

1457/2023

L-1393/23



15/2

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

8-2000395374/2023

H-440683

H 440683

Certified that the document is available to registration. The Signature Sheet and endorsement Sheet Attached to the document are the part of the document.

Additional District Sub-Registrar
Coochbehar Dum Dum, 24-Pol. (West)

5 FEB 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this 15th day of February, 2023 (Two Thousand Twenty Three).

BETWEEN

13/02/23
তাং:

নম্বর: 2979

ক্রেতার নাম: 0000

ঠিকানা :-

মূল্য :- 5000/-

ভেতার :-

হাবড়া এ.ডি.এস.আর অফিস

জেলা :- উঃ ২৪ পরগনা

খরিদ তাং:-

মোট স্ট্যাম্প খরিদ :-

দ্রোজারী বারাসাত

ভাতার :- শ্রী সুদীপ ঘোষ

Vendor - Sudip Ghosh

JAYANTO MONDAL
Advocate
High Court, Calcutta

02 JAN 2023

464000

Name - KISHALoy ROY
S/o - Kamal Krishna Roy
Add. 15, K.N. Banerjee Rd. Kol-65
P.O. - Rabindra nagar
P.S. - Dum Dum
Occupation - Service



Adtl. District Sub-Registrar
Cossipore, Dum Dum

05 FEB 2023

✓ SRI KAMAL KRISHNA ROY (PAN -ALDPR4924L) Son of Late Kartick Chandra Roy, residing at 15, Kshudiram Sarani, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata- 700 065, by occupation- Retired Person, by nationality- Indian, by faith- Hindu, hereinafter called the "OWNER" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

AND

"MAA KAMAKHYA FOUNDATION" (Licence Number : S.D.D.M. / P- 1090 / 2019- 2020) a proprietorship ; firm having its registered office at Premises No. 232, Sreema Road, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata 700065, being represented by its proprietor SRI AJIT JAISWAL (PAN - BLLPJ5822N), Son of Late Deepchand Jaiswal, residing at 232, Sreema Road, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata- 700 065, by faith- Hindu, by Nationality- Indian, by occupation- Business, hereinafter called the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to include its respective heirs, executors, administrators, representatives and assigns) of the **OTHER PART.**

WHEREAS one Smt. Ila Rani Roy by a registered Deed of Conveyance dated 24/05/1968, which was registered at the office of Sub Registrar Cossipore Dum Dum, recorded in Book No. I, Volume No. 62, Pages 287 to 289; being No. 4644 for the year 1968 purchased a plot of land measuring about 03 Cottahs 02 Chittacks 11 Sq.ft. more or less lying and situated at Mouza- Gorui, P.S. Dum Dum, Dag No. 1281, Khatian No. 63, from Puma Chandra Das, Sri Ganoda Prasad Das, Sri Dinabandhu Das, Sri Chandi Charan Das, Sri Dhiraj Kumar Das.

AND WHEREAS after such purchase the said Smt. Ila Rani Roy became the owner of aforesaid property and mutated her name in the records of South Duni Dum Municipality and paying rents and taxes regularly and punctually.

AND WHEREAS after while seizing and possessing the said property the said Smt. Ila Rani Roy died instate on 29/12/2008 leaving behind her husband namely Kartick Chandra Roy, Son namely Kamal Krishna Roy and



[Handwritten signature]

Aditi, District Sub-Registrar
Cossipore, Dum Dum

5 FEB 2023


daughter namely Minati Chatterjee(Roy) as her only legal heirs and successors under the present Hindu law of Succession Act. 1956 to which she was governed at the time of her death and having undivided 1/3rd share each of the aforesaid property.

AND WHEREAS the said Kartick Chandra Roy, Minati Chatterjee(Roy) and Kamal Krishna Roy are well seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 03 Cottahs 02 Chittacks 11 Sq.ft. more or less together with Pucca structure measuring about 500 Sq.ft. more or less on the Ground floor and R.T. Shed structure measuring about 500 Sq.ft. more or less on the First Floor lying and situated at Mouza- Gorui, P.S. Dum Dum, C.S. Dag No. 1281, R.S. Dag No. 2329, C.S. Khatian No. 63, R.S. Khatian No. 265, L.R. Dag No. 2329, L.R. Khatian No. 2971 under South Dum Dum Municipality being Municipal Holding No. 7, Kshudiram Sarani, Ward No. 06, in the District 24 Parganas(North), morefilly described in the schedule hereunder written and hereinafter called the said property.

AND WHEREAS said Kartick Chandra Roy and Minati Chatterjee(Roy) by a registered Deed of Gift, on dated-19/09/2012, registered at the office of Sub Registrar Cossipore Dum Dum, recorded in Book No. I, CD Volume No. 22, Pages from 5259 to 5272, being Deed No. 09596 for the year 2012 gifted and transferred their undivided 2/3rd share of total land measuring 02 Cottahs 01 Chittacks 22 Sq.ft more or less together with Pucca structure measuring about 333 Sq.ft. more or less on the Ground floor and R.T. Shed structure measuring about 333 Sq.ft. more or less on the First Floor, in favour of their Son/Brother namely Sri Kamal Krishna Roy i.e. the present owner herein and delivered peaceful possession in their favour.

