assigns) of the **FIRST PART**

AND

M/S. SWAPNO DEVELOPERS PRIVATE LIMITED (PAN- AARCS1775L) a Company under the Companies Act, 1956, Presently having its Registered office at 1008, Madhusudan Banerjee Road, P.O. Birati, P.S. Nimta District North 24 Parganas, Kolkata - 700051 represented by one of its Director **SRI SURAJIT CHAKRABORTY** (PAN - AFFPC9631M, AADHAR - 7635-1724-9928) , son of Late Sunil Kumar Chakraborty, by faith Hindu, by occupation - Business, residing at 5/A, Khalishakota Pally, P.O. Birati, P.S. DumDum, District North 24 Parganas, Kolkata - 700051 hereinafter called the "**PROMOTER/DEVELOPER**" (which expression shall unless excluded by or repugnant to the context or the subject be deemed to mean and include its heirs, successors, executors, administrators, legal representatives and assigns) of the **OTHER PART**

IN WITNESSETH

WHEREAS One Sailendra Nath Roy Chowdhury, since deceased, was sufficiently entitled to a plot of land measuring an area about 5 Cottahs more or less comprised in R.S. Dag No. 119, R.S. Khatian No. 345 and Modified Khatian No. 211 within Mouza Birati, J.L. No.7, Touzi No. 172, Re Su No. 139, Police Station - Nimta, North 24 Parganas, under the jurisdiction of the then A.D.S.R.O. Cossipore Dum Dum presently A.D.S.R. Belgharia under Ward No. 13 within local limits of North Dum Dum Municipality and the said land was recorded in the name of Kishan Chand in record of District Settlement.

AND WHEREAS after that said Kishan Chand went to other place leaving the possession of the property to said Sailendra Nath Roy Chowdhury and other co owners and then the possessors executed a 5 years Lease deed on 19.07.1953 in favour of one Murari Baidya.

AND WHEREAS while said Murari Baidya was in enjoyment of the leasehold property, he recorded his name in Revisional Settlement and after getting his name recorded in the Revisional Settlement, said Murari Baidya failed to leave the

property and handover the peaceful possessions to its actual owners even after expiry of stipulated term of 5 years.

AND WHEREAS after expiry of the Five years by way while said Murari Baidya denied to leave the premises, the owners had to approach the Ld. 3rd Munsiff Sealdah by filing Civil Case being No. 79 for the year 1958 and after having heard the parties, Ld Civil Judge passed its Judgment in favour of the actual land Owners.

AND WHEREAS being aggrieved by and dissatisfied with the judgment passed by Ld. 3rd Munsiff, Sealdah said Murari Baidya preferred an Appeal before 6th Sub Judge, Alipore and the Appellate Court was pleased to upheld the Judgment passed by Ld. 3rd Munsiff, Sealdah and thereafter said Murari Baidya preferred Second Appeal before Hon'ble High Court at Calcutta vide Appeal No. 1400/1963 and Hon'ble High Court was also satisfied with the Judgement passed by the lower court and appellate court and affirmed the same and thereafter in lieu of the said Judgements the owners took possession of the suit property and by dint of a Registered Deed of Partition Deed being No. 1386 dated 25.02.1970 recorded in Book No. 1, Volume No. 25 imprinted in pages from 282 to 291 registered before A.D.S.R. Cossipore, DumDum, said Sailendra Nath Roy Chowdhury became owner in respect of the aforesaid property alongwith other lands.

AND WHEREAS while said Sailendra Nath Roy Chowdhury was in actual khas possession and enjoyment of the aforesaid landed property, he died intestate leaving behind his sons namely Barin Roy Chowdhury, Pratap Roy Chowdhury, Prasanta Roy Chowdhury, Pabitra Roy Chowdhury and Daughters namely Ranjana Roy Chowdhury, Kalpana Banerjee and his wife Juthika Roy Chowdhury as his legal heirs and successors who became joint owners and possessors in respect of the aforesaid land according to Hindu Law of Succession.

AND WHEREAS in course of joint ownership and enjoyment in respect of the scheduled land said Barin Roy Chowdhury, Pratap Roy Chowdhury, Prasanta Roy Chowdhury, Pabitra Roy Chowdhury, Ranjana Roy Chowdhury, Kalpana Banerjee and Juthika Roy Chowdhury transferred the scheduled land in favour of One Rina Dutta wife of Golap Chandra Dutta by dint of Registered Saaf Bikroy Kobala Deed being No. 4003 dated 24.05.1973 recorded in Book No. 1 registered in the office of A.D.S.R. Cossipore, DumDum.

AND WHEREAS while said Rina Dutta was in actual khas possession and enjoyment of all that piece and parcel of land measuring an area about 5 Cottahs more or less comprised in R.S. Dag No. 119, R.S. Khatian No. 345 and Modified

Khatian No. 211 within Mouza Birati, J.L. No.7, Touzi No. 172, Re Su No. 139 Police Station - Nimta, North 24 Parganas, under the jurisdiction of the then A.D.S.R.O. Cossipore Dum Dum presently A.D.S.R. Belgharia under Ward No. 13 within local limits of North Dum Dum Municipality, by constructing a residential pucca unit thereon, she transferred said piece and parcel of land to the present Land Lord herein by way of a registered Deed of Sale dated 20.01.2005 being Deed No. 00999 registered before the District Sub-Registrar, North 24 Parganas at Barasat.