AND WHEREAS after by way of legal heirs and by way of gift of the said plot of land Sri Kamal Krishna Roy became and lawful owner of the said property and mutated his name in the local South Durn Durn Municipality, Ward No. 06 and paying regular taxes and recorded his name in BL&LRO and thus seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land measuring 03 Cottahs 02 Chittacks 11 Sq.ft. more or less together with Pucca structure measuring




Addl. District Sub-Registrar
Cossipore, Dum Dum

5 FEB 2023

about 500 Sq.ft. more or less on the Ground floor and R.T. Shed structure measuring about 500 Sq.ft. more or less on the First Floor situated at C.S. Dag No. 1281, R.S. Dag No. 2329, C.S. Khatian No. 63, R.S. Khatian No. 265, L.R. Dag No. 2329, L.R. Khatian No. 2971 at Holding No. 7, Kshudiram Sarani, Ward No. 06 under South Dum Dum Municipality, more fully and particularly described in the schedule hereunder written.

AND WHEREAS the owner is desires to develop the said property and to construct a G+2 storied Building on the said property and plan to be sanctioned by the concerned authority of the South Dum Dum Municipality Vide Plan No. 1159/2019-2022, dated 21/05/2020. But could not do it himself and the developer knowing the intention of the owner and approached the owner to authorized him to develop the said property and to construct a G+3 Storied building on the said property to which the owner agree. It is further mentioned that Developer have to take necessary permission for the G+3 Storied building plan sanction with his personal expenses and after the both parties mutual consent Developer have to take necessary permission for the 4th Floor before the authority concerned.

Komal Krishna Reddy


AND WHEREAS now the developer said property and to construct a G+3 storied building with lift facility after demolishing the existing building on the said property to which the Owners agree.

AND WHEREAS as a consideration of the said property the owner shall get total 2800 Sq.ft. covered area i.e. (i) 50% area of Ground Floor from front side, (ii) entire First Floor and (iii) Balance area of the Owner allocation from the front side of the Top Floor and a sum of Rs. 2,00,000/- (Rupees Two Lakhs) only hereinafter called the owner's allocation.

The Developer with the execution of this agreement has paid a sum of Rs. 1,00,000/- (Rupees One Lakh) only the receipt of which the owner do hereby admits and acknowledge. The Developer shall pay the balance sum of Rs. 1,00,000/- (Rupees One Lakh) only at the time of 3rd floor plan duly approved by the authority concern.






Addl. District Sub-Registrar
Cossipore, Dum Dum

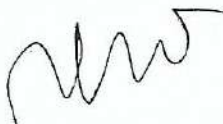
5 FEB 2023

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows: -Unless in these presents it is repugnant to or inconsistent the following works and/or expression shall mean as hereinafter mentioned.

- 1.1 **OWNER** shall mean the above Owner/Landlord and his heirs, executors, administrators, legal representatives and assigns.
- 1.2 **DEVELOPERS** shall mean the above named Developer or any company formed by the above named Developer with having respective offices and license as would be required for such company and its successors in office.
- 1.3 **THE PROPERTY** shall mean the land measuring 03 Cotths 02 Chittacks 11 Sq.ft. more or less together with Pucca structure measuring about 500 Sq.ft. more or less on the Ground floor and R.T. Shed structure measuring about 500 Sq.ft. more or less on the First Floor at Mouza-Garui, P.S. Dum Dum, District- North 24 Parganas, at C.S. Dag No. 1281, R.S. Dag No. 2329, C.S. Khatian No. 63, R.S. Khatian No. 265, L.R. Dag No. 2329, L.R. Khatian No. 2971 at Holding No. 7, Kshudiram Sarani, Ward No. 06 under South Dum Dum Municipality, morefully and particularly described in the schedule hereunder written.
- 1.4 **THE BUILDING** shall mean the G+3 storied building to be constructed on the said property and/or amalgamated property in accordance with the building plan to be sanctioned by the authority of South Dum Dum Municipality at the cost of the Developer.
- 1.5 **THE UNIT** shall mean the partly or wholly constructed flat/apartment shop room in the building (which is agreed to be proportionate share in common portion of the said property and structure whatsoever as the case may be.
- 1.6 **PROPORTIONATE OR PROPORTIONATE PORTION** or proportionately shall mean the area between the built up area of the unit and the total constructed portion within the said property






Addl. District Sub-Registrar
Cossinore, Dum Dum

15 FEB 2023

which is the undivided share in the land comprised in the premises held by the Owner/ landlord.

- 1.7 **COMMON FACILITIES AND AMENITIES:** shall mean and include corridors, stairways, passage ways, overhead reservoir, underground reservoir, vacant position of land, lift, meter, pump, municipal water, motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions roof and terrace of the building maintenance and/or management of the building.
- 1.8 **THE ARCHITECT** shall mean such Architect or Architectures appointed by the Developer, Architect for the building or such other architect or Architects of the building as may be appointed by the Developer cost of which will be borne by the Developers.
- 1.9 **SALEABLE SPACE** shall mean the space in the building available for independent use and occupation after making due provisions for common areas and facilities and spaces required thereof, after deducting the landlords portions.
- 1.10 **SUPER BUILT UP AREA:** Super built up area is covered area adding proportionate share of stair and lift with adding 25% common/service area over them is treated as super built up area of the Flat/Garage.


OWNERS ALLOCATION as a consideration of the said property the Owner shall get total 2800 Sq.ft. covered area i.e. (i) 50% area of Ground Floor front side including one Garage/Shop (ii) Entire First Floor and (iii) Balance area of the Owner allocation from the front side of the Top Floor together with proportionate share of common areas, common amenities and facilities and undivided proportionate share in land and a sum of Rs. 2,00,000/- (Rupees Two Lakhs) only hereinafter called the owner's allocation.