AND WHEREAS by virtue of said Deed the present Land Lord became actual owner and possessor in respect of total piece and parcel of land measuring about of land measuring an area about 5 Cottahs more or less comprised in R.S. Dag No. 119, R.S. Khatian No. 345 and Modified Khatian No. 211 within Mouza Birati, J.L. No.7, Touzi No. 172, Re Su No. 139 Police Station - Nimta, North 24 Parganas, under the jurisdiction of the then A.D.S.R.O. Cossipore Dum Dum presently A.D.S.R. Belgharia under Ward No. 13 within local limits of North Dum Dum Municipality, present Land Lord duly recorded his name before the concerned Municipality and acquired his Ownership recorded in respect of total land comprised in Municipal Holding Number 16(33) and at present the present Land Owner is in absolute possession and enjoyment in respect of a piece and parcel of land measuring about 5 Katha recorded in Municipal Holding No. 16(33) under Ward No. 13 within the Jurisdiction of North DumDum Municipality.

AND WHEREAS the Land owner herein was desirous to promote/develop the aforesaid piece and parcel of land but due to paucity of knowledge regarding promoting, he approached the Developer herein for construction of Multistoried building on the aforesaid plot of land (which briefly described in the schedule below) at his own cost strictly in accordance with the plan to be sanctioned by the local North Dum Dum Municipality upon certain terms and conditions and the Developer agreed to accept the said proposal.

AND WHEREAS knowing such desire of the Land owner the said '**M/S SWAPNO DEVELOPERS PRIVATE LIMITED**', a Company under the Companies Act, 1956, Presently having its Registered office at 1008, Madhusudan Banerjee Road, P.O. Birati, P.S. Nimta, Kolkata - 700051, District North 24 Parganas became interested to undertake such constructional work by using its own finance and made a proposal to the Land owner to that effect and on discussion, the Land owner herein became agreed to enter into an Agreement allowing the said person/firm to

undertake such construction on the said plot the proposed multistoried building at the cost and expenses to be incurred by the said Developer/Firm under certain terms and conditions and accordingly both the Land owner and the Developer agreed to enter into an Agreement for Construction of the said building.

AND WHEREAS for avoiding any future litigations and complications, both the Land owner and the Developer herein agreed to execute this agreement on certain terms and conditions and certain rights and obligations of which both the Parties will be binding upon which is hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :

1. The Land owner hereby accepts the offer of the Developer/Builder in respect of the construction of the building mentioned in the **SCHEDULE** hereunder written, to be constructed at the costs and expenses of the Developer on the terms and conditions which is mentioned hereinafter.
2. **DEMOLISHING OF OLD BUILDING :-**
The Developer will demolish the old building in his cost and all material will be taken by the Developer.
3. **BUILDING :** shall mean the ground plus Three storied (depending upon the consideration of Municipal Authority) Building intended to be constructed on the said property mentioned in the **SCHEDULE** hereunder written and shall include other common areas and facilities intended for the enjoyment of the Building by its occupants.
4. **OWNER'S ALLOCATION :** in consideration of the Developer of the property mentioned in the **SCHEDULE** hereunder written, the Land owner will get the following allocation :-
The Land owner will get One 44% of the Built Up area (which will be calculated after getting the sanctioned building plan by the Municipality) in the following manner :
 - i. The Owners will get entire Second Floor.
 - ii. One self contained Flat (2 BHK) on Third floor South- East Side measuring about more or less 628 sqft builtup area of building.
 - iii. One car Parking measuring about 150 sq ft builtup area in the Ground Floor at parking space.

- iv. The Owner will get One self contained Flat along with car Parking collectively measuring about 600 sq ft to 628 sq ft Built Up area on Ground floor South-East side of the proposed building after obtaining the completion certificate from the concerned Municipality.

Financial Terms by & between the parties :-

Total earnest money as an advance Rs.11,000/- (Rupees Eleven Thousand only) on the day of execution of this Agreement as a security deposit and that will be refundable or adjustable to the developing company after completion of the building.

5. **DEVELOPER'S ALLOCATION** : shall mean and include the total constructed area of the flats and car parking spaces save and except Land owner's Allocation and the common rights with the Land owner as to the common areas and the common right of roofs of the purchaser together with the right on the part of the Developer to enter into any Agreement for Sale, transfer, lease, rent, assign or in any way deal with the same to aforesaid Developers' Allocation together with Common Areas and appurtenances, subject to the terms and conditions hereunder written.

6. **COMMON FACILITIES & AMENITIES** : shall mean and include stair ways, passage, pumps room, underground water reservoir, overhead water tank, water pump and motor provided by the Developers and the other facilities which may be mutually agreed upon between the parties and required for enjoyment, maintenance and/or management of the Building.

7. **PROPERTY** : **ALL THAT** piece and parcel of land measuring an area about 5 Cottahs more or less comprised in R.S. Dag No. 119, R.S. Khatian No. 345 and Modified Khatian No. 211 within Mouza Birati, J.L. No.7, Touzi No. 172, Re Su No. 139 Police Station - Nimta, North 24 Parganas, under the jurisdiction of the then A.D.S.R.O. Cossipore Dum Dum presently A.D.S.R. Belgharia under Ward No. 13 within local limits of North Dum Dum Municipality having Municipal Holding No. 16(33) under Police Station - Nimta, Presently under A.D.S.R.O. Belgharia, District : North 24 Parganas, within local limits of North Dum Dum Municipality presently under Ward No. 13.

8. **OWNER'S RIGHT AND REPRESENTATION** :

- (a) The said property acquired by the Land owner is free from all encumbrances, charges, liens, lispedence, transfers, attachment and/or acquisition, requisition whatsoever.
- (b) The said property is not affected by the Provision of Urban Land (Ceiling & Regulation) Act, 1976.
- (c) The Land owner declare and represent that they have good and absolute right and title to the said property and they has good marketable title to enter into this Agreement with the Developers. It is further declared that the Original Title Deed and other documents relating to the property, and other documents relating to the property, lying with the Land owner which is fully set forth in the SCHEDULE 'B' hereunder written and the Land owner hereby undertake to produce or cause to be produced the original Deed, Mutation Certificate, Assessment Roll upto dated Tax Receipts/Bills more fully and particularly mentioned in the **SCHEDULE 'B'** hereunder mentioned before the Authority concerned or when the occasion so demanded and/or on the demand of the Developer.

9. **OWNER'S OBLIGATION :-**

- a) That the within Four month from the date of execution of this Indenture, the Land owner will be strictly liable deliver the vacant khas possession in respect of the said property to the Developer for undertaking the constructional works as per terms of this Agreement with the Developer and it is mentioned that at the time of execution of the agreement the land owner is liable to hand over the Original Title Deeds and other allied necessary papers related to the said property to the Developer for producing before the Authority concerned or when the occasion so demanded and/or on the demand of the developer or when the occasion so arises.
- b) That the Land owner will grant exclusive License and permission to construct, erect and/or complete the said Building as per Building Plan to be sanctioned by the North Dum Dum Municipality.
- c) That the Land owner shall not do any acts or thing whereby the Developer shall be prevented from construction and completion of the Building provided

always, the Developer will not violate the terms and conditions of this Agreement.

- d) It is recorded that after verification of the Land owner' right, title and interest in respect of the Schedule 'A' property and on being satisfied about the same, the Developer will start the constructional work on and over the schedule 'A' property in terms of this agreement.
- c) It is hereby agreed by and between the Land Owner and the Developer that till the date of forming an Association of Flat Owners of the Building, the Land Owner will pay the maintenance charges of the Owners allocation @ Rs. 1/- per Sq Ft to the Developer and after formation of the Flat Owners Association the maintenance charges will be paid to the Flat Owners Association/Ad-Hoc Committee formed by the Flat Owners.
- f) It is further agreed by and between the Land Owner and the Developer that in case of shortfall of area in Owner's allocation, the Owner will be liable to get proportionate amount which will cost @ Rs. 2800/- per sq Ft (over super built up area) from the Developer and in case of any increased area of the Owners allocation, the Owner will be liable to Pay or adjust from owner's allocation the cost of increased portion @ Rs.2800/- per Sq Ft (over super built up area) to the Developer.
- g) That the owner shall bear all the cost of installation of Electric meter installed in his respective allocation and also liable to pay the charges and/or cost as bulk electricity on account of installation of Transformer for the G+3 stored building.

10. **DEVELOPERS' OBLIGATION :**

- a) That the Developer shall complete the construction of the said G+3 storied building in accordance with the sanctioned Building Plan within a period of 36 (Thirty Six) months from the date of obtaining the Building Plan in terms of the specifications mentioned in the Schedule 'D' below and if within the said period, if the building is not completed for the cause beyond the control of the Developer in that event, the time will be extended amicably by both the parties. But it is specifically agreed and settled between the developer and the Land owner that the developer will submit the proposed building plan to

the office of the North Dum Dum Municipality within three months from the date of demolishing the old structure lying on the Land for the purpose of construction.

- b) That the Developer shall construct the proposed building as per sanctioned Building Plan in terms of the specification mentioned in Schedule 'D' below within the stipulated time stated above.
- d) That the Developer or its nominee/nominees or Purchaser/Purchasers on completion of the Building, shall punctually and regularly pay taxes to the Authority concerned and shall kept the Land owner' indemnified against all claims, demands, actions, costs, charges and expenses and proceeding whatsoever directly or indirectly instituted against or suffered or incurred by the Land owner or paid by the Land owner, as the case may be in case of any default by the Developer and/or its nominees or Purchaser or its behalf.
- e) That from the date of completion of the Building, the Developer and/or its nominee or Land Owner or any intending Purchaser shall also be responsible and/or liable to bear charges for maintenance of common facilities in the building with Owner.
- f) It is agreed between the Developer and the Land Owner that no rent will pay to the land owner by the developer as shifting purpose within the completion time of the building.