The Developer with the execution of this agreement has paid a sum of Rs. 1,00,000/- (Rupees One Lakh) only the receipt of which the owner do



Karnal Krishna Roy.




Addl. District Sub-Registrar
Gossipore, Dum Dum

11 5 FEB. 2023

hereby admits and acknowledge. The Developer shall pay the balance sum of Rs. 1,00,000/- (Rupees One Lakh) only at the time of 3rd floor plan duly approved by the authority concern.

DEVELOPER'S SHARE - shall mean rest of the constructed area i.e. the constructed area except Owner's allocation i.e. only on the First floor and 50% area Ground floor with reference to the consideration clause of this Agreement and the Developer are entitled to appropriate the sale proceeds in respect of Developer's allocation. The Developer shall handover possession first to the owner then intending purchaser.

1.10 **TRANSFERER** with its grammatical variation shall mean adopted for effecting that is understood as transfer of undivided proportionate share of land in G+3 storied building to purchaser thereof by execution and registering Deed or Deed of Conveyance in accordance with the provisions of law in this behalf by the Owner in favour of the purchaser on receipt of consideration

1.11 **TRANSFeree** shall mean the person or persons firm, limited company or association to whom any space in the building has been transferred.

1.12 The word importing singular shall include plural and vice versa.

1.13 Sanctioned plan shall mean and include the new building plan to be sanctioned by the competent authority.

ARTICLE - II COMMENCEMENT

2.1 This Agreement shall be deemed to have commenced on and from the date of execution of these presents.

ARTICLE - III OWNER'S RIGHT AND REPRESENTATIONS

3.1 That excepting the Owner nobody else have any right, title and interest claim or demand whatsoever or howsoever into or upon the said property.

3.2 The Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer the said property or any part of it.





[Handwritten signature]

Addl. District Sub-Registrar
Cossipore, Dum Dum

15 FEB 2023

- 3.3 The landed property is free from all encumbrances, charges lines, lispendences, attachments, trusts whatsoever or howsoever.
- 3.4 There is no excess vacant land in the said property within the meaning of the urban Land Ceiling and Regulations Act. 1976 and the Developer is fully satisfied with the marketable title of the Owner.
- 3.5 That the total area of the land comprise in the said property is 03 Cottahs 02 Chittacks 11 Sq. ft. be the same a little more or less.
- 3.6 That the Owner undertake to hand over the peaceful and vacant possession of the property for the purpose of raising the new construction at the said property to the second party / Developer within.
- 3.7 That the Owner further undertake to execute the registered Development power of Attorney in favour of the Second party Developer and the land Owner will give the Developer/ Second party all the powers required for the purpose of making such construction at its own risk and costs and to negotiate for sale and enter into agreement for sale and make registered Deed, documents for registration whatsoever required for his portion.

ARTICLE - IV DEVELOPER'S RIGHT

- 4.1 THAT on the power and by virtue of this agreement the Developer/Second party is hereby empowered to raise the construction at the above mentioned property investing its own finance and resources and undertake to erect the said building as per the sanctioned building plan sanctioned by the South Dum Dum Municipality.
- 4.2 That the second party / Developer is hereby empowered to suitable modify and to alter the sanctioned plan as and when required and submit the same for approval of the South Dum Dum Municipality and entire cost shall be borne by the second party / Developer alone and after modification the developer shall again enter in a Supplementary agreement for more specification and the developer shall be sole responsibility for mortification and alteration and owner have no liability for the same.






[Handwritten Signature]
Addl. District Sub-Registrar
Cossipore, Dum Dum
15 FEB 2023

- 4.3 The Developer / Second party shall be entitled to appoint its own labour masons contractor building Engineer Architect as necessary arising out of the new construction but in doing so all expenses with regard to such appointed persons shall be borne by the Second party / Developer and all the risk and liability together with all responsibility shall remain with Developer / Second party and he will liable or responsible for any debts payments misappropriation of any money or anything whatsoever eventually takes place at the time or after construction completed and hand over to the prospective purchaser.
- 4.4 The Developer/Second party for the purpose of raising the said construction shall have his absolute right to enter into any Agreement for sale of flats and apartments in respect of its own allocated portions as mentioned above and to that effect and shall be entitled to receive earnest money from the intending purchaser together with all advance thereof but at all material times the Owner shall not be liable for such advances or earnest money. That the said earnest money accepted by the Second party / Developer shall remain charges only with the Developer and the Owner's allocation will remain unaffected and non-charged and purchaser shall have no right to interfere with the portion of the Owner's allocation for any misappropriation of any money by the second party/ Developer or for any deal nor he shall have any right to seek any order or injunction from any court in respect of the Owner's allocation.

ARTICLE -V: TIME

- 5.1 The Developer shall complete the said building within 30 months from the date of this registered Development Agreement and/or handing over the peaceful vacant possession of the said land whichever is later time may be extended to 6 (six) months under unavoidable circumstances on mutual discussion . If the shall not complete the construction work within stipulated period then this agreement will be null & void. And the Developer shall not claim and demand from the owner. The Owner's allocation to be delivered
- 



[Handwritten signature]

addl. District Sub-Registrar
Cossiga, Dum Dum

15 FEB 2023

within the period of 30 months from the date of this registered Development Agreement otherwise the developer shall be able to pay Rs. 5000/- per month to the owner as damage.