11. **TRANSFER OF TITLE :**

- (i) For the purpose of execution of Deed of Conveyance in favour of the Developer and/or nominee/Purchaser, the cost of construction of Owner'/Vendor's allocation and the amount paid to the Land owner will be the value of the land underneath.
- (ii) That the Land owner/Vendor shall transfer or convey the proportionate undivided share in the said land underneath comprised in the said property in favour of the Developer or its nominee or nominees in such part or parts as shall be desirable by the Developer at a consideration as herein before mentioned.

12. **MISCELLANEOUS :**

- i) If on account of circumstances, beyond control of the parties, the transaction fails on any ground whatsoever, the property of the new construction made in the meantime, shall revert back to the Land owner, free from all encumbrances and the Developer shall have no claim whatsoever against the Land owner, provided further that in case due to unforeseen circumstances, the building is not completed by the Developer within the stipulated or grace period as stated in clause (a) under the heading **"DEVELOPER'S OBLIGATION"**, the Land owner may cancel this Agreement or may take up the work of construction through other Agency or directly himself. In that case, the Developer will be paid the actual cost of the constructions, so far made, by the Developer which is to be determined by the Chartered Engineer, to be appointed by the Land owner. The said cost of construction without interest will be paid on cancellation of the Agreement. In this case of such cancellation the Land owner will inform the same to the Developers in writing at this Official address given herein, prior to such cancellation.
- ii) That the Developer or his nominees AND the Land owner shall be entitled to form an Association or to form any Scheme for the management of the said building and/or common parts thereof and till the date of formation of Flat Owner's Association(after handing over the owner's allocation to the Land Owner) the Land Owner will pay Rs. 1/- Sq Ft as Maintenance Charge of his respective proportion to the Developer.
- iii) Before execution and registration of Deed of Sale in respect of undivided proportionate share of land beneath and the flat in favour of the purchaser (s) the Developer shall apply to obtain necessary Clearance Certificate from the Authority Concerned, if required, for the purpose of Registration.
- iv) The name of Building will be decided by the Developer Company.
- v) That the Developer shall be at liberty to collect and receive payment of money from the intending Purchaser, being its nominee, in respect of proposed constructed area of Developer's Allocation of the building and to incur and meet the expenditure there from for the purpose of development of the said Scheme of Construction of the Building and it shall at liberty to enter into an

Agreement with the said Intending Purchaser at its absolute discretion and the Owner/Vendor shall not interfere in this regard. On the other hand, the Owner/Vendor shall not be held responsible/liable for receiving such payment.

- vi) That the Owner/Vendor undertakes to sign in all Forms, Applications, Affidavits and in all papers as per demand of the Developer for Building Plan.
- vii) That the constructional work shall be at sole risk and responsibility of the Developer/Builder. It is further agreed that the Owner/Vendor shall not in any way be responsible for Technical and/or Engineering defects in respect of construction and/or other defects in respect of workmanship and the Developer shall be solely responsible in this regard.
- viii) **Covered area, Builtup area, super builtup area shall mean and include as the following:**
 - a) **Covered area** : Here the covered area means the area covered with entire wall & to be constructed for the unit including 50% area covered by the common partitioned wall between two units and cent percent area covered by the indivisual walls for the said unit.
 - b) **Built up area** : Here builtup area means total covered area for any unit plus proportionate share of staircase, lift and lobby.
 - c) **Super builtup area**: Here the term super builtup area means total builtup area plus proportionate share of the service area.
- ix) It is agreed by and between the Land Owner and the Developer that a demarcated portion of the top roof (excluding the portions as specifically mentioned in this Agreement) of the Said Building shall remain common to all residents of the Said Building (Common Roof, excluding the portions as specifically mentioned in this Agreement) and all common installations such as water tank shall be situated in the Common Roof and the balance of the top roof of the Said Building shall belong to the Developer and the Land Owner with right of exclusive transfer and the intending Purchaser of individual flats/units specifically agrees not to do any act, which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Developer shall always have the right of further construction on the entirety of the top roof (by taking permission

from the concerned authorities) and the Purchaser specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all residents of the Said Building.

- x) That it is agreed by and between Land Owner and the Developer that the Developer can gift or transfer any portion of the Land to any Government authority or individual person and Land Owner shall raise no objection regarding such Gift or transfer and /or it further agreed by the parties of this Indenture that the Developer will be at liberty to apply before the concerned authority for the purpose of amalgamation and to get amalgamated any adjacent land of the land described in the Schedule for betterment of Construction and Land Owner shall have no objection for the same.
- xi) That the Land owner/First Part do hereby agree to appoint the Developer their true and lawful **ATTORNEY** by executing a **REGISTERED GENERAL POWER OF ATTORNEY** for the purpose of fulfillment of the Scheme of Construction of the proposed building consisting of a number of self contained flats to be constructed upon the land, mentioned in the **SCHEDULE 'A'** hereunder written empowering the Developer on their behalf to do, execute and perform all or any one of the acts, deeds, things, relating to the said matter for the purpose of smooth completion of the said project and for the following :
 - a) To look after, manage control, supervise, develop construct and/or maintain the property mentioned in **SCHEDULE 'A'** hereunder written in our names and on our behalves our **ATTORNEY** and/or authorised Agent.
 - b) To alter and/or revise the sanctioned Building Plan for the purpose of construction of the proposed Building on our said land/premises more fully described in the **SCHEDULE 'A'** hereunder written and to verify and check up the same by Civil Engineer and after proper verification.
 - c) To sign application for Sanction of the Building Plan and/or Amended Plan and/or relevant paper and documents in this regard and represent me before any office of the North Dum Dum Municipality, B.L.L.R.O, K.I.T., K.M.D.A., W.B.S.E.D.C.L., Survey, Traffic, Fire Brigade and/or any other offices which may be required for the purpose of re-building and other acts, deeds or

- k) To appoint, Masons, Labour, Contractor, Sub-Contractor, Agent, Sub-Agent, Durwans, Store-keepers, Architect, Engineer for the purpose of construction of the proposed Building in the Schedule premises at the costs, expenses and responsibilities of our said ATTORNEY and to do his/their durite and to pay his/their remunerations etc. without making us liable for the same in any manner.
- l) To settle, adjust compromise or differences with any person or persons organization, etc. regarding my landed property and/or the proposed construction of the Building in our names and on our behalves.
- m) To concur in doing anyone or more of the acts, deeds and things hereinbefore mentioned in relation to said construction and its affairs.
- n) To appear and represent before the WBSEDCL, C.E.S.C. Authority for getting connection of Meter, Sub-Meter in the said proposed Building to be constructed upon the land mentioned in the **SCHEDULE 'A'** hereunder written and to put signature on our behalves and in our names in all relevant papers and documents and to do all other allied act or acts for getting Electric connection and/or meter in all Flat or Flats.
- o) To appear and represent before the North Dum Dum Municipality for providing water connection and/or widening of ferule of pipe lines in the said proposed Building.
- p) To invite application from the intending Purchaser or Purchasers in respect of the Developer's Allocation only in the proposed Building as per terms of the said Agreement.
- q) To negotiate with any intending Purchaser or Purchasers of the proposed Flats to be constructed on our said land morefully mentioned in the **SCHEDULE 'A'** hereunder written and if required on said ATTORNEY shall have every right to execute, enter into any Agreement for Sale of the Proposed Flat/Flats with them and to receive Earnest Money and/or any part payment thereof and acknowledge receipt of the same and to execute the final Deed of

- k) To appoint, Masons, Labour, Contractor, Sub-Contractor, Agent, Sub-Agent, Durwans, Store-keepers, Architect, Engineer for the purpose of construction of the proposed Building in the Schedule premises at the costs, expenses and responsibilities of our said ATTORNEY and to do his/their durite and to pay his/their remunerations etc. without making us liable for the same in any manner.
- l) To settle, adjust compromise or differences with any person or persons organization, etc. regarding my landed property and/or the proposed construction of the Building in our names and on our behalves.
- m) To concur in doing anyone or more of the acts, deeds and things hereinbefore mentioned in relation to said construction and its affairs.
- n) To appear and represent before the WBSEDCL, C.E.S.C. Authority for getting connection of Meter, Sub-Meter in the said proposed Building to be constructed upon the land mentioned in the **SCHEDULE 'A'** hereunder written and to put signature on our behalves and in our names in all relevant papers and documents and to do all other allied act or acts for getting Electric connection and/or meter in all Flat or Flats.
- o) To appear and represent before the North Dum Dum Municipality for providing water connection and/or widening of ferule of pipe lines in the said proposed Building.
- p) To invite application from the intending Purchaser or Purchasers in respect of the Developer's Allocation only in the proposed Building as per terms of the said Agreement.
- q) To negotiate with any intending Purchaser or Purchasers of the proposed Flats to be constructed on our said land morefully mentioned in the **SCHEDULE 'A'** hereunder written and if required on said ATTORNEY shall have every right to execute, enter into any Agreement for Sale of the Proposed Flat/Flats with them and to receive Earnest Money and/or any part payment thereof and acknowledge receipt of the same and to execute the final Deed of

Conveyances by the said ATTORNEY in respect of their Developers Allocation only as per said Agreement.

- r) That the Developer will make the necessary arrangement for obtaining Building Plan for construction of new Building therein in accordance with the Plan, the Developer will bear all the expenses and cost thereto. The Debris of the said structure will be absolute property of the Developer and Developer will have absolute right to deal with the same at its own discretion.

13. LEGAL ACTION

That if any disputes and differences may arise by and between the parties herein touching any terms and conditions of this Agreement the same shall be referred to the Arbitrator nominated and appointed by the Developer and Fees of the Arbitrator will be borne by both the Land Lord and the Developer.

SCHEDULE 'A' ABOVE REFERRED TO

(Description of the Total Premises)

500 sq ft Rec.
ALL THAT piece and parcel of land measuring an area about 5 Cottahs more or less comprised in R.S. Dag No. 119, R.S. Khatian No. 345 and Modified Khatian No. 211 within Mouza Birati, J.L. No.7, Touzi No. 172, Re Su No. 139 Police Station - Nimta, North 24 Parganas, under the jurisdiction of the then A.D.S.R.O. Cossipore Dum Dum presently A.D.S.R. Belgharia under Ward No. 13 within local limits of North Dum Dum Municipality having Municipal Holding No. 16(33) S. N. Roy Chowdhury Sarani. *Along with*

The property butted and bounded by :-

- On the North** : Plot No.4.
On the South : 12 Ft wide Road.
On the East : Plot No.5.
On the West : Dag No. 120 & 121.