ARTICLE-VI: DEVELOPER'S RIGHT AND REPRESENTATIONS:-

- 6.1 The Developer hereby undertake the responsibility to get the plan sanctioned from the South Dum Dum Municipality and start construction of the building and to complete the whole complex within 30 months from the date of this registered Development Agreement and/or handing over the peaceful vacant possession of his premises whichever is later and within this time the Developer shall give complete possession of the Owner's allocation and the time may be extended for another six months from the reasons beyond the control of the Developer.
- 6.2 To prepare and cause the said plan to be sanctioned and to incur and bear all costs, charges and expenses for obtaining the permission from the authority/ authorities concerned.
- 6.3 To bear all costs charges and expenses for construction of the building at the said premises.

ARTICLE VI: OWNERS ALLOCATION

As a consideration of the said property the owner shall get total 2800 Sq.ft. covered area i.e. (i) 50% area of Ground Floor from front side, (ii) entire First Floor and (iii) Balance area of the Owner allocation from the front side of the Top Floor and a sum of Rs. 2,00,000- (Rupees Two Lakhs) only hereinafter called the owner's allocation. The Developer with the execution of this agreement has paid a sum of Rs. 1,00,000/- (Rupees One Lakh) only the receipt of which the owner do hereby admits and acknowledge. The Developer shall pay the balance sum of Rs. 1,00,000/- (Rupees One Lakh) only at the time of 3rd floor plan duly approved by the authority concern.

ARTICLE VIII: DEVELOPER'S ALLOCATION.

- 8.1 In consideration of the above the Developer shall be entitled to the remaining balance space leaving apart from the Owner's allocation i.e.

✓ . Kamal Krishna Roy



[Handwritten Signature]
Addl. District Sub-Registrar
Cossipore, Dum Dum

155 FEBB 20023

only First floor and 50% area Ground floor in the building of the constructed area to be constructed at the said premises together with the proportionate undivided share on the said land with the right of use of common facilities and amenities and the Developer shall be entitled to enter into agreement for sale and transfer in his own name or in the name of the nominee and to receive and release and collect all moneys in respect of the said property and it is hereby expressly agreed by and between the parties hereto that for the purpose of entering into such agreement it shall not be obligatory on the part of the Developer to obtain any further consent of the Owner and this agreement itself shall be treated as consent of the Owner.

ARTICLE IX: PROCURE

- 9.1 The Owner shall grant to the Developer registered Development power of Attorney as may be required for the purpose of submit the building plan obtaining the sanctioned of the plan C.C. Certificate from the Municipality and all other necessary permission from the different authorities in connection with the construction of the building and also for pursuing and follow up the matter with the statutory body and other authorities to negotiate for sale enter into agreement for sale and receive consideration from the intending purchaser.
- 9.2 **NOTWITHSTANDING** grant of power of Attorney by the Owner in favour of the Developer and delivery of possession of the said property no action of the Developer under this power of Attorney shall in any manner or create any financial or any other liabilities or any kind whatsoever upon the Owner.

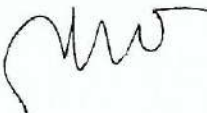
ARTICLE X: CONSTRUCTION:

- 10.1 The developer shall be solely and exclusively responsible for construction of the said building and the owner is no way connected with any deviation, alteration or allocation.

10.2 **ARTICLE XI: BUILDING**






Addl. District Sub-Registrar
Cossipore, Dum Dum


15 FEB 2023

- 11.1 The Developer shall at its own costs construct erect and complete in all respects of the said G+3storied building and the common facilities and also amenities at the said premises in accordance with the plan with good and standard quality of materials.
- 11.2 The Developer shall install and erect the said building at its own costs as per the specification and also the drawing providing by the architect, pump, water storage tanks, overhead, Reservoir, septic Tank, Electrification, permanent electric connection from the CESC and electrification in the building also in all the flats through concealed wiring and other facilities as required are to be provide in a residential G+3 storied building in the locality in Ownership basis or otherwise.
- 11.3 The Developer shall bear the entire costs of construction including Architects fees and fees for building plan to be sanctioned from South Dum Dum Municipality without creating any financial or other liabilities on the Owner regarding the construction.

ARTICLE XII: COMMON FACILITIES

- 12.1 The Developer shall pay and bear all Municipal taxes and other dues and impositions and outgoings in respect of the said property as and from the date of this registered Development Agreement till hand over the possession within the stipulated period in favour of the Owner.
- 12.2 After the completion of the total construction the Developer and the Owner including their respective assignees will bear the cost of common facilities and maintenance charges like costs of if any Durwan pump Motor and Electric charges in the common areas in proportion of their respective possession including proportionate share or premium for insurance of the building if any meter fire and scavenging charges etc.

ARTICLE XIII: PROCEEDING

13. It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the developer to defend allocations suits
- 



[Handwritten signature]

addl. District Sub-Registrar
Cassipore, Dum Dum

15 FEB 2023

and proceedings which may arise in respect of the construction and Developer of the said premises to bear all costs, charges, and expenses incurred for that purpose.

ARTICLE XIV: DEVELOPER INDEMNITY

14.1 The Developer hereby undertake to keep the Owner indemnified against all third party claim and action arising out of any parts of act or commission of the Developer or relating to the construction of the building.

14.2 The Developer hereby undertake to keep the Owner indemnified against all acts, suits costs, proceedings and claim that may arise out of the Developer action without regard to the Development of the said premises and/or in the matter of construction of the said building and/or defect therein.

ARTICLE XV: OWNERS S OBLIGATIONS

THE Owner doth hereby agrees and covenants with the developer not to cause any interference or hindrance in the construction of the said building at the said premises by the developer provided the terms and conditions, covenants and obligations as stated above are complied with. The Owner doth hereby covenant with the developer not to do any act, deed or thing whereby the developer may be prevented from selling, assigning and/or disposing of any of the developer's allocation portion in the building at the said premises in favour of the intending buyers of flats/ shops/ garages in the said building . The Owner further gives undertaking for and on behalf of their agents, servants, representatives for similar act at his own liability and responsibility.

The Owner doth hereby agrees and covenants with the developer not to let out grant, lease mortgage and/or charge or part with the possession of the said premises or any portion thereof without the consent in writing of the developer on and from the date of execution of this agreement. This agreement cannot be terminated by the Owner in any unless and until all the flats/ shop / garages under the developer's allocation are sold out and the deed of conveyance in favour of intending purchaser or purchasers of





[Handwritten signature]

Adm. District Sub-Registrar
Cassinora, Dum Dum

15 FEB 2023

the developer's allocation are executed and registered if the developer shall strictly follow the terms and condition of the agreement.

The Owner further declare that the said property of the premises has not been subject to any notice of attachment under public demands recovery act or for payment of income tax and Municipal dues or any statutory dues or attached in respect of any suit.

That the Owner herein undertakes not to create any kind of charge or mortgage including that of equitable mortgage by depositing the title deed of the said premises land or any portion thereof at any time during the subsistence of this agreement.

The Developer shall pay the required security deposit payable to the South Dum Dum Municipality for sanctioning of the building plan in the name of the owner. The developer shall take the refund of the same after the building is completed and the Owner shall be liable to sign all documents, papers forms etc. for getting the security deposit refunded.

ARTICLE XVI: MISCELLANEOUS

- 15.1 The Owner and the developer have entered into this Agreement purely on contractual basis and nothing contained herein shall be deemed to construct as partnership between the Developer and the Owner or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitutes as an association or persons.
- 15.2 The Owner hereby undertake to do all such act, deeds, matters and things which may be reasonably required to be done in the matter and the Owner shall execute any additional power of Attorney and/or authorization in favour of the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and the documents as the case may be provided in no way infringe any of the right of Owner and/or against the spirit of this Agreement.
- 15.3 The Developer and Owner shall frame a scheme for the management and administration of the said building and/or common parts thereof. The Owner hereby agreed to abide by the rules and regulations of





[Handwritten signature]

addl. District Sub-Registrar
Cossimbare, Dum Dum

15 FEB 2023

such management society, Association, holding organization and hereby give his /her /their consent to abide by the same.

- 15.4 The name of the building shall be decided later on by the Developer.
- 15.5 As and from the date of the completion of the building the Developer and/or his transferee and the Owner and/or his transferee and his successors shall each be liable to pay and bear proportionate charges on account of Ground rent and wealth tax and other taxes payable in respect of their respective share of the constructed areas .
- 15.6 There is no existing any agreement regarding Development or sale of the said premises and that all other agreement, if any prior to this agreement have been cancelled.
- 15.7 All arrear Municipal Taxes and/or any other taxes and/or other taxes before to execution of Agreement will be paid by the by the Owner and if anything is paid by the Developer that will rec from the Owner by cash.
- 15.8 The Developer shall demolish the existing structure at its own costs and expenses and shall approp the salvages and building materials.
- 15.9 At the time of signing of this agreement and execution of registered power of attorney in favour of Developer the owner will hand over the all original documents related to the said property Dalil, Original deed Parcha, Khajna, update payment of Municipal tax receipt and same will be returned the owner at the time of giving possession of the owner's allocation.
- 15.10 It is agreed by both parties that the Developer will have right to amalgamate the adjacent plot/plots construction of G+3 storied building in a complex for better rehabilitation.
- 15.11 The Developer hereby agrees and covenants to the owner not violate or contravene any of the conditions of the present agreement as well as not to violate any municipal rule relating construction of the proposed G+3 storied building in any manner whatsoever.





[Handwritten Signature]
Addl. District Sub-Registrar
Cossipore, Dum Dum

15 FEB 2023

- 15.12 The owner will not in any way be liable or responsible for the project and if further costs are incurred the developer only will be responsible for that.
- 15.13 The owner will have sole liberty to transfer his portion of flat by way of sale, gift etc according to his choice without interruption or disturbance by the Developer or any person whomsoever.
- 15.14 The owner hereto or any of his civil engineers shall give an advance notice to make inspect: allotted flat in course of construction of the G+3storied building and shall also be entitled raise technical's objection in the materials used for constructional purpose.
- 15.15 The Developer shall arrange Shifting Charges Rs. 12,000/- (Rupees Twelve Thousand) only per month for alternative accommodation from the date of handing over First Schedule of property by the owner to the Developer till hand over the possession of owner's allocation.
- 15.16 The Developer must have to give the C.C. of the Municipality within a short period of handing over the possession to the owner.
- 15.17 The land owner shall not be liable or responsible for any loan taken by the developer-promoter from any Financer or Financial Institution or for any money received by the Developer-Promoter from the intending purchaser or purchasers of Flats/Units/Garage etc. or any portion of the developers allocation of the building.
- 15.18 The land owner shall not liable for any income tax, wealth tax or any other taxes in respect of the developer's allocation which shall be liable of the developer who shall keep the owner indemnified against all activities, suits, proceedings, costing, charges and expenses in respect thereof.
- 15.19 That the top roof of the building will be used by the landowner with other flat owners/occupier commonly.