THE SCHEDULE 'B' ABOVE REFERRED TO

(ORIGINAL DOCUMENTS TO BE SUBMITTED BY LAND OWNER)

1. Mutation Certificate in favour of the Present Owner.
2. Assessment Roll in respect of present Owner
3. Up to Date Tax Receipts/Bills

Bismit Chakraborty
Gouranga Talukdar.

4. Title Deeds

THE SCHEDULE 'C' ABOVE REFERRED TO

(OWNERS ALLOCATION)

In consideration of the Developer of the property mentioned in the **SCHEDULE** hereunder written, the Land owner will get the following allocation :-

The Land owner will get one 44% of the constructed area (which will be calculated after getting sanctioned building plan by the municipality) in the following manner :

- i. The Owners will get entire Second Floor.
- ii. One self contained Flat (2 BHK) on Third floor South- East Side measuring about more or less 628 sqft builtup area of building.
- iii. One car Parking measuring about 150 sq ft builtup area in the Ground Floor at parking space.
- iv. The Owner will get One self contained Flat along with car Parking collectively measuring about 600 sq ft to 628 sq ft Built Up area on Ground floor South-East side of the proposed building after obtaining the completion certificate from the concerned Municipality.

Financial Terms by & between the parties :-

Total earnest money as an advance Rs.11,000/- (Rupees Eleven Thousand only) on the day of execution of this Agreement as a security deposit and that will be refundable or adjustable to the developing company after completion of the building.

THE SCHEDULE 'D' ABOVE REFERRED TO

DEVELOPER'S ALLOCATION

The entire Building and it is to be constructed flats and car parking spaces in the **SCHEDULE 'A'** premises save and except the Owner's Allocation stated above and

also undivided and proportionate share in the land underneath together with the common right of common areas and roof of the Building

THE SCHEDULE 'E' ABOVE REFERRED TO

(SPECIFICATION OF CONSTRUCTION)

A) STRUCTURE :

Reinforced Cement Concrete Structure with Tie Beams in Ground Floor to avoid un-equal settlement of Column.

B) BRICK WALL : .

All Exterior Brick Work shall be 8" thick 1:6 C.M. and all Partition shall 5"/3" Thick of C.M.(1.4).

C) FLOORING, SKIRTING & DADO :

All rooms including Verandah will be laid with Cast in Tiles to Floor and Skirting upto 4" Height W.C. Bath and Kitchen only Glazed Tiles may be provided upto a height of 6' ft. on all four sides of the Toilet, Tiles/ Marble Flooring on the floor of W.C. and Bath drawing cum dining and Kitchen.

D) PLASTER :

This outside of the Building will have 20 mm Thick (Average) with CM 1:6 whereas the inside Ceiling and Wall Plaster will be 6 mm & 10 mm Thick (Average) with C.M. 1:4 respectively.

E) DOORS AND WINDOWS :

i) MAIN DOOR : Plywood Door painted both side in two coats of which one is primer. The Door will be fitted with Night Latch, Telescopes Peep-Hole, Frame will be made of Sal Wood. Aluminum Tower Bolt and Ring will be fitted inside portion of the Door having a standard of ISI

ii) OTHER DOORS :

A. Phenol Bonded Commercial Ply Wood painted both sides with handle on wooden Frame.

B. Frames of all Doors will be Sal Wood.

- C. Frame and Door of the each toiled will be provided with P.V.C. Doors.
- iii) **Windows :**
- a) The Windows Shutter will be fully Glazed and made of Still will be Still and 3 mm Thick Glass Panels will be fitted in Windows/ or alluminium sliding.
 - b) The Windows of Toilets shall have Translucent Glass
 - c) M.S. Grill will be fitted in Verandah
- F) **WHITE WASH & COLOUR WASH :**
- The Building shall be painted externally with coloured Snowcem/Rubicem. The inside of the Building will be of Plaster of Paris.
- G) **TOILET AND KITCHEN :**
- Western Type W.C. (White Colour) will be provided with Shower and 2 Taps in each toilet of Standard Quality.
- Kitchen room will be provided with black stone Cooking Platform/Work Table Top with Concrete Shelves and Black Stone/Sink and One Tap will be provided
- H) **STAIRCASE :**
- Staircase Room will be marble /Tiles finishing with M.S. Grill in Windows/3 mm. thick Glass for Light and Ventilation, Stair-Case Railing with M.S. Grill.
- I) **ROO F :**
- i) Necessary water proofing will be provided over Roof Slab.
 - ii) 3'-0" High Parapet Wall will be provided
 - iii) Rain Water pipes for proper Drainage
- J) **ELECTRICAL INSTALLATION :**
- i) Arrange for Separate Electric Meter for each Flat and one Common Electric Meter for entire Building
 - ii) 2 Light Points, 1 Fan Point and 1 Plug Point in Bed Rooms and one Bed room will be provided

- iii) 2 Light Points, 2 Fan Points and 2 Plug Points in Drawing-Cum-Dining Room.
- iv) 1 Light Point, 2 Plug point, 1 Geyser point in toilet and 1 Light Point, 1 Plug Point and 1 Exhaust Fan Point to be provided in Kitchen.
- iv) All Wiring will be concealed having wire of reputable maker together with joining Box.