ARTICLE XVII: FORCE MEAJEURE

- 16.1 The developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existing of the force mejeure





[Handwritten signature]
Addl. District Sub-Registrar
Cossiga, Dum Dum

15 FEB 2023

and shall be suspended from the obligations during the duration the force majeure.

16.2 Force Majeure shall mean flood, earth - quake, riot war, tempest civil commotion, strike and /or any other acts or commission beyond the reasonable control of the Developer.

THE FIRST SCHEDULE OF PROPERTY


ALL THAT piece and parcel of Bastu land measuring **03 Cotths 02 Chittacks 11 Sq.ft.** more or less together with Pucca structure measuring about 500 Sq.ft. more or less on the Ground floor and R.T. Shed structure measuring about 500 Sq.ft. more or less on the First Floor at **Mouza- Garui**, J.L.No.16, R.S. No. 21, Touzi No. 63, 164 under P.S. Dum Dum, District- North 24 Parganas, at C.S. Dag No. 1281, R.S. Dag No. 2329, C.S. Khatian No. 63, R.S. Khatian No. 265, **L.R. Dag No. 2329, L.R. Khatian No. 2971** at Holding No. 7, **Kshudiram Sarani**, Ward No. 06 under **South Dum Dum Municipality**, within A.D.S.R.O. Cossipore Dum Dum, which is butted and bounded in the manner following:-

- ON THE NORTH : By 20' ft. wide Kshudiram Sarani.
ON THE SOUTH : By House of Bhaskar Das.
ON THE EAST : By House of Sankar Chakraborty and Naren Biswas.
ON THE WEST : By House of Kalipada Chakraborty.

THE SECOND SCHEDULE (COMMON AREAS AND FACILITIES)

1. The open space means open area in front of the building and other sides of the building, covered space. Electrical, plumbing, sanitary and other installations of common utility and other common parts.
2. Maintenance, gate, boundary walls, stair case, Lift, roof, landings, lobbies.
passages, stair case room underground, overhead water tank, pipe lines, drainage, sewers, septic tank, rain water pipe, supply of water for 24




Addl. District Sub-Registrar
Coimbatore, Dum Dum

15 FEB. 2023

- hours, fixtures, fittings, water pump, motor, pump room and lighting of common areas, common meter.
3. The right of passage in common as aforesaid gas, telephone, if there be any electricity, water from and to the said flat through pipes, drains, wires and conduits.
 4. The entire land or space lying vacant within the said premises.

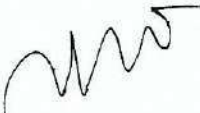
THE THIRD SCHEDULE (PROPORTIONATE EXPENSES)

The proportionate expenses which will be borne by the Purchaser with the other occupiers or owner of the flats of the said building:-

1. The cost of maintaining, repairing, white washing, painting, re-building, replacing, decorating, the main structure of the said building including the exterior thereof and in particular the common portion of the roof, terrace, if any, landing and staircase of the building rain water pipes, motor pumps, tube-well gas pipes and electrical wires, sewerage, Lift and all other common parts of the fixtures, fittings and equipment in under or upon the said buildings enjoyed or used in common by the occupiers thereof.
2. The costs of acquisition and other legal proceeds the costs of cleaning and lighting the common entrances, passages, landings, stair-case, main walls and other parts of the building as enjoyed or used in common by the occupiers thereof. The salary of Managers, Clerks, Bill Collectors, Chowkidars, Plumbers, electricians, sweepers etc. as decided by the Association.
3. The cost of working, repairing, replacement and maintenance of lights, pumps, and other plumbing work including all other service charges for services rendered in common to all other occupiers.
4. Municipal and other taxes (both owner and occupiers) and other outgoing etc.
5. INSURANCE of the building against earthquake, fires any damages by natural calamities etc.
6. ALL electricity charges payable in common for the said building.






Addl. District Sub-Registrar
Cossipore, Dum Dum

15 FEB 2023

SPECIFICATION


1. Building : The complex has a R.C.C. structures
2. Walls : All Inside Wall will be finished with wall putty, colour inside paints and outside walls finished with weather coat paints. Outer wall 5" thick, inner wall 5" thick
3. Door : Be made by C.P. Teak and rest of the doors will be made by laminated flush door or door of toilet will be provided by P.V.C. door collapsible gate will be provided in front main door and main door will be provided with the good quality lock and one eye piece hole and polish and balcony covering by grill.
4. Floor : All floor will be made of quality floor tiles.
5. Kitchen : Glazed tiles, above cooking platform upto 3 ft. height two nos. CP. brass Bib cock and one sink stainless steel.
6. Electrical : All electric line will be concealed of copper made A.C.loan bearing point in each room. The cost of common meter/mother meter borne by the developer and the cost of personal meter of land owner will be borne by the developer.
7. Toilets : one bib cock with one hand shower, soil/vaste pipes will made by P.V.C. pipe all water lines will be made by the I.S.I, branded pipe. All fittings will be of CP. brass of good quality brand. Glaxed tiles upto 6' ft. height from the floor level. One white commode with cistern.
8. Stair Case: Marble flooring with MS Grill railing.
9. Lift :
10. Extra Work : Any, extra work other the standard schedule shall be charged extra as described by the builder/developer or their engineer and such amount shall be deposited before the execution of such work.
11. Window: Aluminum sliding window with iron grill.