K) **WATER SUPPLY :**

- A) R.C.C. Underground and RCC/PVC Overhead Reservoir will be provided as per Design.
- B) Suitable Electric Pump will be provided for steady supply of water to the Building to be supplied by the North DumDum Municipality.

L) **PLINTH PROTECTION :**

Cement Concrete all round the Building with Surface Drainage will be provided.

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

WITNESSES :

- ✓ 1. Sima Talukdar.
54/1, S.N. ROY CHOWDHURY SARANI
BIRATI, KOLKATA-700051

2. Soumi Roy Chowdhury
S/o Shibu Roy Chowdhury
3/103 Mahatuli Nagar
Birati KOL-51

Gaurango Talukdar.
SIGNATURE OF THE OWNER

Drafted and prepared by

~~Nilanjan Das
Advocate
Barasat Judges' Court.~~

SWAPNO DEVELOPERS PRIVATE LIMITED

Srijit Chakraborty
Director

SEAL & SIGNATURE OF DEVELOPER

Memo of Consideration

Received from M/S SWAPNO DEVELOPERS PVT. LTD. A sum of Rs. 11,000/- (Rupees Eleven Thousand) Only as a security money today vide
Chaque no. 231807 Dated.... 28/09/2022 of AXIS
Bank.... Nimta Branch

11,000/-
Total Rs. 11,000/-

(Rupees Eleven Thousand) Only

WITNESS:

✓ 1. Sima Talukdar.
54/1, S.N. ROY CHOWDHURY SARANI
BIRATI, KOLKATA-700051

SWAPNO DEVELOPERS PRIVATE LIMITED

Sanjit Chakraborty
Director

DEVELOPER

2. Soumi Roy Chowdhury

Gaunango Talukdar

LANDOWNER










Drafted by me

Nilanjan Das
Adv.

NILANJAN DAS
Advocate
District Judge's Court
Barasat, North 24 Pgs
Enr. No. F/2213/1896/2011
Mob. :- 8910313003

UNDER RULE 44A OF THE I.R. ACT 1908









(1) Name: SURAJIT CHAKRABORTY

LITTLE	RING	MIDDLE	FORE	THUMB	 <p>সুরজিত চক্রবর্তী</p> <p>সুরজিত চক্রবর্তী</p> <p>৩১৭ ২১৩</p>
					
THUMB	FORE	MIDDLE	RING	LITTLE	
					

Surajit Chakraborty
Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name: GAURANGIO TALUKDAR

LITTLE	RING	MIDDLE	FORE	THUMB	 <p>গৌরঙ্গিও তালুকদার</p> <p>গৌরঙ্গিও তালুকদার</p>
					
THUMB	FORE	MIDDLE	RING	LITTLE	
					

Gaurangio Talukdar
Signature of the Presentant

All the above fingerprints are of the above named person and attested by the said person.

N.B. : L.H. = Left hand finger prints & R.H. = Right hand finger prints.



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

GRN Details

GRN: 192022230130635691 Payment Mode: Online Payment
GRN Date: 28/09/2022 11:28:53 Bank/Gateway: State Bank of India
BRN : IK0BXEDXK2 BRN Date: 28/09/2022 11:29:58
Payment Status: Successful Payment Ref. No: 2002925555/2/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: SURAJIT CHAKRABORTY
Address: DUMDUM N24PGS 700051
Mobile: 8910016093
Depositor Status: Buyer/Claimants
Query No: 2002925555
Applicant's Name: Mr Souri Roy Chowdhury
Identification No: 2002925555/2/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002925555/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	6921
2	2002925555/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	131
			Total	7052

IN WORDS: SEVEN THOUSAND FIFTY TWO ONLY.

Major Information of the Deed

Deed No :	I-1526-05919/2022	Date of Registration	28/09/2022
Query No / Year	1526-2002925555/2022	Office where deed is registered	
Query Date	27/09/2022 6:20:53 PM	A.D.S.R. Belghoria, District: North 24-Parganas	
Applicant Name, Address & Other Details	Souri Roy Chowdhury 3/103 Mahajati Nagar, Thana : Airport, District : North 24-Parganas, WEST BENGAL, PIN - 700051, Mobile No. : 8910016093, Status : Solicitor firm		
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 : 11,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 43,87,504/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 131/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



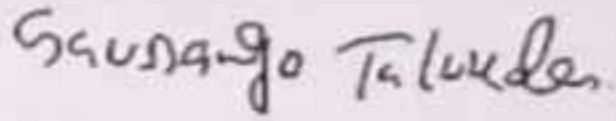
District: North 24-Parganas, P.S:- Nimta, Municipality: NORTH DUM DUM, Road: S.N. Roy Chowdhury Road, Mouza: Birati, , Ward No: 13 JI No: 0, Pin Code : 700051