THE FOURTH SCHEDULE OF PROPERTY

Common Facilities and Amenities : Shall include corridors, hall ways passage, ways, common stair case, common lands, car parking space, pump room, over head water tank, motor and other facilities which may be mutually






Addl. District Sub-Registrar
Cossipore, Dum Dum

5 FEB 2023

agreed upon, between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and land there under.

IN WITNESS WHERE OF the parties hereto have hereunto set and subscribed their hands and seals on the day of months and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of

WITNESSES:-

1/ *Mishaloy Roy*
15, R.N. Bomerjee Rd, Kol - 65

2/ *Pankaj Prasad Ghosh*
1st Bye Lane Vivekananda
Link Road Kol - 65.

DRAFTED BY :-

Jayanto Mondal

JAYANTO MONDAL
Advocate
High Court, Calcutta
WB/299/2008

Kamal Krishna Roy
SIGNATURE OF THE OWNER

MAA KAMAKHYA FOUNDATION

Ajit Jaiswal
Proprietor

SIGNATURE OF THE DEVELOPER



[Handwritten Signature]
Addl. District Sub-Registrar
Cossioore, Dum Dum

15 FEB 2023

RECEIPT

Received a sum of Rs. 1,00,000/- (Rupees One Lakhs) only from the Developer herein as per memo below :-

<u>Date</u>	<u>Name of Bank</u>	<u>Chq./D.D. No</u>	<u>Amount (Rs.)</u>
16/01/2023	I.D.B.I. bank (Dum Dum Branch)	589934	Rs. 1,00,000/-

Total Rs. 1,00,000.00/-
(Rupees One Lakhs) only.

WITNESSES :-

1. *Kishalay Ray*
15 K.N. Banerjee Rd, Kol - 65

2. *Parvina Saha*
1st Bye Lane
Vivekananda Link Road
Kol - 65

Komal Krishna Roy
SIGNATURE OF THE OWNER



[Handwritten signature]

Adm. District Sub-Registrar
Cossinore, Dum Dum

5 FEB 2023

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

(1) Name.....

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



Kamal Krishna Roy
Signature of the Presentant

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

(2) Name.....

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



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

Arit Jaiswal
Signature of the Presentant



[Handwritten signature]

Addl. District Sub-Registrar
Cossipore, Dum Dum

15 FEB 2023

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



192022230295161418

GRN Details

GRN: 192022230295161418 Payment Mode: SBI Epay
GRN Date: 14/02/2023 14:05:35 Bank/Gateway: SBIEpay Payment Gateway
BRN : 4707972808219 BRN Date: 14/02/2023 14:06:01
Gateway Ref ID: 1340442506 Method: Bank of Baroda NB
GRIPS Payment ID: 140220232029516140 Payment Init. Date: 14/02/2023 14:05:35
Payment Status: Successful Payment Ref. No: 2000395374/1/2023
[Query No/**/Query Year]

Depositor Details

Depositor's Name: Mr JAYANTO MONDOL
Address: BARASAT COURT, BARASAT, PIN CODE- 700124
Mobile: 9433351713
Period From (dd/mm/yyyy): 14/02/2023
Period To (dd/mm/yyyy): 14/02/2023
Payment Ref ID: 2000395374/1/2023
Dept Ref ID/DRN: 2000395374/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000395374/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	7021
2	2000395374/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	1021
			Total	8042

IN WORDS: EIGHT THOUSAND FORTY TWO ONLY.

PAID

Major Information of the Deed

Deed No :	I-1506-01393/2023	Date of Registration	15/02/2023
Query No / Year	1506-2000395374/2023	Office where deed is registered	
Query Date	14/02/2023 1:29:54 PM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	Jayanto Mondol Barasat Court,Thana : Barasat, District : North 24-Parganas, WEST BENGAL, PIN - 700124, Mobile No. : 9433619216, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 40,33,573/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 12,021/- (Article:48(g))	Rs. 1,021/- (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:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Khudiram Sarani, Mouza: Gorui, Ward No: 06, Holding No:7 JI No: 16, Pin Code : 700065



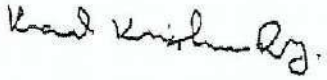
Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2329 (RS :-1281)	LR-2971, (RS:-265\0)	Bastu	Bastu	3 Katha 2 Chatak 11 Sq Ft	1/-	35,61,073/-	Width of Approach Road: 19 Ft., Adjacent to Metal Road,
Grand Total :					5.1815Dec	1 /-	35,61,073 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1000 Sq Ft.	1/-	4,72,500/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete</p>					
Total :		1000 sq ft	1 /-	4,72,500 /-	

Lord Details :










Name,Address,Photo,Finger print and Signature

Name	Photo	Finger Print	Signature
Mr Kamal Krishna Roy (Presentant) Son of Late Kartick Chandra Roy Executed by: Self, Date of Execution: 15/02/2023 , Admitted by: Self, Date of Admission: 15/02/2023 ,Place : Office	 15/02/2023	 LTI 15/02/2023	 15/02/2023
15, Kshudiram Sarani, City:- South Dum Dum, P.O:- Rabindra Nagar, P.S:-Dum Dum, District:- North 24-Parganas, West Bengal, India, PIN:- 700065 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: alxxxxx4l, Aadhaar No: 59xxxxxxxx1742, Status :Individual, Executed by: Self, Date of Execution: 15/02/2023 , Admitted by: Self, Date of Admission: 15/02/2023 ,Place : Office			




Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	MAA KAMAKHYA FOUNDATION 232, SREEMA ROAD, City:- South Dum Dum, P.O:- RABINDRA NAGAR, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700065 , PAN No.:: BLxxxxx2N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr AJIT JAISWAL Son of Late DEEPCHAND JAISWAL Date of Execution - 15/02/2023, , Admitted by: Self, Date of Admission: 15/02/2023, Place of Admission of Execution: Office </td> <td>  Feb 15 2023 2:19PM </td> <td>  LTI 15/02/2023 </td> <td>  15/02/2023 </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr AJIT JAISWAL Son of Late DEEPCHAND JAISWAL Date of Execution - 15/02/2023, , Admitted by: Self, Date of Admission: 15/02/2023, Place of Admission of Execution: Office	 Feb 15 2023 2:19PM	 LTI 15/02/2023	 15/02/2023
Name	Photo	Finger Print	Signature						
Mr AJIT JAISWAL Son of Late DEEPCHAND JAISWAL Date of Execution - 15/02/2023, , Admitted by: Self, Date of Admission: 15/02/2023, Place of Admission of Execution: Office	 Feb 15 2023 2:19PM	 LTI 15/02/2023	 15/02/2023						
232, SREEMA ROAD, City:- South Dum Dum, P.O:- RABINDRA NAGAR, P.S:-Dum Dum, District:- North 24-Parganas, West Bengal, India, PIN:- 700065, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BLxxxxx2N, Aadhaar No: 81xxxxxxxx9496 Status : Representative, Representative of : MAA KAMAKHYA FOUNDATION (as PROPRIETOR)									

Applicant Details :

Name	Photo	Finger Print	Signature
Mr KISHALOY ROY Son of Mr KAMAL KRISHNA ROY 15 KHITINATH BANARJEE ROAD, City:- South Dum Dum, P.O:- RABINDRA NAGAR, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700065			
	15/02/2023	15/02/2023	15/02/2023
Identifier Of Mr Kamal Krishna Roy, Mr AJIT JAISWAL			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Kamal Krishna Roy	MAA KAMAKHYA FOUNDATION-5.18146 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Kamal Krishna Roy	MAA KAMAKHYA FOUNDATION-1000.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Khudiram Sarani, Mouza: Gorui, ,
 Ward No: 06, Holding No:7 JI No: 16, Pin Code : 700065

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2329, LR Khatian No:- 2971	Owner:কমল কৃষ্ণ রায়, Gurdian:কার্তিক চন্দর রায়, Address:নিজ , Classification:বাস্তু, Area:0.05000000 Acre,	Mr Kamal Krishna Roy

Endorsement For Deed Number : I - 150601393 / 2023

15-02-2023

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 : 4
of Indian Stamp Act 1899.

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

Presented for registration at 12:02 hrs on 15-02-2023, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Mr
Kamal Krishna Roy, Executant.

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs
40,33,573/-

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

Execution is admitted on 15/02/2023 by Mr Kamal Krishna Roy, Son of Late Kartick Chandra Roy, 15, Kshudiram
Sarani, P.O: Rabindra Nagar, Thana: Dum Dum, , City/Town: SOUTH DUM DUM, North 24-Parganas, WEST
BENGAL, India, PIN - 700065, by caste Hindu, by Profession Retired Person

Identified by Mr KISHALOY ROY, , , Son of Mr KAMAL KRISHNA ROY, 15, KHITINATH BANARJEE ROAD, P.O:
RABINDRA NAGAR, Thana: Dum Dum, , City/Town: SOUTH DUM DUM, North 24-Parganas, WEST BENGAL, India,
PIN - 700065, by caste Hindu, by profession Service

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

Execution is admitted on 15-02-2023 by Mr AJIT JAISWAL, PROPRIETOR, MAA KAMAKHYA FOUNDATION (Sole
Proprietorship), 232, SREEMA ROAD, City:- South Dum Dum, P.O:- RABINDRA NAGAR, P.S:-Dum Dum, District:-
North 24-Parganas, West Bengal, India, PIN:- 700065

Identified by Mr KISHALOY ROY, , , Son of Mr KAMAL KRISHNA ROY, 15, KHITINATH BANARJEE ROAD, P.O:
RABINDRA NAGAR, Thana: Dum Dum, , City/Town: SOUTH DUM DUM, North 24-Parganas, WEST BENGAL, India,
PIN - 700065, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,021.00/- (B = Rs 1,000.00/- , E = Rs 21.00/-
) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 1,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 14/02/2023 2:06PM with Govt. Ref. No: 192022230295161418 on 14-02-2023, Amount Rs: 1,021/-, Bank:
SBI EPay (SBlePay), Ref. No. 4707972808219 on 14-02-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs
5,000.00/-, by online = Rs 7,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2479, Amount: Rs.5,000.00/-, Date of Purchase: 13/02/2023, Vendor name:
SUDIP GHOSH

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 14/02/2023 2:06PM with Govt. Ref. No: 192022230295161418 on 14-02-2023, Amount Rs: 7,021/-, Bank:
SBI EPay (SBlePay), Ref. No. 4707972808219 on 14-02-2023, Head of Account 0030-02-103-003-02

Kaustava Dey

Kaustava Dey
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM
North 24-Parganas, West Bengal

of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1506-2023, Page from 45218 to 45246
being No 150601393 for the year 2023.



Kaustava Dey

Digitally signed by KAUSTAVA DEY
Date: 2023.02.16 13:33:17 +05:30
Reason: Digital Signing of Deed.

(Kaustava Dey) 2023/02/16 01:33:17 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)