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-119	RS-211	Bastu	Bastu	5 Katha	1/-	40,50,004/-	Width of Approach Road: 12 Ft.,
Grand Total :					8.25Dec	1 /-	40,50,004 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	1/-	3,37,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		500 sq ft	1 /-	3,37,500 /-	



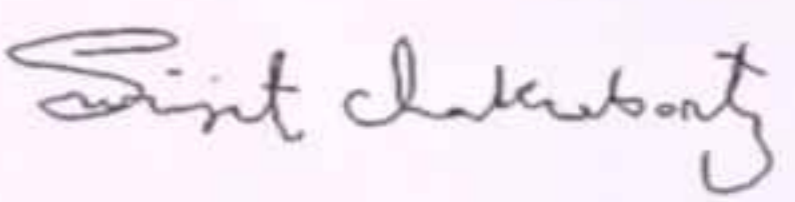
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Gaurango Talukdar Son of Mr Sasti Talukdar Executed by: Self, Date of Execution: 28/09/2022 , Admitted by: Self, Date of Admission: 28/09/2022 ,Place : Office	Photo  28/09/2022	Finger Print  LTI 28/09/2022	Signature  28/09/2022
S N Roy Chowdhury Sarani, City:- , P.O:- Birati, P.S:-Nimta, District:-North24-Parganas, West Bengal, India, PIN:- 700051 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: acxxxxxx2g, Aadhaar No: 92xxxxxxxx3987, Status :Individual, Executed by: Self, Date of Execution: 28/09/2022 , Admitted by: Self, Date of Admission: 28/09/2022 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Swapno Developers Private Limited 1008 M B Road, City:- , P.O:- Birati, P.S:-Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700051, PAN No.:: aaxxxxxx5l,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Surajit Chakraborty (Presentant) Son of Late Sunil Kumar Chakraborty Date of Execution - 28/09/2022, , Admitted by: Self, Date of Admission: 28/09/2022, Place of Admission of Execution: Office	Photo  Sep 28 2022 6:50PM	Finger Print  LTI 28/09/2022	Signature  28/09/2022
5/a Khalisa Kota Pally, City:- , P.O:- Birati, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700051, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: afxxxxxx1m, Aadhaar No: 76xxxxxxxx9928 Status : Representative, Representative of : Swapno Developers Private Limited (as proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Souri Roy Chowdhury Son of Mr Shibu Roy Chowdhury 3/103 Mahajati Nagar, City:- , P.O:- Birati, P S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700051			Souri Roy Chowdhury
	28/09/2022	28/09/2022	28/09/2022

Identifier Of Mr Gaurango Talukdar, Mr Surajit Chakraborty

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Gaurango Talukdar	Swapno Developers Private Limited-8.25 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr Gaurango Talukdar	Swapno Developers Private Limited-500.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Nimta, Municipality: NORTH DUM DUM, Road: S.N. Roy Chowdhury Road, Mouza: Birati, , Ward No: 13 JI No: 0, Pin Code : 700051

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	RS Plot No:- 119, RS Khatian No:- 211		

Endorsement For Deed Number : I - 152605919 / 2022

On 28-09-2022

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 13:45 hrs on 28-09-2022, at the Office of the A.D.S.R. Belghoria by Mr Surajit Chakraborty ,

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 43,87,504/-

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

Execution is admitted on 28/09/2022 by Mr Gaurango Talukdar, Son of Mr Sasti Talukdar, S N Roy Chowdhury Sarani, P.O: Birati, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700051, by caste Hindu, by Profession Business

Identified by Mr Sourı Roy Chowdhury, , , Son of Mr Shıbu Roy Chowdhury, 3/103 Mahajati Nagar, P.O: Birati, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700051, by caste Hindu, by profession Service

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

Execution is admitted on 28-09-2022 by Mr Surajit Chakraborty, proprietor, Swapno Developers Private Limited (Private Limited Company), 1008 M B Road, City:- , P.O:- Birati, P.S:-Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700051

Identified by Mr Sourı Roy Chowdhury, , , Son of Mr Shıbu Roy Chowdhury, 3/103 Mahajati Nagar, P.O: Birati, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700051, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 131.00/- (B = Rs 110.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 131/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/09/2022 11:29AM with Govt. Ref. No: 192022230130635691 on 28-09-2022, Amount Rs: 131/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BXEDXK2 on 28-09-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100.00/- by online = Rs 6,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 4783, Amount: Rs.100.00/-, Date of Purchase: 23/09/2022, Vendor name: J BISWAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/09/2022 11:29AM with Govt. Ref. No: 192022230130635691 on 28-09-2022, Amount Rs: 6,921/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BXEDXK2 on 28-09-2022, Head of Account 0030-02-103-003-02



Sougata Das
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Belghoria
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1526-2022, Page from 183326 to 183355
being No 152605919 for the year 2022.



Sou

Digitally signed by SOUGATA DAS
Date: 2022.10.14 11:49:46 +05:30
Reason: Digital Signing of Deed.

(Sougata Das) 2022/10/14 11:49:46 AM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Belghoria
West Bengal.

(This document is digitally signed.)